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Devin Ryan

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File #: 197781

March 7, 2023

***VIA ELECTRONIC FILING***

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

**Re: IN THE MATTER OF THE APPLICATION OF THE YORK WATER COMPANY, Under Sections 1102(a)(1)-(3) of the Public Utility Code, for (1) approval of the right to transfer certain public wastewater facilities and rights from Conewago Industrial Park Water & Sewer Company to The York Water Company; (2) the abandonment by Conewago Industrial Park Water & Sewer Company of wastewater service to the public in its service territory in West Donegal Township, Lancaster County; and (3) approval for The York Water Company to begin to offer, render, furnish or supply wastewater service to the public in a portion of West Donegal Township, Lancaster County, Pennsylvania  
Docket No. A-2023-  
Docket No. A-2023-**

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Dear Secretary Chiavetta:

Enclosed for filing is the above-captioned Joint Application of The York Water Company (“York Water”) and Conewago Industrial Park Water & Sewer Company in the above-referenced proceeding. The filing fee in the amount of \$350.00 will be provided at the time of the e-filing.

York Water notes that Proprietary and Non-Proprietary copies of the Joint Application are being submitted.

The Non-Proprietary version is enclosed and is being electronically filed through the Pennsylvania Public Utility Commission’s (“Commission”) eFiling website. The Proprietary version is not enclosed and is being uploaded separately to the Commission’s ShareFile folder for confidential filings.

Rosemary Chiavetta, Secretary  
March 7, 2023  
Page 2

The Proprietary version contains proprietary and competitively-sensitive nature, namely Exhibit E, which is a copy of the Purchase Agreement. Accordingly, York Water respectfully requests that the Proprietary version of the Joint Application be afforded proprietary treatment and placed in a non-public folder.

Additionally, under separate cover, York Water is sending the Commission a CD containing PDF copies of the Proprietary and Non-Proprietary versions of the Joint Application.

The parties listed on the enclosed Certificate of Service are being served with the Non-Proprietary copy of the Joint Application.

Copies will be provided per the attached Certificate of Service.

Respectfully submitted,



Devin Ryan

DR/dmc  
Attachments

cc: Certificate of Service

CERTIFICATE OF SERVICE

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

Lancaster County Commissioners  
Lancaster County Govt. Center  
150 N. Queen Street, 7<sup>th</sup> Floor, Suite 715  
Lancaster, PA 17603

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

Lancaster County Planning Commission  
Lancaster County Govt. Center  
150 N. Queen Street, Suite 320  
Lancaster, PA 17603

Office of Small Business Advocate  
555 Walnut Street  
Forum Place, 1<sup>st</sup> Floor  
Harrisburg, PA 17101

West Donegal Township Board of Supervisors  
One Municipal Drive, Suite 101  
Elizabethtown, PA 17022  
Bureau of Investigation and Enforcement  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor West  
Harrisburg, PA 17105-3265

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

Dated: March 7, 2023



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Devin T. Ryan, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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IN THE MATTER OF THE APPLICATION OF :  
THE YORK WATER COMPANY, Under :  
Sections 1102(a)(1)-(3) of the Public Utility Code, :  
for (1) approval of the right to transfer certain :  
public wastewater facilities and rights from :  
Conewago Industrial Park Water & Sewer :  
Company to The York Water Company; (2) the : Docket No. A-2023-\_\_\_\_\_  
abandonment by Conewago Industrial Park Water : A-2023-\_\_\_\_\_  
& Sewer Company of wastewater service to the :  
public in its service territory in West Donegal :  
Township, Lancaster County; and (3) approval for :  
The York Water Company to begin to offer, :  
render, furnish or supply wastewater service to the :  
public in a portion of West Donegal Township, :  
Lancaster County, Pennsylvania :

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**TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

1. Name and Address of Applicant:

THE YORK WATER COMPANY  
130 East Market Street  
York, PA 17401-1219  
Alexandra Chiaruttini, General Counsel  
alexc@yorkwater.com

CONEWAGO INDUSTRIAL PARK WATER & SEWER COMPANY  
401 Lisburn Heights Drive  
Lewisberry, PA 17339-9556

2. Name and Address of Applicant's Attorneys:

Michael W. Hassell, Esq.  
Devin T. Ryan, Esq.  
Post & Schell, P.C.  
17 North Second Street – 12<sup>th</sup> Floor  
Harrisburg, PA 17101-1601  
mhassell@postschell.com

dryan@postchell.com  
*For The York Water Company*

Charis Mincavage, Esq.  
Meagan Truong, Esq.  
McNees, Wallace & Nurick, LLC  
100 Pine Street  
Harrisburg, PA 17101  
cmincavage@mcneeslaw.com  
mtruong@mcneeslaw.com  
*For the Conewago Industrial Park Water & Sewer Company*

3(a). The Parties:

**The York Water Company** (“York Water” or the “Company”) is a Class “A” public utility regulated by the Pennsylvania Public Utility Commission (“Commission”), organized under the laws of the Commonwealth of Pennsylvania, with a primary business address at 130 East Market Street, York, Pennsylvania 17401-1219.

**Conewago Industrial Park Water & Sewer Company** (“CIP” or “Seller”) is a Class “C” public utility (Non-Transient; Non-Community) certificated by the Commission to provide public wastewater service within its franchised territory in a portion of West Donegal Township, Lancaster County, Pennsylvania. CIP has a mailing address of 401 Lisburn Heights Drive, Lewisberry, PA 17339-9556. The Commission issued CIP a certificate of public convenience to provide wastewater service at Docket No. 230057.

CIP owns and operates a public wastewater system that consists of a wastewater collection system and a treatment facility serving approximately 1,600 persons at 32 industrial customer locations contained in an industrial park in West Donegal Township, Lancaster County, Pennsylvania.

3(b). Brief Corporate History and Purpose:

Under Special Act of the Assembly of February 8, 1816, York Water was incorporated under the laws of the Commonwealth of Pennsylvania on February 23, 1816, for the purpose of supplying water in the then Borough, now the City of York, York County, Pennsylvania. Over the last 200 years after incorporation, York Water has extended its franchised territory from time to time so as to include a number of Pennsylvania municipalities in which water service and wastewater service is now being rendered as more fully set forth in Paragraph 4 below and **Exhibit A** hereto.

York Water has amended its Corporate Charter a number of times by filing Articles of Amendment with the Pennsylvania Department of State. The Department of State has issued Certificates of Amendment to York Water on June 29, 1990<sup>1</sup>, February 28, 1994<sup>2</sup>, May 20, 1996, March 3, 1997<sup>3</sup>, May 1, 2000<sup>4</sup>, and September 11, 2006. The Company's Articles of Incorporation were amended on May 3, 2010, when York Water was initiating wastewater services.<sup>5</sup> The amended and restated Articles authorize the Company to provide wastewater service in the area that is the subject of this Application.

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

York Water now furnishes water service to the public in the majority of its franchised water territory and now furnishes wastewater service to portions of its franchised wastewater territory, as described more fully in Paragraph 4 below.

CIP currently provides water and wastewater service to the public in a portion of

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<sup>1</sup> Microfiche #9033866-903870

<sup>2</sup> Microfiche #09415.0349-0352

<sup>3</sup> Microfilm #09719.1725-1727

<sup>4</sup> Microfilm #200035.389-392

<sup>5</sup> Microfilm #8524-8528

West Donegal Township, Lancaster County, as herein after specified in Paragraph 5 below.

By this Joint Application, York Water seeks to acquire the Seller’s public wastewater collection system, treatment facility, and all ancillary facilities related thereto that are necessary to collect and treat wastewater and to provide reliable service to the current system customers (“Wastewater System Assets”). The Wastewater System Assets include a collection system, pump station, a wastewater treatment plant, an outfall (discharge), and all ancillary facilities related thereto necessary to provide wastewater collection and treatment services to the current system customers.

3(d). Amount of Stock and Bonds Issued by York Water:

York Water has 14,264,763 issued and outstanding shares of Common Stock as of June 30, 2022. York Water has in force and effect an Optional Dividend Reinvestment and Direct Stock Purchase and Sale Plan, an Employee Stock Purchase Plan, and a Long-Term Incentive Plan.

