

Exhibit “K-4”

AGREEMENT OF WATER AND WASTEWATER SYSTEM SALE

THIS AGREEMENT is made this 1st day of July 2020 between R.T. Barclay, Inc., t/d/b/a Albright Trailer Park, a Pennsylvania corporation having its principal office in Springfield Township, York County, Pennsylvania ("Barclay") and The York Water Company, a public utility corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of York, York County, Pennsylvania ("York Water").

WHEREAS, Barclay owns water distribution facilities used for and is engaged in the business of distributing water to inhabitants of Albright Trailer Park in the Township of Springfield in York County; and

WHEREAS, Barclay is a water customer of York Water through a single point meter as described in Rules 4.2 and 4.3 of York Water's PUC Approved Water Tariff with a service address of 10846 Susquehanna Trail S., Glen Rock, PA 17327; and

WHEREAS, Barclay owns facilities used for and is engaged in the business of collecting and transporting wastewater from inhabitants of Albright Trailer Park in the Township of Springfield in York County; and

WHEREAS, Barclay is a wastewater customer of SYC WWTP, L.P. ("SYC"), as described in SYC'S PUC Approved Wastewater Tariff with a service address of 10846 Susquehanna Trail S., Glen Rock, PA 17327; and

WHEREAS, York Water is a Pennsylvania public utility engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public in various portions of York and Adams Counties, Pennsylvania; and

WHEREAS, York Water is a Pennsylvania public utility engaged in the business of collecting, treating, and disposing wastewater to the public in various portions of York County, Pennsylvania; and

WHEREAS, York Water has reached agreement to acquire the Wastewater Collection assets of SYC.; and

WHEREAS York Water and SYC agree to file an Application with the Pennsylvania Public Utility Commission (“PUC”) under Sections 1102(a)(1), 1102(a)(2) and 1102(a)(3) of the Public Utility Code, for (1) approval of the transfer by sale of certain public wastewater facilities and rights from SYC to the York Water Company, (2) the abandonment by SYC of wastewater service to the public in Springfield and Shrewsbury Townships, York County, Pennsylvania, and (3) the Approval for the York Water Company to Begin to Offer, Render, Furnish or Supply Wastewater Service in Springfield and Shrewsbury Townships, York County, Pennsylvania; and

WHEREAS, Barclay is willing to sell, and York Water is willing to purchase substantially all of the Water Distribution System of Barclay (as defined in Paragraph 2.1 of this Agreement), in order to assure provision of a continuous and reliable source sanitary sewer service for the inhabitants of Albright Trailer Park; and

WHEREAS, Barclay is willing to sell, and York Water is willing to purchase substantially all of the Wastewater Collection System of Barclay (as defined in Paragraph 2.2 of this Agreement); and

WHEREAS, York Water is willing to operate such Water Supply and Distribution System, subject to York Water's regular rules, regulations and tariffs applicable from time to time to customers of York Water; and

WHEREAS, York Water is willing to operate such Wastewater Collection System, subject to York Water's regular rules, regulations and tariffs applicable from time to time to wastewater customers of York Water.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SALE AND PURCHASE OF ASSETS.** At Closing (as defined in Paragraph 5 of this Agreement), subject to the terms and conditions of this Agreement, Barclay shall sell, assign, transfer and convey to York Water and York Water shall purchase the Assets (as defined in Paragraph 2 of this Agreement) for the Purchase Price (as defined in Paragraph 3 of this Agreement).

2. **DESCRIPTION OF ASSETS.** The term "Assets" means the Water Distribution System, and the Wastewater Collection System, as defined in Paragraphs 2.1 and 2.2 of this Agreement.

2.1. **Description of Water Distribution System.** The term Water Distribution System means all of the physical plant, property, equipment, inventory, tools, and facilities comprising the existing Water Distribution System owned and operated by Barclay (excepting those assets described as Excluded Assets in Paragraph 2.3), with attendant easements (if any), rights-of-way (if any), personal property, inventory, tools, fixtures and equipment, existing within the area described on **APPENDIX A** hereto attached and made a part hereof.

