

**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**

25. Provide a copy of all municipal and affiliate contracts to be assumed by buyer as part of the acquisition and a list and annual dollar value of other contracts.

**AMENDED RESPONSE:**

See attached the municipal, affiliate and other contracts to be assumed by PAWC as part of the acquisition are listed below and attached as **Appendix A-25.1 through Appendix A-25.6**. Please see below a listing and dollar value of other contracts.

**Municipal and Affiliate Contracts**

<b>Tab</b>	<b>Agreement</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>
Appendix A-25.1	Articles of Agreement as amended	City of York and Spring Garden Township	December 8, 1976
Appendix A-25.2	Articles of Agreement as amended	City of York and Manchester Township	December 9, 1976
Appendix A-25.3	Articles of Agreement as amended	City of York and North York Borough	December 10, 1976
Appendix A-25.4	Articles of Agreement as amended	City of York and West Manchester Township	December 10, 1976
Appendix A-25.5	Articles of Agreement	City of York and York Township	December 10, 1976
Appendix A-25.6	Articles of Agreement <sup>1</sup>	City of York and Springettsbury Township	March 19, 2002
Appendix A-25.7	York Manchester Interceptor Agreement	York City Sewer Authority and Manchester Township	May 23, 1989

<sup>1</sup> Please note, APA Schedule 4.15 System Contract No. 39 is listed as Springettsbury Pump Station Agreement 2002 dated March 19, 2002; however, the actual name on the contract is Articles of Agreement.

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Appendix A-25.8	Shut Off Agreement	The York Water Company and City of York	September 1, 2010
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<b>List of Other Contracts &amp; Annual Dollar Value</b>				
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>	<b>Annual Dollar Value</b>
2018 CSL – City of York Agreement	CSL Services, Inc., and The City of York	June 28, 2018	Sewer metering and data reporting.	\$118,800
Aquatics Informatics Services Agreement	The City of York and Aquatic Informatics	July 1, 2020	Hosting, support, and maintenance for IPP software.	\$5,600
BH Proposal for Filter Replacement Project	Buchart Horn, Inc., and York City Sewer Authority	January 15, 2020	Proposal to manage an effluent filter project.	\$295,000
BH Proposal for Clarifier Upgrades Construction Phase Design	Buchart Horn, Inc., and York City Sewer Authority	December 10, 2019	Proposal to manage the clarifier project.	\$35,000
BH Renewal for On Call Technical Support 2020	Buchart Horn, Inc., and The City of York	January 15, 2019	Provide “as needed” technical support for treatment plant.	\$12,500
Control Systems 21 Instrumentation Repair and Maintenance Service Agreement	The City of York and Control Systems 21	January 2, 2018	Repair and maintenance work for treatment plant.	\$230,000
Executed Aqua Aerobics Change Order for Filter Replacement	York City Sewer Authority and Aqua-Aerobic Systems	April 16, 2020	Change order for effluent filter project.	\$68,500

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Executed Aqua Aerobics Proposal for Filter Replacement	York City Sewer Authority and Aqua-Aerobic Systems	January 22, 2020	Construction agreement for effluent filter project.	\$3,948,000
Executed Buchart Horn Proposal for Prospect Street Interceptor	Buchart Horn, Inc., and York City Sewer Authority	April 16, 2020	Design and bidding phases for the Prospect Street Sewer Project	\$101,500
Executed CPP Construction Agreement for Primary Clarifier Upgrade	CPP Construction Company and Buchart Horn Inc., and York City Sewer Authority	January 15, 2020	Construction agreement for clarifier project.	\$956,000
Executed CPP Construction Change Order No. 1 for Primary Clarifier Upgrade	CPP Construction Company, Buchart Horn Inc., and York City Sewer Authority	February 20, 2020	Change order for clarifier project.	\$63,600
Executed Garden Spot Mechanical Agreement for Filter Replacement	Garden Spot Mechanical, Inc., and Buchart Horn Inc., and York City Sewer Authority	May 22, 2020	Construction of effluent filter replacement.	\$120,000
Executed PSI Pumping Solutions Agreement for Electrical Contract for Filter Replacement	PSI Pumping Solutions, Inc., and Buchart Horn Inc., and York City Sewer Authority	May 22, 2020	Construction of effluent filter replacement.	\$274,000