As of December 31, 2022, there are also the following outstanding Senior Notes, Industrial Development Authority Revenue Bonds, and Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Refunding Bonds:

3.00% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds Series A of 2019, due 2036 (Securities Certificate No. S-2019-3011066 of 2019)	10,500,000
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Variable Rate Exempt Facilities Revenue Refunding Bonds, Series 2008A, due 2029 (Securities Certificate No. S-00041015 of 2004)	12,000,000
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3.10% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Refunding Bonds, Series B of 2019, due 2038	
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(Securities Certificate No. S-2019-3011066 of 2019)	14,870,000
3.23% Senior Notes, due 2040 (Securities Certificate No. S-2019-3011035 of 2019)	15,000,000
4.00% - 4.50% York County Industrial Development Authority Exempt Facilities Revenue Bonds, Series 2015, due 2029 – 2045 (Securities Certificate No. S-2014-2405684 of 2014)	10,000,000
4.54% Senior Notes, due 2049 (Securities Certificate No. S-2018-3006371 of 2018)	20,000,000
3.24% Senior Notes, due 2050 (Securities Certificate No. S-2020-3020763 of 2020)	30,000,000

4. Location of Existing Service Area of York Water:

York Water is now furnishing water service to the public in the majority of its franchised territory, which contains all or portions of over 50 municipalities (**Exhibit A**) in southcentral Pennsylvania. In addition, York Water currently provides wastewater service to the

public in portions of six municipalities in York County, a portion of one township in Adams County, and portions of three townships in Franklin County (**Exhibit B**).<sup>6</sup>

The water community served has an estimated population of approximately 208,000 as of December 31, 2022, with water furnished to 70,872 customers as of December 31, 2022. Of these, there were 4,458 commercial customers, 297 industrial customers, 64,443 residential customers, and 1,674 public, bulk, and private fire protection customers. The wastewater community served has an estimated population of approximately 15,000 as of December 31, 2022, with wastewater service furnished to 5,859 customers as of December 31, 2022.

5. York Water's Proposed Acquisition and Expansion of Service Territory:

York Water respectfully requests that the Commission: (a) approve York Water's acquisition of the Seller's Wastewater System Assets pursuant to Section 1102(a)(3) of the Public Utility Code; and (2) authorize York Water to begin to offer, render, furnish, and supply wastewater service to the public in the requested wastewater service territory, including certain portions of West Donegal Township, Lancaster County, Pennsylvania ("Requested Territory"), as shown as the area depicted on the map attached hereto as **Exhibit B-1** (Requested Wastewater Territory Map), pursuant to Section 1102(a)(1) of the Public Utility Code. The requested wastewater service territory is described fully with the property's metes and bounds. *See, Exhibit C* (Metes and Bounds). York Water notes that it has a request pending before the Commission to purchase the CIP Water System Assets (see Docket Nos. A-2022-3036579 and A-2022-3036582), which territory and customer list are identical to that requested herein.

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<sup>6</sup> All such water and wastewater service rendered to the public has been approved by virtue of the authority granted initially in York Water's Charter by Special Act of Assembly of February 8, 1816, and at various times subsequently by Certificates of Public Convenience duly granted by the Pennsylvania Public Service Commission and by the Commission under The Public Service Company Law, Public Utility Law and/or Public Utility Code of Pennsylvania.

CIP currently serves thirty-two (32) industrial wastewater customers daily, treating an average of 1,475,000 gallons per month of wastewater in West Donegal Township pursuant to its Commission-approved tariff. *See, Exhibit D* (Conewago Industrial Park Tariff). The owner of CIP has decided to retire and leave the public wastewater business and determined that it is in the best interests of CIP's customers to sell to another public utility.

Specifically, York Water has entered into an Agreement of Sale dated April 28, 2022, to purchase CIP's Wastewater System Assets. A copy of the Agreement of Sale is attached hereto as **Exhibit E** (Agreement of Sale - **CONFIDENTIAL**). The Agreement of Sale more specifically describes the Wastewater System Assets such as CIP's existing wastewater collection and treatment system in West Donegal Township, Lancaster County, Pennsylvania that York Water will acquire. York Water is also acquiring all of the permits associated with the wastewater system from the Seller.

6. CIP's Proposed Abandonment of Service

Following consummation of the acquisition, CIP will cease providing public wastewater service in Pennsylvania. Accordingly, as part of this Joint Application, CIP hereby and concurrently requests approval to abandon its right and obligation to provide wastewater service in a portion of West Donegal Township, which is currently CIP's certificated wastewater service territory, pursuant to Section 1102(a)(2) of the Public Utility Code.

7. Additional Capital Requirements:

York Water's capital requirements for the acquisition consist of the purchase price of Four-Hundred and Eighty-Seven Thousand Dollars (\$487,000.00) for the Seller's water and

wastewater systems.<sup>7</sup> A portion of this payment is allocated to the Wastewater System Assets (\$100,000) a portion to the Water System Assets (\$300,000) and a portion is allocated to real estate where both systems exist (\$75,000), which would be allocated 50% to the wastewater system. *See, Schedule 3.3* to the Purchase Agreement, **Exhibit E (CONFIDENTIAL)**.<sup>8</sup> Therefore, the Wastewater System Assets and associated real estate are being purchased for \$137,500. CIP's wastewater division is more fully described in the journal entries set forth in Paragraph 8 below.

There have been no contributions toward the construction of the Seller's wastewater system, and Seller has no outstanding PENNVEST loans on the wastewater system. The purchase price is based on arm's length negotiations as agreed upon in the Agreement of Sale attached as **Exhibit E** (Agreement of Sale - **CONFIDENTIAL**).

Further, York Water will pay CIP an additional sum of Twenty-Five Thousand Dollars (\$25,000.00) toward partial reimbursement of Seller's closing costs including legal fees. Such Closing Cost Payment shall be made to CIP in two installments, as follows: (a) York Water shall pay Ten-Thousand Dollars (\$10,000.00) to CIP upon execution of the Agreement; and (b) York Water shall pay Fifteen-Thousand Dollars (\$15,000.00) to CIP at Closing. The \$25,000.00 payment does not count toward the purchase price of \$487,000.00. Any costs will be provided by York Water's internally generated funds, proceeds from the issuance of common stock under York Water's dividend reinvestment and direct stock purchase and employee stock purchase plans, and, if necessary, borrowings against York Water's lines of credit.

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<sup>7</sup> As noted previously, York Water and CIP have a pending Joint Application at Docket Nos. A-2022-3036579 and A-2022-3036582, in which the parties request, among other things, Commission approval of York Water's acquisition of CIP's Water System Assets.

<sup>8</sup> On the wastewater system, there is a valve that was required to be purchased post execution of the Agreement of Sale. York Water agreed to pay for that valve at the time of closing. That difference of \$12,000 is reflected in the overall purchase price set forth in this paragraph. This final purchase price will be reflected in the transaction documents at closing.

8. Plant in Service and Plant to be Acquired:

York Water's Financial Statements for 2021 are attached hereto as **Exhibits F, G, and H**. **Exhibit F** (Plant in Service) is a summary, by major plant category, of used and useful plant in service of York Water as of December 31, 2021. **Exhibit G** (Balance Sheet) is a balance sheet of York Water as of December 31, 2021, which provides the capitalization of the Company. **Exhibit H** (Income Statement) is the income statement of York Water as of December 31, 2021.<sup>9</sup>

York Water will acquire the Seller's Wastewater System Assets as defined in the Agreement of Sale (**Exhibit E – CONFIDENTIAL, see Schedule 2.2**), all of which are located in the Requested Territory and all of which are currently in service. The major system assets consist of a collection system, wastewater treatment plant, and discharge. Additionally, York Water will acquire the utility easements, rights-of-way, and real property assets related to the Seller's Wastewater System Assets.

York Water will perform an original cost study for the purchase of the Wastewater System Assets. A more detailed listing and description of assets will be provided when the original cost study is completed.

The provisional journal entries for booking the purchase of CIP's Wastewater System Assets are shown in the tables below. The numbers in journal entry 2, including the amount of any acquisition adjustment, are approximate and cannot be confirmed until the final original cost study has been completed. The Utility Plant in Service amounts were obtained from the Seller's 2020 Audited Financial Statements and were projected to current date, in accordance with generally accepted accounting principles.

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<sup>9</sup> York Water will file an updated 2022 Exhibit F (Plant in Service), G (Balance Sheet), and H (Income Statement) within the next ten (10) business days, as the Company recently closed the prior year.

1. Record Purchase of System

Account No.	Account Description	Debit	Credit
105	Construction Work in Process	\$432,000	
131	Cash		\$432,000

2. Close Project to Utility Plant

Account No.	Account Description	Debit	Credit
101	Utility Plant in Service	\$873,235	
108	Accumulated Depreciation (Assets net of Depreciation)		\$0
114	Utility Plant Acquisition Adj.		\$441,235
105	Construction Work in Process (Purchase price + other acquisition costs)		\$432,000

3. Record Other Project Costs

Account No.	Account Description	Debit	Credit
105	Construction Work in Process	\$60,000	
224	Line of Credit Borrowings (SCADA)		\$60,000

4. Close Projects to Utility Plant

Account No.	Account Description	Debit	Credit
101	Utility Plant in Service	\$60,000	
105	Construction Work in Process (SCADA)		\$60,000

9. Map of Service Area and Location of Facilities to Be Acquired:

Attached as **Exhibits B-1 and C** are a map (**Exhibit B-1**) and metes and bounds (**Exhibit C**) of CIP's existing wastewater service territory, which includes the general location of the infrastructure facilities currently owned by CIP, as described in Paragraph 8, above. York Water's proposed additional service territory is the same as Seller's current service area.