2.2. **Description of Wastewater Collection System.** The term Wastewater Collection System means all of the physical plant, property, equipment, inventory, tools, and facilities comprising the existing Wastewater Collection System owned and operated by Barclay, (excepting those assets described as Excluded Assets in Paragraph 2.3), with attendant easements (if any), rights-of-way (if any), personal property, inventory, tools, fixtures and equipment, existing within the area described on **APPENDIX B** hereto attached and made a part hereof.

2.3. **Excluded Assets.** There is excluded from the sale and Barclay reserves unto itself all funds designated as funds of Barclay including, specifically, any checking accounts, savings accounts, accounts receivables, insurance, and other investments related to the Water Distribution System and the provision of water services by Barclay and other investments related to the Wastewater Collection System and the provision of wastewater services by Barclay.

3. **PURCHASE PRICE.** Barclay agrees to sell, assign, transfer and convey the Assets, and York Water agrees to purchase the Assets, for the consideration of One (\$1.00) Dollar. Barclay and York Water will take all actions necessary to authorize the sale of the Water Distribution System and Wastewater Collection System from Barclay to York Water, and will prosecute all such actions in good faith and with due diligence.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

4.1. **Title.** Barclay represents and warrants to York Water that it has good title to its Water Distribution System and its Wastewater Collection System as defined in Section 2 and depicted on **APPENDIX A** and **APPENDIX B** free and clear of all liens and encumbrances except existing easements, conditions and restrictions, if any, that do not materially impact the operation of Barclay's Water Distribution System and Barclay's Wastewater Collection System.

4.2. **Current Service.** Barclay represents and warrants to York Water that it is presently serving approximately ___ manufactured homes with water and wastewater service on a regular basis.

4.3. **Compliance with Statutes and Regulations.** Barclay represents and warrants to York Water that it complies with any and all applicable statutes and regulations relevant to the operation of the Water Distribution System and its Wastewater Collection System.

4.4. **Outstanding Obligations.** Any existing refunding arrangements, agreements or contracts have been disclosed to York Water and shall remain the obligation of Barclay.

4.5. **Delinquency.** Barclay represents and warrants that it is not delinquent or in default on any loan, contract or obligation.

4.6. **Litigation.** Barclay represents and warrants that there is no litigation of any nature, pending or threatened against or involving Barclay seeking to restrain or enjoin, or restraining or enjoining, the sale of the Water Distribution System and its Wastewater Collection System to York Water or the execution and delivery by Barclay of this Agreement or the Closing Documents. Barclay has received no notice and has no knowledge of any action, claim or proceeding pending or threatened against it.

4.7. **Representations of York Water.** York Water represents that it is properly licensed and authorized by the Commonwealth of Pennsylvania and Public Utility Commission and has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and to consummate the transaction contemplated on its part as buyer herein once approval has been granted by the Commission to provide water utility service and wastewater utility service in this area. The

individuals who have executed this Agreement and other documents herein on behalf of York Water have the authority to legally bind the company in the present Agreement. This Agreement and all other agreements and documents executed in connection herewith by York Water, upon due execution and delivery thereof, shall constitute the valid binding obligation of York Water, enforceable in accordance with their respective terms, except as enforcement may be limited by law or equity.

4.8 Continuance of Representations and Warranties. The parties hereto agree that their foregoing respective representations and warranties shall be true as of the date of the Agreement and as of the Closing, subject, however, to any changes after the date of the Agreement because of any action expressly contemplated by this Agreement or otherwise approved in writing by both parties. Barclay further agrees that its representations and warranties to York Water in this Agreement shall survive closing for a period of two (2) years.

4.9 Rates for Barclay. York Water agrees to charge its PUC approved re-pumped water rates to all active Barclay residents. York Water agrees to charge its PUC approved wastewater rates for all active Barclay residents, which includes a metered rate (based on water consumption) per equivalent dwelling unit of \$40.00 per month for the first 3,000 gallons plus \$5.00 per 1,000 gallons over 3,000 gallons. In accordance with Paragraph 13, rates and other aspects of service, from time to time, may be modified by the PUC.