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Executed PSI Pumping Solutions Agreement for General Contract for Filter Replacement	PSI Pumping Solutions, Inc., and Buchart Horn Inc., and York City Sewer Authority	May 22, 2020	Construction of effluent filter replacement.	\$1,377,650
Microturbine Maintenance (Efinity) Contract	E-Finity Distributed Generation, LLC, and The City of York	June 6, 2017	Maintenance agreement for 2 microturbines.	\$105,000
Shipley Choice Natural Gas Sales Agreement 2019-2022	Shipley Choice LLC and The City of York	April 15, 2019	Natural gas sales agreement.	\$58,500
Synagro – City of York 2020 Contract Extension	Synagro Central, LLC, and The City of York	April 25, 2020	Extension of agreement for biosolids removal.	\$370,000
Synagro Agreement 2013	Synagro Central, LLC, and The City of York	January 25, 2013	Biosolids removal and disposal services.	\$370,000
Synagro Performance Bond	Synagro Central, LLC and The City of York	April 24, 2015	Bond required for biosolids contract above.	\$382,800
Talen Energy Retail Electricity Agreement 2020-2021	Talen Energy Marketing, LLC, and The City of York	January 13, 2020	Sale agreement for electricity purchase.	\$475,000
Billing and Revenue Service Agreement	The York Water Company and City of York	October 18, 2019	Billing and collection fees for sewer rental and refuse fees	\$412,500
Articles of Agreement <sup>2</sup>	The York Water Company and	December 13, 1976	Bulk wastewater service	\$1,365,000

<sup>2</sup> The York Water Company now owns the West York Borough wastewater collection system. *Application of The York Water Company - Wastewater (York) for approval of: (1) York to acquire certain wastewater facilities from West York Borough; and (2) the right of York to furnish wastewater service to the public in West York Borough, York County, Pennsylvania, Docket No. A-2016-2552403 (Order entered December 22, 2016).*

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**66 Pa. C.S. § 1329**

**Application Filing Checklist – Water/Wastewater  
Docket No. A-2021-3024681**

	West York Borough			
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# Appendix A-25.7

*Transfer of Ownership  
of Sewer B/D Percep.  
to York City Sewer  
Authority*

## AGREEMENT

THIS AGREEMENT is made the 23 day of May, 1989 between MANCHESTER TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania having its principal office at 3289 Susquehanna Trail, York, Pennsylvania, 17404 (hereinafter "Township") and YORK CITY SEWER AUTHORITY, a municipal Authority organized and existing under the provisions of the Pennsylvania Municipalities Authorities Act of 1945, as amended (hereinafter "Authority").

## RECITAL

The York City Sewer Authority is the owner of a municipal wastewater treatment system and the holder of a National Pollutant Discharge Elimination Certificate by permit from the United States Environmental Protection Agency and the Pennsylvania Department of Environmental Resources and a party to Intermunicipal Agreement with, inter alia, Manchester Township. All of the Authority's treatment facilities and certain of the Authority's collection facilities are located within the Township. Authority, at the direction of the United States Environmental Protection Agency and the Pennsylvania Department of Environmental Resources is engaged in significant public construction for the expansion and upgrading of the Wastewater Treatment Facility and, for such purposes has acquired certain real estate within the Township upon which such construction is in progress.

## Appendix A-25.7

In connection with such construction, the Authority has caused to be constructed certain public improvements consisting of a new San Carlos Road located between the trucking facility now occupied by Roadway Package Systems, Inc. and properties south of such road occupied by Red Roof Inns and Bob Evans Restaurants, and has constructed a certain portion of Toronita Street located west and north of the Wastewater Treatment Facility. The Authority and the Township have agreed that such roadways as constructed are to be dedicated to Township for public use upon completion of construction subject to the Township requirement that such streets and highways be warranted free from defect and are accepted by the Township upon the expiration of a eighteen (18) month period from the date of such dedication.

Township has agreed to vacate certain public highways consisting of a portion of Blackbridge Road and the "old" San Carlos Road leading to Blackbridge Road from Toronita Street upon dedication of roads and streets improved by Authority and which provide access to property located along the Codorus Creek immediately north of Authority's premises and now occupied by Hildebrand Machinery, Inc.

Township owns certain sewer lines serving the Township which are located under the premises owned by Authority and wishes to transfer ownership and maintenance responsibility for such sewer lines to Authority which is willing to purchase such sewer lines from Township on the terms and conditions herein set forth.

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NOW, THEREFORE, and in consideration of the foregoing and the mutual public benefits to be received from each other pursuant to the execution of this Agreement, Authority and Township agree as follows:

1. Authority hereby transfers, assigns and sets over all of its right, title and interest and dedicates to Township for public use and adoption by Township all those certain tracts of land with the road improvements thereon constructed as set forth in Exhibits A1 and A2 hereto, and agrees to file a Right-of-Way Plan showing the roads as actually built, to revise, with respect to the roads, the previous plan approved by Manchester Township on April 8, 1986, and recorded in Plan Book FF, Page 799.