The Lancaster County Planning Commission and West Donegal Township are in agreement regarding the proposed territory. *See, Exhibits L and K, respectively.*

10. Future Capacity:

CIP's wastewater collection and treatment system currently serves all industrial customers within a private industrial park. York Water expects to be able to meet projected requirements through the year 2036. York Water's long-range plans will consider various collection, treatment, and system maintenance to ensure the wastewater system is able to meet future requirements. There are currently no known developers or landowners proposing additional demand in CIP's existing service territory or adjacent thereto. However, future requests for public wastewater service in this service territory and/or on adjacent land will be considered in accordance with the Company's tariff and line extension rules.

11. Rates for Service:

York Water proposes to charge its industrial customers in the Conewago Industrial Park the same rates that are currently being charged by CIP for wastewater service. However, as CIP bills customers on a quarterly basis, York Water has converted CIP's existing wastewater rates from quarterly rates to monthly rates. As such, York Water proposes a rate of \$13.89 per 1,000 gallons, subject to a minimum charge of \$58.33 (*i.e.*, CIP's quarterly minimum charge of \$175.00 divided by three). Furthermore, as part of standardizing its wastewater tariff, York Water proposes to incorporate Part III, Sections A, B, C, D, E, and L from its Shrewsbury and Springfield Township division's wastewater tariff provisions. The incorporation of those tariff provisions will have no rate impact on CIP's existing wastewater customers. Attached as **Exhibit I** is York Water's proposed *pro forma* tariff supplement setting forth the proposed monthly rates and other provisions.

A calculation of the estimated annual revenue and expense figures for the proposed, additional customers is attached as **Exhibit J** (Estimated Revenue & Expenses).<sup>10</sup> As noted previously, the current rates for CIP's customers have been in effect since October 2015 and were set at \$13.89 per thousand gallons, subject to a minimum charge of \$175.00 per quarter. *See, Exhibit D* (CIP Wastewater Tariff).

12. Profit and Loss Statement:

Attached as **Exhibit H** is York Water's Statement of Income for the twelve (12) months ended December 31, 2021.

13. Compliance with DEP Requirements:

York Water is in good standing with the Department of Environmental Protection ("DEP") and in general compliance with DEP wastewater regulatory requirements related to the provision of public wastewater service. York Water has been in contact with the DEP and conducted a compliance review to evaluate CIP's compliance record and current compliance status. York Water is not aware of any compliance violations with the system, and believes, based upon York Water's review of records and the system, that CIP has been a good, responsible operator. Seller affirms that there are no Notices of Violation or inspection report violations pending against it related to the Wastewater System Assets.

All required county and local government consistency letters and actions are attached hereto as:

**Exhibit K** West Donegal Township Consistency Letter

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<sup>10</sup> York Water also proposes to adopt CIP's existing service termination or resumption charges and its pretreatment program charges. The Company notes that its annual revenue projection does not include any revenues from service termination or resumption charges or pretreatment program charges, as any such revenues are dependent on customer actions that would trigger such charges.

**Exhibit L** Lancaster County Consistency Letter

Subject to Commission approval of York Water's application for the CIP territory and wastewater system, Mr. Grover E. Buracker, employee of York Water, will be the Certified Wastewater Operator for the CIP Wastewater System. Mr. Buracker's current Wastewater System Operator License is attached hereto as **Exhibit M** (Operator License).

A Permit Transfer Application for any Public Wastewater Permit(s), if any are held by CIP, will be submitted upon Closing.

14. No Competitive Condition:

This is a certificated entity to certificated entity asset and operations transfer within the Requested Territory. Other than CIP, which is selling the Wastewater System Assets, no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish similar service to that to be rendered by York Water in the Requested Territory. No other entities are providing wastewater services within one mile of the Requested Territory. Thus, no competitive condition will be created by the proposed acquisition.

15. Facilities for Furnishing Service:

York Water will use the Wastewater System Assets acquired from Sellers to furnish wastewater service to the customers currently served by Seller. The wastewater treatment plant is designed to treat 0.15 MGD and provides wastewater collection and treatment service to approximately 32 accounts through 32 active connections.

York Water will operate and manage the wastewater system as a standalone collection and treatment system from its office in York, Pennsylvania. The wastewater system is approximately 25 driving miles from York Water's nearest wastewater collection or treatment system. York Water has an existing operational presence and wastewater professionals in Adams,

Franklin, and York Counties. York Water’s acquisition of the CIP Water and Wastewater Systems would be York Water’s first acquisition and presence in Lancaster County, Pennsylvania. The Wastewater System acquisition will be incorporated into York Water’s existing wastewater operations through connection to the Company’s Supervisory Control and Data Acquisition (“SCADA”) system.

<b>York Water Facilities</b>	<b>Location</b>	<b>Distance</b>
Asbury Pointe Sewer	York County	7.3 miles (crow flies)
York Water System	York County	25 miles (driving)
Wrightsville Water Main	York County	17.7 mi (crow flies)

York Water is not anticipating any physical, operational, or managerial changes of York Water’s operations as a result of the acquisition.

York Water plans to invest initially in evaluating inflow and infiltration (I&I) of installed wastewater mains and services and connectivity with the Company’s master SCADA system. Future improvements will be evaluated and planned for treatment and collection assets as needed.

16. Approval’s Necessity and Propriety:

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

- (a) Seller is not interested in continuing to provide wastewater service as Seller seeks to retire from the wastewater service business. The provision of utility service is not the primary business nor function of the Seller. Seller responsibly operated and maintained the Wastewater System Assets as a support facility for the industrial park which Seller developed;

(b) York Water will bring significant experience, professional staff and operators, customer service support, and other customer and facilities resources to the Seller's wastewater system in order to best serve customers and continue to maintain compliance with both existing and proposed regulatory requirements; and


(c) The Commission encourages utilities, such as York Water, to acquire wastewater systems such as the Wastewater System Assets owned by CIP. *See*, 52 Pa. Code § 69.721.

17. Notification to Customers:

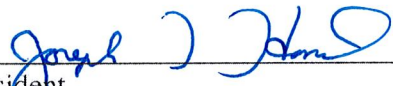
Prior to the filing of this Joint Application, York Water notified the Seller's wastewater customers of the filing of this Joint Application, the Company's proposed rates, and York Water's intent to modify Seller's existing rates to monthly rates for wastewater service. A copy of the notice sent to customers describing the filing and the anticipated effect on rates are attached hereto as **Exhibit N** (Notice to Customers).

WHEREFORE, York Water and Seller respectfully request that the Pennsylvania Public Utility Commission issue Certificates of Public Convenience under the provisions of Sections 1102(a)(1), 1102(a)(2), and 1102(a)(3) of the Public Utility Code evidencing the Commission's approval for: (1) York Water to acquire Conewago Industrial Park Water & Sewer Company's Wastewater System Assets; (2) York Water to expand its wastewater service territory to cover the current Conewago Industrial Park Water & Sewer Company's certificated wastewater service territory in a portion of West Donegal Township, Lancaster County; and (3) Conewago Industrial Park Water & Sewer Company to abandon its right and obligation to provide wastewater service.


ATTEST:

  
Assistant Secretary

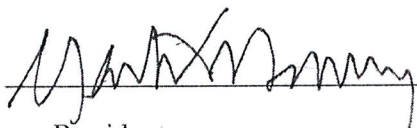
**THE YORK WATER COMPANY**

By   
President

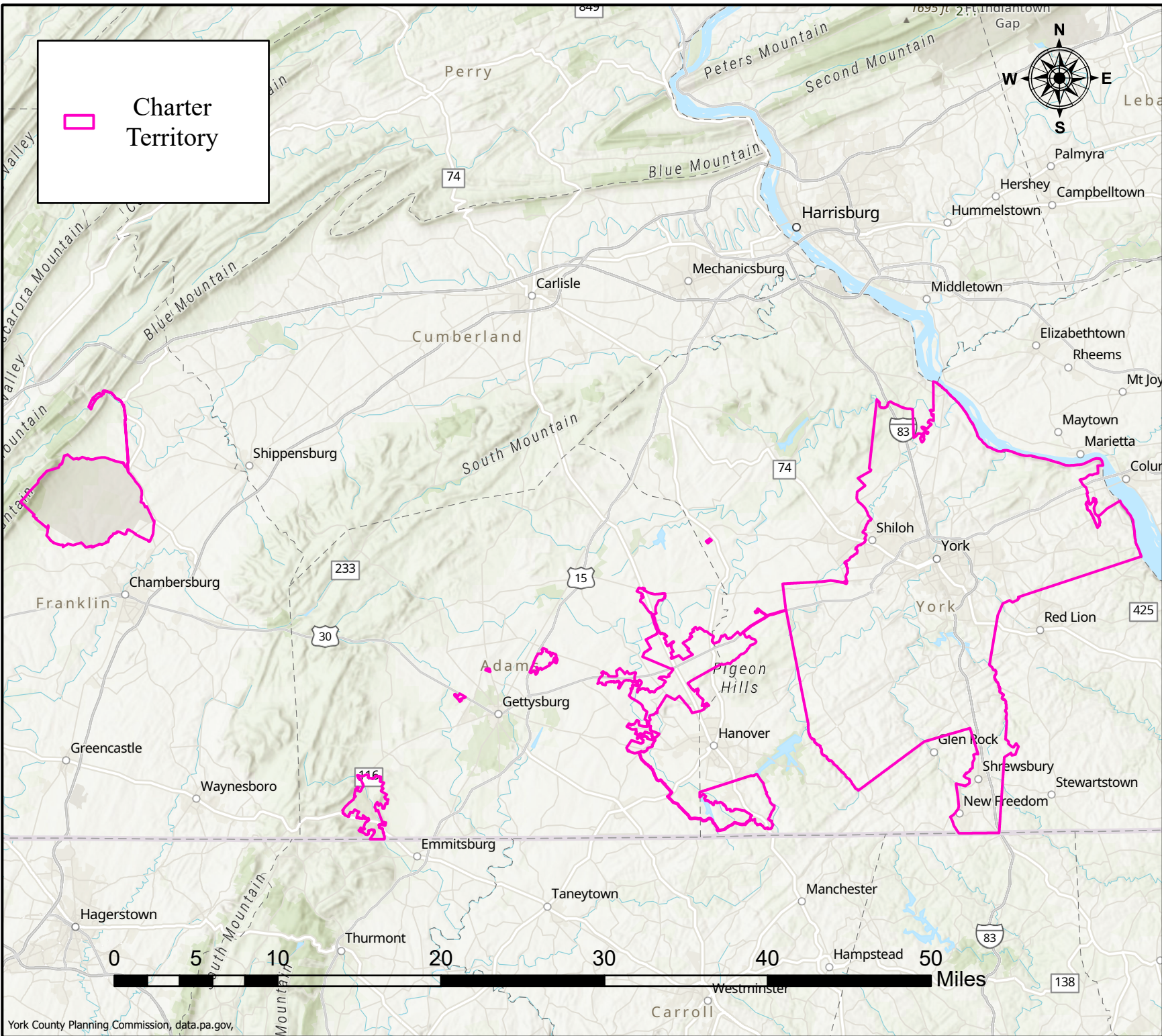
ATTEST:

  
Assistant Secretary

**CONEWAGO INDUSTRIAL PARK  
WATER AND SEWER COMPANY**

By   
President

# **Exhibit A**



**Title:**

**The York Water Company**

130 E. MARKET STREET, YORK, PA 17401

(717) 845-3601

**Chartered Territory of The York Water Company**

**Scale:**

1:500,000

**Date:**

September 7th, 2022

**Drawn By:**

Jason Heitmann

**Checked By:**

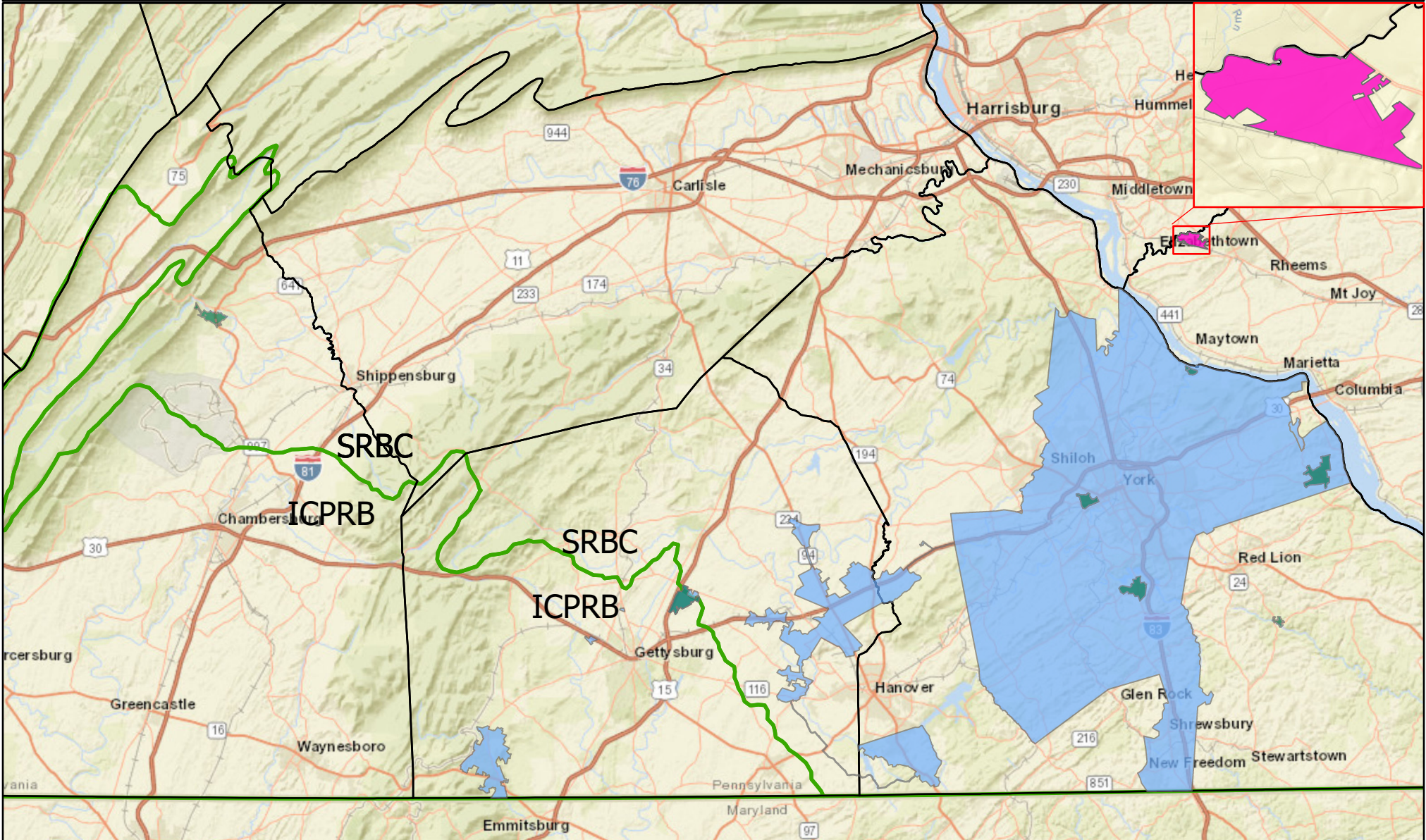
Andrew Prosser

# **Exhibit B**



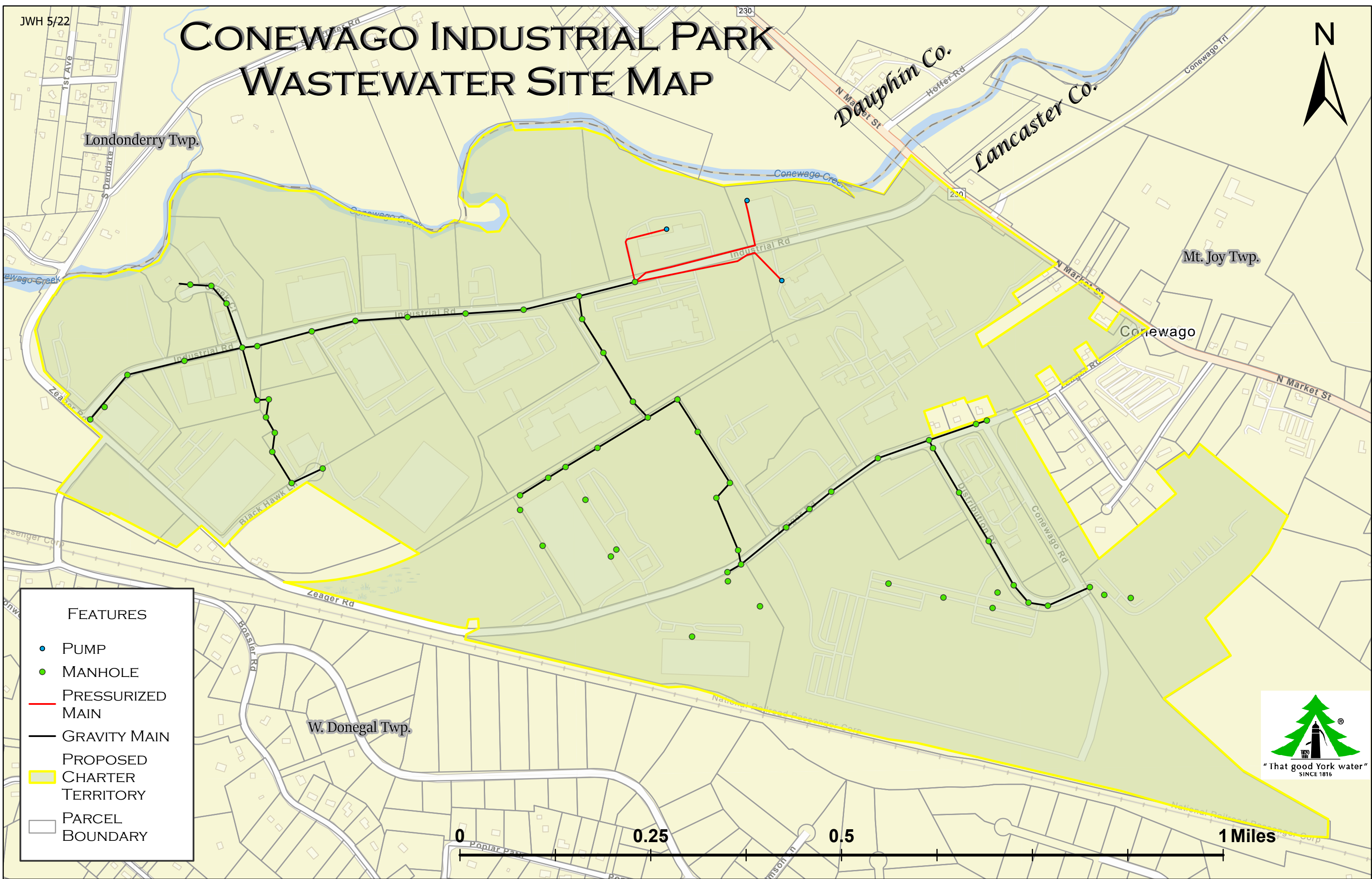
# The York Water Company - Existing Service Territory

