

**Application of Pennsylvania-American Water Company for the Acquisition  
of the Wastewater Collection and Treatment System Owned by the York City Sewer  
Authority (the “Authority”) and Operated by the City of York (the “City”)  
(collectively “York”)**

**66 Pa. C.S. § 1329  
Application Filing Checklist – Water/Wastewater  
Docket No. A-2021-3024681**

15. Plant in Service.
- a. Provide an inventory of the used and useful plant assets to be transferred. Identify separately any utility plant that is held for future use.<sup>1</sup>

**AMENDED RESPONSE:**

- a. See the Engineer’s Assessment attached as **Amended Appendix A-15-a** that identifies assets to be transferred as required by 66 Pa. C.S. § 1329(a)(4). Train 1 is not in service and is being held for future use. The EA has been updated to reflect this. Additional inventory sheets have been developed to identify the items held for future use and will reflect the constructed costs of these items separately.

---

<sup>1</sup> The inventory is to be developed from available records, maps, work orders, debt issue closing documents funding construction projects, and other sources to ensure an accurate listing of utility plant by utility account.



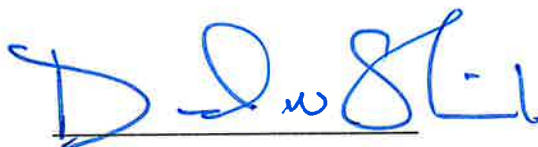
# Engineering Assessment of the City of York Wastewater System Assets

May 2021

Professional Engineer's Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

David W. Shirk  
Printed Name of Registered  
Professional Engineer  
Buchart Horn, Inc.



Signature of Registered  
Professional Engineer  
Registration Number: PE-052175E  
State of Pennsylvania

Date: 8/2/2021



## 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**

<b>York City Sewer Authority</b>		
<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
<b>363</b>	Sewer House Connections	\$2,039,891.97
<b>361</b>	Manholes	\$5,351,533.57
<b>361</b>	Pipes	\$26,712,768.02
<b>Various Accounts</b>	Pumping	\$199,379.54
<b>354.4</b>	WWTP Inventory Structures & Improvements	\$120,921,764.39
<b>Various Accounts</b>	YCSA Real Property & Easements	\$134,874.54
<b>Totals</b>		<b>\$155,360,212.03</b>

### 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 limited. Several older collection and conveyance project records were found during an archive search and incorporated into the Engineering Assessment.



Fortunately, The City of York, York City Sewer Authority and Buchart 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 3 is based on collection facilities geographic information system (GIS) which was converted from the paper mapping in 1998. Any available project records for York City Sewer Authority and City of York sewer replacement projects were incorporated into the Section 3 inventory. The original costs for these projects have been added to the facilities listed in Section 3.

The remaining facilities 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.

## Section 2: WWTP Inventory

The City of York WWTP facilities were first constructed in 1937. The current WWTP is which is permitted for 26 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 WWTP assets are in good to fair condition.

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 Well	\$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 FeSO <sub>4</sub> Tank	\$247,412.40
6	14	Stormwater Pumping Station	\$454,411.20
7	15	Primary Effluent Pump Station	\$468,217.20
10	18	Oxygen Generation Building	\$86,985.60
12	21	Train 1 RSPS (Primary Switch Gear)	\$1,088,925.60
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
18	29	Train 3 A2O Splitter Box	\$60,072.00
19	30	Train 3 A2O Tank	\$10,481,580.00
20	31	Train 3 Fin.Clarifier Flow Splitter Box	\$246,306.00
21	32, 33, 34	Train 3 Final Clarifier # 1, 2, 3	\$2,672,708.40

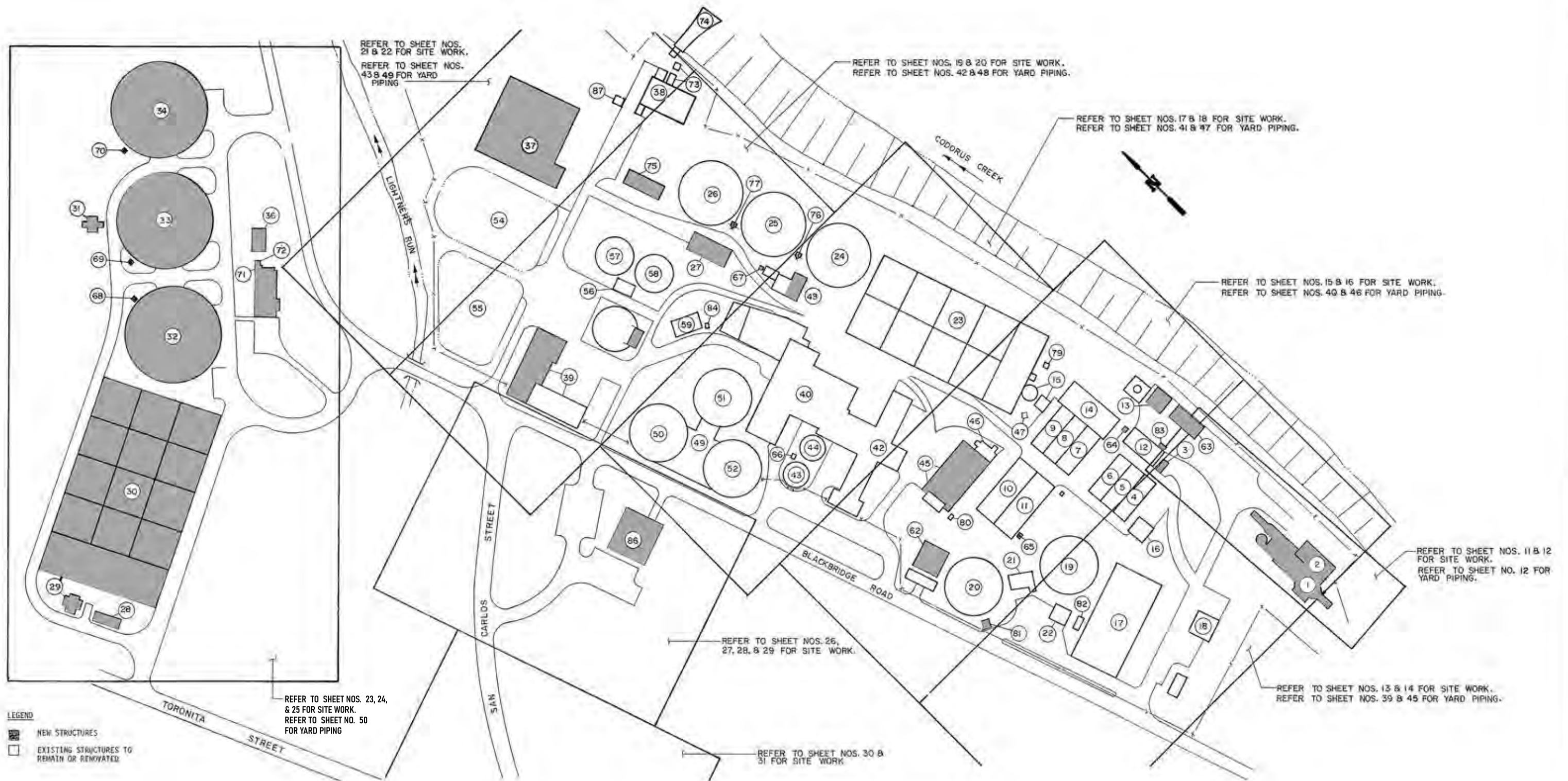
**York City Sewer Authority**  
**Acquisition of the Assets of the York City Sewer Authority**  
**WWTP Inventory and Original Costs**

York No.	Structure No.	Process/Structure	Original Cost
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
51	81	T-2 CLF Effluent Diversion Chamber	\$14,041.20
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

**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
58	---	Site	\$17,189,628.40
60	---	Valve Chamber T-16	\$49,026.00
61	---	On-Site Vehicles	\$436,060.94
62	---	Utility Plant Held for Future Use	\$3,857,915.97
<b>Totals</b>			<b>\$120,921,764.39</b>





# EXHIBIT 1

### 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 collection system facilities are fair condition.

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**

<b>York City Sewer Authority</b>			
<i>Acquisition of the Assets of the York City Sewer Authority</i>			
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
<b>Totals</b>			<b>\$34,303,573.09</b>








---

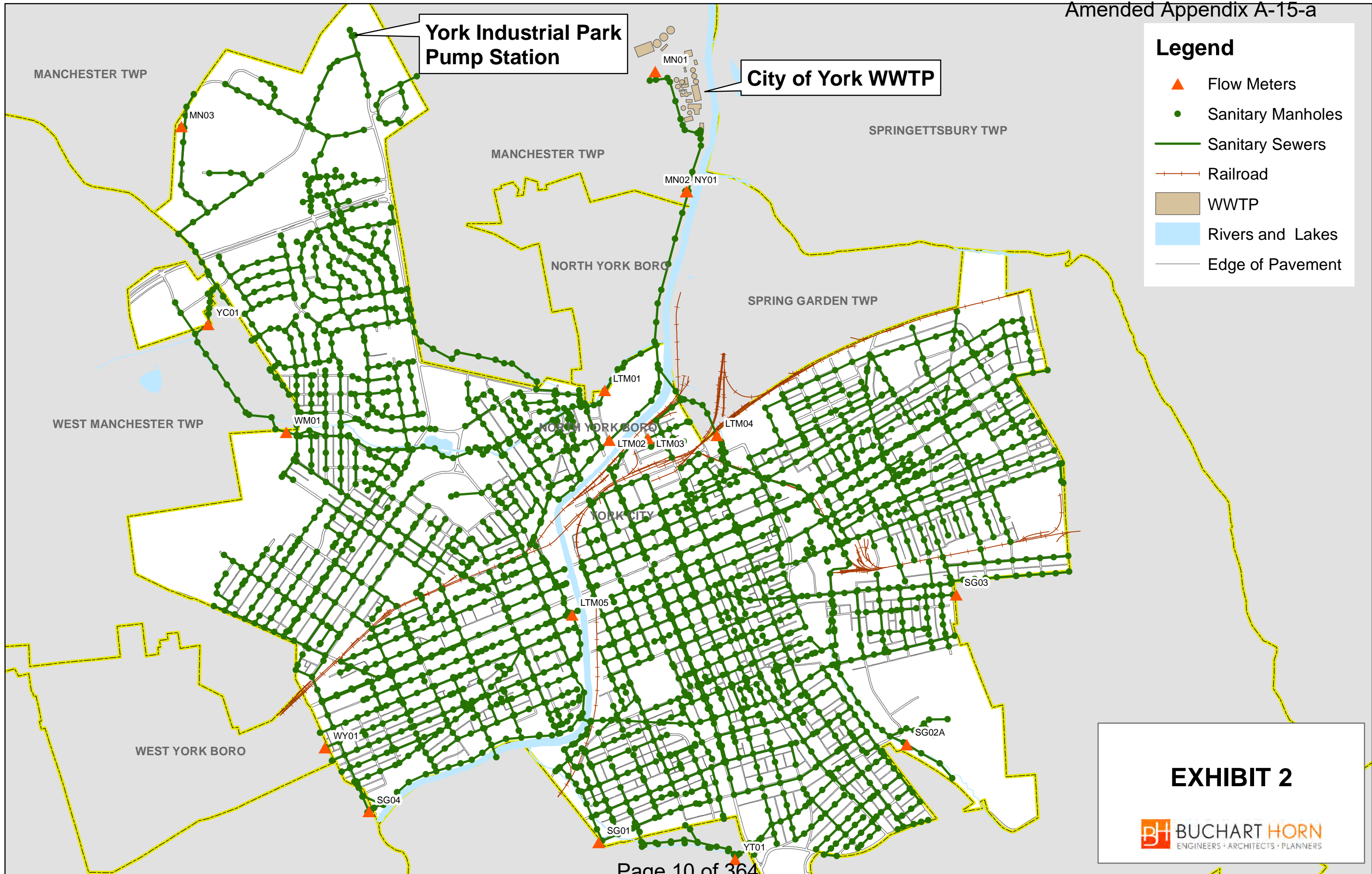


**York Industrial Park Pump Station**

**City of York WWTP**

**Legend**

-  Flow Meters
-  Sanitary Manholes
-  Sanitary Sewers
-  Railroad
-  WWTP
-  Rivers and Lakes
-  Edge of Pavement



**EXHIBIT 2**





## Section 4: Property Inventory

Property and Rights of Way assets were compiled by the City of York staff. These assets include approximately 31 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
<b>TOTAL:</b>					<b>\$40,501.00</b>

\* 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

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 Hosiery 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

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

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

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
<b>TOTAL:</b>					<b>\$94,373.54</b>

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

***APPENDIX A: WWTP INVENTORY SHEETS***

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York01 - WWTP Headworks

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Headworks Building Structure	1988	Ea. 1	\$1,803,333.76
	Piping			
	Electrical Wiring			
380.11	Electrical Equipment Transformers	1988	Ea. 1	\$30,662.80
	Control Panel			
354.40	EIM Gate Operators	1999	Ea. 1	\$9,600.00
380.11	Grit Dump Facility	2001	Ea. 1	\$64,200.00
380.11	Pista-grit No. 1	2002	Ea. 1	\$6,733.20
380.11	Grit Removal System	2004	Ea. 1	\$101,506.80
	Grit Classifier			
	Piping - Grit Classifier			
	Electrical Wiring			
354.40	Headworks Building Upgrades (HVAC, Odor Control) Piping	2009	Ea. 1	\$208,122.00
380.11	Process Equipment - HVAC, Odor Control	2009	Ea. 1	\$200,066.40
380.11	Process Equipment - Bar Screens & Associated Equipment	2011	Ea. 2	\$787,560.00
354.40	Headworks Building Upgrades Process Piping less than 8" within Building Structure	2011	Ea. 1	\$267,063.60
	Electrical Wiring			
354.40	Electrical Equipment - Bar Screen	2011	Ea. 1	\$17,865.60
354.40	Headworks Building Upgrades	2012	Ea. 1	\$10,410.00
354.40	Flow Control Gate Replacements	2016	Ea. 2	\$10,200.00
354.40	Headworks Building Upgrades (Overhead Doors)	2014	Ea. 1	\$12,183.60
354.40	Overhead Door	2017	Ea. 2	\$18,703.20
<b>Total items 26</b>				<b>\$3,548,210.96</b>



# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 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	Ea. 1	\$118,964.40
380.00	Process Equipment - Pumps & Associated Piping	1990	Ea. 3	\$209,080.80
354.40	Electrical Equipment Controls VFD	1990	Ea. 1	\$49,800.00
354.40	Channel Improvements	1995	Ea. 1	\$11,274.00
<b>Total items 4</b>				<b>\$389,119.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Primary Clarifiers	1954	Ea. 8	\$95,716.80
354.40	Primary Clarifiers Upgrades	1963	Ea. 1	\$237,682.80
354.40	Primary Clarifiers Upgrades	1981	Ea. 1	\$4,800.00
354.40	Primary Clarifiers Upgrades	1991	Ea. 8	\$2,949,234.00
380.90	Whipps Sluice Gate	2016	Ea. 1	\$14,250.00
380.90	Whipps Sluice Gate	2016	Ea. 1	\$7,710.00
354.40	Vertical Pump	2016	Ea. 1	\$7,812.00
354.40	Primary Clarifiers Upgrades	2020	Ea. 5	\$1,322,682.00
	Piping			
	Electrical Wiring			
	Electrical Equipment, Control Panels, Power Supplies			
	Process Equipment - Includes 5 Clarifier Drives,			
	Baffles, Flights & Associated Equipment			
	Flow Meters			
	Hand-wheel Gate			
	Stub Shafts & Chain			
	Wireway			
	<b>Total items</b>	16		\$4,639,887.60

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Pump Station Structure	1916	Ea.	1	\$14,713.20
354.40	Pump Station Structure Upgrades	1990	Ea.	1	\$644,860.59
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment	1990	Ea.	5	\$111,243.63
	Pumps				
354.40	Pump Station Structure Upgrades (HVAC System)	1996	Ea.	1	\$74,756.40
	Wall Closure				
	Structure				
	Process Equipment, Fan Units				
	Piping				
	Electrical Wiring				
354.40	Ind. Hot Water Sys.	1997	Ea.	1	\$8,400.00
354.40	AC System	1997	Ea.	1	\$117,600.00
380.00	Process Equipment	2001	Ea.	2	\$581,593.20
	Blowers				
	Electrical Wiring				
	Electrical Equipment, Power Supplies, Control Panel				
354.40	UPS-PSPS	2002	Ea.	1	\$7,140.00
354.40	Pump Station Structure Upgrades	2008	Ea.	1	\$26,700.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment	2008	Ea.	1	\$66,600.00
354.40	Pump Station Structure Upgrades	2009	Ea.	1	\$18,000.00
354.40	Pump Station Structure Upgrades	2010	Ea.	1	\$237,798.00
	Piping				
	Structure				
	Electrical Wiring				
	Electrical Equipment, Power Supplies, Control Panel				
380.00	Process Equipment, Scum Pumps	2010	Ea.	2	\$104,610.00
380.00	Process Equipment, Valves	2012	Ea.	1	\$16,800.00
354.40	Electrical Wiring	2012	Ea.	1	\$507,852.00
354.40	Electrical Equipment - Cable trays	2012	Ea.	1	\$822,075.60
354.40	Vaughin Pump	2020	Ea.	1	\$144,000.00
<b>Total items 35</b>					<b>\$3,504,742.62</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 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	FeSO4 TankStructure	1981	Ea.	1	\$58,620.00
354.40	FeSO4 TankStructure Upgrade	1990	Ea.	1	\$20,492.40
380.20	Process Equipment - 4 Pumps & Associated Equipment	1990	Ea.	4	\$114,600.00
354.40	FeSO4 TankStructure Upgrade	2008	Ea.	1	\$47,700.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.20	Process Equipment, Chem Feed Pump	2008	Ea.	1	\$6,000.00
<b>Total items</b>					<b>8</b>
					<b>\$247,412.40</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Pumping Station Structure	1954	Ea.	1	\$32,904.00
354.40	Pumping Station Structure Upgrade Piping	1963	Ea.	1	\$63,510.00
354.40	Pumping Station Structure Upgrade	1981	Ea.	1	\$1,599.60
354.40	Pumping Station Structure Upgrade Piping Electrical Wiring Electrical Equipment	1990	Ea.	1	\$140,912.40
380.00	Process Equipment - Stormwater Pumps	1990	Ea.	3	\$198,052.80
354.40	Baffles	2014	Ea.	1	\$17,432.40
<b>Total items 10</b>					<b>\$454,411.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Effluent Pump Station Structure	1954	Ea.	1	\$9,715.20
354.40	Effluent Pump Station Structure Upgrade	1991	Ea.	1	\$122,126.40
	Piping				
	Electrical Equipment				
380.00	Process Equipment - Pumps and Associated Equipment	1991	Ea.	3	\$43,519.20
380.00	Drainage Pump	1998	Ea.	1	\$4,200.00
354.40	Effluent Pump Station Structure Upgrade	2001	Ea.	1	\$5,032.80
380.00	Process Equipment, Pump	2001	Ea.	1	\$82,792.80
354.40	Effluent Pump Station Structure Upgrade	2010	Ea.	1	\$35,476.80
	Piping				
	Electrical Wiring				
380.00	Process Equipment - Decant Pump & Grinder	2010	Ea.	1	\$79,304.40
354.40	Electrical Wiring	2012	Ea.	1	\$47,908.80
354.40	Roof Replacement	2013	Ea.	1	\$9,856.80
380.00	Prim. Effl. Pump #2 Rehab.	2013	Ea.	1	\$28,284.00
<b>Total items 15</b>					<b>\$468,217.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Structure Electrical Wiring	2011	Ea. 1	\$86,985.60
	<b>Total items</b>	2		\$86,985.60



# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 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	Primary Switch Gear Facility	2008	Ea.	1	\$76,946.40
354.40	Primary Switch Gear Facility Upgrade	2011	Ea.	1	\$987,619.20
	Electrical Wiring				
	Electrical Equipment, Transformers				
380.00	Process Equipment, SCADA	2011	Ea.	1	\$24,360.00
	<b>Total items</b>			<b>5</b>	<b>\$1,088,925.60</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity Unit No.</b>	<b>Original Cost</b>
354.40	Structure Process Equipment, Sampler Piping Electrical Equipment	1981	Ea. 1	\$140,043.60
	<b>Total items</b>	4		\$140,043.60