5. CLOSING. The Closing shall take place within 30 days after all conditions set forth in Paragraph 6 have been met.

6. CONDITIONS TO CLOSING. The obligation of York Water to proceed to Closing is subject to fulfillment of the following further conditions:

6.1. Regulatory Approvals. This Agreement is subject to York Water receiving all requisite permits and approvals for the transaction contemplated by this Agreement from the Pennsylvania Public Utility Commission ("Commission"), the Pennsylvania Department of Environmental Protection ("DEP"), the Pennsylvania Department of Transportation ("PennDOT"), and any and all other applicable

authorities having jurisdiction. York Water shall initiate and timely prosecute in good faith and with due diligence, at its sole expense, necessary proceedings to obtain such permits and approvals. Barclay agrees to provide such information, documents and assistance as may be reasonably requested by York Water in order to obtain such approvals.

7. **CLOSING DOCUMENTS.** At the Closing, Barclay shall sell, transfer, assign and convey to York Water the real and personal property described on **APPENDIX A** and **APPENDIX B** and shall deliver or cause to be delivered the following documents:

7.1. **Bill of Sale** for the personal property, assignments of any existing easements and rights-of-way and an exclusive Easement Agreement conveying exclusive access for York Water to the pump house and operating wells, the wastewater treatment plant, discharge piping and discharge point duly executed by York Water in form for recording. The Easement shall be free and clear of liens or encumbrances and such that a reputable title company doing business in the Commonwealth of Pennsylvania will insure it as an easement interest without exception at its regular rates. In the event of a title objection, defect or encumbrance, York Water shall have the right in its sole discretion to demand its removal by Barclay or to cancel this transaction, such cancellation to occur only after allowing reasonable time and means for the removal of the objection, defect or encumbrance. Barclay and York Water will split the cost of any realty transfer tax due on the conveyance.

7.2. **Certificates** duly signed by the owner(s) of Barclay to the effect that the representations and warranties set forth in Paragraph 4 hereof are true and correct as of the Closing.

7.3. **Copies of operating records** relating to the Source of Supply, Water Distribution System and its Wastewater Collection System as may be reasonably required by York Water including, but not limited to, a copy of an up to date customer list stating the names and addresses of all water and wastewater users.

7.4. **A favorable opinion of counsel** for Barclay to the effect that:

- i. Barclay is a duly formed, validly existing limited liability company in good standing under the laws of the Commonwealth of Pennsylvania; is qualified to transact business under the laws of the Commonwealth of Pennsylvania, and has the legal authority to sell its Water Distribution System and its Wastewater Collection System as contemplated by this Agreement;
- ii. Barclay, acting through its duly authorized partners, has executed and delivered this Agreement and the Closing Documents, all of which are enforceable against Barclay in accordance with their terms, subject to applicable laws of bankruptcy and similar laws;
- iii. To the best of counsel's knowledge, there is no litigation or proceedings pending or threatened against Barclay, which relate adversely to Barclay's ability (a) to conduct its business, (b) to transfer its assets or (c) to consummate the transactions contemplated by this Agreement.

7.5. Permanent Utility and Access and Easement Agreement for Water Distribution System and Facilities and Wastewater Collection System and Facilities to provide for long term access across lands of Barclay for operation, maintenance, and other access to all Water Distribution System and Wastewater Collection System related facilities.

7.6. Covenants of Further Assurances to the effect that Barclay shall from time to time take such further actions and execute and deliver such other documents and instruments at the request and cost of York Water as may be necessary or desirable to give full force and effect to the provisions of the Agreement.

8. COMMISSION. No broker's, finder's or agent's fees or commission shall be due or payable by York Water for or in connection with this Agreement for either the sale or the purchase of the Water Distribution System and Wastewater Collection System of Barclay. York Water represents that it has had no dealing with any broker or agent in connection with this transaction.