-  *Proposed Charter Territory*
-  *YWC Wastewater Service Territory*
-  *YWC Water Service Territory*
-  *Pennsylvania County Boundary*
-  *Pennsylvania River Basins*



# **Exhibit B-1**

# CONEWAGO INDUSTRIAL PARK WASTEWATER SITE MAP



**FEATURES**

- PUMP
- MANHOLE
- PRESSURIZED MAIN
- GRAVITY MAIN
- PROPOSED CHARTER TERRITORY
- PARCEL BOUNDARY



# Exhibit C

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

ENCOMPASSING approximately 546.34 acres of land located in Lancaster County, Pennsylvania, the Conewago Industrial Park Certificated Territory is described by metes and bounds as follows:

From the National Geodetic Survey Marker designated as V 168, PID – KW1287, said Monument being located at NAD 83 (1986) Position: 40°09'40.0" (N), 76°40'48.5" (W), proceeding S 81-39-0 E, 4,455.11' to Point A, and thence along the following segments:

1. N 40-1-20 E, 488.30'
2. N 48-20-11 W, 366.36'
3. N 41-39-49 E, 65.00'
4. N 48-20-11 W, 158.40'
5. N 42-2-20 W, 77.16'
  
6. N 12-35-5 W, 288.87'
7. N 19-51-46 E, 98.60'
8. N 32-3-49 E, 175.00'
9. S 57-56-1 E, 5.00'
10. N 32-3-49 E, 109.00'
  
11. N 38-12-39 E, 10.00'
12. N 32-3-49 E, 9.69'
13. N 74-38-14 E, 118.89'
14. S 87-21-46 E, 170.00'
15. N 73-18-14 E, 170.00'
  
16. S 81-51-46 E, 75.00'
17. N 61-8-14 E, 155.00'
18. N 29-8-14 E, 140.00'
19. N 1-38-14 E, 282.00'
20. N 29-38-14 E, 150.00'
  
21. N 54-28-14 E, 100.00'
22. N 88-58-14 E, 175.00'
23. S 81-21-46 E, 205.00'
24. S 74-11-46 E, 300.00'
25. S 87-21-46 E, 185.00'
  
26. S 61-1-46 E, 250.00'
27. S 74-51-46 E, 210.00'
28. S 83-31-46 E, 225.00'
29. S 61-6-46 E, 175.00'

30. N 77-8-14 E, 70.00'
31. N 52-28-14 E, 120.00'
32. S 76-1-46 E, 175.00'
33. S 53-21-46 E, 70.00'
34. N 85-38-14 E, 85.00'
35. N 32-8-14 E, 125.00'
  
36. N 12-21-46 W, 85.00'
37. N 45-51-46 W, 95.00'
38. S 55-27-38 W, 145.56'
39. N 89-51-46 W, 70.00'
40. N 43-11-46 W, 100.00'
  
41. N 13-38-14 E, 330.00'
42. N 42-8-14 E, 130.00'
43. N 58-8-14 E, 140.00'
44. N 79-29-28 E, 84.18'
45. S 21-7-7 E, 56.50'
  
46. N 88-14-29 E, 463.58'
47. S 72-33-46 E, 171.60'
48. S 54-38-53 E, 299.50'
49. S 65-57-4 E, 147.30'
50. S 75-33-46 E, 450.45'
  
51. N 84-21-14 E, 359.72'
52. N 86-2-44 E, 146.10'
53. S 82-9-46 E, 239.15'
54. S 60-5-35 E, 186.68'
55. N 41-33-24 W, 155.39'
  
56. S 72-41-36 E, 325.00'
57. N 34-58-44 E, 331.21'
58. S 46-44-38 E, 92.28'
59. S 50-35-46 E, 320.00'
60. S 55-6-46 E, 120.00'
  
61. S 54-56-23 E, 724.43'
62. S 56-8-54 W, 366.14'
63. S 36-10-56 E, 91.78'
64. S 56-8-54 W, 372.08'
65. S 25-36-46 E, 103.55'
66. N 56-8-54 E, 824.21'

- 67. S 55-9-6 E, 190.74'
- 68. S 34-50-54 W, 180.40'
- 69. S 55-9-6 E, 150.00'
- 70. N 34-50-54 E, 180.40'
  
- 71. S 55-9-6 E, 227.64'
- 72. S 56-14-54 W, 412.32'
- 73. N 33-33-6 W, 161.80'
- 74. S 56-26-54 W, 100.00'
- 75. S 33-33-6 E, 162.10'
  
- 76. S 56-14-54 W, 200.11'
- 77. N 33-47-6 W, 161.10'
- 78. S 56-12-54 W, 120.00'
- 79. S 33-47-6 E, 162.10'
- 80. S 56-14-54 W, 21.76'
  
- 81. S 65-47-54 W, 248.56'

to Point B, and thence along the following segments:

- 82. S 30-7-46 E, 1,182.36'
- 83. N 49-32-14 E, 698.44'
- 84. N 40-27-46 W, 200.84'
- 85. N 55-28-44 E, 231.20'
  
- 86. S 41-41-46 E, 46.20'
- 87. N 36-42-14 E, 120.42'
- 88. S 50-47-41 E, 789.58'
- 89. S 27-58-14 W, 294.98'
- 90. S 39-15-14 W, 194.70'
  
- 91. S 46-20-14 W, 162.10'
- 92. S 34-12-46 E, 312.49'
- 93. S 57-14-14 W, 550.30'
- 94. S 47-42-16 E, 739.60'
- 95. S 60-17-46 E, 680.06'
  
- 96. S 1-33-14 W, 125.20'
- 97. N 86-53-20 W, 186.87'
- 98. N 76-45-36 W, 917.00'
- 99. N 73-59-24 W, 361.70'
- 100. N 76-45-36 W, 1,454.20'

- 101. N 82-39-28 W, 196.10'
- 102. N 76-45-36 W, 1,085.70'
- 103. N 66-49-46 W, 172.62'
- 104. N 74-3-46 W, 110.11'
- 105. N 79-41-46 W, 101.25'
  
- 106. S 86-42-14 W, 104.40'
- 107. N 76-43-54 W, 1,443.85'
- 108. N 13-16-5 E, 35.10'
- 109. N 63-17-56 E, 96.28'
- 110. N 3-52-9 W, 66.42'
  
- 111. S 85-43-26 W, 66.37'
- 112. S 13-16-5 W, 62.21'
- 113. N 83-47-43 W, 16.25'

Thence on a curve to the right (C1) having a radius of 560.00', an arc length of 70.42', and a chord bearing of N 80-11-34 W, 70.37' to a point of tangent, and thence along the following segments:

- 114. N 76-35-24 W, 168.38'
- 115. N 75-17-25 W, 1,049.10'
  
- 116. S 88-37-38 E, 40.00'

Thence on a curve to the left (C2) having a radius of 1,915.00', an arc length of 926.30', and a chord bearing of N 77-30-56 E, 917.30' to a point of tangent, and thence along the following segments:

- 117. N 57-32-19 W, 919.43'
- 118. S 56-21-51 W, 426.03'

Thence on a curve to the left (C3) having a radius of 615.00', an arc length of 152.07', and a chord bearing of S49-16-51 W, 151.68' to a point of tangent, and thence along the following segments:

- 119. S 42-11-50 W, 148.90'
- 120. N 47-48-10 W, 214.54'
  
- 121. S 49-20-50 W, 227.35'
- 122. N 62-33-10 W, 517.32'
- 123. S 27-26-50 W, 18.00'
- 124. N 67-1-10 W, 132.00'
- 125. N 64-19-28 W, 267.59'

to Point A, the point and place of beginning.