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York14 - Train 2 A2O Tank

Acct No.	Item	Year Installed	Quantity		Original Cost
			Unit	No.	
354.40	A2O Tank Structure	1954	Ea.	1	\$313,375.20
354.40	A2O Tank Structure Upgrade	1981	Ea.	1	\$1,599.60
354.40	A2O Tank Structure Upgrade	1990	Ea.	1	\$1,522,795.20
	Electrical Equipment, Control Panel				
380.20	MLSS Analyzer	1990	Ea.	1	\$3,264.00
354.40	A2O Tank Structure Upgrade - New Walkways	2012	Ea.	1	\$1,020,703.20
	Piping				
	Electrical Wiring				
380.20	Process Equipment - Surface Aerators/Mixers	2012	Ea.	8	\$3,074,415.60
<b>Total items</b> 9					<b>\$5,936,152.80</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 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	Final Clarifier Structures	1954	Ea.	3	\$160,860.26
354.40	Final Clarifier Structures Upgrades Piping	1963	Ea.	3	\$228,008.40
380.15	Process Equipment	1963	Ea.	3	\$30,060.00
354.40	Final Clarifier Structures Upgrades Piping Electrical Wiring Electrical Equipment	1990	Ea.	3	\$212,810.40
380.15	Process Equipment - Clarifiers	1990	Ea.	3	\$323,696.40
380.15	Process Equipment - Launder Covers	2010	Ea.	3	\$213,600.00
354.40	Final Clarifier Structures Upgrades Electrical Wiring	2011	Ea.	3	\$160,052.40
380.15	Process Equipment - Clarifiers Drive Replacement & Equipment	2011	Ea.	3	\$227,782.80
354.40	Final Clarifier Structures Upgrades Piping Electrical Wiring	2012	Ea.	3	\$296,918.40
380.15	Process Equipment - Clarifier Drives	2012	Ea.	3	\$72,000.00
<b>Total items 17</b>					<b>\$1,925,789.06</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	RSPS Structure Piping Electrical Wiring	1990	Ea. 1	\$895,258.73
380.00	Process Equipment - 3 RAS pumps, 2 WAS pumps	1990	Ea. 5	\$166,743.43
354.40	RSPS Structure Upgrades Piping Electrical Wiring	2003	Ea. 1	\$34,713.60
380.00	Process Equipment - Sodium Hypochlorite Disinfection System	2003	Ea. 1	\$42,092.40
354.40	RSPS Structure Upgrades Piping Electrical Wiring Electrical Equipment, Controls	2010	Ea. 1	\$14,002.80
380.00	Process Equipment - Sodium Hypochlorite Pump Replacements	2010	Ea. 1	\$39,000.00
354.40	RSPS Structure Upgrades Electrical Equipment, Transformer, Control Panel Electrical Wiring	2011	Ea. 1	\$40,363.20
380.00	Process Equipment - RAS Pump No 4 Replacement	2011	Ea. 1	\$230,702.40
380.00	Process Equipment - Magnetic Flow meter Replacement	2012	Ea. 1	\$20,440.80
354.40	Roof Replacement	2013	Ea. 1	\$32,019.60
380.00	Pump Replacement	2013	Ea. 1	\$6,068.40
<b>Total items 20</b>				<b>\$1,521,405.36</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Flume Structure Piping Electrical Wiring Electrical Equipment, Switching	1988	Ea. 1	\$52,252.80
354.40	Flume Structure Upgrades Piping	2001	Ea. 1	\$217,125.60
<b>Total items</b>			<b>6</b>	<b>\$269,378.40</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity</b>	<b>Unit No.</b>	<b>Original Cost</b>
354.40	Structure Electrical Wiring	1988	Ea.	1	\$48,072.00
380.20	Process Equipment - Weir Gates	1988	Ea.	3	\$12,000.00
	<b>Total items</b>	<b>3</b>			<b>\$60,072.00</b>



# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	T3 A2O Tank Structure Piping Electrical Equipment	1988	Ea. 1	\$4,606,344.00
380.20	ATI self-cleaning unit	2003	Ea. 1	\$3,438.00
354.40	T3 A2O Tank Structure Upgrades Piping Electrical Wiring Upgrades	2011	Ea. 1	\$1,586,974.80
380.20	Process Equipment - 12 Meters, 12 Surface Aerators/Mixers	2011	Ea. 12	\$4,281,618.00
354.40	T3 A2O Tank Structure Upgrades	2012	Ea. 1	\$3,205.20
<b>Total items 9</b>				<b>\$10,481,580.00</b>

# Amended Appendix A-15-a

Revised 8/4/2021

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York20 - Train 3 Fin. Clarifier Flow Splitter Box

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Splitter Box Structure Piping Electrical Wiring	1988	Ea. 1	\$75,508.80
380.15	Process Equipment - Weir Gates	1988	Ea. 3	\$12,000.00
354.40	Structure - Analyzer Building Piping - Analyzer Building Electrical Wiring - Analyzer Building Electrical Equipment - Analyzer Building	2011	Ea. 1	\$49,239.60
380.15	Process Equipment - Analyzer Building	2011	Ea. 1	\$109,557.60
<b>Total items 8</b>				<b>\$246,306.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 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	Final Clarifier Structures	1988	Ea.	3	\$1,837,536.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.15	Process Equipment - 3 Claifier Drives, Bridge, Baffles	1988	Ea.	3	\$441,600.00
380.15	Process Equipment - Launder Covers	2010	Ea.	3	\$393,572.40
<b>Total items</b> 6					<b>\$2,672,708.40</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	RSPS Structure Piping Electrical Wiring	1988	Ea. 1	\$893,855.38
380.00	Process Equipment - 4 RAS, 2 WAS Pumps	1988	Ea. 6	\$60,021.96
354.40	RSPS Structure Upgrade Piping Electrical Wiring Electrical Equipment	2008	Ea. 1	\$138,494.40
380.00	Process Equipment - 4 Mag Meters to Discharge side of RAS Pumps	2008	Ea. 1	\$66,600.00
354.40	RSPS Structure Upgrade Piping Electrical Wiring Electrical Equipment, 22 VFD's	2011	Ea. 1	\$1,506,498.00
380.00	Process Equipment - 4 Pumps & 4 Mag Meters	2011	Ea. 4	\$223,502.40
<b>Total items 13</b>				<b>\$2,888,972.14</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	FeSO4 Structure	1988	Ea.	1	\$75,600.00
380.20	Process Equipment - 1 FESO4 Tank & 2 Feed Pumps	1988	Ea.	1	\$66,000.00
354.40	FeSO4 Structure Upgrades	2008	Ea.	1	\$47,700.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.20	Process Equipment - Feed Pump Replacement	2008	Ea.	1	\$6,000.00
<b>Total items</b> 6					<b>\$195,300.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York24 - Filter Building

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Filter Structure	1989	Ea.	1	\$1,917,082.66
380.40	Mud Valves	2014	Ea.	5	\$23,976.00
380.40	Weir Gates and Operators	2015	Ea.	5	\$124,794.00
380.40	Stop Log Replacement (25 Logs)	2015	Ea.	1	\$10,155.60
354.40	Filter Structure Upgrade	2021	Ea.	1	\$947,371.20
	Piping				
	Electrical Wiring				
	Electrical Equipment, Control Panels				
380.40	1-EIM Gate Operator	2021	Ea.	1	\$3,360.00
380.40	Filter Equip. Replace - 4 New Diamond Filters w/ Backwash Systems & Traveling Bridges	2021	Ea.	4	\$6,515,594.40
380.40	Mechanical Equipment System - 2 Roof Fans, 10 Unit Heaters, Air Conditioning Unit	2021	Ea.	1	\$192,000.00
<b>Total items 11</b>					<b>\$9,734,333.86</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	UV Structure Piping	1981	Ea. 1	\$389,079.60
380.30	Process Equipment, UV Banks	1981	Ea. 1	\$38,046.00
354.40	UV Structure Upgrades	1989	Ea. 1	\$533,930.40
380.30	Process Equipment, UV Banks	1989	Ea. 1	\$110,868.00
354.40	3-EIM Gate Operators	1999	Ea. 3	\$10,080.00
354.40	UV Structure Upgrades Electrical Wiring Electrical Equipment	2001	Ea. 1	\$271,255.20
380.30	Process Equipment - 12 UV Banks, 6 Weir Gates	2001	Ea. 1	\$874,582.80
380.30	Process Equipment - Self-Cleaning Equipment for 12 Banks	2013	Ea. 1	\$106,593.60
<b>Total items 8</b>				<b>\$2,334,435.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York26 - Maintenance Building

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Maintenance Building Electrical Equipment Piping	1969	Ea. 1	\$109,833.60
380.00	Process Equipment	1969	Ea. 1	\$952.80
354.40	Maintenance Building Upgrades Electrical Wiring Electrical Equipment	1989	Ea. 1	\$1,293,553.54
380.00	Process Equipment	1998	Ea. 1	\$10,980.00
354.40	Maintenance Building Upgrades, HVAC System	2008	Ea. 1	\$248,924.40
<b>Total items 9</b>				<b>\$1,664,244.34</b>



# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Solids Handling Building	1981	Ea.	1	\$3,262,554.78
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment	1981	Ea.	1	\$59,999.76
354.40	Solids Handling Building Upgrades	1989	Ea.	1	\$145,491.60
	Piping				
	Electrical Equipment				
354.40	Solids Handling Building Upgrades	1991	Ea.	1	\$948,464.40
	Electrical Equipment				
	Piping				
	Electrical Wiring				
380.00	Process Equipment	1991	Ea.	1	\$945,770.40
380.00	Polymer Mixers	1998	Ea.	6	\$33,120.00
380.00	P-23 Utility Pump	1999	Ea.	1	\$6,786.00
380.00	P-24 Utility Pump	2000	Ea.	1	\$6,786.00
354.40	Solids Handling Building Upgrades	2003	Ea.	1	\$625,826.40
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment	2003	Ea.	1	\$1,151,328.00
380.00	Sludge Sampler	2004	Ea.	1	\$10,920.00
364.00	N. Gas Flowmeter	2004	Ea.	1	\$2,419.20
380.00	Process Equipment - Polymer Tank	2004	Ea.	1	\$122,790.00
354.40	Electrical Equipment - Polymer Tank	2004	Ea.	1	\$33,517.20
354.40	Electrical Wiring - Polymer Tank	2004	Ea.	1	\$27,142.80
354.40	Piping - Polymer Tank	2004	Ea.	1	\$36,442.80
354.40	Structure - Polymer Tank	2004	Ea.	1	\$14,160.00
380.00	Process Equipment - Sludge Bin	2005	Ea.	1	\$473,166.24
354.40	Piping - Sludge Bin	2005	Ea.	1	\$5,369.40
354.40	Electrical Equipment - Sludge Bin	2005	Ea.	1	\$14,894.40
354.40	Electrical Wiring - Sludge Bin	2005	Ea.	1	\$20,376.24
354.40	Structure - Sludge Bin	2005	Ea.	1	\$77,197.63
380.00	Process Equipment - Paper Feed	2005	Ea.	1	\$82,173.20
354.40	Electrical Wiring - Paper Feed	2005	Ea.	1	\$68,565.32
354.40	Structure - Sludge Tanks	2006	Ea.	1	\$367,181.32
	Piping - Sludge Tanks				
	Electrical Equipment - Sludge Tanks				
	Electrical Wiring - Sludge Tanks				
380.00	Process Equipment - Sludge Tanks	2006	Ea.	1	\$295,019.56
354.40	Solids Handling Building Upgrades	2008	Ea.	1	\$121,892.40
354.40	Structure - Centrifuge	2010	Ea.	1	\$4,292,293.20
	Electrical Wiring - Centrifuge				
	Electrical Equipment - Centrifuge				
	HVAC Equipment - Centrifuge				

## Amended Appendix A-15-a

	HVAC Piping/Duct - Centrifuge				
	Piping - Centrifuge				
380.00	Process Equipment, Mixing Pumps	2010	Ea.	3	\$109,081.76
380.00	Process Equipment - Centrifuge	2010	Ea.	3	\$1,963,851.60
354.40	Electrical Equipment	2011	Ea.	1	\$27,224.40
354.40	Solids Handling Building Upgrades	2012	Ea.	1	\$220,546.80
	Piping				
	Electrical Wiring				
380.00	Process Equipment, GBT Feed Pumps	2012	Ea.	1	\$16,275.60
380.00	Centrifuge Rehabilitation	2014	Ea.	1	\$56,482.80
354.40	Heat Trace Installation	2014	Ea.	1	\$15,355.20
380.00	Sensidyne Gas Detection System	2014	Ea.	1	\$15,337.20
354.40	Gas Detection/Alarm	2014	Ea.	1	\$9,330.00
380.00	Capacitor	2014	Ea.	1	\$7,112.40
354.40	Glass Lined Valves	2014	Ea.	10	\$44,608.80
380.00	Vanton Pump	2015	Ea.	1	\$15,985.20
380.00	Vaughn Pump HE	2015	Ea.	1	\$17,157.60
380.00	Vaughn Vertical WW Pump	2015	Ea.	1	\$13,650.00
380.00	VFD's	2015	Ea.	1	\$11,929.20
380.00	Backwash Strainer	2015	Ea.	1	\$20,400.00
380.00	Sulfuric Acid Tank	2015	Ea.	1	\$31,993.20
380.00	Fairbanks Morse Pumps - Sludge Feed	2015	Ea.	2	\$36,795.60
380.00	Sludge Feed Pumps	2016	Ea.	1	\$54,000.00
354.40	Gear Unit Repair	2016	Ea.	1	\$70,043.28
354.40	Heat Trace Panel	2016	Ea.	1	\$23,802.73
394.00	Wilo Sub Pump	2016	Ea.	1	\$6,912.73
394.00	Wilo Pumps	2016	Ea.	3	\$23,166.22
394.00	Wilo Pumps	2016	Ea.	2	\$23,968.43
354.40	GBT Sample Pump	2016	Ea.	1	\$12,120.00
354.40	Strainer	2016	Ea.	1	\$12,960.00
354.40	Sump Pump	2016	Ea.	1	\$29,460.00
354.40	Dodge Reducer	2016	Ea.	1	\$21,834.00
354.40	Polymer Feed Pump	2016	Ea.	1	\$14,770.80
380.00	(2) Blending units & (3) Centrifuge Pumps	2018	Ea.	1	\$22,200.00
<b>Total items 78</b>					<b>\$16,200,003.80</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York28 - Control Building

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Control Building	1954	Ea.	1	\$250,700.40
354.40	Control Building Upgrades	1963	Ea.	1	\$135,139.20
354.40	Control Building Upgrades	1981	Ea.	1	\$39,976.80
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment - Polymer Storage, Pumps	1981	Ea.	1	\$20,810.40
354.40	Control Building Upgrades	1989	Ea.	1	\$169,753.20
	Piping				
380.00	Process Equipment	1989	Ea.	1	\$270,398.40
354.40	Electrical Equipment	1989	Ea.	1	\$37,417.20
354.40	Control Building Upgrades	1991	Ea.	1	\$4,597,831.82
	Electrical Equipment				
	Piping				
	Electrical Wiring				
380.00	Process Equipment - Sludge Handling & Gas	1991	Ea.	1	\$445,834.80
	Equipment				
354.40	VAX Upgrade	1995	Ea.	1	\$29,180.40
354.40	Electrical Equipment	1997	Ea.	1	\$10,500.00
380.00	Computer System	1999	Ea.	1	\$738,488.40
354.40	HVAC Upgrade	1999	Ea.	1	\$131,070.00
354.40	SCADA Alarm System	2002	Ea.	1	\$49,371.60
354.40	UPS-Cogeneration	2002	Ea.	1	\$11,850.00
354.40	Electrical Wiring	2003	Ea.	1	\$20,292.00
354.40	Electrical Equipment	2003	Ea.	1	\$124,696.80
354.40	Electrical Equipment	2007	Ea.	1	\$22,206.00
354.40	Control Building Upgrades	2008	Ea.	1	\$201,196.80
354.40	Control Building Upgrades	2010	Ea.	1	\$612,000.00
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment - Sump Pump & 2 Centrate Pumps	2010	Ea.	1	\$27,240.00
380.00	Process Piping - Sump Pump & 2 Centrate Pumps	2010	Ea.	1	\$38,160.00
354.40	Control Building Upgrades	2011	Ea.	1	\$238,934.40
	Piping - Centrate Drain				
	Electrical Wiring				
	Electrical Equipment				
354.40	Struct. (Breakroom Renovation)	2014	Ea.	1	\$66,657.60
<b>Total items 35</b>					<b>\$8,289,706.22</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York29 - Gravity Thickeners

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Gravity Thickeners Building Piping Electrical Wiring Electrical Equipment	1981	Ea. 1	\$451,492.80
380.00	Process Equipment - Bridge, Drives, Rake Arm for 2 Thickeners	1981	Ea. 1	\$131,573.19
354.40	Gravity Thickeners Building Upgrades Piping Electrical Wiring Electrical Equipment	1990	Ea. 1	\$139,542.00
380.00	Process Equipment - Feed Pumps	1990	Ea. 3	\$59,880.00
380.00	Process Equipment - Rehab Bridge, Rake Arms & Replace Drive Unit	2010	Ea. 1	\$149,509.20
380.00	Grav. Belt Thick. Sludge Pump	2019	Ea. 1	\$28,800.00
<b>Total items 12</b>				<b>\$960,797.19</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York30 - Microturbine Building

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Microturbine Building	1968	Ea.	1	\$153,921.60
354.40	Microturbine Building Updates	1981	Ea.	1	\$93,705.60
354.40	Microturbine Building Updates	1991	Ea.	1	\$362,285.04
354.40	Microturbine Building Updates	2008	Ea.	1	\$246,264.00
354.40	Microturbine Building Updates	2011	Ea.	1	\$1,087,069.20
	Piping				
	Electrical Wiring				
380.00	Process Equipment - Heat Recovery Unit, Gas Compressor Equipment	2011	Ea.	1	\$183,180.00
354.40	Electrical Equipment - Microturbine Generators	2011	Ea.	2	\$3,893,083.20
354.40	Biogas Piping Improvement	2017	Ea.	1	\$135,720.00
<b>Total items</b> 10					<b>\$6,155,228.64</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Pressure Water Pumping Station Piping	1968	Ea.	1	\$19,860.00
371.20	Process Equipment - Pressure Tank	1968	Ea.	1	\$17,340.00
371.20	Pressurization water pump	2002	Ea.	1	\$9,456.00
371.20	Pressurization water pump	2003	Ea.	1	\$9,456.00
<b>Total items 5</b>					<b>\$56,112.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost	
354.40	Chlorine Building	1954	Ea.	1	\$18,019.20	
354.40	Chlorine Building Updates	1981	Ea.	1	\$5,689.20	
354.40	Chlorine Building Updates Electrical Wiring Electrical Equipment, Controls	1991	Ea.	1	\$421,476.61	
354.40	Chlorine/Blower Building Updates (Added Blowers) Piping Electrical Wiring	2012	Ea.	1	\$208,209.60	
380.20	Process Equipment - Train 2 Final Clarifier Influent Channel Blower (2), Train 2 Reaeration Blower (2)	2012	Ea.	1	\$185,431.20	
<b>Total items</b>					<b>8</b>	<b>\$838,825.81</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 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	Digester Building	1954	Ea.	1	\$350,980.80
354.40	Digester Building Updates	1981	Ea.	1	\$46,022.40
	Electrical Wiring				
	Electrical Equipment				
354.40	Digester Building Updates	1990	Ea.	1	\$337,779.76
	Electrical Equipment				
380.16	Process Equipment - Gas Equipment, Heat Exchanger, Mixing Pump	1990	Ea.	1	\$788,419.22
354.40	Piping	1995	Ea.	1	\$36,396.00
364.00	Sludge Flow Meter	2001	Ea.	1	\$8,496.00
354.40	Digester Building Updates	2003	Ea.	1	\$319,260.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.16	Process Equipment - Sludge Mixing Pumps	2003	Ea.	8	\$212,199.60
354.40	Digester Building Updates	2009	Ea.	1	\$913,863.60
380.16	Sludge Transfer Pump	2009	Ea.	1	\$52,483.20
380.16	Digester Recycle pump	2009	Ea.	1	\$52,483.20
380.16	Digester 3 Transfer Pump Piping	2009	Ea.	1	\$63,000.00
380.16	Digester 3 Sludge Recycle Piping	2009	Ea.	1	\$34,800.00
380.16	Digester 3 Rehab	2009	Ea.	1	\$252,000.00
380.16	Digester Mixing System	2009	Ea.	1	\$96,480.00
354.40	Digester Building Updates	2010	Ea.	1	\$1,667,758.80
	Piping				
	Electrical Wiring				
	Electrical Equipment, Controls				
	HVAC Piping/ductwork				
380.16	Process Equipment - 3 Sludge Mixing Pumps & 14 Plug Valves	2010	Ea.	1	\$210,453.60
380.16	Dig. 2 Vaughan Pump Rehab	2013	Ea.	1	\$18,740.40
380.00	Digester and Sludge Valves	2014	Ea.	1	\$93,320.00
354.40	Valve	2015	Ea.	1	\$28,400.00
364.00	Five Digester Biogas Flow Meters	2015	Ea.	1	\$34,000.00
<b>Total items 31</b>					<b>\$5,617,336.57</b>



# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York34 - Ash Lagoons

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Ash Lagoons Piping	1981	Ea. 1	\$117,237.60
380.80	Process Equipment - 2 Drain Gates, 2 Drain Valves	1981		\$78,314.40
	<b>Total items</b>	<b>3</b>		<b>\$195,552.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Filtrate Pump Station Piping Electrical Wiring Electrical Equipment, Controls	1981		\$121,225.20
380.00	Process Equipment - Filtrate Pump	1981		\$12,504.00
	<b>Total items</b>	<b>4</b>		<b>\$133,729.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Filtrate Holding Tanks Piping	1981	Ea.	1	\$83,487.60
380.00	Process Equipment - Drive, Bridge, Aerator Well & Scraper Arms	1981	Ea.	1	\$362,016.00
	<b>Total items</b>	<b>2</b>			<b>\$445,503.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity		Original Cost
			Unit	No.	
354.40	5000 Amp Bus	2016	Ea.	1	\$55,289.54
354.40	5000 Amp Bus	2018	Ea.	1	\$59,325.60
<b>Total items</b> 1					<b>\$114,615.14</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity</b>	<b>Unit No.</b>	<b>Original Cost</b>
354.40	Electrical Wiring	2020	Ea.	1	\$439,802.40
354.40	Electrical Equipment	2020	Ea.	1	\$1,036,604.40
<b>Total items 2</b>					<b>\$1,476,406.80</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity		Original Cost
			Unit	No.	
354.40	Electrical Wiring	1989	Ea.	1	\$19,408.80
354.40	Electrical Equipment	1989	Ea.	1	\$275,292.00
354.40	Electrical Equipment	1996	Ea.	1	\$3,200.40
<b>Total items 3</b>					<b>\$297,901.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Scum Box Structure	1981	Ea.	1	\$57,742.80
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.15	Process Equipment - Scum Pumps	1981	Ea.	2	\$3,240.00
354.40	Scum Box Structure Upgrades	1991	Ea.	1	\$63,970.45
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.15	Process Equipment - Scum Pumps	1991	Ea.	2	\$48,574.44
354.40	Scum Box Structure Upgrades	2010	Ea.	1	\$11,052.00
	Piping				
	Electrical Wiring				
380.15	Process Equipment - Bypass Gate	2010	Ea.	1	\$35,640.00
<b>Total items 13</b>					<b>\$220,219.69</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 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	Remote Scum Box Structure	1988	Ea.	1	\$76,148.40
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.15	Process Equipment - Scum Pumps	1988	Ea.	3	\$52,800.00
380.15	Scum Pump - Replacement	2014	Ea.	1	\$11,815.20
<b>Total items</b> 6					<b>\$140,763.60</b>



# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	T3 Scum Box Structure Piping Electrical Wiring Electrical Equipment	1988	Ea.	1	\$28,282.80
380.15	Process Equipment - Scum Pump	1988	Ea.	1	\$18,000.00
	<b>Total items</b>	<b>4</b>			<b>\$46,282.80</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 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	Decant Grinder Pump Structure Electrical Wiring Electrical Equipment, Controls	1988	Ea,	1	\$15,877.20
380.00	Process Equipment - Piping & Valves	1988	Ea,	1	\$4,800.00
380.00	Gorman Rupp Pump	2002	Ea,	1	\$4,200.00
	<b>Total items</b>	<b>3</b>			<b>\$24,877.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York46 - Cascade

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Cascade Structure Piping Electrical Equipment	1981	Ea. 1	\$116,476.80
380.00	Process Equipment - Weir Gate	1981	Ea. 1	\$8,932.80
	<b>Total items</b>	<b>3</b>		<b>\$125,409.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Effluent Pumping Station	1990	Ea.	1	\$300,216.00
	Electrical Wiring				
	Electrical Equipment				
354.40	Electrical Wiring	2010	Ea.	1	\$1,620.00
380.00	Process Equipment - Screw Pump	2010	Ea.	1	\$168,330.00
380.00	Process Equipment - Screw Pumps	2019	Ea.	2	\$669,754.80
<b>Total items 4</b>					<b>\$1,139,920.80</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.40	Effluent Bypass Structure Piping	1990	Ea. 1	\$8,090.40
354.40	Electrical Wiring Structure	2003	Ea. 1	\$79,167.60
<b>Total items 4</b>				<b>\$87,258.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Ground Water Well #2 Structure	1954	Ea.	1	\$939.60
354.40	Ground Water Well #2 Structure Upgrade Electrical Wiring	1991	Ea.	1	\$14,106.00
	<b>Total items</b>	<b>3</b>			<b>\$15,045.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity Unit No.</b>	<b>Original Cost</b>
354.40	Flotation Thickener Structure Piping	1981	Ea. 1	\$14,041.20
		<b>Total items</b>	<b>2</b>	<b>\$14,041.20</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity Unit No.</b>	<b>Original Cost</b>
354.4	Effluent Diversion Structure Piping	1981	Ea. 1	\$14,041.20
		<b>Total items</b>	2	\$14,041.20



# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity Unit No.</b>	<b>Original Cost</b>
354.4	Structure	1990	Ea. 1	\$895.20
	Electrical Wiring			
364	Flow Meter	1990	Ea. 1	\$6,000.00
<b>Total items</b>			<b>2</b>	<b>\$6,895.20</b>

# Amended Appendix A-15-a

*Revised 8/4/21*

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

Acct No.	Item	Year Installed	Quantity Unit No.	Original Cost
354.4	Waste Gas Burner Structure Piping Electrical Wiring Electrical Equipment	1981	Ea. 1	\$40,843.20
380	Process Equipment - Waste Gas Burner, Valves and Instrumentation	2004	Ea. 1	\$57,218.40
<b>Total items</b>			<b>5</b>	<b>\$98,061.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York55 - Administration Building

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.70	Administration Building	1989	Ea.	1	\$468,328.61
	Piping				
	Electrical Wiring				
	Electrical Equipment				
394.00	Laboratory Equipment	1989	Ea.	1	\$182,487.70
394.13	Lab Dishwasher	1999	Ea.	1	\$7,996.80
394.18	Operator's WEstation	2000	Ea.	1	\$35,914.80
394.18	Fume Hood	2004	Ea.	1	\$4,518.00
354.70	Administration Building (Flooring)	2007	Ea.	1	\$10,368.00
394.18	Spectrophoto (AA)	2007	Ea.	1	\$70,920.00
394.18	Spectrophoto (PO4)	2007	Ea.	1	\$17,262.00
354.70	Administration Building	2009	Ea.	1	\$1,035,708.00
	Piping				
	Electrical Wiring				
	Electrical Equipment				
	HVAC Equipment				
	HVAC Piping/Ductwork				
394.00	Laboratory Equipment	2008	Ea.	1	\$28,033.20
394.00	Laboratory Equipment	2009	Ea.	1	\$18,288.00
394.00	Laboratory Equipment	2009	Ea.	1	\$10,800.00
354.70	UV Communication Boards (3)	2014	Ea.	1	\$26,796.00
390.00	Servers for GE Plant Operation System	2014	Ea.	1	\$19,090.80
390.00	PI Server and System Upgrades	2014	Ea.	1	\$27,976.80
390.00	PI Server and System Upgrades	2014	Ea.	1	\$13,236.00
394.00	Kjeltec 8200 Distillation Unit	2014	Ea.	1	\$13,146.00
394.00	Lab Duct Coil	2014	Ea.	1	\$20,376.00
394.00	Supply and Return Line	2014	Ea.	1	\$15,060.00
394.00	Wilo pumps (2)	2014	Ea.	1	\$12,117.60
394.00	Wash Water Pump	2014	Ea.	1	\$6,912.00
394.00	Wilo Pump (1)	2014	Ea.	1	\$15,027.60
394.18	EAM Software	2015	Ea.	1	\$18,720.00
394.00	6 System Workstation	2015	Ea.	1	\$18,092.40
394.00	Fume Hood	2018	Ea.	1	\$17,420.40
354.70	Computer	2016	Ea.	1	\$9,707.80
354.70	Computer	2016	Ea.	1	\$9,599.96
394.00	Lab Glassware	2016	Ea.	1	\$17,120.40
<b>Total items</b> 36					<b>\$2,151,024.86</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity</b>	<b>Unit No.</b>	<b>Original Cost</b>
354.40	Effluent Flow Meter Structure	1989	Ea.	1	\$15,699.60
364.00	Process Equipment - Flow Meter	1989	Ea.	1	\$4,620.00
364.00	Flow meter	2002	Ea.	1	\$4,620.00
<b>Total items 3</b>					<b>\$24,939.60</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 354.4 - Structures & Improvements - York58 - Site

Acct No.	Item	Year Installed	Quantity	Unit No.	Original Cost
354.40	Site Structure	1981	Ea.	1	\$808,849.20
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment	1981	Ea.	1	\$847,623.60
354.40	Piping	1989	Ea.	1	\$128,700.00
354.40	Paving	1989	Ea.	1	\$4,853.64
354.40	Site Structure	1991	Ea.	1	\$10,890,655.08
	Piping				
	Electrical Wiring				
380.00	Process Equipment	1991	Ea.	1	\$4,046.08
354.40	Electrical Equipment	1991	Ea.	1	\$278,308.80
354.40	Train 3 Forcemain	2001	Ea.	1	\$363,578.40
354.40	Level Sensors	2001	Ea.	1	\$9,570.00
354.40	Electrical Wiring	2002	Ea.	1	\$36,000.00
354.40	Structure	2003	Ea.	1	\$95,880.00
	Piping				
354.40	Paving	2003	Ea.	1	\$9,360.00
380.00	Equipment	2003	Ea.	1	\$5,640.00
354.40	Paving - Sludge Bin	2005	Ea.	1	\$42,006.00
354.40	Structure - Sludge Bin	2005	Ea.	1	\$10,092.00
354.40	Electrical Equipment - Sludge Bin	2005	Ea.	1	\$4,368.00
354.40	Hot Water Piping	2006	Ea.	1	\$58,800.00
380.00	Process Equipment	2008	Ea.	1	\$45,423.60
354.40	Piping	2008	Ea.	1	\$18,000.00
354.40	Paving	2008	Ea.	1	\$12,000.00
394.00	Isco Samplers	2009	Ea.	1	\$11,904.00
354.40	Piping	2010	Ea.	1	\$150,868.80
354.40	Paving	2010	Ea.	1	\$123,598.80
354.40	Electrical Wiring	2010	Ea.	1	\$155,920.80
354.40	Electrical Equipment	2010	Ea.	1	\$28,720.80
354.40	Fencing	2010	Ea.	1	\$52,263.60
354.40	Structure	2011	Ea.	1	\$2,807,461.20
	Piping				
	Electrical Wiring				
	Electrical Equipment				
354.40	Paving	2011	Ea.	1	\$94,184.40
380.00	Process Piping	2012	Ea.	1	\$43,633.20
354.40	Paving	2012	Ea.	1	\$10,860.00
354.40	Electrical Wiring	2012	Ea.	1	\$1,614.00
354.40	HD Network Communication Gate	2015	Ea.	1	\$6,892.80
380.00	Trash Pump	2015	Ea.	1	\$10,665.60
354.40	Utility Water Header	2015	Ea.	1	\$17,286.00
<b>Total items 42</b>					<b>\$17,189,628.40</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Acct No.</b>	<b>Item</b>	<b>Year Installed</b>	<b>Quantity</b>	<b>Unit No.</b>	<b>Original Cost</b>
354.40	Valve Chamber Structure	1981	Ea.	1	\$36,816.00
	Piping				
354.40	Process Equipment - Plug Valves	1981	Ea.	5	\$12,210.00
		<b>Total items</b>		<b>2</b>	<b>\$49,026.00</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021  
Account 391 - York61 - Transportation Equipment

Acct No.	Item	Model Year	Quantity	Unit No.	Original Cost
391.50	Pickup	2005	Ea.	1	\$18,531.91
391.50	Dump Truck	1986	Ea.	1	\$31,359.53
391.50	Stake Body Truck	2011	Ea.	1	\$46,136.65
391.50	Vactor Truck	1990	Ea.	1	\$155,455.76
391.50	Knuckle Boom Truck	1991	Ea.	1	\$116,385.29
391.50	Ford 3500	2000	Ea.	1	\$34,720.84
391.80	Trailer	1987	Ea.	1	\$2,273.50
391.50	Ford E-350	2002	Ea.	1	\$31,197.46
<b>Total items 8</b>					<b>\$436,060.94</b>

# Amended Appendix A-15-a

Revised 8/4/21

## York City Sewer Authority

### Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 28th, 2021

Account 391 - York62 - Utility Plant Held for Future Use

Acct No.	Item	Model Year	Quantity	Unit No.	Original Cost
354.40	Train 1 Feed Pump Station	1981	Ea.	1	\$331,527.25
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.00	Process Equipment - Pumps	1981	Ea.	3	\$74,400.00
354.40	Train 1 Feed Pump Station Upgrades	2008	Ea.	1	\$69,963.60
<hr/>					
354.40	Train 1 Oxygen Reactor Facility	1981	Ea.	1	\$1,327,341.60
	Electrical Wiring				
	Electrical Equipment				
354.40	Train 1 Oxygen Reactor Facility	1991	Ea.	1	\$157,395.60
	Piping				
	Electrical Wiring				
	Electrical Equipment				
380.14	Process Equipment	1991	Ea.	1	\$173,827.20
<hr/>					
354.40	WWTP Oxygen Generation Building	1981	Ea.	1	\$392,989.47
	Electrical Wiring				
	Electrical Equipment				
354.40	WWTP Oxygen Generation Building	1991	Ea.	1	\$2,336.40
354.40	Electrical Equipment				
<hr/>					
354.40	Train 1 Final Clarifiers	1981	Ea.	1	\$722,886.00
380.15	Process Equipment	1981	Ea.	1	\$183,561.60
	Piping				
	Electrical Wiring				
	Electrical Equipment				
354.40	Train 1 Final Clarifiers	1991	Ea.	1	\$138,060.00
380.15	Process Equipment	1991	Ea.	1	\$27,408.00
<hr/>					
354.40	Train 1 RSPS	1981	Ea.	1	\$181,147.25
	Electrical Wiring				
	Electrical Equipment				
354.40	Train 1 RSPS	1991	Ea.	1	\$5,072.40
	Electrical Equipment				
380.00	Process Equipment	1991	Ea.	1	\$4,800.00
<hr/>					
354.4	Train 1 FCLF Splitter Box	1981	Ea.	1	\$65,199.60
	Process Equipment				
	Piping				
<b>Total items 35</b>					<b>\$3,857,915.97</b>



***APPENDIX B: COLLECTION AND CONVENANCE INVENTORY***

# Amended Appendix A-15-a

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 363 - Sanitary Sewer Services Connection

<b>Facility Description</b>	<b>Year Installed</b>	<b>Count</b>	<b>Actual Cost</b>
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
Sanitary Sewer Service Connection	1951	17	\$2,095.80

## Amended Appendix A-15-a

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
<b>Totals</b>		<b>15,649</b>	<b>\$2,039,891.97</b>

# Amended Appendix A-15-a

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

Account 361 - Collection Sewers - Manholes

<b>Facility Description</b>	<b>Year Installed</b>	<b>Count</b>	<b>Actual Cost</b>
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

## Amended Appendix A-15-a

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

<b>Totals</b>	<b>2627</b>	<b>\$5,351,533.57</b>
---------------	-------------	-----------------------

# Amended Appendix A-15-a

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021  
Account 361 - Collection Sewers - Pipes

<b>Facility Description</b>	<b>Year Installed</b>	<b>Size of Pipe (in)</b>	<b>Length of Pipe (ft)</b>	<b>Actual Cost</b>
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	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

## Amended Appendix A-15-a

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

## Amended Appendix A-15-a

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



## Amended Appendix A-15-a

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**

# Amended Appendix A-15-a

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021

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

<b>Account Number</b>	<b>Facility Description</b>	<b>Year Installed</b>	<b>Count</b>	<b>Actual Cost</b>
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
		<b>Totals</b>	<b>1709</b>	<b>\$199,379.54</b>

# Amended Appendix A-15-a

## York City Sewer Authority

### *Acquisition of the Assets of the York City Sewer Authority*

Original Cost at May 28th, 2021  
Collection System Summary

<b>Account Number</b>	<b>Facility Description</b>	<b>Count (ea or ft)</b>	<b>Actual Cost</b>
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
		<b>Totals</b>	<b>\$34,303,573.09</b>

***APPENDIX C: PROPERTY INVENTORY***

# Amended Appendix A-15-a

## 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

# Amended Appendix A-15-a

	<b>GRANTEE</b>	<b>GRANTOR</b>	<b>REC. DATE</b>	<b>BOOK / PAGE</b>	<b>DESCRIPTION</b>
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 by re-signing

The  
 Guardian Trust Co. of  
 York Pa.  
 manifested  
 April 11  
 1908.

attest

C. H. Baughman secretary.

By M. D. Martin, President

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-  
 scribe 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-  
 shance 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 Jan 17, 1915.

Recorded Dec 28th 1911.

George Low, Recorder  
 per Pein M. Besse, 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 incor-  
porated 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, bargained, sold, aliened,  
enjoyed, released and confirmed, and by these presents  
does grant, bargain, sell, alien, enjoy, release and con-  
firm unto the said party of the second part its successors  
and assigns.

All that lot or piece of ground with the im-  
provements thereon situate at the north east corner  
of South Duke Street and East Mason Alley, in the 5th  
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 men-  
tioned 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 Dor-  
is Meddrell, thence southwardly along said last men-  
tioned 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 continuing eastwardly on said Duke Street



seventy one and two tenths feet (71.2) and extending eastwardly of equal width, sixty six and eight tenths feet (66.8) to property of Florence Campbell and Dorcas M. Driscoll

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 <sup>and Edward P. Slag and Annie L.</sup> Selmer C. Seigler and <sup>Winnifred</sup> 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 "13 Fi" page 157 and Record Book "13 Fi" 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, power and authority were 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 of way 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 fronting 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 Dorcas M. Driscoll, said right of way over said strip to be for the joint use of said Guardian 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 thereto 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 only proper 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 Knickerbocker Trust Company of N.Y., its first party, doth hereby constitute and appoint Charles W. Broughman 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 Pahn 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 J. Myers. The said Ellen J. 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 J. 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 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 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.

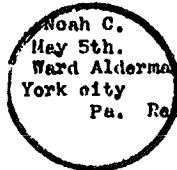
Witness es.  
Noah C. May  
Edward G. S. Myers

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.



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

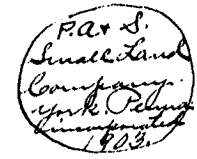
property of the Undersigned hereinafter described, to wit:-  
Beginning at a point at the intersection of North George Street by Hamilton Avenue in the City of York, Pennsylvania and extending thence in a generally northeastwardly direction in West Manchester Township, York county Pennsylvania under 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 with 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.

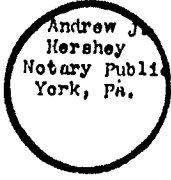


State of Pennsylvania } SS.  
County of York

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 instrument 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 reversions and remainders 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.

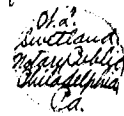
To Have and To Hold the said premises with all and singular the appurtenances unto the said party of the second part his heirs and assigns to and for the only proper use and behoof of the said party of the second part his heirs and assigns forever.

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.

Ch. R. Sweetland



Notary Public.

Commission Expires May 24, 1919.

Recorded June 28th., A. D. 1915.

August Lounsbury Jr., Recorder.

151111  
Stamp  
Chas. L. Callan  
P. M. B. N.  
6th 21st

This Indenture, Made this 21st day of June  
in the year nineteen hundred and fifteen (1915),  
City of York, 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 cor-  
poration 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,  
conveyed, 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 privi-  
lege of entering upon, constructing and forever maintaining a  
thirty-nine inch brick sewer, according to plans and speci-  
fications now determined upon by said City, over, upon, along  
or under that certain lot or piece of ground, situated in the City  
of York, of the City of York, York County, Pennsylvania, located  
at the southeast corner of Grant Street and Kaylitz, and front-  
ing 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  
Mirra Kresly, mother of the grantors herein, during her life  
or widowhood, and Page 92 of 364 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 B, 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 Grant 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 Grant Street at or near the intersection of said Grant 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.


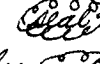

As a further consideration for this grant, it is hereby stipulated and agreed that said City of York shall replace and restore said buildings on the tract of land above mentioned, as well as any other buildings or property of grantors adjacent thereto, to the same order and condition in which they were 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 intended as to be

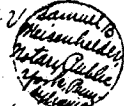
with the appurtenances unto the said City of York, its successors and assigns, to and for the only proper use and behoof of said City of York, its successors and assigns forever.

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 in the presence of: S B Weisenhelder P. L. Lewis.	}	Jane Kresly 
		Ellen Kresly 
		Elizabeth Kresly 

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 21<sup>st</sup> day of June, A. D. 1915.

Samuel B Weisenhelder   
Notary Public.

My Commission expires Feb 21st 1919.