2. Township accepts such assignment and dedication and agrees to adopt the premises set forth in Paragraph 1 hereof upon the filing of the revised plan referred to in Paragraph 1 hereof and upon a satisfactory recommendation from the Township Engineer after inspection of the improvements. Authority shall comply with an eighteen (18) month warranty period which period shall begin as of the date of completion of such improvements hereby established as November 20, 1988, and shall remain liable for the repair or reconstruction of the roadway located on such premises through and during the terms of such eighteen month period.

3. In consideration of the dedication and acceptance set forth in Paragraphs 1 and 2 hereof, Township agrees to enact an Ordinance vacating that portion of Blackbridge Road and the "old" San Carlos



# Appendix A-25.7

Road as more fully set forth on Exhibits B1 and B2 hereto and which, upon such vacation shall revert to and become the property of Authority.

4. Township wishes to sell and transfer and Authority wishes to purchase and maintain those sewer lines of Township located within and under the premises of the Authority which sewer lines carry effluent from Township to Authority for treatment and discharge. Township agrees that such lines described on Exhibit C hereto shall be conveyed and transferred to Authority for the sum of One Thousand (\$1,000.00) Dollars together with the Authority's undertaking to maintain and repair such sewer lines so as to permit the free and uninterrupted flow of effluent from Township to Authority facilities for appropriate treatment and discharge and further upon condition that Authority obtain and install flow meters at a point or points accessible to both Township and Authority more fully described on Exhibit D hereto, pursuant to which appropriate charges can be calculated under and pursuant to existing and future agreements between Authority and the municipalities tributary thereto.

5. Authority agrees to purchase the sewer lines referred to in Paragraph 4 above for the sum of One Thousand (\$1,000.00) Dollars, which shall be payable over a period of four (4) years at the rate of Two Hundred Fifty (\$250.00) Dollars per year, without interest, beginning the 1st day of July, 1989, and on the first day of July in each succeeding year, to

0112072003 10.47 7170433103

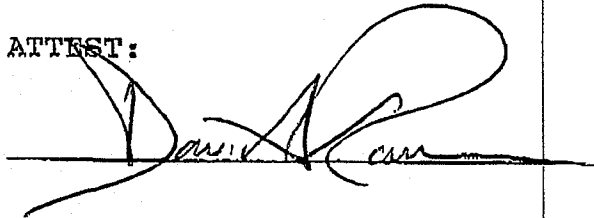
# Appendix A-25.7

obtain and install flow meters as referred to above and to maintain and repair such sewer lines for the purposes as set forth above.

6. Authority and Township acknowledge and agree that to consummate the agreements referred to herein, certain additional documents, instruments, writings and legislative and quasi governmental and governmental acts and approvals may be required. Each party hereto agrees to proceed diligently to obtain such approvals or to take such steps as may be necessary to effectuate the purposes of this Agreement, it being acknowledged that the purposes hereof are for the public good and the benefit of this Agreement shall inure to the general public and the successors and assigns of each party hereto.

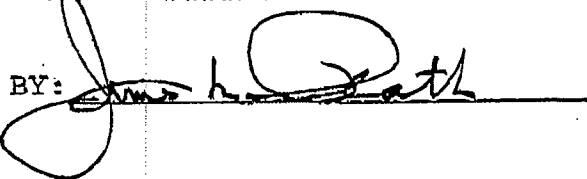
IN WITNESS WHEREOF, Authority and Township have set their hands and seals the date and year first above written intending to be legally bound thereby.

ATTEST:

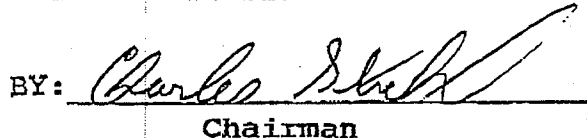
  
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*W. Manfred Band*  
Secretary

MANCHESTER TOWNSHIP

BY:   
\_\_\_\_\_

YORK CITY SEWER AUTHORITY

BY:   
Chairman

# Appendix A-25.7



## Land Survey Consultants, Inc.

264 West Market Street

York, Pennsylvania 17401

TELEPHONE (717) 845-6409

DESCRIPTION OF: A Portion of Toronita Street, Township Road #514,  
Right of Way Offered For Adoption

LOCATED IN: Manchester Township, York County, Pennsylvania

DATE: September 23, 1988

Beginning for the centerline thereof at the northerly terminus of the previously adopted portion of said Toronita Street, Township Road #514; extending thence by a curve to the right having a radius of 380.61 feet for a distance of 388.73 feet, the chord of which extends N30°-07'-40"E a distance of 372.05 feet; extending thence N59°-23'-12"E a distance of 96.66 feet, said right of way being 50 feet in width and lying 25 feet on each side of the above described centerline.