9. **REGULAR COURSE OF BUSINESS.**

9.1. **Conduct of Business.** At all times between the dates of this Agreement and the Closing, Barclay agrees to conduct its business of supplying water to its water customers and the operation of its Water Distribution System and agrees to conduct its business of providing Wastewater Collection service to its wastewater customers and the operation of its Wastewater Collection System and to keep the books relating thereto in the ordinary manner and regular and customary course of business and Barclay further agrees not to dispose of any of the assets of said Water Distribution System and Wastewater Collection System without the prior written consent of York Water, and further agrees not to enter into any main extension agreements or collection system extension agreements that call for Barclay to make the extension at its cost, or changes to the system or any other material change or agreement without prior written approval of York Water, except further, as to all of the foregoing, as may be necessary or appropriate in order to comply with applicable law. Barclay will not terminate or fail to renew any of its insurance coverage prior to Closing. At all times between the dates of this Agreement and the Closing, Barclay shall continue as the certified operator in responsible charge of the Water Distribution System and water operations and as the operator in responsible charge of the Wastewater Collection System and wastewater operations.

9.2. **Closing Date.** Closing date shall be on or about the last working day of the calendar quarter following a "Notice of Completion of Facilities" by York Water unless both parties agree to an alternate closing date. York Water will bill its customers within the Service Area for all water and wastewater furnished on and after the date of Closing and shall retain all funds received for water furnished and wastewater service from that date forward.

9.3. **Debt Coverage.** It is understood and agreed that Barclay shall retain responsibility for the payment of all debts associated with the Water Distribution System and Wastewater Collection System that were incurred by Barclay prior to the date of Closing, including, but not limited to, short-term debt.

10. ASSUMPTION OF LIABILITIES. It is understood and agreed that York Water is purchasing assets and does not and shall not assume or in any way undertake to pay or discharge any obligations or liabilities of Barclay before, on or after the Closing Date, arising out of any transactions entered into, or any facts existing before, on or after the Closing Date, except as specifically provided herein. Barclay agrees to pay or discharge its obligations and liabilities not assumed by York Water when due, and will indemnify and hold York Water harmless from any liability or claim arising from Barclay's obligations or liabilities not expressly assumed by York Water.

11. RISK OF LOSS. Except as otherwise provided in this Agreement, Barclay assumes all risks of destruction, loss, or damage to the Water Distribution System and the Wastewater Collection System due to fire or other casualty up to the date of Closing. In the event any of the Water Distribution System or Wastewater Collection System shall be destroyed or damaged prior to the date of Closing, the part or parts so destroyed or damaged shall be replaced or repaired by Barclay at its sole cost and expense, except as otherwise provided in this Agreement, and unless York Water agrees that the purchase price provided herein may be reduced by an amount equal to the estimated cost of replacement or repair of the part or parts so destroyed or damaged; provided, however, if any such destruction or damage shall, in the opinion of York Water, be so extensive as to materially and adversely affect the operating condition of the Water Distribution System and Wastewater Collection System, then, and in that event, York Water shall not be obligated to consummate the purchase and sale contemplated herein, and York Water shall not have any obligations whatever to Barclay by reason hereof. The risk of loss described within this paragraph 11 shall not include any loss or damage occasioned by actions of York Water, or their agents or employees, upon the Property.

12. ACCESS AND INFORMATION. Barclay will give to authorized representatives of York Water, upon reasonable notice, full access during normal business hours throughout the period prior to the Closing to the assets, inventory, books, contracts, extension agreements, and records of Barclay relating to

the Water Supply and Distribution System, and furnish York Water during such period with all such material and information relating thereto as York Water may reasonably request.

13. RIGHTS OF THE PUC, DEP AND OTHER REGULATORY AGENCIES. York Water is regulated by the PUC as well as other governmental agencies. Nothing in this Agreement is intended to supersede, expand, or limit any powers of these regulatory agencies. In all conflicts between this Agreement and another regulatory agency, the regulatory agency requirements shall supersede this Agreement.