Recorded June 28th, A. D. 1915.



# 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 ensembling 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 ninetenths 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.

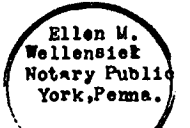
In Witness Whereof the said parties of the first part have hereunto set their hands and seals  
the day and year above written.

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

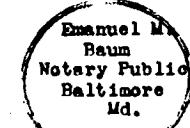
State of Pennsylvania : SS,  
County of York :



: 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



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 :  
: 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.

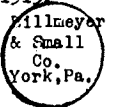
Recorded August 8th, A.D. 1918.  
Edward B. Newman, Recorder

# 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.

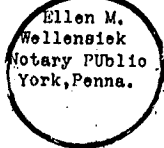
In witness Whereof, said Billmeyer & Small Company has caused this instrument to be signed by  
George S. Billmeyer its president, and its corporate seal to be hereto affixed with the attestation of  
W. A. Cook its Asst Secretary, this 26th day of June, A.D. 1913.

W. A. Cook  
Asst Secretary



George S. Billmeyer, President

State of Pennsylvania: SS,  
County of York :



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

#10678, Bertha B. Witt :  
\$20,000 to :  
Revenue H.D. Sheppard et al :  
8/8/18 B.B.W. :

This Deed, Made the Eighth day of August in the year Nineteen hundred and eighteen, Between Bertha B. Witt (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. Witt, at 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. Witt, party of the first part hereto, her heirs and assigns.

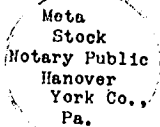
And the said grantor doth hereby covenant and agree to and with the said grantees, that she the grantor, her heirs, executors and administrators, shall and will generally warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, 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. Witt (SEAL)

State of Pennsylvania: SS,  
County of York :



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. Witt 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. Witt at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and extinguished unto the said Bertha B. Witt, 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. Witt. 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.: to \$6,000 W. E. S. Co. 10/21/19

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 of 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 29th 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.

West End Sewer Company, By Ellis S. Lewis President

Attest: C. H. Moore Secretary



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. : KNOW ALL MEN BY THESE PRESENTS, that we Mary L. Counsylman of Mountville, to  
John U. Reheard Admr : 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. Counsylman (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. Counsylman, 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.

Commission expires April 1-1923. Charlotte E. Lehn Notary Public

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 deposed 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

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

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

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 M. Wellensiek Notary Public York Pa.	Ellen M. Wellensiek (seal) Notary Public My commission expires Jany 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 belonging 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 behoof, 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 Trust Company  
Trust Company  
York Pa.  
By: Ellis S. Lewis  
President  
Attest: Carl S. Wittmer  
Secretary

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

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 Herman  
Notary Public  
York Pa.  
Lydia Herman  
Notary Public  
My commission expires  
March 7th 1929

State of Pennsylvania :  
County of York :SS

Before me, the subscriber a Notary public, in and for said County and State personally appeared John E. 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. R. Cusler  
Notary Public  
York Pa.  
N. R. Cusler  
Notary Public  
My commission expires  
January 20, 1930.

Recorded July 23, 1926  
Emory E. Saylor, Recorder

5919

George G. Jones est. :  
to  
Wina B. Jones

Know all men by these presents, that I, Wina 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  
Ruth E. Wolf  
State of Pennsylvania :  
County of York :SS  
Wina B. Jones (seal)

On the 22nd day of July 1926, before me, a Notary Public, in and for said County and State, personally appeared the above named Wina 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 E. Wolf  
Notary Public  
York Pa.  
Ruth E. Wolf  
Notary Public  
My commission expires  
January 22, 1930

Recorded July 23, 1926  
Emory E. Saylor, Recorder.

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 R. 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 R. 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  
 W. D. Penna.

G. C. Scheuer  
 Clerk  
 By: S. W. Hofford  
 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 ~~approved~~ 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  
 : Estelle May Terrence, 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 W. Dempwolf, her husband, G. W. Teat and Fannie E. Teat, 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, cleansing 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 W. 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. Vary 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 :88

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 W. 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 Vary 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 (seal)

Vernice  
A. Stinger  
Notary Public  
York City  
Pa.

My commission expires  
March 6, 1927  
Recorded September 23, 1926  
Emory E. Taylor, Recorder

6675

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 S T, page 292, 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 S 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 sued, 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.



nanced, 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, 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 1926.

Signed, sealed and delivered in the presence of:

R.E. Crimmins  
A. Milaron

Frank F. Hartman (Seal)  
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 1926, before me, a Notary Public in and for said county and state, personally came the above named Frank F. 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, : ss;  
County of Manistee :

On this 29 day of May 1926, 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.E. Crimmins  
Notary Public  
Manistee Co.  
Mich.

R.E. Crimmins, Notary Public  
My Commission expires June 18, 1928

State of Michigan, : SS:  
County of Manistee :

On this 29 day of May 1926, 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.E. Crimmins  
Notary Public  
Manistee Co  
Mich.

R.E. Crimmins,  
My Commission expires June 18, 1928  
Recorded September 29, 1926  
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 situate 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 Northernly 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-Ferrence 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. Ferrence 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-Ferrence 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. Ferrence, 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-Ferrence lateral sewer is no longer used or usable for the aforesaid purpose, he or they, the said Ervin A. Ferrence, 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. Ferrence have hereunto set their hands and seals this 28th day of September A.D. 1928.

Witness:

Erna G. Wolf  
Frederick B. Garbar

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

State of Pennsylvania:  
County of York : ss:

Before me, the undersigned, 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. Ferrence, 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. 1928.

Erna G. Wolf, Notary Public  
My Commission expires March 7, 1929  
Recorded September 29th 1928  
Emory E. Saylor, Recorder

Erna G. Wolf  
Notary Public  
York, Pa.

18989

Henry W. Shaffner Est. : Whereas, Harvey E. Shaffner, Administrator of the estate of Henry W. To : Shaffner, late of Conewago Township, York County Pa. deceased, has prepared and is about to file in the Register of Will's office of said County, Harvey E. Shaffner Admr. : 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. Reasonard, Mary K. Sipe and Lizzie M. Nelman, 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 waive 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 THEREFORE KNOW 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. Reasonard, Mary K. Sipe and Lizzie M. Nelman, 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, 1928.

Signed, sealed and delivered in the presence of:

Harvey A. Gross  
Emily C. Hanigan

Kate C. Shaffner (Seal)  
Cora L. Reasonard (Seal)  
Mary K. Sipe (Seal)  
Lizzie M. Nelman (Seal)

8628  
102 57

10251.  
Grier Hersh,  
to  
City of York,

Whereas, Grier Hersh, of York Pennsylvania, is the owner of a piece or parcel of real estate, located in the City of York, Pennsylvania at the Northeast corner of South George Street, and Rathton Road, 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

Erma G. Wolf,  
Notary Public  
My Commission Expires  
March 7th, 1933,  
Recorded July 10, 1931,  
John W. Young, Recorder.

York Pa., 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.

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 At-  
The Atlantic Refining Co. : lantic 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 (less-  
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 :  
To :  
City of York :

Know all men by these Presents, That York County Poor 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,

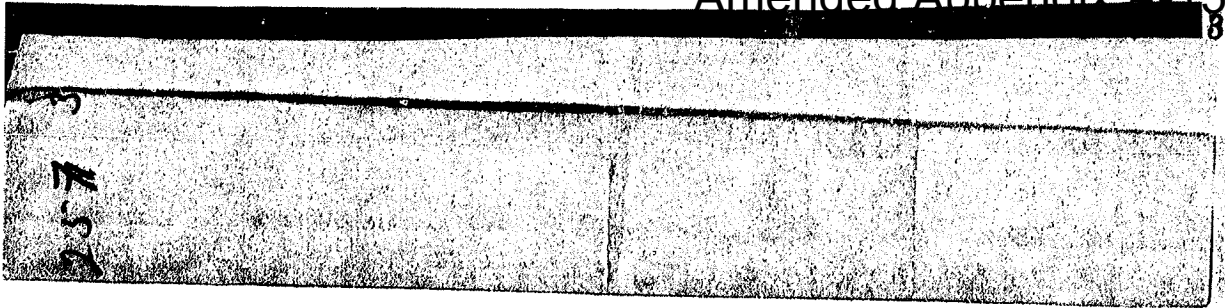
a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the York County Poor District a sewer, including manholes and other appurtenances, which sewer shall be located 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)  
E. F. Crumling (Seal)  
H. S. ... (Seal)



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.Crumbling  
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 S. Gerber  
City Solicitor

Recorded January 27, 1932

John W. Young, Recorder

13656  
Minnie K. Hoke  
to  
Jacob M. Hoke

This Indenture Made the twenty fifth day of January in the year of our Lord one thousand nine hundred and thirty two.  
Between Minnie K. Hoke, of the City of York in the County of York and State of 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 Snyser, her heirs and assigns; and a part of the same premises of which the said Mary Ann Snyser, widow, died seized, intestate, leaving to survive her, as her only heirs three brothers, Peter A. Hoke Jacob M. Hoke and William H. Hoke, in whom the said real estate vested under the intestate laws of Pennsylvania, and of which the said William H. 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 H. 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

15126  
 Annie M. Menough Al : Know all men by these presents, That Annie M. Menough, widow, Sallie  
 To : S. Bond, William S. Bond, her husband, William F. Loucks and M. Alice Loucks,  
 City of York : his wife, of York, York County, Pennsylvania, for value received, the receipt  
 : 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, machi-  
 nery 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

*Ruth 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.

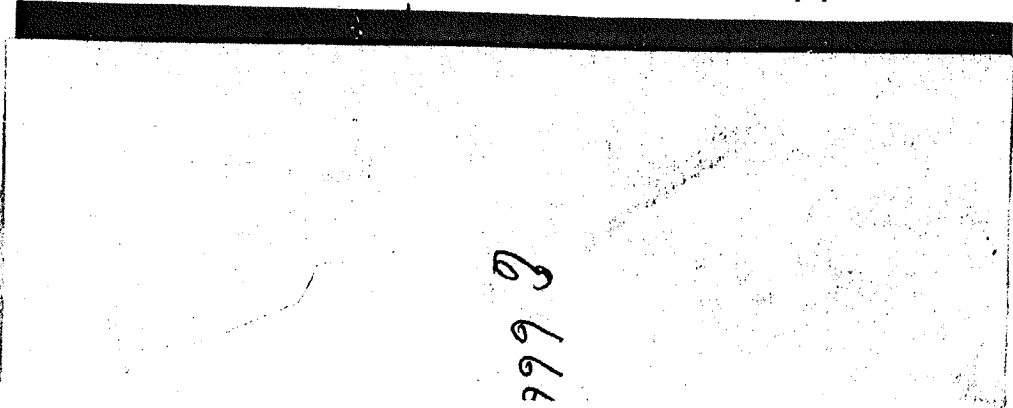
Witness my hand and Notarial seal this 22nd day of April, A.D. 1932.

Urban S. Bond  
 Notary Public  
 York County, Pa.

Urban S. Bond  
 Notary Public

My commission expires February 10th, 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  
 To : 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

16173  
 Community Swimming Ass'n : Know all men by these presents; That the Community swimming  
 Te : 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, its 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

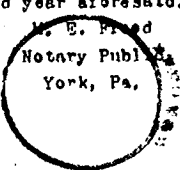
The Community Swimming Association Incorporated,  
 By Samuel K. McCall, President



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 named 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.  
 Witness my hand and Notarial seal.  
 M. E. Freed  
 Notary Public  
 My commission expires March 6, 1935



Samuel K. McCall

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  
 484, and plaintiff in that certain judgment entered on April 6, 1929 in the Court of Common Pleas of



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

J.H. Bartenschlager (Seal) Notary Public

My Commission expires April 6th 1937

Recorded August 9, 1933

John W. Young, Recorder

J.H. Bartenschlager  
Notary Public  
Stewartstown  
Pa.

21255 : KNOW ALL MEN BY THESE PRESENTS, That Norard Hosiery Mills  
 Norard Hosiery Mills Inc. : Inc., for value received, the receipt whereof is hereby at-  
 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 :  
 SS:  
 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, deposeth and saith  
 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  
 My Commission expires March 18, 1937  
 Notary Public Recorded December 21, 1933  
 York, Pa. 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 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 successors 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 construction, 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 damage 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.

Myrtus E. Mickley Olp Notary Public

My Commission expires March 9, 1935

Recorded December 21, 1933

John W. Young, Recorder

Myrtus E. Mickley Olp  
Notary Public  
York, Pa.

22899 : WHEREAS, the City of York is about to build a reinforced concrete sewer from a point at the Eastern side of Roosevelt Avenue, in To : the City of York, Pennsylvania, which sewer runs thence in a generally 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, Sellie 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, maintain, operate and use in, on and across the land of the said Sellie 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, 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 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. Provided, however, if the said Sellie 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 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.

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

Witness:

W.S. Bond

Sellie S. Bond

Violet Menough

L.D. Menough

Margaret Loucks

Wm. F. Loucks

Sellie 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

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, Penns. 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

By E.L. Hill Deputy Clerk

Recorded December 22, 1933

John W. Young, Recorder

Official

Seal

22904 : IN THE DISTRICT COURT OF THE UNITED STATES

Walter E. Henry Bankrupt : FOR THE MIDDLE DISTRICT OF PENNSYLVANIA.

To : IN THE MATTER OF )

J.F. Morgan Trustee, : 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, )  
; ss.  
County of York )

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. Luucks, Attorney for Grantees.

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

12932.

York Hospital : \$1.  
to : St. Rev.  
City of York : 4/1/36  
City of York : York  
Hospt.

THIS INDENTURE, Made the first day of April, in the year of our Lord one thousand nine hundred and thirty-six (1936),

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: York Hospital YORK HOSPITAL  
Jacob E. Weaver, Secretary. York, Pa. 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.

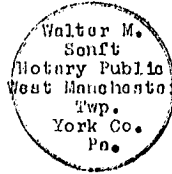
Henry Butler, City Clerk.

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

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. Safft, Notary Public  
My Commission Expires May 14th, 1939.

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

22237

David H. Myers Exr. of : WHEREAS, the undersigned, David H. 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, actions 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  
20th day of May, A. D. 1937.

Witness:

Adam H. Hamme

Adam H. Hamme

Adam H. Hamme

David H. 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 H. 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 herunto 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 District 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, 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 Rights 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	YORK COUNTY INSTITUTION DISTRICT	
Chief Clerk	County		
	Institution	BY James McDowell	(SEAL)
	District	Clinton E. Gobrecht	(SEAL)
	Penna.	W. H. Snyder	(SEAL)

Recorded June 10, 1938      Herbert L. Smith - Recorder  
3395.

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	:	

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  
Chief Clerk

York  
County  
Institution  
District  
Penna.

YORK COUNTY INSTITUTION DISTRICT

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

Recorded June 10, 1938

Herbert L. Smith - Recorder

3395.

J. Victor Jones, et al :  
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 the 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, 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.  
COUNTY OF YORK       )

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.  
CITY OF BALTIMORE   )

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, Pennsylv-  
York City : ania, 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.

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 )  
CITY OF BALTIMORE ) SS.

On this 2nd day of Feby, 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-

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 re-plant 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 Febry, 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 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.

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-



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, 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 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 hereunto 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

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.

3398.

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 York City : 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.

3398.

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.

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  
Acting Secretary

Home  
Furniture  
Company  
York, Pa.  
Incorporated  
1911

HOME FURNITURE COMPANY  
By J. L. Gerber - President

STATE OF PENNSYLVANIA )  
                          ) SS.  
COUNTY OF YORK       )

On this 12th day of January, A. D. 1938, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally 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 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 H. W. Deitz as

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, al : territory inside and outside of the City of York, Pennsylvan-  
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

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 )
COUNTY OF YORK ) SS.

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
My Commission Expires Feb. 21, 1939
Clarence L. Hauser
Notary Public
York
York Co.
Pa.

Recorded June 10, 1938 Herbert L. Smith - Recorder

3400.

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

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 :	WHEREAS, Poor House Run, which drains extensive territory
& Cable Co.Inc. :	inside and outside of the City of York, Pennsylvania, at times of
to :	heavy rains is insufficient to carry off surface water and in con-
York City :	sequence thereof the stream overflows its banks and damages adjac-
:	ent 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

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

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

3402.

Maryland & Pennsylvania :  
Railroad Company :  
to :  
City of York :  
:

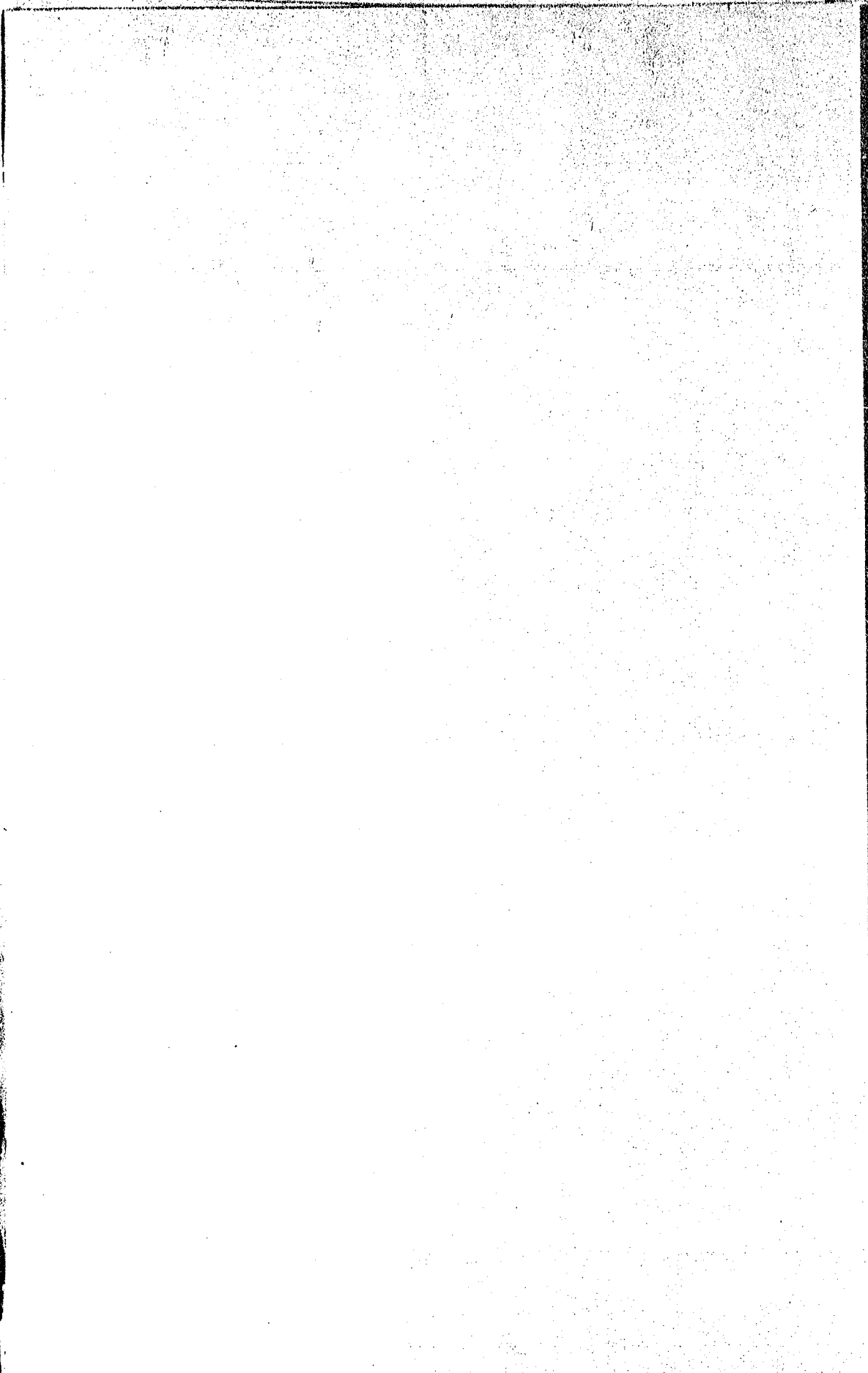
THIS AGREEMENT, made on April 6th, 1938, by and between MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, hereinafter called the "Railroad Company", party of the first part, and City of York, Pennsylvania, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Licensee", party of the second part,

WHEREAS, the above named Licensee proposes, through its City Council, to adopt an Ordinance providing a specific plan for taking care of storm water drainage from a point approximately 240 feet south of Chestnut Street to the intersection of Norway Street and the Maryland and Pennsylvania Railroad and for natural stream purposes; and

WHEREAS, the above named Licensee desires to construct and maintain certain storm water drains consisting of reinforced concrete culvert from a point approximately 240 feet south of Chestnut Street to Lamour Street, and reinforced concrete storm water sewer and appurtenances from Lamour Street to Norway Street for the purpose of conveying storm water drainage and for natural stream purposes, also certain sanitary sewers and appurtenances (said reinforced concrete culvert, reinforced concrete storm water sewer, and sanitary sewers and appurtenances being hereinafter referred to as "sewers") partly on the right of way and property of the Railroad Company and partly on other property in the City of York, York County, Pennsylvania, as shown by plans hereinafter referred to.