Extending thence N59°-23'-12"E a distance of 214.43 feet to a point at the beginning of a proposed 572.96' radius, said right of way being 60 feet in width and lying 30 feet on each side of the above described centerline.

EXHIBIT

A1

# Appendix A-25.7



## Land Survey Consultants, Inc.

264 West Market Street

York, Pennsylvania 17401

TELEPHONE (717) 845-6409

DESCRIPTION OF: Hildebrand Drive Right of Way Across Lands of  
York City Sewer Authority - Offered For Adoption

LOCATED IN: Manchester Township, York County, Pennsylvania

DATE: May 22, 1989

Beginning at a point formed by the intersection of the southerly right of way line of Toronita Street, Township Road #514, (a 60' wide public street) with the northerly property line of lands now or formerly of York City Sewer Authority; extending thence along the northerly property line of said last mentioned lands N59°-23'-12"E a distance of 231.15 feet to a point on the westerly right of way line of Black Bridge Road, Township Road #836, (a 33' wide public street); extending thence along the westerly right of way line of said Black Bridge Road, Township Road #836, S24°-16'-08"E a distance of 146.64 feet; extending thence across the aforementioned lands now or formerly of York City Sewer Authority the following five (5) courses and distances, namely: (1) S65°-43'-52"W a distance of 13.00 feet; (2) by a curve to the left having a radius of 37.00 feet for a distance of 56.37 feet, the chord of which extends N67°-55'-05"W a distance of 51.08 feet; (3) S68°-25'-58"W a distance of 170.94 feet; (4) by a curve to the right having a radius of 100.00 feet for a distance of 68.35 feet, the chord of which extends S88°-00'-54"W a distance of 67.03 feet; (5) by a curve to the left having a radius of 62.00 feet for a distance of 52.31 feet, the chord of which extends S83°-25'-44"W a distance of 50.77 feet to a point on the southerly right of way line of the aforementioned Toronita Street, Township Road #514; extending thence along the southerly right of way line of said Toronita Street, Township Road #514, by a curve to the left having a radius of 602.96 feet for a distance of 105.85 feet, the chord of which extends N46°-15'-57"E a distance of 105.71 feet to a point on the northerly property line of lands now or formerly of York City Sewer Authority and the point of beginning.

The centerline length of said Hildebrand Drive is 287.55 feet, as measured from the southerly right of way line of said Toronita Street, Township Road #514, to the westerly right of way line of said Black Bridge Road, Township Road #836.

EXHIBIT  
A2

A

Appendix A-25.7



**Land Survey Consultants, Inc.**

264 West Market Street

York, Pennsylvania 17401

TELEPHONE (717) 845-6409

DESCRIPTION OF: A Portion of Black Bridge Road, Township Road #836,  
Right of Way To Be Vacated

LOCATED IN: Manchester Township, York County, Pennsylvania

DATE: September 22, 1988

Beginning for the centerline thereof at a point on the northerly right of way line projected of San Carlos Street (a 50' wide public street), said point being located  $N72^{\circ}-55'-00''E$  a distance of 525.89 feet from the northeasterly corner of the intersection of said San Carlos Street and Toronita Street, Township Road #514, (a 50' wide public street); extending thence  $N13^{\circ}-30'-33''W$  a distance of 1370.24 feet; extending thence  $N38^{\circ}-42'-22''E$  a distance of 508.29 feet to a point on the southwesterly line projected of lands now or formerly of the United States of America.

Said right of way being 33 feet in width and lying 16.5 feet on each side of the above described centerline.

EXHIBIT B1

# Appendix A-25.7



## Land Survey Consultants, Inc.

264 West Market Street

York, Pennsylvania 17401

TELEPHONE (717) 845-6409

DESCRIPTION OF: San Carlos Street Right of Way  
To be Vacated

LOCATED IN: Manchester Township, York County, Pennsylvania

DATE: September 22, 1988

Beginning for the centerline thereof at a point on the easterly right of way line projected of Toronita Street, Township Road #514, (a 50' wide public street), said point being located N17°-06'-15"W a distance of 1065.76 feet from the northeasterly corner of the intersection of said Toronita Street, Township Road #514, and U. S. Route 30, Legislative Route 1069; extending thence by a curve to the right having a radius of 150.00 feet for a distance of 45.25 feet, the chord of which extends N25°-05'-53"E a distance of 45.08 feet; extending thence N33°-44'-17"E a distance of 29.71 feet; extending thence by a curve to the right having a radius of 900.00 feet for a distance of 437.01 feet, the chord of which extends N47°-38'-55"E a distance of 432.73 feet; extending thence N61°-33'-33"E a distance of 133.50 feet to a point on the westerly right of way line projected of Black Bridge Road, Township Road #836, (a 33' wide public street), about to be vacated.