Thence from Point B, proceeding S 79-8-48 W, 119.97' to Point C, and thence along the following segments:

- 126. S 71-21-49 W, 465.20'
- 127. N 18-38-11 W, 182.00'
- 128. N 71-21-49 E, 295.03'
- 129. S 24-59-46 E, 37.09'
- 130. N 71-45-14 E, 150.00'
  
- 131. S 24-59-46 E, 145.01'

to Point C.

# Exhibit D



LIST OF CHANGES MADE BY THIS SUPPLEMENT

Supplement No. 13 makes the following changes:

- Adds language regarding installation and maintenance of a meter for measuring wastewater flow;
- Adds the definition of "Garbage";
- Adds language regarding Tariff and Industrial Wastewater Discharge Permit violations;
- Changes the maximum wastewater pH discharged to the sewer system to 9.0; and
- Adds a new section regarding "Garbage Grinders."

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*Part I*  
SCHEDULE OF RATES AND CHARGES

Customers will be charged at the rate of \$13.89/1000 gallons; subject to a minimum charge of \$175.00 per calendar quarter, said minimum to be prorated in the case of billing periods of less than three months which occur on account of the date of beginning or the date of discontinuation of service to a Customer.

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1. SERVICE TERMINATION OR RESUMPTION CHARGES

The charge for turning-on water service of an existing Customer occurring as a consequence of any violation of the Company's Rates, Rules and Regulations shall be \$60. The charge for turning-off water service of an existing customer occurring as a consequence of any violation of the Company's Rates, Rules and Regulations shall be \$60.

*Part I*

2. SCHEDULE OF PRETREATMENT PROGRAM CHARGES

To provide for the payment of charges to the Company from applicants for service and Customers to compensate for the cost of implementing, administering, and enforcing the pretreatment program established herein, and to recover costs for sampling and monitoring expenses, for damages to the operation of the treatment facility, for reasonable engineering and attorney's fees, and other expenses associated with enforcement actions and activities; charges for investigating accidental discharge impacts, plan reviews and construction inspection; and the cost of any actual damages incurred by the Company, as follows:

1. <u>Application for Service</u> : Each new Customer or new wastewater source will be assessed a charge for the review of the Application for Service required by <i>Part III</i> , Section 1 of these Rates, Rules and Regulations.	\$200	
2. <u>Wastewater Survey</u> : Each Customer will be assessed a charge for the review of the Wastewater Survey required by <i>Part III</i> , Section 13.E. of these Rates, Rules and Regulations.	\$300	(C) (C)
3. <u>Industrial Wastewater Discharge Permit Application or Permit Modification Application</u> : Each Customer determined to be a Significant Industrial User will be assessed a charge for the review of these Industrial Wastewater Discharge Permit applications and for a site inspection as required by <i>Part III</i> , Section 14 of these Rates, Rules and Regulations.	\$800	
4. <u>Industrial Wastewater Discharge Permit</u> : Each Customer required to submit an Industrial Wastewater Discharge Permit Application will be assessed a charge for the preparation of the Industrial Wastewater Discharge Permit that is specific to that Customer, which may include, but is not limited to Best Management Practices, pretreatment, waste minimization and spill control requirements, Local Limits, and other conditions as required by <i>Part III</i> , Sections 13 and 14 of these Rates, Rules and Regulations.	At cost	
5. <u>Industrial Wastewater Discharge Permit Application for Renewal or Transfer</u> : Each Customer will be assessed a charge for the review of the application if no changes are noted.	\$250	
6. <u>Facilities for Pretreatment, Accidental Discharge/Slug Control and/or Monitoring</u> : Customers required to provide facilities for wastewater pretreatment and/or accidental/slug discharge or monitoring will be assessed a charge for the Company to review the plans and operating procedures required by <i>Part III</i> , Section 13 of these Rates, Rules and Regulations.	\$800	
7. <u>Monitoring Reports</u> : Customers will be assessed a charge for the Company to review each of the reports submitted as required by <i>Part III</i> , Section 13 of these Rates, Rules and Regulations.	\$200 per report	

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*Part I*

8. <u>Facility Inspections</u> : Customers that require inspections by the Company for permitting, monitoring, and compliance/noncompliance purposes will be assessed a charge for these services.	\$250 per visit
9. <u>Sampling and Analysis</u> : Customers whose discharge requires the Company to perform or to arrange for compliance monitoring will be assessed a charge for each sampling event and laboratory analysis. This charge may include sampler rental and set-up, sample pick-up or delivery and lab report charges.	At cost
10. <u>Noncompliance Repair or Maintenance</u> : Customers causing any violation of these Rates, Rules and Regulations that results in needed repairs or maintenance to the Company's Sewer System will be assessed a charge to reimburse the Company for its expenses. This charge may include, but is not limited to, charges from haulers, cleaning crews, contractors, plumbers, excavations, and vacuum sewer services.	At cost

*Part II*  
DEFINITIONS

1. ACT: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended (33 U.S.C. §1251 et seq.).
2. AUTHORIZED REPRESENTATIVE OF THE CUSTOMER:
  - A. If the Customer is a corporation, the authorized representative shall be:
    - (1) The president, vice-president, secretary or treasurer of the corporation in charge of a principal business function, or any person who performs similar policy or decision-making functions for the corporation; or
    - (2) The manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit duty of making capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the management in accordance with corporate procedures.
  - B. If the Customer is a partnership or a sole proprietorship, an authorized representative shall mean a general partner or proprietor, respectively.
  - C. If the Customer is a Federal, State or Local governmental facility, the authorized representative shall mean a ranking elected official or principal executive official having responsibility for the overall operation and performance of the activities of the principal geographic unit of the government agency.
  - D. The individuals described above may designate another authorized representative if:
    - (1) The authorization is made in writing by the individual described above;
    - (2) The authorization specifies either the individual or a position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the industrial facility; and
    - (3) The written authorization is submitted to the Company.

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*Part II*

3. BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollutants and to implement the prohibitions listed in *Part III*, Section 12 of these Rates, Rules and Regulations. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
4. BIOCHEMICAL OXYGEN DEMAND (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees Centigrade (20°C), expressed in terms of weight, pounds per day (lbs/day), and concentration, milligrams per Liter (mg/L).
5. COMMISSION: The Pennsylvania Public Utility Commission.
6. COMPANY: The Conewago Industrial Park Water and Sewer Company, Inc., which owns and operates the water and wastewater systems at the Conewago Industrial Park in West Donegal Township, Lancaster County, Pennsylvania.
7. COOLING WATER: The water discharged from any use, such as air conditioning, cooling or refrigeration, to which the only pollutant added is heat.
8. CUSTOMER: The party contracting for service who contributes, causes or allows the discharge of wastewater into the Company's Sewer System, who is also the party responsible for conformance to the Rates, Rules and Regulations, regardless of whether the Customer is the owner and occupant of the served facility, the owner of the served facility but not an occupant or a tenant in the served facility. No residential Customers will be served.
9. DOMESTIC WASTEWATER: Human excrement and gray water (showers, dishwashers, washing machines, water softeners, etc.) from institutions, commercial or industrial establishments, but excluding industrial wastewater.
10. FATS, OILS AND GREASES (FOG): Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules, such as rendered animal fat, vegetable shortening and such other oily material used for the purposes of and resulting from cooking, preparing and/or manufacturing food, and is distinct from petroleum or mineral oils.
11. FEDERAL CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. §1317), which applies to a specific category of Industrial Users and which appears in 40 CFR Chapter I, Subchapter N, §§405-471.
12. GARBAGE: The solid wastes from the cooking and dispensing of food, and from the handling and storage of produce.