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 sewers, hereby grants in perpetuity 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 sewers at the said locations upon and under the following terms and conditions, to wit:

1. The location of the said sewers shall be as set forth and shown on Plan consisting of six (6) sheets, marked Exhibit "A", hereto annexed and made a part hereof.
2. The said sewers shall be constructed, maintained, renewed and operated in accordance with the exclusive purposes stated in the preamble hereof, and with construction plans as shown by drawings and other data contained in the bound volume labeled "Report on the Control of Floods along Poor House Run in the City of York, Pennsylvania, 1935", the cover on which and the blue prints contained therein so far as they relate to construction on the property covered by this agreement are initialed by C. F. W. Wallow, City Engineer of the Licensee, and E. E. McLellan, Chief Engineer of the Railroad Company (said volume to be considered as a part of this agreement but not attached hereto), excepting only when modifications thereof or departures therefrom have been subsequently agreed to in writing by the parties hereto; which plans and the construction and maintenance of the said sewers shall be satisfactory to and approved by the President of the Railroad Company or his duly authorized agent; and the said Licensee shall and will at all times during the continuance of this agreement keep the said sewers 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 sewers, 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 sewers; 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 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

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, 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

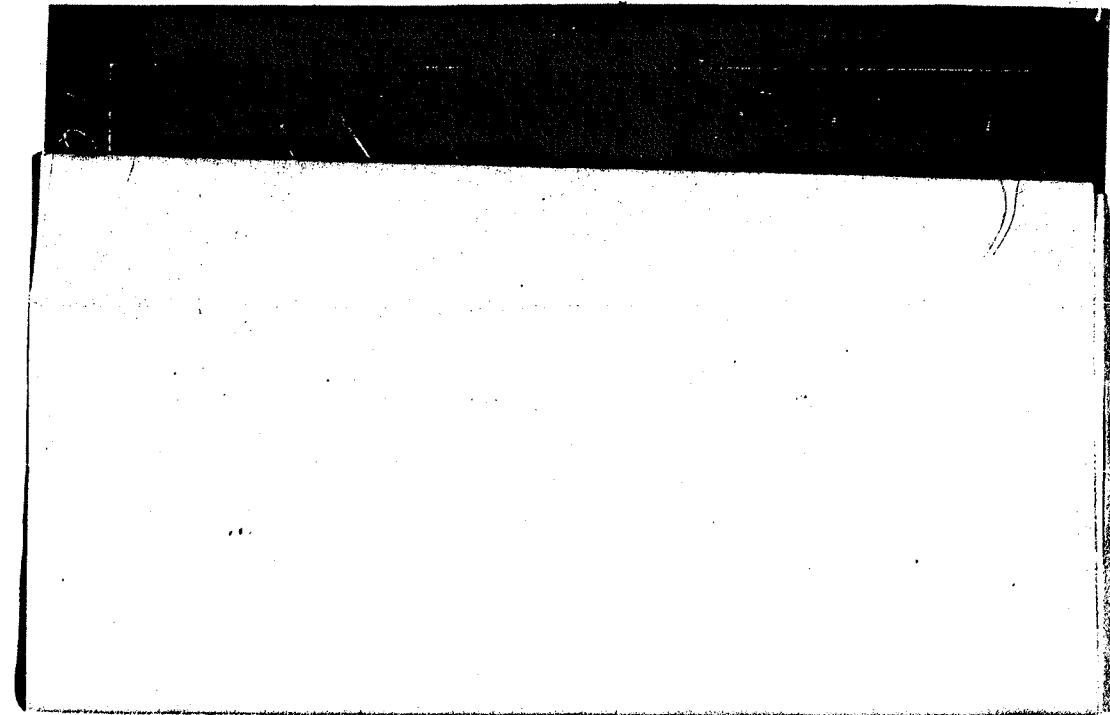
WHEREAS, said improvement will be located in part on the property of the undersigned, York County Institution District, located in the City of York, Pennsylvania.

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  
Clinton E. Gobrecht  
W. H. Snyder

(SEAL)  
(SEAL)  
(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



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

3616.

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 seventy-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 agrees 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 )  
: SS.  
COUNTY OF YORK )

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, con-  
vey and confirm unto the City of York, a municipal corporation of the Commonwealth of Penn-  
sylvania, 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 prop-  
erty 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 con-  
struction, 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 )  
: SS.  
COUNTY OF YORK )

Before me, the subscriber, a Notary Public commissioned for

and assigns, forever.

IN WITNESS WHEREOF, the undersigned, the said Ella L. Kleffman and Albert H. Kleffman have hereunto 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.

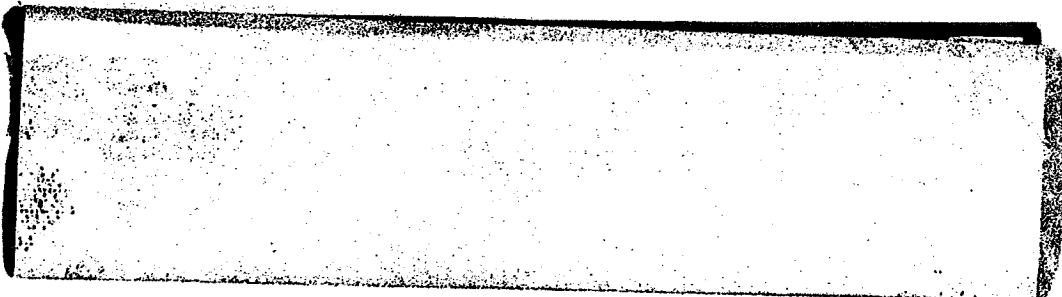
TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its
successors and assigns, to and for the only proper use of the City of York, its successors
and assigns, forever.

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)

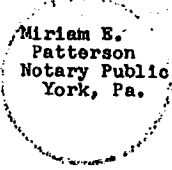
STATE OF PENNSYLVANIA )
COUNTY OF YORK ) SS.

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 undersigned, 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.

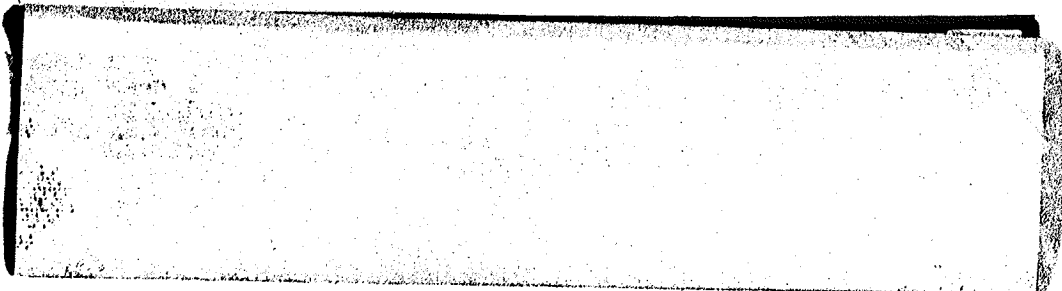
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of April, A. D. 1938.

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.



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 : KNOW ALL MEN BY THESE PRESENTS, that the under-  
to : signed, Sarah E. Miller, widow, Charles Kauffman Miller and  
City of York : 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 suc-  
cessors 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 appli-  
ances.

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 Sarah E. Miller (SEAL)  
Edwin C. Myers Charles Kauffman Miller (SEAL)  
Edwin C. Myers 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 \$ 267.85  
Interest to date 73.64  
341.29

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 5.00  
\$ 37.67

BALANCE DUE WARD

303.62  
\$ 341.29

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)

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.  
: Upon Property Situated in Hopewell Township, York  
to : County, Pennsylvania.  
Alma I. Bowser : To Secure Fifteen hundred (\$1500.00) dollars  
to : with interest at the rate of Six per cent. per  
First National Bank :  
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. G. 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,





Alta Laney C. Edward Hartley (SEAL)  
Alberta McDonald 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 Edna M. Briggs  
Erma G. Wolf John H. Hartley  
Erma G. Wolf Helen G. Long  
Alta Laney C. Edward Hartley

STATE OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF YORK )

On this 27th 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 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 (SEAL) Notary Public  
My commission expires March 7, 1941  
Erma G. Wolf  
Notary Public  
York County  
York  
Pa.

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 (SEAL) Notary Public  
My commission expires Feb. 27, 1947  
Hazel Laney  
Notary Public  
Ohio Co.  
W. Va.

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 : \$2.50  
to : Fed. Rev.  
City of York : 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 Hartley, 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

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 ) : SS. COUNTY OF YORK )

Be it remembered that on the 28th 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 William H. Stock, ux :

\$4.00 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,

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 )
; SS.
COUNTY OF YORK )

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 acknowledged, 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 certain 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.

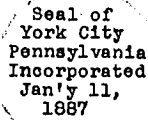
Nothing herein contained shall give to the party of the second part, its successors and assigns, the right to use the surface of the land over the said pipe or pipes except as may be required for the purposes of this agreement.

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 blue-print thereof hereto attached and made a part hereof.

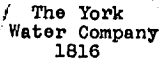
IN WITNESS WHEREOF, the said parties have hereunto caused their corporate seals to be affixed, duly attested, the day and year first above written.

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:

Lawrence E. Serff

H V F

Russell J. Baker (SEAL)

Bessie E. Baker (SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF YORK )

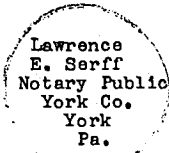
SS.

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 deviation 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)

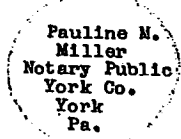
STATE OF PENNSYLVANIA )  
COUNTY OF YORK ) SS:

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

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

Pauline M. Miller  
Notary Public  
York Co.  
York  
Pa.

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 B 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.

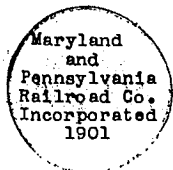
11. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer thereof shall be made, or other use permitted than the purpose stated in the preamble, without the consent and agreement in writing of the Railroad Company first being had and obtained.

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



ATTEST:

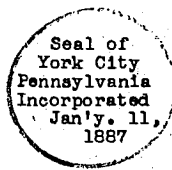
Henry Butler,  
City Clerk

MARYLAND AND PENNSYLVANIA RAILROAD COMPANY

By O. H. Nance, President

CITY OF YORK, PENNSYLVANIA

By Harry B. Anstine, Mayor



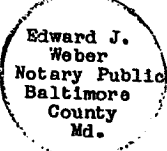
STATE OF MARYLAND )  
                          ) SS:  
CITY OF BALTIMORE )

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

Affirmed and subscribed before me the day and year aforesaid.

WITNESS my hand and Notarial seal.



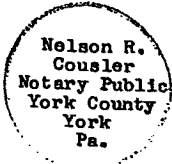
Edward J. Weber, Notary Public  
My Commission Expires May 3, 1943

STATE OF PENNSYLVANIA )  
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  
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.

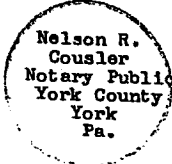
Nelson R. Cousler

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  
My Commission Expires Jan. 27, 1945

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30033.

Mary A. Paules Est :  
to :  
Kate Shellenberger :



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 Fetrow and Stephen H. Fetrow, her husband; Bertha C. Peeling and Horace K. Peeling, her husband; Urias S. Paules and Carrie

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  
York  
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  
York  
Pa.

Nelson R. Cousler, Notary Public  
My Commission Expires Jan. 27, 1945

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30033.

Mary A. Paules Est : \$3.85  
to : Fed. Rev.  
Kate Shellenberger : 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

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.

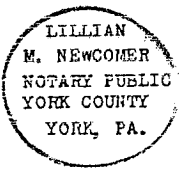
Signed, Sealed and Delivered  
in the Presence of  
Charles F. Borgel  
Lillian M. Newcomer

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.

---O---

330384

FANNIE M. FREE, al. :  
TO :  
THE CITY OF YORK, PA. :

KNOW ALL MEN BY THESE PRESENCE:

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.

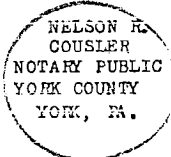
In witness whereof we have hereunto set our hands and seals this 30th day of June, 1945.

Witness Present:

Nancy Lenker	Fannie M. Free	(SEAL)
Ethel Weigel	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.

33030,  
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



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)

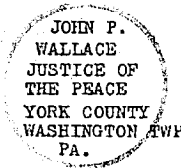
in the Presence of

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.

---0---

36130.

MOTOR FREIGHT EXPRESS, INC. :

TO :

A G R E E M E N T

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 accord-  
ance 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

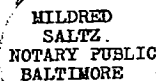
By John L. Snyder  
Mayor

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.

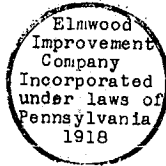
ledgment this Deed, before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgment, to the intent that the same may be duly recorded.

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.

--0--

20131.11

Pauline Lipsitz Lavetan :

To :

City of York :

THIS AGREEMENT Made this 18th day of March, 1947,

between Pauline Lipsitz Lavetan, widow, of the City of York, Pennsylvania, party 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:

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:

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  
City Clerk

BY: John L. Snyder  
Mayor

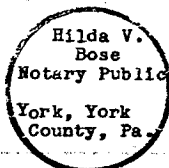


STATE OF PENNSYLVANIA )  
                                  ) ss.  
COUNTY OF YORK

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

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.

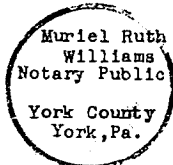
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of April A. D. 1947.

De Etta L. Howard	(SEAL)
Katherine J. Fry	(SEAL)
J. Charles Wagner	(SEAL)

State of Pennsylvania )  
( ss.  
County of York )

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.

--O--

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

C. Kauffman Miller (SEAL)

Beulah M. Miller (SEAL)

CITY OF YORK

BY: John L. Snyder

Mayor

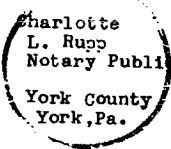
Attest: Henry Butler

City Clerk

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

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

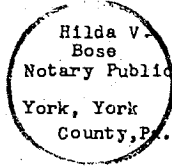
Mayor

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.

--0--

20599.11

DeEtta L. Howard vr : \$22.00  
To : Fed. Rev  
Melvin L. Howard ux : D.L.H.  
Apr. 22  
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 entireties, 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.

## 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

---0---

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 throughfare, adopted by City Ordinance, crosses property of the parties of the first part, located in the thirteenth Ward in the City of York, Pennsylvania.

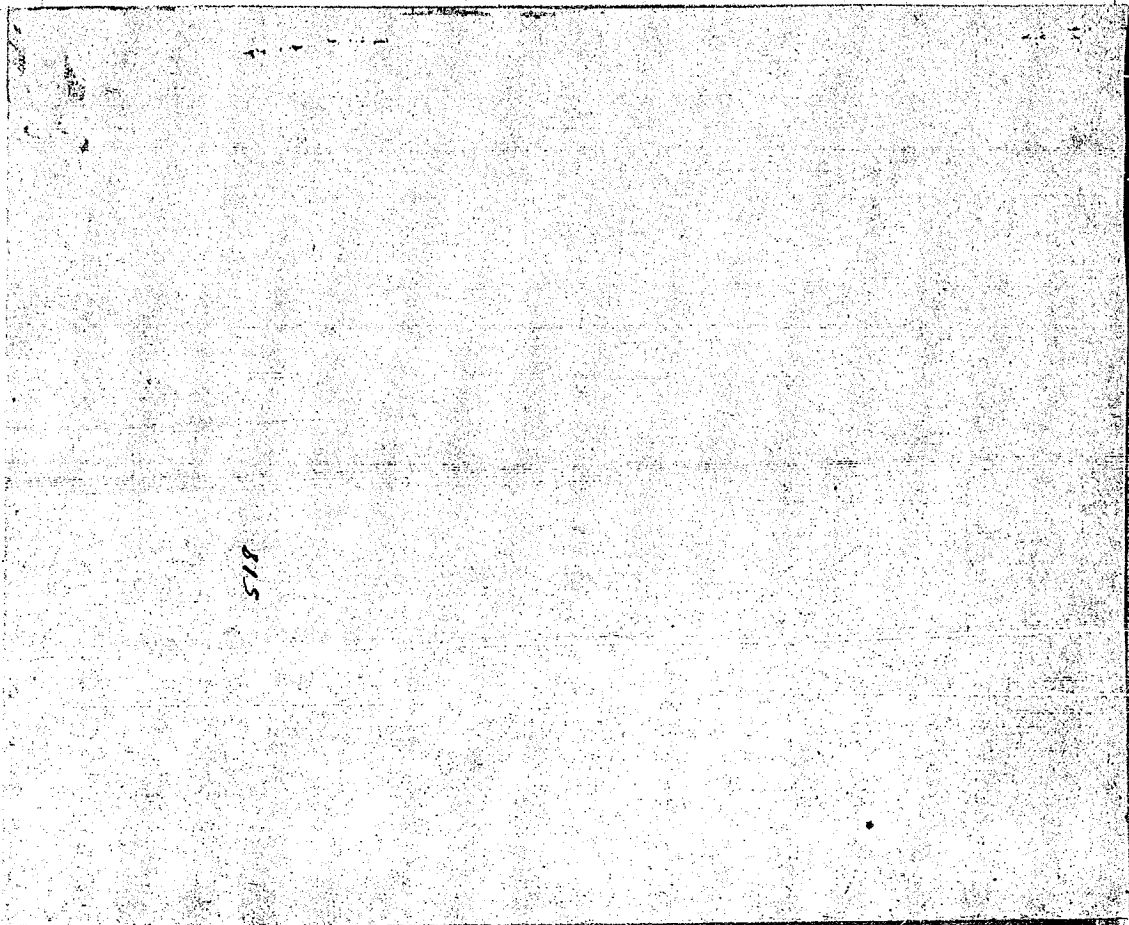
NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

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-

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)

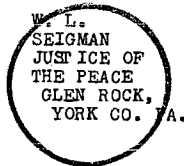
W. L. Seigman

Lillian E. Swartz (SEAL)

State of Pennsylvania )  
: ss:  
County of York )

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

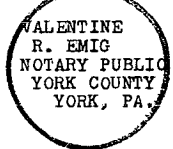
By Marie A. Garner (SEAL)

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

Edgar E. Stambaugh

(SEAL)

Mary R. Peters

Marie M. Stambaugh

(SEAL)

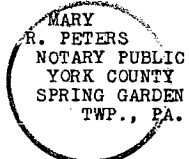
State of Pennsylvania )

: ss.

County of York )

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

(SEAL)

Notary Public

My commission expires

End of Next Senate

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

--- 0 ---

7701.

GEORGE S. FREED AL :

TO :

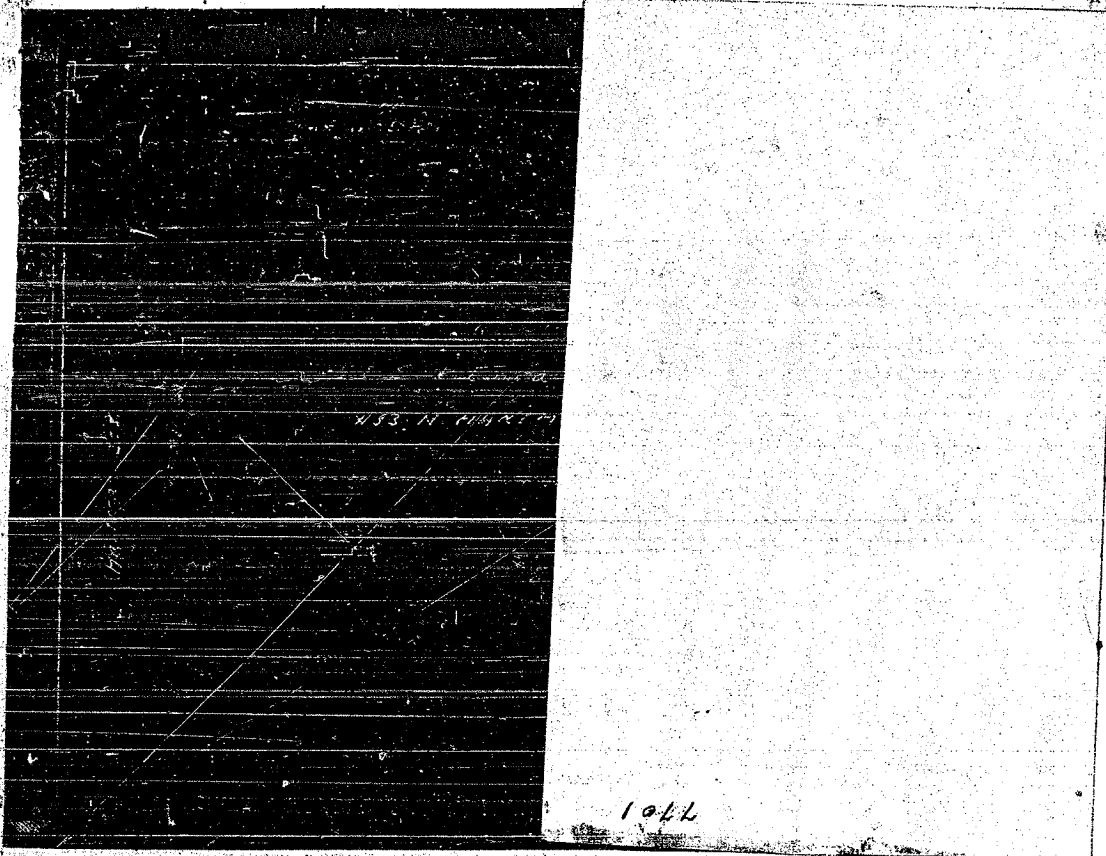
CITY OF YORK :

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,

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.