Said right of way being 50 feet in width and lying 25 feet on each side of the above described centerline and including the additional area forming the northwesterly and the southwesterly intersections of said San Carlos Street and said Black Bridge Road.

EXHIBIT B2

# Appendix A-25.7

1. Move point of connection (No. 1) of the Township sanitary sewerage system, at the east side of Manhole No. 8 in Toronita Street, approximately 185 feet north of the entrance road to the York City Wastewater Treatment Plant (metered) *(all sewer lines south and east of this point to be conveyed to Authority per Paragraph 4)*
2. An additional point of connection (No. 4) of the Township sanitary sewerage system to the sanitary sewerage system of the City, shall be at Manhole No. 2 in Blackbridge Road approximately 130 feet north of Route 30 (unmetered).
3. San Carlos Restaurant will be connected directly to the City sewerage system and monitored for flow by York Water Company meter #93-43700 (private line - not metered).

EXHIBIT "C"

4

EXHIBIT "D"

# Appendix A-25.7

SEIDENSTICKER, KEITER, & BAUGHMAN

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## FACSIMILE TRANSMITTAL SHEET

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TO:	Dave Raver	FROM:	Dave Keiter
COMPANY:	Manchester Twp.	DATE:	07/26/05
FAX NUMBER:	767-1400	TOTAL NO. OF PAGES INCLUDING COVER:	11
PHONE NUMBER:	764-4646	SENDER'S REFERENCE NUMBER:	
RE:	City sewer line agreement	YOUR REFERENCE NUMBER:	

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS:

Bingo -- first place I looked. Unbelievable!

cc: Rick Resh



**SHUT-OFF AGREEMENT**

THIS AGREEMENT, made this 1st day of September, 2010, by and between the City of York, Pennsylvania, having an office for the transaction of business at 50 W. King St., York, Pennsylvania (hereinafter called the "City of York") and THE YORK WATER COMPANY, a public utility corporation of the Commonwealth of Pennsylvania, with its principal place of business at 130 East Market Street, York, Pennsylvania 17401, (hereinafter call the "Water Company").

**WITNESSETH**

THAT WHEREAS, the City of York is engaged in supplying sewage service to the citizens and residents of the City of York's service area, York County, Pennsylvania; and

WHEREAS, the Water Company, a corporation as aforesaid, is the owner and operator of a water distribution system serving the customers in the aforesaid area, under the applicable Rules and Regulations of the Pennsylvania Public Utility Commission; and

WHEREAS, the Water Company is authorized and required at the request and direction of the City of York pursuant to the provisions of the Act of April 14, 2006, P.L. 85, 53 P.S. Sections 3102.501 et seq., to shut-off the supply of water from its system to any premises in which the rentals, rates and charges for sewer, sewage or sewage treatment service supplied by the City of York are unpaid and the claim or lien for such service has been assigned to the City of York.

WHEREAS, certain notice requirements relating to the shut-off of the supply of water are set forth therein and in the Act of November 26, 1978, P.L. 1255, No. 299, 68 P.S. Sections 399.1 et seq.; and

WHEREAS, both parties believe that they should enter into a written agreement specifically setting forth the duties, obligations, responsibilities and liabilities of each party to each other and such agreement is specifically authorized by subsection C of the Act of April 14, 2006, P.L. 85, 53 P.S. §3102.505.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, and the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. Upon written request by the City of York specifying a premises in the City of York's service area with regard to which the rentals, rates and charges for sewer, sewage or sewage treatment service shall not have been paid for a period of at least thirty days' from the due date thereof, the Water Company shall proceed to shut-off the supply of water to such premises until it is advised in writing by the City of York that all such overdue rentals, rates and charges, together with any interest thereon, have been paid or the City of York directs otherwise;

PROVIDED HOWEVER, that said written request be accompanied by a statement in writing by a responsible officer of the City of York setting forth:

- A. For any premises other than a residential building for which the landlord is the party responsible for the payment of sewer service:
  - i. that the City of York has given ten (10) days' written notice of its intention to request the Water Company to shut-off the supply of water from its system to such premises to the person liable for the payment of such rentals and charges,
  - ii. that there has been posted a written notice to this effect at the main entrance to the premises, and
  - iii. that the City of York has not received a written statement under oath or affirmation from the person liable for the payment of the said rentals and charges stating that the said owner has a just defense to the claim or part thereof,
- B. For any residential building for which the landlord is responsible for the payment of sewer service:
  - i. that the City of York has given the landlord at least thirty-seven (37) days' written notice of the proposed termination and has given a copy of the notice to the appropriate governmental agency (the Department of Licenses and inspections of any city of the first class; the Department of Public Safety of any city of the second or third class; and the County Public Health Department in any other political subdivision).
  - ii. that the termination notice contained the following:
    - a. the amount owed the sewer system by the landlord for each affected account;
    - b. the date on or after which water service will be discontinued;
    - c. the date on or after which the City of York will notify tenants of the proposed termination of water service and their rights;
    - d. a statement of the obligation of the landlord to provide the City of York with the names and addresses of every affected tenant or to pay the amount due the City of York or make an arrangement with the City of York to pay the balance, including a statement that this list must be provided or payment or arrangement must be made within seven (7) days of receipt of the notice; and of the penalties and liability which the