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*Part II*

13. GREASE INTERCEPTOR: A device located underground and outside an establishment designed to collect, contain or remove food or FOG waste from the wastestream while allowing the wastewater to discharge to the Sewer System by gravity. (C)  
(C)
14. GREASE TRAP: A device located inside an establishment or under a sink designed to collect, contain or remove food or FOG waste from the wastestream while allowing the wastewater to discharge to the Sewer System by gravity. (C)
15. HAULED WASTE: Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks. (C)
16. INDUSTRIAL PRETREATMENT PROGRAM: A program administered by the Company pursuant to these Rates, Rules and Regulations controlling the discharge of industrial wastewater to the Company's wastewater facilities. (C)
17. INDUSTRIAL USER (IU): A Customer whose wastestream discharge is a source or potential source of Industrial Wastewater. (C)
18. INDUSTRIAL WASTEWATER: Any liquid, gaseous or waterborne waste or pollutant discharged into the Company's Sewer System other than Domestic Wastewater, but including Hauled Waste discharged into the Sewer System. (C)
19. INFILTRATION: Water entering the Sewer System (including building drains, Laterals and pump stations) from the ground through such means as defective pipes, pipe joints, connections, and manhole walls and joints. (C)
20. INFLOW: Water other than domestic or industrial wastewater that enters the Sewer System, including building drains, Laterals and pump stations, from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters, or drainage. (C)
21. INTERFERENCE: A discharge which, alone or in conjunction with a discharge or discharges from other sources, causes the inhibition or disruption of the Company's Sewer System, its treatment processes or operations, or its sludge processes, use or disposal, and therefore is a cause of a violation of any requirement of the Company's NPDES Permit or of the prevention of wastewater sludge use or disposal by the Company in accordance with any applicable statutory/regulatory provisions or permits issued thereunder. (C)
22. LATERAL: That part of the sewer line from the outer wall of the building being served to the sewer main, including the connection at the main. (C)

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*Part II*

- 23. LOCAL LIMIT: Specific discharge limits developed and enforced by the Company upon Customers to implement the discharge prohibitions listed in *Part III*, Section 12 of these Rates, Rules and Regulations. (C)  
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(C)
- 24. MEDICAL WASTE: Isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes. (C)
- 25. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT: A Permit issued to control the discharge of pollutants from point sources into the navigable waters, the contiguous zone and the oceans pursuant to Section 402 of the Act (33 U.S.C. §1342). Conewago Industrial Park Water and Sewer Company has been issued NPDES Permit No. PA 0080055 and, as such, must meet particular requirements contained therein. (C)
- 26. NONCONTACT COOLING WATER: Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product. (C)
- 27. PASS-THROUGH: A discharge that exits the Company wastewater treatment facilities into waters of the Commonwealth in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Company's NPDES Permit, including an increase in the magnitude or duration of a violation. (C)
- 28. pH: The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per Liter of solution and indicates the degree of acidity or alkalinity of a substance. (C)
- 29. POLLUTANT: Any dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, industrial wastewater, garbage, wastewater sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal and agricultural wastes, and certain characteristics of wastewater (e.g., Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), Total Phosphorus (TP), Nitrogen Compounds (TN, TON, TKN, NH<sub>3</sub>-N, NO<sub>2</sub>, NO<sub>3</sub>), Color, Odor, pH, Temperature, Total Suspended Solids (TSS), Toxicity or Turbidity). (C)
- 30. PRETREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, discharging or otherwise introducing such pollutants into a Sewer System. This reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means, except as prohibited by 40 CFR §403.6(d), which prohibits dilution as a substitute for treatment. (C)
- 31. PRETREATMENT REQUIREMENTS: Any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, imposed upon a Customer. (C)

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(C) Indicates Change

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*Part II*

- (C)
32. PRETREATMENT STANDARDS: Prohibited discharge standards, Federal Categorical Pretreatment Standards and Local Limits. (C)
33. SEWER SYSTEM or WASTEWATER FACILITIES: All facilities, equipment and property owned by the Company, including but not limited to conveyances, which convey wastewater to the treatment plant, and facilities for collecting, pumping, conveying, treating, and disposing of domestic and industrial wastewater. (C)
34. SHALL is mandatory; MAY is permissive. (C)
35. SIGNIFICANT INDUSTRIAL USER (SIU): Any Customer who: (C)
- A. Is subject to Federal Categorical Pretreatment Standards (also known as a Categorical Significant Industrial User (CSIU)); or
  - B. Discharges on typical work days an average flow of 5,000 gallons per day or more of Industrial Wastewater to the Sewer System (excluding noncontact cooling water); or
  - C. Contributes on typical work days an industrial wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the Company wastewater treatment facilities; or
  - D. Is designated as significant by the Company on the basis that the Customer has a reasonable potential for adversely affecting the Company's Sewer System operation or for violating any Pretreatment Standard or Requirement.
- Upon finding that a Customer meeting the criteria in paragraphs C. and D., above, has no reasonable potential for adversely affecting the Sewer System operation or for violating any Pretreatment Standard or Requirement, the Company may at any time, on its own initiative or in response to a petition received from the Customer determine that such Customer should not be considered a SIU.
36. SLUG LOAD OR SLUG DISCHARGE: Any discharge of a non-routine, episodic nature, or at a flow rate or concentration which could cause a violation of the prohibited discharge standards in *Part III*, Section 13.1 of these Rates, Rules and Regulations, including but not limited to, an accidental spill or non-customary batch discharge, which has a reasonable potential to cause interference or pass-through, or in any way violate these Rates, Rules and Regulations, Local Limits or Industrial Wastewater Discharge Permit conditions. (C)
37. STATE: The Commonwealth of Pennsylvania. (C)
38. STORMWATER: Any flow occurring during or following any form of natural precipitation and resulting therefrom, including snowmelt. (C)

(C) Indicates Change

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*Part II*

39. TOTAL SUSPENDED SOLIDS: The total suspended matter that floats on the surface or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering. (C)
40. TOXIC POLLUTANT: Any pollutant or combination of pollutants listed as toxic in regulations promulgated by EPA under the provision of Section 307(a) (33 U.S.C. §1317) of the Act or other acts. (C)
41. WATERS OF THE COMMONWEALTH: All streams, lakes, ponds, marches, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulation of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the State or any portion thereof. (C)
42. ABBREVIATIONS found in these Rates, Rules and Regulations are shown below: (C)
- BMP Best Management Practice
  - BOD Biochemical Oxygen Demand
  - CFR Code of Federal Regulations
  - COD Chemical Oxygen Demand
  - DEP Department of Environmental Protection (Pennsylvania)
  - EPA Environmental Protection Agency (United States)
  - FOG Fats, Oils and Greases
  - IU Industrial User
  - LEL Lower Explosive Limit
  - mg/L Milligrams per Liter
  - NPDES National Pollutant Discharge Elimination System
  - SIU Significant Industrial User
  - TSS Total Suspended Solids
  - U.S.C. United States Code

(C) Indicates Change

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*Part III*  
RULES AND REGULATIONS

These Rates, Rules and Regulations are a part of the contract with every Customer who utilizes the sewage facilities and every such Customer, by utilizing the facilities, agrees to be bound thereby.

In the case of a proven violation by the Customer of these Rates, Rules and Regulations, or of an Industrial Wastewater Discharge Permit applicable to the Customer, the Customer shall reimburse the Company for any penalties and charges, civil or criminal, federal, state or local to which the Company may be subjected as a result of that violation.

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1. APPLICATION FOR SERVICE

Any party desiring wastewater services must first make written application to the Company, which application must be approved in writing by the Company before the premises is connected to the sewer mains of the Company, before a new party utilizes the wastewater services at an existing premises, or before a new source is connected by the existing Customer. The party making the application will be considered the Customer under this contract and will be responsible for all wastewater bills and proper observance of the Rates, Rules and Regulations.

No Customer shall permit another party or premises not stipulated by its application to use or connect with its Lateral except upon written permission from the Company.

Any violation of the Rates, Rules and Regulations of the Company shall render the contract between the Customer and the Company void, and water service will be discontinued, remaining so until such time as the Company is satisfied that the Customer will observe the Rates, Rules and Regulations. Water service will not be turned-on or turned-off until the costs of the termination and reconnection, as stipulated in *Part I*, Section 1 of these Rates, Rules and Regulations, are paid in full.

(C) Indicates Change

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*Part III*

2. SERVICE CONNECTIONS

No Lateral connection, or disconnection, shall be made except under the observation and approval of the Company's authorized representative, after the Company's acceptance of the Customer's written application for service. Per Section 12.E.(2), customers may be required to install a suitable control manhole to allow for observation, sampling, and measurement of the wastewater.

Lateral connections will be permitted to existing wyes which were placed in position when the sewer main was constructed, or by new saddle caps, or into manholes already provided, at the discretion of the Company's authorized representative.

All external plumbing including the Lateral and its connection to the sewer main shall be provided in accordance with the currently applicable building codes, and shall be inspected, tested, and approved by the Company's representative before it is covered or concealed. All trenches shall be maintained free of water during construction.

The Lateral, including its connection to the sewer mains, shall be maintained or caused to be maintained by the Customer. Such maintenance shall include any necessary repairs to eliminate Infiltration and Inflow into the Company's Sewer System.

No old drain piping shall be used unless accepted by a representative of the Company.

No roof, storm, surface, or ground water of any nature shall be allowed to enter the Sewer System. No connection shall be made with any cesspool, privy vault, cistern, or other depository. No steam pipes shall be connected with the Company's sewer.

Any existing vent pipe from a trap which permits surface water to enter the Sewer System shall be repaired so that the top of the said vent pipe is at least six (6") inches above the top of the adjacent ground level.

No alterations or additions to any connection with the Company's Sewer System shall be made, unless the party desiring to make the same shall first receive permission from the Company.

Except for instances where the Customer receives water service from the Company, in connection with which the Company will install or has installed a water meter, and in connection with which no deduct metering for sewer services is desired by the Customer and approved by the Company, an approved meter or meters shall be installed by the Customer as directed by the Company, to meter water and/or wastewater usage as required under the Schedule of Rates and Charges on p. 3 (but not fire protection system usage). Meters shall be installed and kept in service so that all applicable water and wastewater usage is recorded. Any interruption of this arrangement shall be reported to the Company, and a billing adjustment determined by the Company in its sole discretion, except as otherwise ordered by the Commission. Meters installed by the Customer shall be maintained by the Customer, who shall arrange and pay for testing in accordance with American Waterworks Association and Commission guidelines.