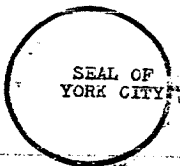
2. The parties of the first part do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to build, construct and maintain, on and across the property of the said George S. and Emma J. Freed, his sister, 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

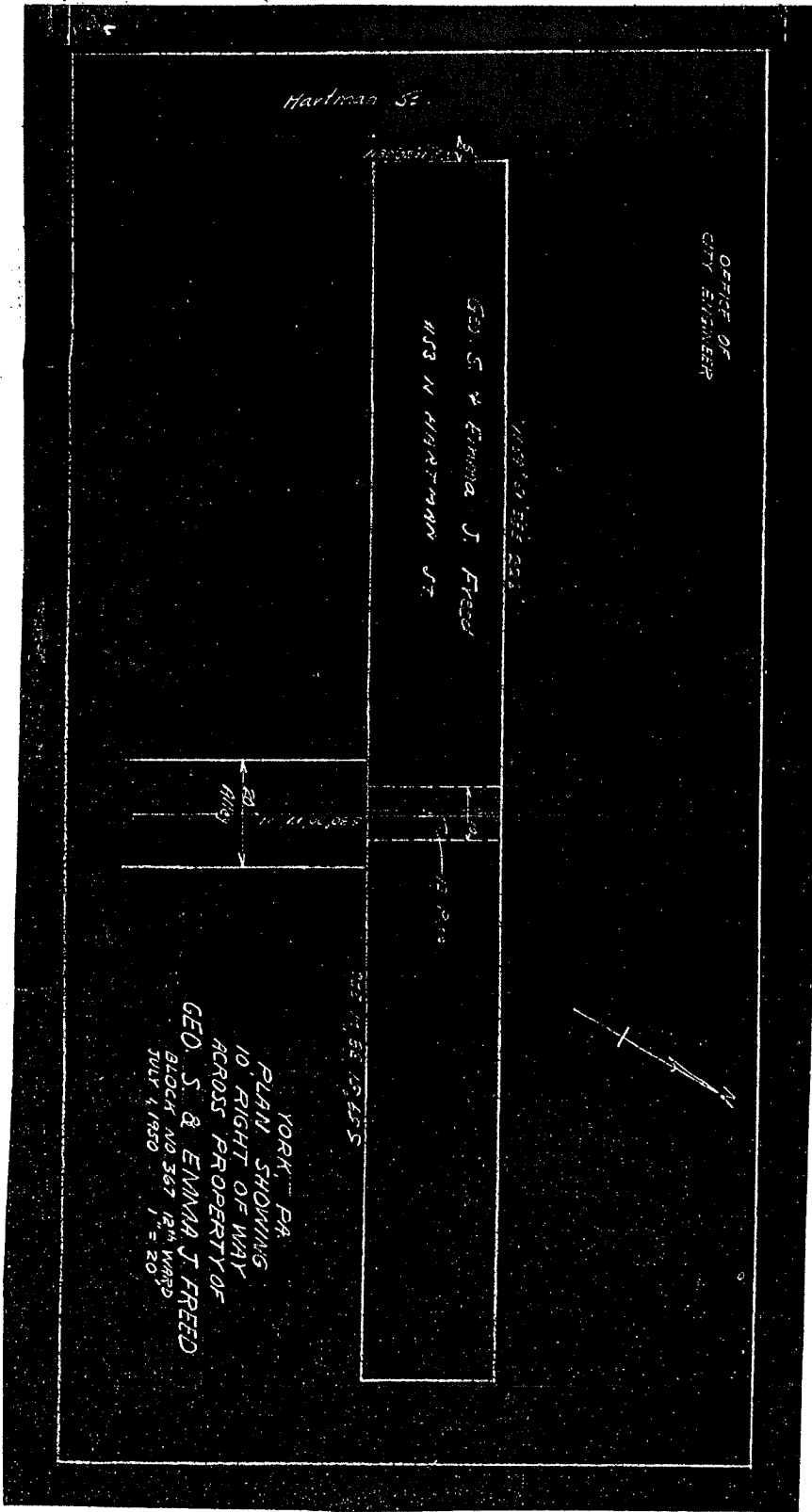


CITY OF YORK

By George S. Freed (SEAL)  
 Emma J. Freed (SEAL)  
 Felix S. Bentzel (SEAL)

536 A

WHEREAS, It is necessary to construct a storm sewer to eliminate a bad drainage condition,



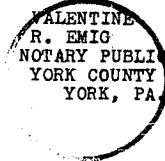
1. The party of the second part agrees to build a twelve (12) inch terra cotta pipe storm sewer across the yard of the parties of the first part, and located as shown on ten (10) feet wide strip of land and in yellow on plan attached hereto and made a part hereof. Said pipe shall be laid with a minimum earth cover of six (6) inches and the grass shall be

YORK, PA.  
 PLAN SHOWING  
 10' RIGHT OF WAY  
 ACROSS PROPERTY OF  
 GEO. S. & EMMA J. FREED  
 BLOCK NO. 367 12<sup>th</sup> WARD  
 JULY 4, 1950  
 1" = 20'

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 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.

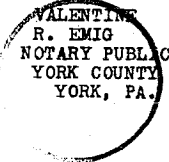


Valentine R. Emig  
Notary Public  
My commission expires  
January 27, 1951

STATE OF PENNSYLVANIA )  
: 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

Recorded July 19, 1950 - Fred O. Strine, Recorder

--- 0 ---

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

\_\_\_\_\_  
\_\_\_\_\_

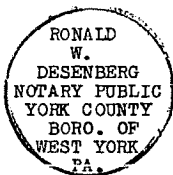
William H. Holtzapple (SEAL)

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

---0---

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



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 )

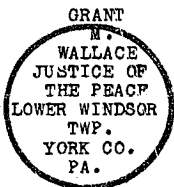
COUNTY OF YORK )

SS:

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

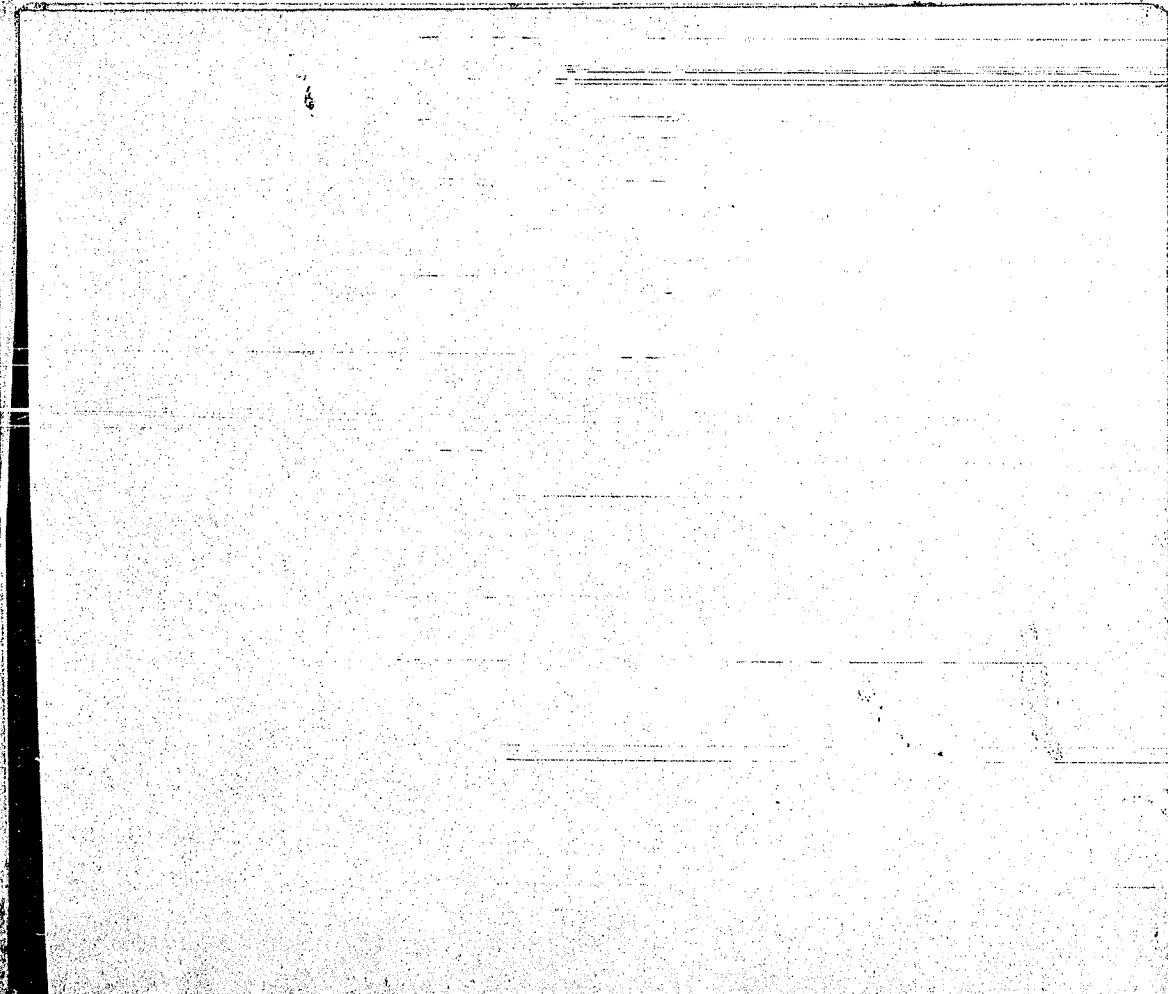
---0---

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 Pennsylvania, 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

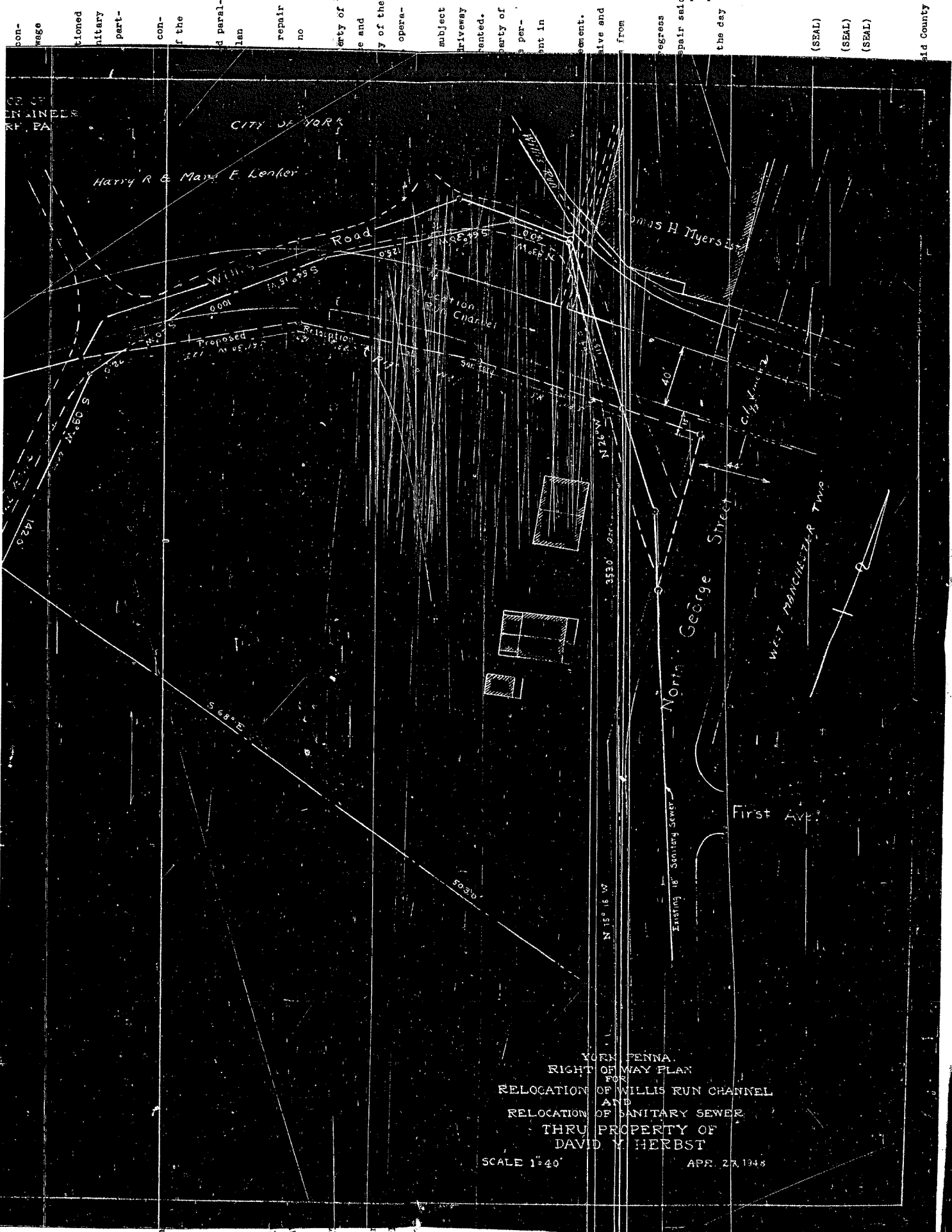
Felix S. Bentzel (SEAL)  
Mayor

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



YORK PENNA.  
 RIGHT OF WAY PLAN  
 FOR  
 RELOCATION OF WILLIS RUN CHANNEL  
 AND  
 RELOCATION OF SANITARY SEWER  
 THRU PROPERTY OF  
 DAVID V. HERBST  
 SCALE 1"=40' APR. 28, 1948

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.

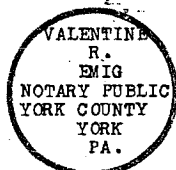


Helen E. Brandt  
Notary Public  
My Commission Expires:  
January 7, 1951.

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

---0---

11893.9

THOMAS L. WAGNER UX :  
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.

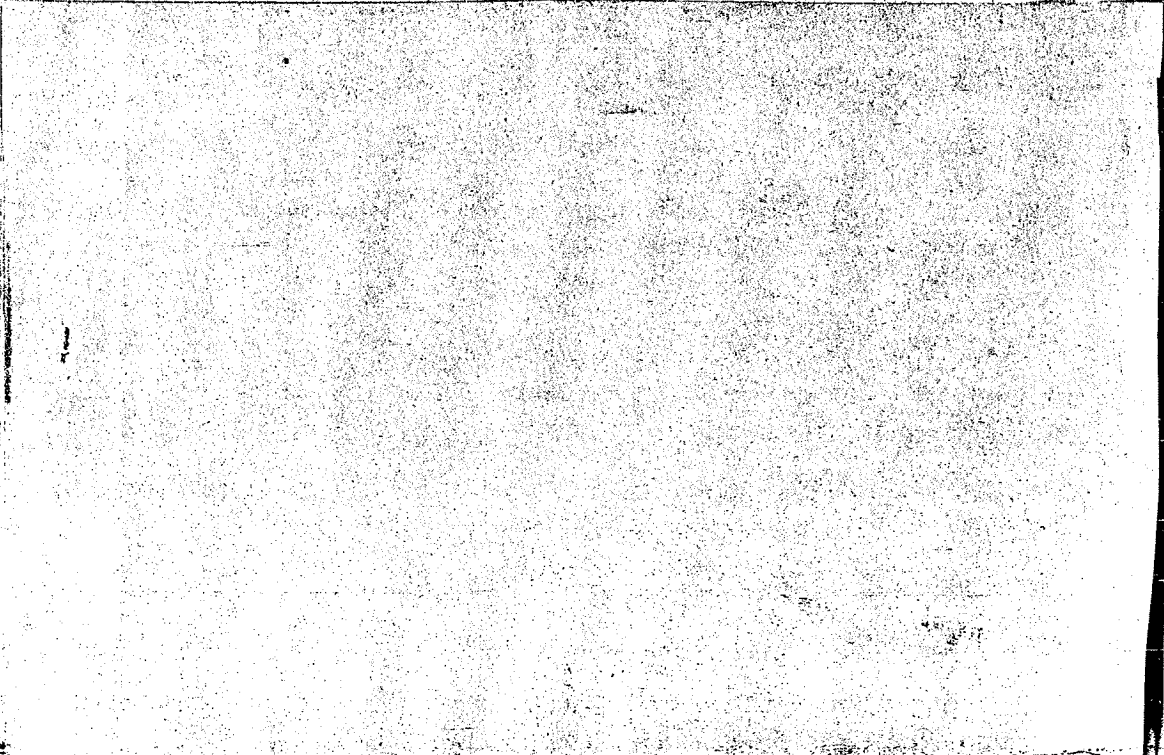
13185.

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.

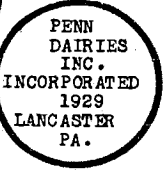
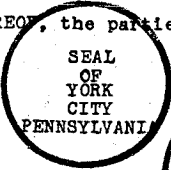
Penn Dairies Incorporated, in consideration of the advantages to them from the agreements herein contained, and intending to be legally bound, do hereby waive and release to the City of York, Pennsylvania, all claims to damages that may arise to them from the agreements herein contained.

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

---0---

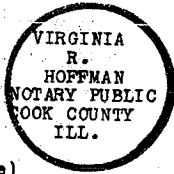
13183.

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

---0---

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



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.

15-11-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.

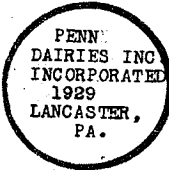
TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

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.

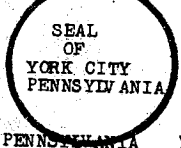
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day year first aforesaid.

ATTEST:

Wilbur G. Baker  
L. B. Althaus, 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.

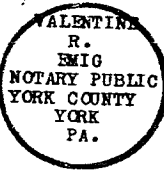


Margaret N. Fulmer  
Notary Public  
My Commission Expires:  
January 7, 1951.

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:  
1/27/51.

Recorded December 11, 1950 - Fred O. Strine, Recorder

---0---

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. Orendorff

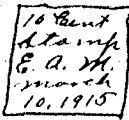
Edward A. Michael

State of Pennsylvania } ss:

County of York

On this 10<sup>th</sup> day of March A.D. 1915 before me a Notary Public in and for County and State personally came the above named Charles K. Orendorff (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 Louneman 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 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 Imhoff 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 provided 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 the 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 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 in forms 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 or as before which time the city shall have constructed and placed in operation the remaining portions of the sewage treatment plant to effect or more thorough 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 or 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 10<sup>th</sup> 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 Sheety  
Notary Public  
Harrisburg Pa.

A. Coleman Sheety  
My Commission expires Feb. 21, 1919.

Recorded March 12, 1915

Page 198 of 364  
Recorder

came the above named Seth L. Hershey and Emma E. Hershey 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 official seal the day and year aforesaid.

my Commission expires the first Monday in May, 1912.

*noah  
b. may  
aldeman  
5th Ward  
York Co  
York Pa*

Noah C. May. *(seal)*  
Aldeman

Recorded October 22-nd-1907.

George Loan Recorder

#. 3776.

Comm. of Penna Dept. of Health  
City of York Dept. of Health  
Commonwealth of Pennsylvania. Department of Health. To the Honorable the Mayor and Councils, City of York, York County, Pennsylvania

I, Samuel S. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania, do hereby, in conformity with a unanimous agreement reached 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 construction thereof to the City of York, York County, Pennsylvania, in compliance with an application 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 extension 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 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.

prominent manufacturing Community, its chief industries are the manufacture of silk, wall and roofing paper, shoblers, 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 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 completion 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 counsel 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

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 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 County to be unpreventable.

The sewers are designed to be self cleansing, flush tanks and 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 siphoned 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 siphon 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 siphon is to comprise two lines of sixteen inch iron pipe, and the lower siphon 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 and feet to Louché'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, fourteen million gallons 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 to the surface of the hydraulic



gradient, ) to the septic tank, at the disposal works to be located on the West bank of the Ludous 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 along 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-

Page 208 of 364 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. 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 top 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.



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 **Page 211 of 364** 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 Rodons 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 books, and a copy of the same shall

be submitted to the State Department of Health if required.