- landlord may incur by failure to comply (a civil penalty of not more than \$500 for each day of failure to respond, plus reasonable attorneys' fees);
- e. a statement of the right of the landlord to stay the notification of tenants by filing a petition with the Court disputing the right of the City of York to cause termination of water service,
- iii. that at least seven (7) days after notice to the landlord and at least thirty (30) days before any termination of service, each tenant was provided notice of the proposed termination of water service, the notice containing:
    - a. the date on which the notice was rendered;
    - b. the date on or after which water service will be discontinued;
    - c. a statement of the circumstance under which service to the affected tenant may be continued;
    - d. the bill for the thirty (30) day period preceding the notice to the tenants;
    - e. a statement of the statutory rights of a tenant to deduct the amount of any direct payment to the City of York from any rent payments then or thereafter due; to be protected against any retaliation by the landlord for exercising such statutory right; and to recover money damages from the landlord for any such retaliation;
    - f. a statement that the tenants may make payment to the City of York on account of nonpayment by the landlord only by check or money order drawn by the tenant to the order of the sewer system;
    - g. a telephone number at the City of York which a tenant may call for an explanation;
    - h. a statement that the information in the notice to tenants was also posted by the City of York in those common areas of the premises where it is likely to be seen by the affected tenants.
  - iv. that the landlord has not paid the amount due or made an arrangement to pay the amount;
  - v. that the landlord has not filed an unresolved petition with the Court disputing the right of the City of York to cause termination of the water service;
  - vi. that the tenants have not exercised their rights to continued service.

AND FURTHER PROVIDED that no occupant of said premises has produced a medical certification by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of water service or failure to restore water service, as provided for in 52 Pa. Code §§56.11156.118,

2. The City of York shall pay to the Water Company concurrently with the delivery of the written request mentioned in Section 1, above, the sum of Fifteen Dollars (\$15.00) to cover the Water Company's cost of shutting off the water supply to each premises listed in such request. The City of York shall also pay to the Water Company, upon its request therefore, an additional charge of Fifteen Dollars (\$15.00) to cover the Water Company's cost of restoring water service to each such premises. In the event that the actual cost incurred by the Water Company in discontinuing and restoring water service to any such premises is more than Thirty Dollars (\$30.00), the City of York shall remit the actual cost thereof to the Water Company based on time, material, transportation and other fixed charges. The fees fixed hereunder may be amended from time to time as agreed by the parties hereto.

3. The City of York shall pay to the Water Company the estimated loss of water revenues resulting from each shut-off made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut-off in each instance and the average water revenue received by the Water Company for a like period of time during the year prior to such shut-off from the class of customer involved in each instance, as determined from the books and records of the Water Company. The estimated loss of revenue shall be billed by the Water Company to the City of York periodically at the same time as the Water Company would have billed the customer if the water had not been shut-off, and the Township shall pay each such bill within thirty (30) days of receipt thereof.

4. The Water Company shall not be liable for any loss, damage or other claim asserted by the owner, person or corporation based on or arising out of the shutting off of such supply of water. The City of York shall indemnify and save harmless the Water Company, its agents, officers, servants or employees from any such loss, damage or other claim arising out of said activity pursuant to the terms of the Agreement. Notwithstanding the aforementioned language the City of York shall not be responsible for any loss, damage or claim asserted by said owner, person or corporation due to negligence on the part of the Water Company, its agents, officers, servants or employees, while performing any services for the Township pursuant to this agreement.

5. If a dispute shall arise between the parties hereto regarding any of the provisions of this Agreement, such dispute may be submitted by either of the parties to the Pennsylvania Public Utility Commission whose decision, unless reversed on appeal, shall be final.

6. The Agreement may be terminated by either of the parties hereto by then (10) days written notice given to the other party at its principal place of business.