14. CAPTIONS. The paragraph captions contained in this Agreement shall not be construed as part of the Agreement, but are used merely for ready reference purposes.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

16. CONSTRUCTION. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, registered mail, return receipt requested:

If to Barclay, to:

Mr. _____ Barclay
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX, PA XXXXX

If to York Water, to:

Joseph T. Hand
President and CEO
The York Water Company
130 East Market Street
York, PA 17401

18. DEFAULT. Time shall be of the essence with respect to performance of any obligation arising under this Agreement. Should either party violate or fail to fulfill and perform any of the terms and

conditions of this Agreement, the non-breaching party may elect to proceed against the breaching party for either actual damages incurred by the non-breaching party or to pursue specific performance of this Agreement.

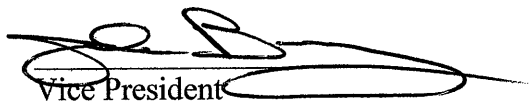
19. **RECORDING.** This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between Barclay and York Water. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Further, this Agreement shall not be altered, amended, changed or modified except in writing executed by all parties.

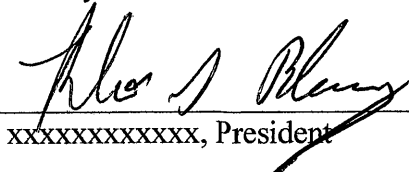
21. **EXECUTION.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically via e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically via e-mail shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

ATTEST:

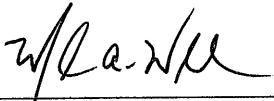

Vice President

Barclay

By: 
xxxxxxxxxxxxx, President


ATTEST:

THE YORK WATER COMPANY



Secretary

(SEAL)

By: 

Joseph T. Hand, President and CEO

APPENDIX "A"

WATER DISTRIBUTION SYSTEM ASSETS TO BE CONVEYED

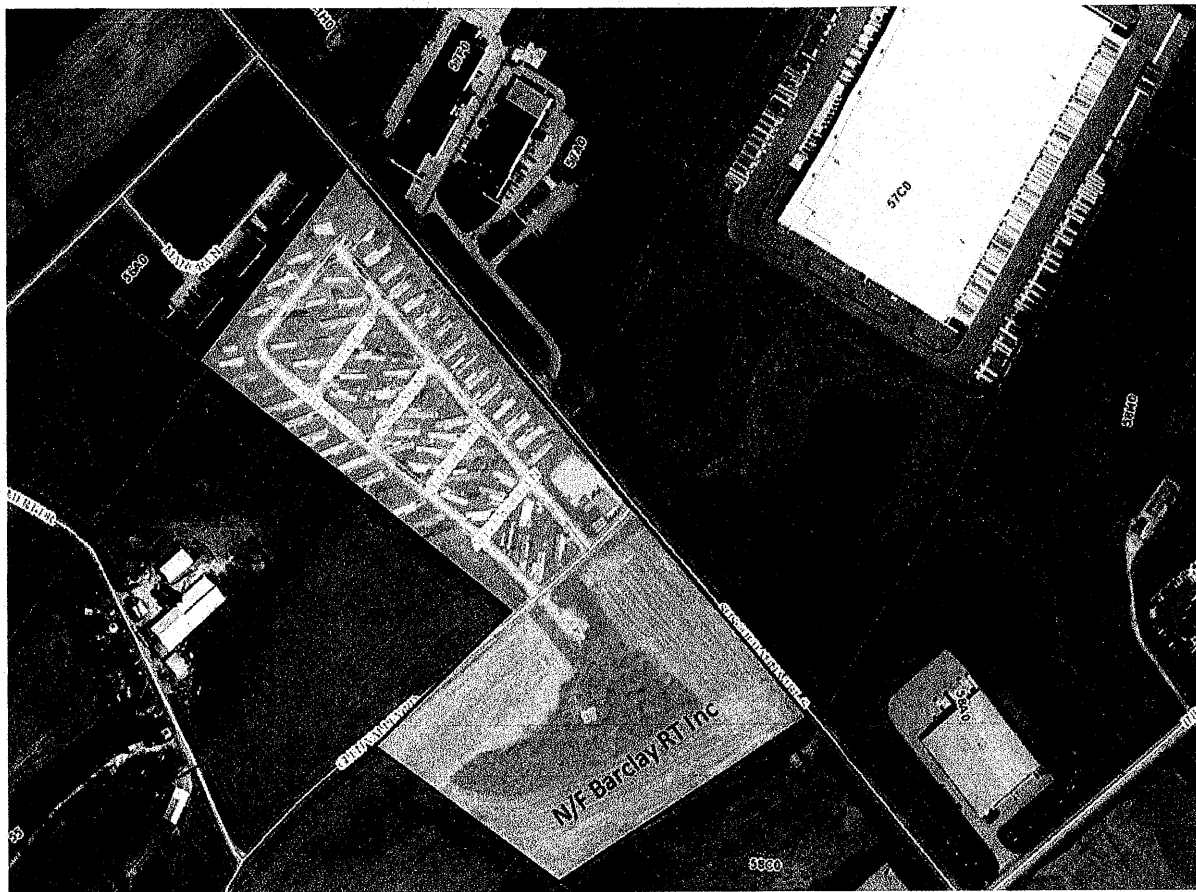
A. All water mains, company service lines (from water main to the service line valve), curb boxes and appurtenant fixtures and equipment in place and used in the Water Distribution System. From York Water's preliminary investigation, the assets consist of the following:

Water Distribution Pipe

Diameter	Material	Footage	System
1"	PVC		
2"	PVC		
4"	PVC		
Total			

- B. All water valves presently in place in the water distribution system.
- C. All meter pits (if any) and water meters (if any) owned by Barclay and presently in place throughout the water distribution system, and all new, unused meter pits (if any) and unused water meters (if any) owned by Barclay.

Appendix A to Agreement of Water and Wastewater System Sale



APPENDIX "B"

WASTEWATER COLLECTION SYSTEM ASSETS TO BE CONVEYED

- B. All sanitary pressure sewer, sanitary gravity sewer, sanitary laterals (from the collection facilities of Barclay to the clean out, and appurtenant fixtures and equipment in place and used in the Wastewater Collection system. Includes MH B-4 and the 8" PVC line from MH B-4 to MH A-6 but does not include MH A-6 (See Appendix B-1). From York Water's preliminary investigation, the assets consist of the following:

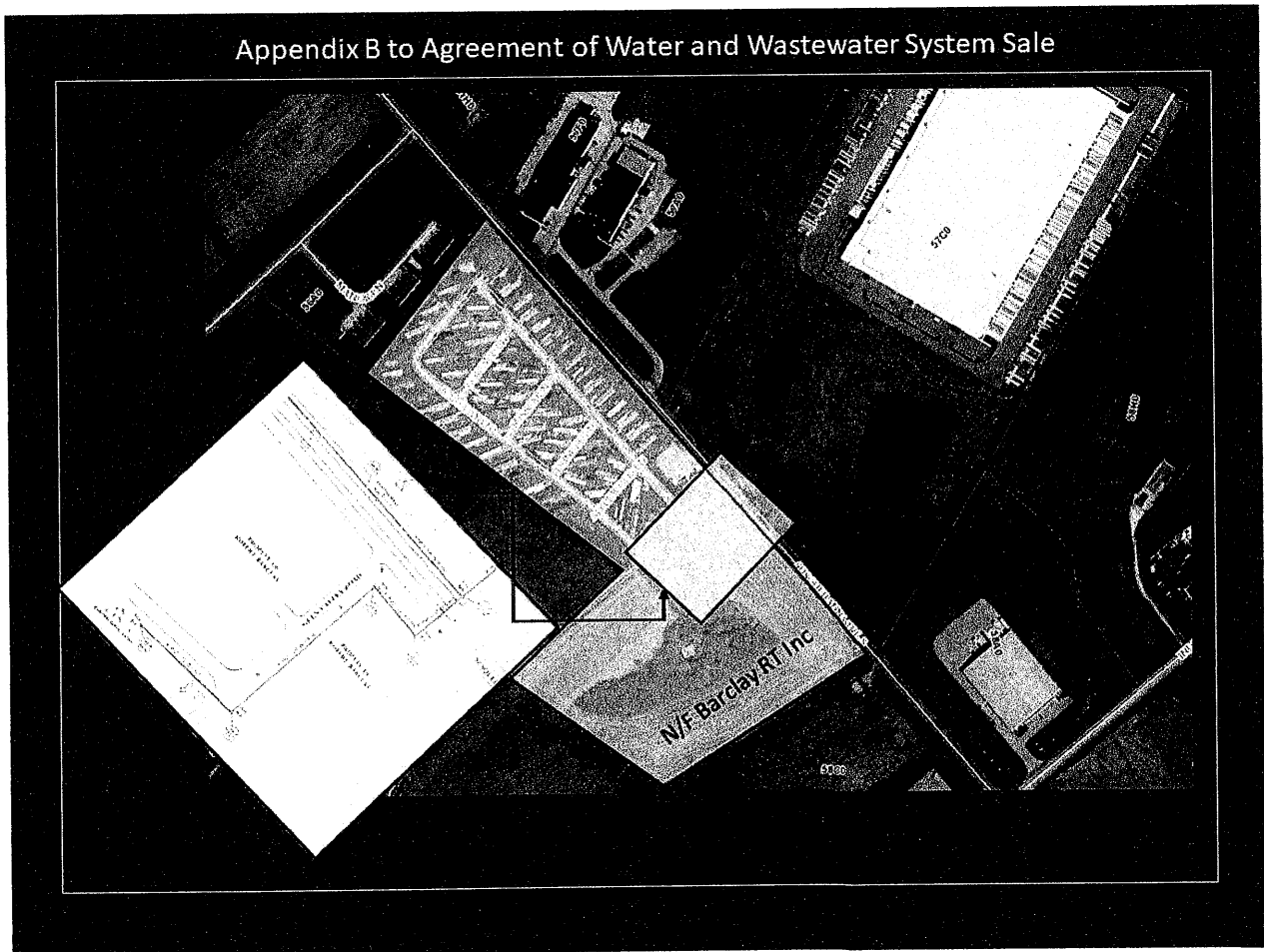
Sanitary Sewer Pipe

Diameter	Material	Footage	System
4"	PVC		
6"	PVC		
8"	PVC		
Total			

- C. All sanitary manholes and clean outs presently in place in the Wastewater Collection System.

Manholes: _____

Clean-outs: _____



APPENDIX “A”

WATER DISTRIBUTION SYSTEM ASSETS TO BE CONVEYED