Fourth; The ly. pass from the pump-well to the codoms 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 Codoms 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 Page 213 of 364



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 inspections 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.

Samuel G. Dixon.

Harrisburg, Pa.,

Department  
of Health  
Commonwealth  
of Pennsylvania

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 Gayman  
 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 en sealing 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



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 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. Bated 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

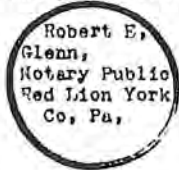
D. A. Horn

: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 2 1 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. H. 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,

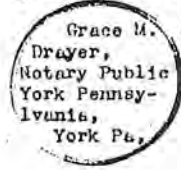
W. Ray Moul

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,



Grace M. Drayer  
Notary Public  
My commission expires  
Feb 21, 1915,

6944. Samuel G. Dixon : COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HEALTH.  
To : To The Honorable The Mayor and City Councils, York City, York County,  
City of York, : Pennsylvania, On June fifth, Ninteen 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:

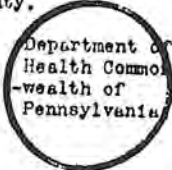
First: Before the City builds the outfall sewer and temporary treatment works, it shall prepared detail plans and specifications for such improvement and for necessary changes in the sewer system and connections to the proposed outfall sewer and temporary treatment works, and shall have submitted the 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.

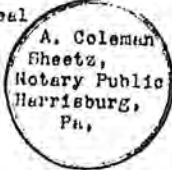
By the agreement of the Governor, Attorney General and Commissioner of Health.



Samuel G. Dixon Commissioner of Health. Harrisburg, Pennsylvania, June thirteenth, Nineteen Hundred and thirteen.

SS, State of Pennsylvania, County of Dauphin : On the 18th day of June in the year One thousand nine hundred 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 Sonneman Jr, Recorder.

#6947. Frederick M. Small Et ux, To The Elmwood Land Company, : This Deed made this 21st day of May, 1913, by Frederick M. Small and Juliet S. Small, his wife, of the City and County of York, to The Elmwood Land Company, a corporation 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 H. 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 I", 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.

Witness as to both: W. W. Warfel

Frederick M. Small (SEAL) Juliet S. Small (SEAL)

SS, State of Pennsylvania, County of York, : I hereby certify that on this 21st day of May, 1913, before 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 shall or may be charged or encumbered in title, charge or Estate or otherwise how soever.

In witness whereof, the said Robert C. Pair assignee has hereunto set his hand and seal the day and Year first above written

Signed Sealed and Delivered in presence of us J. G. Gessner, Elsie Hannigan,

Robert C. Pair (seal) Assignee of John Pair

Received the day of the date of the foregoing of Charles P. Rice Five hundred and Fifty Dollars (\$550.00)

Witness John A. Stouer

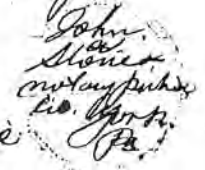
Robert C. Pair assignee

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. Pair Assignee, and acknowledged 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. Stouer Notary Public



Recorded June 24th A.D. 1914

August Coneman 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 Eighteenth, 1914, Second five hundred.



red and Leontow. 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 G. 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 Locke 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

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, ~~not~~ 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 G. 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. } ss.

On the 26th day of June in the Year One thousand  
Ninethundred and fourteen before me the subscriber  
a Notary Public came the above named Samuel  
G. Dixon and duly acknowledged the above ~~same~~  
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 Sheetz  
Expires Feb 21, 1915.

Recorded July 1st A.D. 1914.

August Rodeman Jr. Recorder

A. Coleman Sheetz  
Notary Public  
No. Harrisburg  
Pa. July 13.

11137 Robert W. Emerton, Esq. This Deed.  
George Marlow, } Made the Fifteenth  
year Nineteen hundred } day of June in the  
(Between Robert W. Emerton and George Marlow) and Fourteen (1914)  
Page 220 of 364 of the city of York

# 15779, Permit Relative }  
 To Sewerage of }  
 York City }  
 Department of Health,  
 To the City Council of York, York  
 County, Pennsylvania,  
 On June Eighth, nineteen hundred and fifteen the  
 City of York, York County, Pennsylvania made applica-  
 tion for approval of plan 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. Whereupon, the Governor, Attorney General  
 and Commissioner 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 waters of the State by way of the  
 proposed Ten 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 sewerage facilities whereby upon com-  
 pletion of the disposal plant a complete cessation  
 of the discharge of any sewage by the way of the  
 existing sewer 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 G. Dixon  
Commissioner of Health,

Harrisburg, Pennsylvania  
June thirtieth Nineteen  
hundred and fifteen.



Issued upon unanimous Agree-  
ment of the Governor, Attorney General, and Comm-  
-issioner 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 subscri-  
ber, Notary Public, came, the above named  
Samuel G. Dixon, and duly acknowledged the  
foregoing permit to be his act and deed, and  
declared that at the same might be recorded as such  
Witness my hand and Notarial Seal,  
My Commission, N. A. Douglas,



Expires March 9th 1919. Notary Public.

Recorded July 3, A.D. 1915.

August Soumman Jr. Recorder

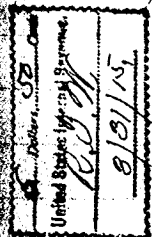
415181

Richard L. Webb  
(Ex. part)

Milton J. Herbert

This 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 Tawn  
Township York County and State of Pennsyl-  
-vania parties of the first part, and Milton J.  
Herbert of Tawn Town Borough in the aforesaid  
County and Page 222 of 364 the second part.



year first above written }  
 Sealed and Delivered } G. W. Shirk. *sub*  
 in the Presence of } Emma J. Shirk. *sub*  
 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. W. 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  
 under your aforesaid.

Julius W. Fischer  
 Notary Public.

*officers  
 seals*

My Commission expires Jan. 21, 1917.

Recorded December 31, 1915.

August Sommerer Jr. 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.



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.

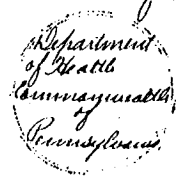
Therefore, I, Samuel G. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania, do hereby and herein grant an extension of time for the completion of the outfall sewer and sewage treatment works and issue a permit therefor, subject to the following conditions: First: The time specified for 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 require 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 31<sup>st</sup> 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 28th, 1919.  
H. A. Douglas  
Notary Public  
Harrisburg, Pa.

Recorded January, 10<sup>th</sup> A. D. 1916.  
Edward D. 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, did 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

Eva Williams,  
 Spurgeon Leber,  
 Helen Wireman,  
 Minnie Clionsky,  
 Francis Strine,  
 Elizabeth Good Flaig,  
 Adam H. Hamme,

Jacobus, "  
 Jacobus, "  
 York, "  
 York Haven, "  
 York, "  
 York, "  
 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.
Elizaboth Good Flaig,	York Pa.
Eva L. Williams,	
Names. (Son)	Addresses.
Helen A. Wireman,	York Pa.,
Miriam Little,	Dover, Pa.,
Betty Spyker,	York, Pa.
Myrtle Brown,	York Pa.,
Helen Keensy,	York Pa.
Minnie Clionsky,	York Haven, Pa.
Joseph Tassia,	York Pa.,
John F. Larkin,	
Spurgeon Leber,	
Adam H. Hamme,	

7. The said corporation has <sup>no</sup> capital 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 6<sup>th</sup> day of March A.D. 1922.,

Elizaboth 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 Elizaboth 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,  
 11th Ward,  
 York City,  
 Pa.

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.

Hober.

#20269.

To the City Council of York,  
 York County, Pennsylvania.

Permit relative to Sewerage.

Commonwealth of Pennsylvania, Department of Health,

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".

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 Muller 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.

Edward Martin, Commission of Health. Harrisburg, Pennsylvania. 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 ) SS.

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. ) Sir: ) In compliance with the requirements of an Act of the 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 value 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 subscribed before me, the day and year aforesaid,

Franklin M. Beecher,  
Notary Public.

Commission expires at the end of next session of Senate.

Franklin M. Beecher,  
Notary Public,  
York Pa.,

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.

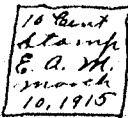
Wm. C. Eproul, J. G. W.  
Governor.

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. Arendorff  
Edward A. Michael }  
State of Pennsylvania } ss:

County of York } On this 10<sup>th</sup> day of March  
A.D. 1915 before me a Notary Public in and for County  
and State personally came the above named Charles  
K. Arendorff (Widower) and acknowledged the  
for going 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 Louneman 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, Pennsyl-  
vania, 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 treatment of the sewage

from the city will subserv the general interests of the public health.

Therefore, J. 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 issued 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 guarantee 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 provided for the 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 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 in forms 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 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 or 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  
Harrisburg

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 10<sup>th</sup> 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  
Sheets  
Notary  
Public  
Harrisburg  
Pa.

A. Coleman Sheetz

My Commission expires Feb. 21, 1919.

Recorded March 12, 1915

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 for ever 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.

George Hay  
Kain Jr  
Notary Public,  
York Penna.,

The residence of the within named grantee is 1018 N. Geo St., York Pa.,  
George Hay Kain Jr., on Behalf of the Grantees.

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'f'g. 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

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.

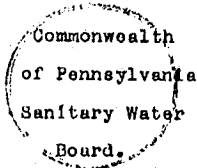
THE City shall promptly notify the Department of Health of such breaking of the seal, giving the reasons therefor, and where the use of the bypass becomes necessary for repair of equipment or for such other purposes as will permit advance notice of such use of the bypass to be given. the City shall so 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.

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.

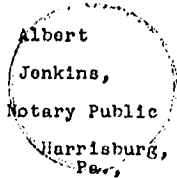
HARRISBURG PENNSYLVANIA

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, 1935  
Recorded December 5, 1933.  
John W. Young, Recorder.

22591.

William E. Taylor al \$2.50  
to Revenue  
Walter J. Taylor, 10.10.33  
W.E.T.

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 curblin of said South Main street one hundred twenty four feet to another point on said curblin 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 curblin 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 superseding 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 <sup>date</sup> 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

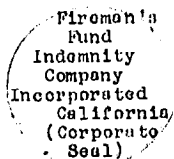
Daisy A. Landis vir : Mortgage Dated May 20, 1920.  
to : Upon Property Situated on East side of South  
Annie A. Heckert al : Hartley Street, in the City of York, York County, Pennsyl-  
to : vania, known as No. 129 south Hartley Street, bounded on the  
Annie A. Heckert, exr. al. : North by a 20 feet 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 these are shown upon a folio of twelve plans bearing the following titles: "York, Pa. Map of 14th Ward Sewer Lines October 1933", "York, Pa. Map of Sewer Lines October 1933", "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 Springettsbury Ave. & Rathton Rd. 1935", "Plan & Profile of Proposed San. Sewer on Irving Ave. between Queen & Pine Sts. 1935", "Plan & Profile of Proposed San. Sewer on Queen St. & Cadot Ay. 1935", "Plan & Profile of Proposed San. Sewer on Center St. between Hay 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. Letman 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.

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.

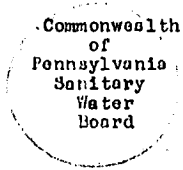
EIGHTH: The public sewers of the municipality shall be maintained by repair when necessary and kept free from deposits by flushing or other proper means of cleansing in order that they may at all times afford a proper means for the prompt conveyance of sewage.

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 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, M. D.  
Secretary of Health  
Chairman

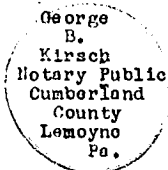
Attest:  
J. R. Hoffert  
Civil Engineer  
Acting Secretary

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

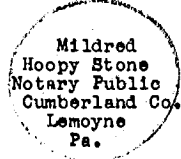
Annie J. Quickel Estate : \$2.00  
To : Fed. Rev. 9/30/36  
Furnace B. Olewiler ux : \$ .90  
                                  : St. Rev. 9/39/36  
                                  : S.S.L.     S.S.L.

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 Attelsberger and William H.

STATE OF PENNSYLVANIA )  
 ) SS: On the 4th day of March in the year One Thousand Nine  
 CUMBERLAND COUNTY, ) 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 :  
 to :  
 The 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 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 issues 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

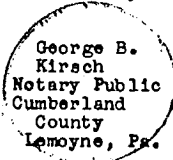
Harrisburg, Pennsylvania.

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



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 28th 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



SANITARY WATER BOARD

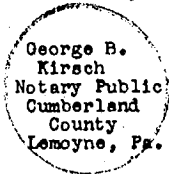
By: A. H. Stewart,  
Secretary of Health  
Chairman

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  
My Commission Expires March 9, 1943  
Commissioned in Cumberland Co.

PENNSYLVANIA DEPARTMENT OF HEALTH  
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

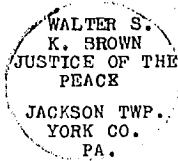
Effective April 1, 1940

ONE: All relevant and non-superseded conditions of prior 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 com-

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.

---0---

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, <sup>5</sup>/<sub>6</sub>, 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

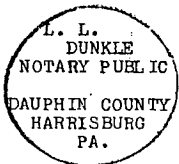
Asst. Chief Engineer  
Secretary

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

Signed, Sealed and Delivered

Joye L. Druck (SEAL)

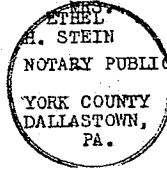
in the Presence of

Ethel H. Stein

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. F. 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

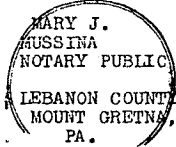
Harrisburg, Pennsylvania.

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

1586.

COMMONWEALTH OF PENNSYLVANIA

TO

THE 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 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.

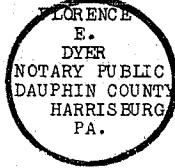


Sanitary Water Board

By Norris W. Vaux, M.D.  
Secretary of Health  
ChairmanAttest: John W. Gittins  
Civil Engineer  
Acting SecretaryHarrisburg, 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 <sup>as</sup> 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.

RECORDED

COMMONWEALTH OF PENNSYLVANIA

JUN 8 10 00 AM '61

RECORDED BY DEEDS OFFICE  
YORK COUNTY, PADEPARTMENT 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



514 2581

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

HSE - 6308

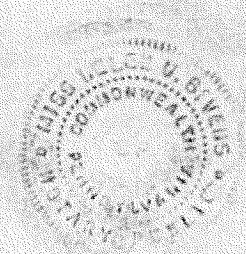
51h 582

STATE OF PENNSYLVANIA }  
COUNTY OF DAUPHIN } SS

On the 26<sup>th</sup> 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.



*Miss Helen J. Birnie*  
NOTARY PUBLIC

NOTARY PUBLIC  
My Commission Expires July 9, 1962  
Harrisburg, Pa. Dauphin County

Vol 51H pg 583

MSK-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.



51H-584

(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 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 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 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

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



va 51H 587

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.

51H 588

**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 fumes 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



Vol 51H pg 580

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

WILL TO S M Harold Sec  
Hotel Yorktowne York Pa

*Luther N. [Signature]*

Recorder

*Handwritten signature*

0 0 0 6 2 9  
BOOK 66C PAGE 1028  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

In the Matter of: RECDM :  
City of York : Sewerage  
York City Sewer Authority :  
York County :  
DEPARTMENT OF DEEDS OFFICE :  
YORK COUNTY, PA. :

JAN 11 11 45 AM '73

O R D E R

NOW, TO WIT, this 29th day of December, 1972, the Department of Environmental Resources ("Department") has found and determined that:

1. On August 2, 1968 a Sanitary Water Board Order was issued to the York City sewer Authority and the City of York requiring submission of a schedule for the upgrading of existing sewage treatment facilities by July 31, 1969, in accordance with water quality standards established for the Codorus Creek Basin;
2. On November 12, 1969, the Department approved a schedule dated November 3, 1969 which was submitted by the York City Sewer Authority in compliance with the August 2, 1968 Order. Said schedule provided for, among other things, the submission of plans and an application for approval of facilities required by the order by June 30, 1970 and completion of construction of facilities by June 30, 1971.
3. On or about March 1, 1972 the York City Sewer Authority submitted Application No. 6772410 for approval of an expansion of the existing treatment works and the addition of nutrient removal facilities, said facilities not being capable of full compliance with the established water quality standards, although some improvements to effluent quality will be accomplished.
4. On March 27, 1972 the York City Sewer Authority adopted and submitted to the Department for approval a schedule for construction of tertiary treatment facilities which, along with facilities proposed by Application No. 6772410 would provide compliance with the August 2, 1968 Order.
5. Full compliance by the York City Sewer Authority and the City of York with the water quality standards established for the Codorus Creek Basin will not be provided until October, 1975.

NOW, THEREFORE, it is hereby ORDERED, pursuant to Sections 3, 4, 5, 201, 202, 203 and 610 of the Clean Streams Law and Sections 91.33, 93.5, 93.6, 95.1 and 95.6 of the Department's Rules and Regulations that the York City Sewer Authority and the City of York shall:

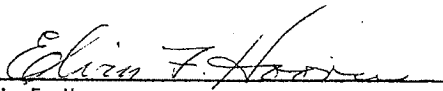
- a. Comply with all steps of the schedule adopted March 27, 1972 and place into full operation tertiary treatment facilities to comply with the water quality standards established for the Codorus Creek Basin by October 15, 1975.

PAGE TWO

- 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

BOOK 66C PAGE 1025

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.

EP-BWQ-15 Rev. 11/72

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

WATER QUALITY MANAGEMENT PERMIT

NO. 6772410

<p>A. PERMITTEE: (Name and Address)</p> <p>York City Sewer Authority 154 Merion Road York, Pennsylvania 17405</p>		<p>B. PROJECT LOCATION</p> <p>Municipality <u>York</u></p> <p>County <u>York County</u></p>				
<p>C. TYPE OF FACILITY <u>Addition of new sewage treatment facilities and upgrading of existing treatment plant.</u></p>		<p>D. NAME OF MINE OR AREA SERVED <u>Serves City of York, North York and West York Boroughs, and Spring Garden, Manchester, West Manchester, and York Townships.</u></p>				
<p>E. THIS PERMIT APPROVES:</p> <table border="1"> <tr> <td> <p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances</p> <p>b. <input checked="" type="checkbox"/> Sewage Treatment Facilities</p> <p>c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> </td> <td> <p>2. The Discharge Of:</p> <p>a. <input checked="" type="checkbox"/> Treated</p> <p><input type="checkbox"/> Untreated</p> <p>b. <input type="checkbox"/> Industrial Wastes</p> <p><input checked="" type="checkbox"/> Sewage</p> <p>TO: <u>Codorus Creek</u> (Receiving Waters)</p> </td> <td> <p>3. The Operation Of:</p> <p>a. <input type="checkbox"/> Mine</p> <p>Maximum surface area to be affected shall not exceed _____ acres. (Surface Mines)</p> <p>Maximum area to be deep mined _____ acres.</p> </td> </tr> </table>				<p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances</p> <p>b. <input checked="" type="checkbox"/> Sewage Treatment Facilities</p> <p>c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p>	<p>2. The Discharge Of:</p> <p>a. <input checked="" type="checkbox"/> Treated</p> <p><input type="checkbox"/> Untreated</p> <p>b. <input type="checkbox"/> Industrial Wastes</p> <p><input checked="" type="checkbox"/> Sewage</p> <p>TO: <u>Codorus Creek</u> (Receiving Waters)</p>	<p>3. The Operation Of:</p> <p>a. <input type="checkbox"/> Mine</p> <p>Maximum surface area to be affected shall not exceed _____ acres. (Surface Mines)</p> <p>Maximum area to be deep mined _____ acres.</p>
<p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances</p> <p>b. <input checked="" type="checkbox"/> Sewage Treatment Facilities</p> <p>c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p>	<p>2. The Discharge Of:</p> <p>a. <input checked="" type="checkbox"/> Treated</p> <p><input type="checkbox"/> Untreated</p> <p>b. <input type="checkbox"/> Industrial Wastes</p> <p><input checked="" type="checkbox"/> Sewage</p> <p>TO: <u>Codorus Creek</u> (Receiving Waters)</p>	<p>3. The Operation Of:</p> <p>a. <input type="checkbox"/> Mine</p> <p>Maximum surface area to be affected shall not exceed _____ acres. (Surface Mines)</p> <p>Maximum area to be deep mined _____ acres.</p>				
<p>F. YOU ARE HEREBY AUTHORIZED TO CONSTRUCT, OPERATE OR DISCHARGE, AS INDICATED ABOVE, PROVIDED THAT YOU COMPLY WITH THE FOLLOWING:</p> <p>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.</p> <p>2. CONDITIONS NUMBERED <u>1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 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.</p> <p>3. SPECIAL CONDITION(S) NUMBERED <u>A and B</u> WHICH ARE ATTACHED HERETO AND ARE MADE A PART OF THIS PERMIT.</p>						
<p>G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p> <p>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.</p> <p>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.</p> <p>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.</p>						
<p>PERMIT ISSUED</p> <p>DATE <u>December 29, 1972</u></p>		<p>DEPARTMENT OF ENVIRONMENTAL RESOURCES</p> <p>BY <u>Elvin F. Hoover</u></p> <p>TITLE <u>Regional Sanitary Engineer</u></p>				
<p>BOOK <u>66C</u> PAGE <u>1031</u></p>						

BOOK 66C PAGE 1032

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.