7. The Agreement shall become effective thirty (30) days after the Water Company has filed a copy thereof with the Pennsylvania Public Utility Commission or, in the event that the said Commission grants its approval thereof,

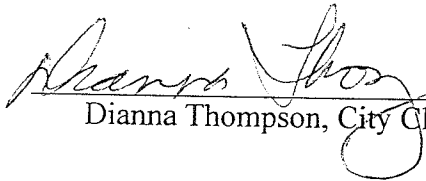
8. The Water Company shall have the right to increase the above-referenced amount of Thirty Dollars (\$30.00) from time to time, in the event that the cost to the Water Company for performing the service hereunder increases, upon sixty (60) days' written notice to the City of York. It is further understood and agreed that the aforesaid amount of Thirty Dollars (\$30.00) for the shutting off and restoring of water service under the provisions of this Agreement shall be automatically increased to coincide with the charges for shutting off water service and restoring water service contained in the Company's tariff as on file with and approved by the Pennsylvania Public Utility Commission from time to time,


9. Notwithstanding the provision of the Agreement, it is understood and agreed by the parties hereto that the Water Company shall be required to comply with any existing regulations of the Pennsylvania Public Utility Commission relating to the notice before the termination, in addition to providing any notice that might otherwise be required under this contract or any applicable law or ordinance.

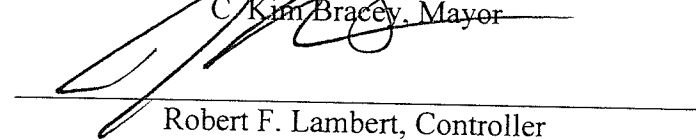
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper officers the day and year first above written.

ATTEST:

CITY OF YORK:

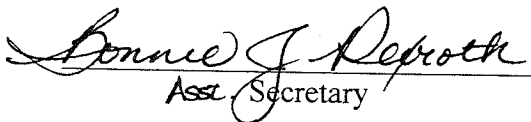
  
\_\_\_\_\_  
Dianna Thompson, City Clerk

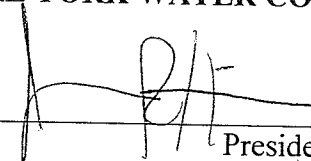
BY:   
\_\_\_\_\_  
C. Kim Bracey, Mayor

  
\_\_\_\_\_  
Robert F. Lambert, Controller

ATTEST:

THE YORK WATER COMPANY:

  
\_\_\_\_\_  
Bonnie J. Repoth  
Asst. Secretary

BY:   
\_\_\_\_\_  
President



# The York Water Company

Appendix A-25.8  
*Chiu*

March 14, 2013

Mr. Michael J. O'Rourke  
Business Administrator  
The City of York  
101 South George St., PO Box 509  
York, PA 17405

RE: Addendum to Sewer Shut-Off Agreement

Dear Mr. O'Rourke:

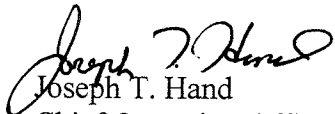
Enclosed please find one original and one copy of the Addendum to our September 1, 2010 Shut-Off Agreement. York Water has retained an original and one original will be filed with the Pennsylvania Public Utility Commission (PUC).

York Water will file the addendum with the PUC o/a March 18, 2013. The PUC typically reviews and returns a certificate of filing within thirty to forty-five days of receipt. Therefore, I expect to receive the certificate before the end of April, 2013. The terms of the addendum will be effective with the issuance of the certificate of filing.

I look forward to working with you through this process. Once we've received the certificate of filing we will contact your office and arrange for additional training and coordination. In the meantime, if I can be of any assistance please contact me directly at (717) 718-7554 or email at [jth@yorkwaer.com](mailto:jth@yorkwaer.com).

Thank you for your assistance in this matter.

Sincerely,

  
Joseph T. Hand  
Chief Operating Officer

*Copy*

**ADDENDUM TO SHUT-OFF AGREEMENT**

1. This Addendum modifies and supplements the attached Shut-Off Agreement (the “Shut-Off Agreement”) dated September 1, 2010.
2. The parties to the Shut-Off Agreement as modified and supplemented by this Addendum are: City of York (the “City of York”) and The York Water Company (the “Water Company”).
3. The parties agree that wherever there is any conflict between this Addendum and the Shut-Off Agreement, the provisions of this Addendum will control and the Shut-Off Agreement will be construed accordingly.
4. Notwithstanding any terms in the Shut-Off Agreement to the contrary, the City of York and the Water Company agree as follows:

a. Upon written request by the City of York specifying a premises in the City of York’s service area with regard to which the rentals, rates and charges for sewer, sewage or sewage treatment service shall not have been paid for a period of at least thirty days’ from the date thereof, the Water Company shall proceed to post for and shut-off the supply of water to such premises until it is advised in writing by the City of York that all such overdue rentals, rates and charges, together with any interest thereon, have been paid or the City of York directs otherwise.