A. All water mains, company service lines (from water main to the service line valve), curb boxes and appurtenant fixtures and equipment in place and used in the Water Distribution System. From York Water’s preliminary investigation, the assets consist of the following:

Water Distribution Pipe

Diameter	Material	Footage	System
1”	PVC		
2”	PVC		
4”	PVC		
Total			

- B. All water valves presently in place in the water distribution system.
- C. All meter pits (if any) and water meters (if any) owned by Barclay and presently in place throughout the water distribution system, and all new, unused meter pits (if any) and unused water meters (if any) owned by Barclay.

Appendix A to Agreement of Water and Wastewater System Sale



APPENDIX “B”

WASTEWATER COLLECTION SYSTEM ASSETS TO BE CONVEYED

B. All sanitary pressure sewer, sanitary gravity sewer, sanitary laterals (from the collection facilities of Barclay to the clean out, and appurtenant fixtures and equipment in place and used in the Wastewater Collection system. Includes MH B-4 and the 8” PVC line from MH B-4 to MH A-6 but does not include MH A-6 (See Appendix B-1). From York Water’s preliminary investigation, the assets consist of the following:

Sanitary Sewer Pipe

Diameter	Material	Footage	System
4”	PVC		
6”	PVC		
8”	PVC		
Total			

C. All sanitary manholes and clean outs presently in place in the Wastewater Collection System.

Manholes: _____

Clean-outs: _____