21.1

(5-72)

- (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) *Supersedes* - 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.

(5-72)

21.2

JCC 1033

BOOK 66C PAGE 1034

## § 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.

21.3

(5-72)



§ 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

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.

§ 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.

21.6  
(Next page is 31.1)

(5-72)

BOOK 66C PAGE 1037

ER-711.31C.  
Rev. 9/72

BOOK 66C 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.

1.

**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.

2.

BOOK 66C PAGE 1039

BOOK 66C PAGE 1040

**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.

**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.

BUP 660 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.



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.

6.

BOOK 66C PAGE 1043

Sewerage Permit No. 6772410

ER 711.308 BOOK 66C PAGE 104a

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. Bodorf  
NOTARY PUBLIC  
Pearl A. Bodorf, Notary Public  
Lewistown 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

Allen H. Smith  
Recorder of Deeds

19029

ER-BWQ-15 Rev. 2-73

BOOK 67C PAGE 790

18218

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES R  
BUREAU OF WATER QUALITY MANAGEMENT

*Sewerage Permit*

WATER QUALITY MANAGEMENT PERMIT NO. 6773413

<b>A. PERMITTEE (Name and Address)</b> York City Sewer Authority E 154 Merion Road York, Pennsylvania 17405		<b>B. PROJECT LOCATION</b> Municipality <u>York</u> County <u>York</u>	
<b>C. TYPE OR FACILITY OR ESTABLISHMENT</b> Sanitary Sewers		<b>D. NAME OF MINE, OPERATION OR AREA SERVED</b> Separation combined sewers in portion of City of York	
<b>E. THIS PERMIT APPROVES</b> 1. Plans For Construction of a. <input checked="" type="checkbox"/> PUMP STATIONS, SEWERS AND APPURTENANCES b. <input 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		YORK, YORK COUNTY, PA. 2. The Discharge of: a. <input 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>To Codorus Creek from York Sewage Plant.</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:

- 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.
- 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.
- 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:

- 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.
- 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.
- 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

DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE September 25, 1973

BY

James V. Donato  
James V. Donato

TITLE

Acting Regional Sanitary Engineer

E3-711.310  
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.

1.  
BOOK 67C PAGE 791

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.

2.

**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.

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 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.

**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.

5.

BOOK 67C PAGE 795



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.

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.



Pearl A. Bodorf  
NOTARY PUBLIC  
Pearl A. Bodorf, Notary Public  
Lewistown Borough, Mifflin Co., Pa.  
My Commission expires February 8, 1978

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

BOOK 67C PAGE 797

BOOK 688 PAGE 130  
 COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES  
 BUREAU OF WATER QUALITY MANAGEMENT

11674

NO. 6773407

WATER QUALITY MANAGEMENT PERMIT

<p>A. PERMITTEE (Name and Address)                  York City Sewer Authority                  154 Merion Road                  York, Pennsylvania                  JUL 23 7 42 29 PM '74</p>	<p>B. PROJECT LOCATION                  Municipality <u>York</u>                  County <u>York County</u></p>
<p>C. TYPE OF FACILITY OR USE                  Addition of Activated Carbon Units for                  Advanced Waste Treatment</p>	<p>D. NAME OF MINE, OPERATION OR AREA SERVED                  Facilities Serve City of York and                  Contiguous Areas.</p>

<p>E. THIS PERMIT APPROVES</p> <p>1. Plans For Construction of</p> <p>a. <input type="checkbox"/> PUMP STATIONS; SEWERS AND APPURTENANCES</p> <p>b. <input checked="" 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 &amp; HEADWALL</p> <p>f. <input type="checkbox"/> STREAM CROSSING</p>	<p>2. The Discharge of:</p> <p>a. <input checked="" type="checkbox"/> TREATED</p> <p><input type="checkbox"/> UNTREATED</p> <p>b. <input type="checkbox"/> INDUSTRIAL WASTE</p> <p><input type="checkbox"/> MINE DRAINAGE</p> <p><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"/>                  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>Codorus Creek</u>                  (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 :

- 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. 6773407 dated February 28, 1973), and amendments dated \_\_\_\_\_ Such application, it's supporting documents and amendments are hereby made a part of this permit.
- Conditions numbered 1, 2, 9 thru 23, 29 and 30 of the Sewerage Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit.
- Special condition(s) designated A and B 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:

- 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.
- 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.
- 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
DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE July 17, 1974
BY James V. Donato  
James V. Donato

TITLE Acting Regional Sanitary Engineer

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.

BOOK 68B PAGE 131

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.

**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.

2.

BOOK 68B PAGE 133

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.

**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.



**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.

**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.

STATE OF PENNSYLVANIA }  
COUNTY OF MIFFLIN } SS  
James V. Donato

On the 17<sup>th</sup> 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., 1974.

*E. Gelsom*  
Recorder of Deeds

*Discharge Permit*

ER-BWQ-15.2 10/78

BOOK 83F PAGE 923

11627

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

912375  
JUL 27 10 15 AM '81  
RECORDS OFFICE  
YORK COUNTY, PA

WATER QUALITY MANAGEMENT PERMIT - PART I  
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. 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  
DATE July 21, 1981

BY Frederick A. Marrocco  
TITLE Frederick A. Marrocco  
Regional Water Quality Manager  
Harrisburg Regional Office

Date Prepared

BUREAU OF WATER QUALITY MANAGEMENT  
SEWERAGE PERMIT NO. PA. 0026263  
PART A

Page 2 of 13

1.  Final  Interim

Effluent Limitations and Monitoring Requirements for Discharge 001, To Odorous 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 (1)	DISCHARGE LIMITATIONS						EFFLUENT CONCENTRATIONS		MONITORING REQUIREMENTS (4)			
	EFFLUENT LOADINGS			DAILY MAXIMUM			MONTHLY AVERAGE	WEEKLY AVERAGE	INSTANTANEOUS MAXIMUM	MEASUREMENT FREQUENCY	SAMPLE TYPE	
	MONTHLY AVERAGE	WEEKLY AVERAGE	DAILY MAXIMUM	MONTHLY AVERAGE	WEEKLY AVERAGE	INSTANTANEOUS MAXIMUM						
BOD-5 Day (2)	Kg/Day	Lb/Day	Kg/Day	Lb/Day	Kg/Day	Lb/Day	SPECIFY UNITS					
Suspended Solids	See Below											
NH <sub>3</sub> -N (6-1 to 10-31)	2043	4504	3036	6755			30 mg/l	45 mg/l	60 mg/l	Daily	24 hr. comp.	
NH <sub>3</sub> -N (11-1 to 5-31)	119	263	119	263	119	263	1.75 mg/l	1.75 mg/l	3.5 mg/l	Daily	24 hr. comp.	
Phosphorus as "p"	357	788	357	788	357	788	5.25 mg/l	5.25 mg/l	10.5 mg/l	Daily	24 hr. comp.	
D.O. (Minimum)	136	300	204	450			2 mg/l	3 mg/l	4 mg/l	Daily	24 hr. comp.	
Fecal Coliform	6 mg/l at all times									Daily	Grab	
pH	Within Limits of 6 to 9						See Footnote (3)		f Part C		Daily	Grab
BOD 5-day (9/1 to 10/31)	681	1501	1021	2252			Standard Units at all times.			Daily	Grab	
BOD 5-day (11/1 to 4/30)	1021	2252	1532	3378			10 mg/l	15 mg/l	20 mg/l	Daily	24 hr. comp.	
Flow							15 mg/l	22.5 mg/l	30 mg/l	Daily	24 hr. comp.	
Chlorine Residual										Cont.	Meas.	

(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.

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 Ocodorus Creek  
Located at Latitude 39°59'18", Longitude 76°43'27"

- A. During the period beginning 7/21/81 and lasting through 7/21/86 the Permittee is authorized to discharge 8 million gallons per day (mgd) or 30,280 cubic meters per day.
- 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						EFFLUENT CONCENTRATIONS			MONITORING REQUIREMENTS (4)	
	EFFLUENT LOADINGS			DAILY MAXIMUM			MONTHLY AVERAGE	WEEKLY AVERAGE	INSTANTANEOUS MAXIMUM	MEASUREMENT FREQUENCY	SAMPLE TYPE
	MONTHLY AVERAGE	WEEKLY AVERAGE	DAILY MAXIMUM	DAILY MAXIMUM	DAILY MAXIMUM	SPECIFY UNITS					
BOD-5 Day (2)	Kg/Day	Lb/Day	Kg/Day	Lb/Day	Kg/Day	Lb/Day					
Suspended Solids	908	2002	1361	3002			30 mg/l	45 mg/l	60 mg/l		
NH <sub>3</sub> -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 <sub>3</sub> -N (1-1 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	See Footnote (3) & Part C										
pH	Within Limits of 6 to 9 Standard Units at all times.										
BOD 5-day (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.

BOOK 83F PAGE 926

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



## 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

**PAGE(S)** 928

**ARE**

**MISSING**

BOOK 83F PAGE 929  
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 Resources  
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.

**BOOK** 83-F

**PAGE(S)** 930

**ARE**

**MISSING**

## 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.

RECORDERS NOTE:

THIS IS A POOR ORIGINAL

J.W.C. MORGAN, JR.  
RECORDER OF DEEDS

BOOK 83F PAGE 932

Sewerage Permit No. PA 0026263 Page 10 of 13

**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'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.
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.

**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.



BOOK 83F PAGE 934

**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.

## 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. 561S11 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)(6) 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.



BOOK 83F PAGE 936

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.

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 - 21<sup>st</sup> - 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 M. 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, 1981

*John C. News*  
Recorder of Deeds

16563  
ER-BWQ-15.2 (5/81)  
Sewage Permit

BOOK PAGE  
0951 0455

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

016563

AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM - PAID  
SEWAGE PERMIT NO. PA 0026263

APR 20 3 22 PM '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 6911 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

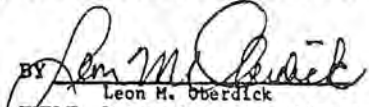
in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit 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 M. Oberdick  
TITLE Regional Water Quality Manager

PAGE

045b

BOOK

1

1. Effluent Limitations and Monitoring Requirements for Outfall 002.

LAT: 39°59'19"  
LONG: 76°43'27"

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.T.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.

1. Effluent Limitations and Monitoring Requirements for Outfall 002.

LAT: 39°59'19"  
 LONG: 76°43'27"

- 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.L.D.
	Average Monthly	Average Weekly	Maximum Daily	Average Monthly	Average Weekly	Maximum Daily	Inst. Maximum				
Flow (mgd)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	Continuous	Measured	
5-day CBOD (5/1 to 10/31)	2385	3578		11	16.5		22	22	Daily	24 hr. comp.	
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.	
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	
Boron, 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.



BOOK PAGE

0951-20 0458

PART A

Page 3 of 14

## (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.

BOOK PAGE

0951 0459

PART A

Page 4 of 14

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.

PART A

BOOK PAGE  
0951 0460  
Page 5 of 14

## 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:



BOOK

PAGE

0951

0461

PART A

Page 6 of 14

- (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.

BOOK PAGE

0951 0462

PART A

Page 7 of 14

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 20<sup>th</sup> day of April 1987  
John C. N...  
Recorder of Deeds



BOOK PAGE  
0951 0463  
PART A

Page 8 of 14

III. SCHEDULE OF COMPLIANCE

The permittee shall achieve compliance with final effluent limitations or terminate this discharge in accordance with the following schedule:

N/A

- 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.

BOOK PAGE  
0951 0464

PART B

Page 9 of 14

## 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.

BOOK PAGE  
0951 0465

PART B

Page 10 of 14

**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.

BOOK PAGE

0951 0466

PART B

Page 11 of 14

**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.



BOOK PAGE  
0951 0467  
PART B

Page 12 of 14

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.1.2. 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 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.

BOOK PAGE  
0951 0468

PART B

Page 13 of 14

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).



BOOK      PAGE  
0951      0469

Page 14 of 14

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.

BOOK

PAGE

0951

0470 page 14a of 14

## 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

BOOK  
0951  
PART CPAGE  
0471

Page 14b of 14

## 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.

D000

0951 0472

Page 14c of 14

## 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.

BOOK PAGE  
0951 0473

Page 14d of 14

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.



DMR SUPPLEMENTAL FORM BOOK PAGE  
 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 <sub>5</sub> (mg/l)	S.S. (mg/l)	BOD <sub>5</sub> (mg/l)   (lb/day)	Suspended Solids (mg/l)   (lb/day)	Fecals per 100 ml	P (mg/l)	NH <sub>3</sub> -N (mg/l)	Cl <sub>2</sub> Resid. (mg/l)	pH			
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													

PROBLEMS OR COMMENTS — ATTACH SEPARATE SHEET

LB/DAY = MG/L X MGD X 8.33

Signature \_\_\_\_\_

BOOK PAGE

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 (ug/l)</u>
5-day CBOD (5-1 to 10-31)	11	22
(11-1 to 4-30)	22	44
Suspended Solids	30	60
NH <sub>3</sub> -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	

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."



BOOK PAGE

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.

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:

<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 <sub>3</sub> -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	

BOOK  
0951

PAGE  
0479 Page 2

PUBLIC NOTICE OF PERMIT ISSUANCE

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."

BOOK PAGE  
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.

Water Quality Management Part I Permit No. 0026263  
York City Sewer Authority  
42 East King Street  
York, PA 17405

BOOK PAGE  
0951 0481

ER-BWQ-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

*Mailed to: York City Sewer Authority  
% D. Bupp  
42 E King St  
York PA 17401*

3/55 ✓  
Sewer Permit

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

R  
0201 1094

**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

021552  
15 07 11 17

1095

1. FINAL Effluent Limitations and Monitoring Requirements for Outfall 002 JUL 05 1981 and lasting through JULY 5, 1996.
- A. The permittee is authorized to discharge during the period beginning \_\_\_\_\_ million gallons per day.
- B. The average monthly flow of effluent discharged from the wastewater treatment facility shall not exceed \_\_\_\_\_ 26 million gallons per day.
- C. The quality of effluent shall be limited at all times as specified in Footnote (3) and as follows:

Page 2A of 14

LAT: 39°59'.19"  
LONG: 76°43'.27"

Discharge Parameter	DISCHARGE LIMITATIONS					MONITORING REQUIREMENTS			
	Mass Units (lbs/day)	Concentrations (mg/l)				Measurement Frequency	Sample Type	24 Hr. Report Under A.I.I.D.	
5-DAY CBOC (5/1 - 10/31)	3252	4879	15	22.5	30	continuous	measured		
5-DAY CBOC (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				daily	Grab	
PHOSPHORUS AS P	434	650	2.0	3.0	4.0	daily	24-hr comp.		
NH <sub>3</sub> -N (5/1 - 10/31)	369	564	1.7	2.6	3.5	daily	24-hr comp.		
NH <sub>3</sub> -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

Footnote: 1. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): At discharge from treatment facility.

BOOK PAGE  
0201 1096

Page 2B of 14

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.

Point Source	Coordinates	Description
001	Lat-39°59'19" Long-76°43'27"	Unfiltered effluent from treatment train 2 during bypasses or treated effluent during stormwater pump tests



PART A

0201

1097  
Page 3 of 14

(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.

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.

PART A

0201

1099

Page 5 of 14

**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:

0201 1100 PART A

Page 6 of 14

- (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.

PART A 1101

Page 7 of 14

**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.

PART A 0201 1102 1102  
Page 8 of 14

**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.

PART B

0201

1103

Page 9 of 14

**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.

020 PART B 104

1104

Page 10 of 14

**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.

0201 1106  
PART B

Page 12 of 14

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.1.2. 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 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).

0201 1108

Page 14 of 14

## 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.

0201 1109

Page 14A of 14

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.

0201 1110

Page 14B of 14

**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.

0201 1111

Page 14C of 14

- 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.

0201 1112

Page 14D of 14

- 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.



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

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)  
DISCHARGE MONITORING REPORT

NAME: York City Sewer Authority  
ADDRESS: 17 East Market Street  
York, PA 17404

PERMIT NUMBER: 0026263  
DISCHARGE NUMBER: 002

Page 1 of 2

Facility Location: Manchester Township  
York County From

MONITORING PERIOD			
YEAR	MO	DAY	TO

Note: Read instructions before  
Completing this form

PARAMETER	Quantity or Loading		Quality or Concentration			NO Ex.	Frequency of Analysis	Sample Type
	Average	Maximum	Minimum	Average	Maximum			
FLOW	Sample Measurements							
	Permit Requirements	26 Mo Avg	Report Daily Rk					
5-DAY CBOD (5/1 - 10/31)	Sample Measurements							
	Permit Requirements	3252 Mo Avg	4879 Hx Wk Av		22.5 Hx Wk Av	mg/l	Daily	24-hour comp
5-DAY CBOD (11/1 - 4/30)	Sample Measurements							
	Permit Requirements	5421 Mo Avg	8673 Hx Wk Av		40 Hx Wk Av	mg/l	Daily	24-hour comp
TOTAL SUSPENDED SOLIDS	Sample Measurements							
	Permit Requirements	6505 Mo Avg	9758 Hx Wk Av		45 Hx Wk Av	mg/l	Daily	24-hour comp
DISSOLVED OXYGEN	Sample Measurements							
	Permit Requirements			5.0 Inst Min		mg/l	Daily	Grab
PHOSPHORUS AS P	Sample Measurements							
	Permit Requirements	434 Mo Avg	650 Hx Wk Av		2 Mo Avg	3 Hx Wk Av	mg/l	Daily
pH	Sample Measurements							
	Permit Requirements			6.0 Minimum		9.0 Maximum	S.U.	Daily

Type of Print: \_\_\_\_\_

Executive Officer: \_\_\_\_\_

Title of Principal Executive Officer: \_\_\_\_\_

Signature of Principal Executive Officer: \_\_\_\_\_

Officer or Authorized Agent: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Area Code: \_\_\_\_\_

Number: \_\_\_\_\_

Date: \_\_\_\_\_

I certify under penalty of law that I have personally examined and am familiar with the information provided herein and based on my inquiry of those individuals immediately responsible for obtaining the information I believe the submitted information is true, accurate, and complete. 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.

COMMENT AND EXPLANATION OF ANY VIOLATIONS:

1115

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)  
DISCHARGE MONITORING REPORT

NAME: York City Sewer Authority  
ADDRESS: 19 East Market Street  
York, PA 17404

0026263 PERMIT NUMBER  
002 DISCHARGE NUMBER

Page 2 of 2

MONITORING PERIOD  
YEAR HO DAY TO YEAR HO DAY

Facility Location: Manchester Township  
York County

Note: Read instructions before  
Completing this form

PARAMETER	Quantity or Loading			Quality or Concentration			No. Ex.	Frequency Analysis	Sample Type
	Average	Maximum	Units	Minimum	Average	Maximum			
NH3-N (5/1 - 10/31)	Sample Measurements								
	Permit Requirements	369 HO Avg	564 Kx Wk Av	lbs/day		1.7 HO Avg	2.5 Kx Wk Av	mg/l	Daily
NH3-N (11/1 - 4/30)	Sample Measurements								
	Permit Requirements	1127 HO Avg	1713 Kx Wk Av	lbs/day		5.2 HO Avg	7.9 Kx Wk Av	mg/l	Daily
FECAL COLIFORM (5/1 - 9/30)	Sample Measurements								
	Permit Requirements					200 30Day Geo		No. / 100 ml	Daily
FECAL COLIFORM (10/1 - 4/30)	Sample Measurements								
	Permit Requirements					2000 30Day Geo		No. / 100 ml	Daily
	Sample Measurements								
	Permit Requirements								
	Sample Measurements								
	Permit Requirements								
	Sample Measurements								
	Permit Requirements								
	Sample Measurements								
	Permit Requirements								
	Sample Measurements								
	Permit Requirements								

Type or Print:

Executive Officer	I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and based on my inquiry of those individuals immediately responsible for obtaining the information I believe the submitted information is true, accurate, and complete. 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:

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 *8<sup>th</sup>* 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.

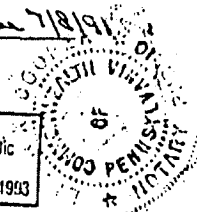
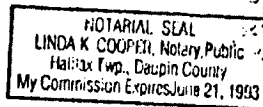
Witness my hand and notarial seal the day and year aforesaid.  
I Certify This Document To Be

Recorded In York County, Pa.

*Linda K. Cooper 7/8/91*  
NOTARY PUBLIC



*[Signature]*  
Recorder of Deeds.



Mail To: David Wm. Bupp, Esq.  
17 E. Market St.  
York, PA 17401