b. The following fees apply to notice requirements relating to the shut-off of the supply of water as set forth in the Act of November 26, 1978, PL. 1255, No. 299, 68 P.S. Sections 399.1 et seq., for any premises, other than a residential building for which the landlord is the party responsible for the payment of sewer service:

Provide ten (10) days written notice of the City of York’s intention to request the Water Company shut-off the supply of water.	\$15.00
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Post at the main entrance to the premises a three (3) days written notice of the City of York’s intention to request the Water Company shut-off the supply of water.	\$15.00
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Post at the main entrance to the premises a forty-eight (48) hours written notice of the City of York’s intention to request the Water Company shut-off the supply of water.	\$15.00
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c. The following fees apply to notice requirements relating to the shut-off of the supply of water as set forth in the Act of November 26, 1978, PL. 1255, No. 299, 68 P.S. Sections 399.1 et seq., for any residential building for which the landlord is responsible for the payment of sewer service:

Provide thirty seven (37) days written notice of the City of York's intention to request the Water Company shut-off the supply of water via certified and first class mail. \$25.00

Post at the main entrance to the premises a thirty (30) days written notice of the City of York's intention to request the Water Company shut-off the supply of water. \$15.00

Should tenant names be obtained during the posting of the thirty (30) days written notice, provide thirty (30) days written notice to tenants via first class mail of the City of York's intention to request the Water Company shut-off the supply of water. \$15.00

Post at the main entrance to the premises a three (3) days written notice of the City of York's intention to request the Water Company shut-off the supply of water. \$15.00

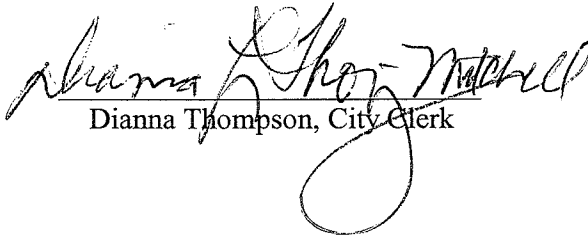
Should tenant names be obtained during the posting of the thirty (30) days written notice, provide a three (3) days written notice to tenants via first class mail of the City of York's intention to request the Water Company shut-off the supply of water. \$15.00


5. The Water Company shall have the right to increase the above-referenced fees from time to time, in the event that the cost to the Water Company for performing the service hereunder increases, upon sixty (60) days' written notice to the City of York.

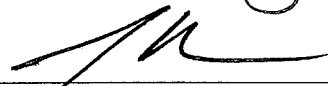
6. The Water Company will invoice the City of York and the City of York will pay the mutually agreed upon fees within thirty (30) days of receipt of the notice. Fees associated with the Shut-Off Agreement shall be paid in accordance with paragraph 2 of the Shut-Off Agreement.

ATTEST:

CITY OF YORK

  
Dianna Thompson, City Clerk

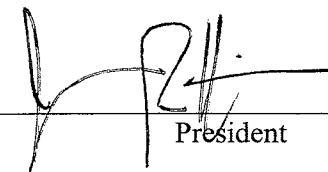
BY:   
C. Kim Bracey, Mayor

  
Robert F. Lambert, Controller

ATTEST:

THE YORK WATER COMPANY

  
Asst. Secretary

BY:   
President



**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CERTIFICATE OF FILING**

Addendum to the agreement dated September 1, 2010 between The York Water Company and the City of York relative to the Company being authorized and required at the request and direction of the City of York to shut off the supply of water from its system to any premises in which the rentals, rates and charges for sewer, sewage or sewage treatment services supplied by the City of York that are unpaid.

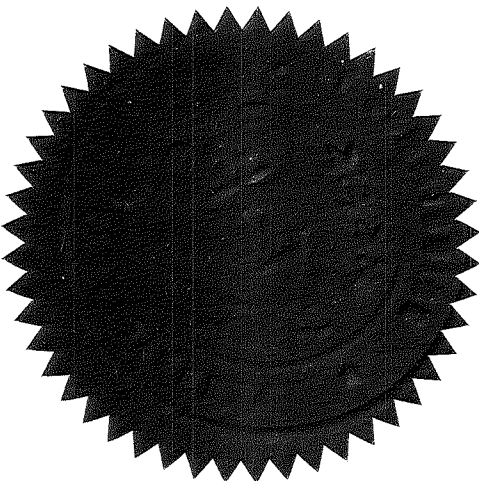
**U-2010-2197661**

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**BY THE COMMISSION:**

**AND NOW, April 19, 2013, the Public Utility Commission certifies that the above, captioned contract or indenture dated September 1, 2010 has been on file with the Commission since March 19, 2013 in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**



Handwritten signature of Rosemary Chiavetta in cursive script.

**Rosemary Chiavetta  
Secretary**