(C) Indicates Change

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*Part III*

2.1. SERVICE AND MAIN EXTENSIONS

General Provisions:

A. The Company will extend existing sewer mains for any bona fide prospective Customer making application for wastewater service therefrom for a period of one (1) year or more under these Rules and Regulations. Such sewer main extensions will be made at the cost of such Customers(s) subject to the provisions of Subsection B. below, unless otherwise waived by the Company at the Company's discretion.

B. When a sewer main extension to serve a bona fide prospective Customer is required or requested, such extension may be made under the terms of either an "Extension Deposit Agreement," or a "Non-Refundable Contribution Agreement," as hereinafter set forth. The bona fide prospective Customer requesting the extension shall be given the option of entering into an Extension Deposit Agreement or a Non-Refundable Contribution Agreement provided however, the Company shall have the unqualified right to require that the requested extension be made pursuant to an Extension Deposit Agreement, in the Company's sole judgment, it determines that construction of the requested extension pursuant to a Non-Refundable Contribution Agreement would not be economically justified for or otherwise in the interest of the Company and its Customers. The Company shall have the exclusive right to determine the type and size of sewer mains to be installed.

2.2. EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between hereinafter called the "COMPANY" and hereinafter called the "DEPOSITOR".

WHEREAS, the Depositor desires extension of the sewer mains of the COMPANY, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The COMPANY contracts and agrees to lay the sewer main(s) (and other facilities, if any) as shown in red on the diagram

*Part III*

(C)

hereto attached and made a part hereof described and located as follows:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing the sewer main(s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the DEPOSITOR shall not be invoked if the COMPANY has received the construction material and the DEPOSITOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount in cash equal to (1) the Estimated Cost less (2) the Applicable Credit, where items (1) and (2) are to be determined as follows:

(C)

- (1) The Estimated Cost shall be the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the COMPANY shall have decided are required to render adequate service.
- (2) The Applicable Credit shall be a credit equal to the amount produced by multiplying (a) the average Estimated Cost per foot of the extension by (b) thirty-five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective Customers who will be directly served by said extension.

*Part III*

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the mains and other facilities, for the Estimate Cost and in calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the DEPOSITOR will deposit any additional amount shown to be due or the COMPANY will refund to the DEPOSITOR any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost. If the actual installation costs exceed the deposit required as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the DEPOSITOR to the COMPANY before the granting of refunds to the DEPOSITOR.

FOURTH: The COMPANY hereby agrees to refund to the DEPOSITOR during the period of ten (10) years from actual date of deposit a Pre-Customer Refund Amount for each additional bona fide prospective Customer for whom a service connection shall be directly attached to such main extension, as distinguished from extensions or branches thereof; provided however, that the total amount refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said 10-year period shall become the property of the COMPANY. The Pre-Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty-five (35) feet of the said extension.

FIFTH: The DEPOSITOR may request refunds under Paragraph FOURTH, once in each Calendar quarter, furnishing the COMPANY, at such time, a listing of additional bona fide prospective Customers; however, failure on the part of the DEPOSITOR to make such request shall not constitute a waiver of any rights hereunder or relieve the COMPANY of the obligation to make refunds with reasonable promptness.

*Part III*

(C)

SIXTH: The ownership of the main(s) laid and installed hereunder shall at all times be in the COMPANY, its successors and assigns.

SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or Vice President.

EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at

\_\_\_\_\_  
(Address of Company)

and to the DEPOSITOR at

\_\_\_\_\_  
(Address of Depositor)

(C)  
|  
(C)

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the works, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

WITNESS:	COMPANY
	BY
	Vice President
WITNESS:	DEPOSITOR

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*Part III*

2.3. NON-REFUNDABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ hereinafter called the "COMPANY" and \_\_\_\_\_ hereinafter called the "CONTRIBUTOR".

WHEREAS, the CONTRIBUTOR desires extension of the sewer mains of the COMPANY, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The COMPANY contracts and agrees to lay the sewer main(s) (and other facilities, if any) as shown in red on the diagram hereto attached and made a part hereof described and located as follows:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing the sewer main(s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the CONTRIBUTOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the CONTRIBUTOR shall not be invoked if the COMPANY has received the construction material and the CONTRIBUTOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

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THIRD: The CONTRIBUTOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount in cash equal to (1) the Estimated Cost less (2) the Applicable Credit, where items (1) and (2) are to be determined as follows:

- (1) The Estimated Cost shall be the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the COMPANY shall have decided are required to render adequate service.
- (2) The Applicable Credit shall be a credit equal to the amount produced by multiplying (a) the average Estimated Cost per foot of the extension by (b) thirty-five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective Customers who will be directly served by said extension.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the mains and other facilities, for the Estimated Cost and in calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the CONTRIBUTOR will deposit any additional amount shown to be due or the COMPANY will refund to the CONTRIBUTOR any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost. If the actual installation costs exceed the deposit required as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the CONTRIBUTOR to the COMPANY.

FOURTH: The ownership of the main(s) laid and installed hereunder shall at all times be in the COMPANY, its successors and assigns.

*Part III*

(C)

FIFTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or Vice President.

SIXTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

SEVEN: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at

\_\_\_\_\_  
(Address of Company)

and to the CONTRIBUTOR at

(C)

\_\_\_\_\_  
(Address of Contributor)

(C)

EIGHTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the works, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

COMPANY

WITNESS:

\_\_\_\_\_  
BY

\_\_\_\_\_  
Vice President

WITNESS:

DEPOSITOR

(C)

(C) Indicates Change

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*Part III*

2.4 PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of a certain sewer service connections therein described. It is, therefore, agreed and stipulated:

- |    |  |          |
|----|--|----------|
| A. | Estimated Cost of main(s) and manholes   | \$ _____ |
| B. | Estimated Cost of Lateral(s) & valves, if applicable                             | \$ _____ |
| C. | Estimated Cost of other facilities   | \$ _____ |
| D. | Total  | \$ _____ |
| E. | Credit Allowance:  |          |
|    | (1) (A) + (C) above divided by feet of main(s)                                   | \$ _____ |
|    | (2) 35   |          |
|    | (3) Number of bona fide prospective Customers to be directly served by extension | _____    |
|    | (4) Product of (1), (2) & (3)  | _____    |
| F. | Amount of deposit: (D) minus (E)   | \$ _____ |

(C) Indicates Change

*Part III*

(C)

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: \_\_\_\_\_ COMPANY  
Date of Deposit \_\_\_\_\_

WITNESS: \_\_\_\_\_ BY \_\_\_\_\_  
Vice President

WITNESS: \_\_\_\_\_ DEPOSITOR  
\_\_\_\_\_

2.5. FINAL MEMORANDUM

(C)

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of a certain sewer service connections therein described. It is, therefore, agreed and stipulated:

(C)

- A. Actual Cost of main(s) and manholes \$ \_\_\_\_\_
- B. Actual Cost of Lateral(s) & valves, if applicable \$ \_\_\_\_\_
- C. Actual Cost of other facilities \$ \_\_\_\_\_
- D. Total \$ \_\_\_\_\_

(C)

(C)

(C) Indicates Change

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*Part III*

E. Credit Allowance:

- (1) (A) + (C) above divided by feet of main(s) \$ \_\_\_\_\_
- (2) 35
- (3) Number of bona fide prospective Customers to  
be directly served by extension \_\_\_\_\_
- (4) Product of (1), (2) & (3) \_\_\_\_\_

F. Amount of deposit: (D) minus (E) \$ \_\_\_\_\_

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: \_\_\_\_\_  
Date of Deposit

COMPANY

WITNESS:

\_\_\_\_\_

BY

\_\_\_\_\_  
Vice President

WITNESS:

\_\_\_\_\_

DEPOSITOR

\_\_\_\_\_

(C)

(C)

(C)

(C) Indicates Change

*Part III*

3. BILLS DUE AND PAYABLE

All bills will be rendered quarterly, and are due and payable within fifteen (15) days after they are rendered for service provided during the previous calendar quarter. If bills are not paid within thirty (30) days after same are due, twenty (20) days notice will be given and a 2% service charge added, after which twenty-day period, if the bill and service charge are not paid, the water service will be terminated by the Company. The water service will not again be turned on, except upon payment of all arrearages including an additional one and one-half percent (1½%) per month interest for each full calendar month (except the first 30-day period stipulated above) during which the bill remains unpaid, plus the costs of turning-on or turning-off the service, as stipulated in *Part I*, Section I of these Rates, Rules and Regulations. After service is once disconnected for non-payment of bills, the Customer will be required to make a deposit as stipulated in these Rates, Rules and Regulations.

Failure to receive a bill shall not relieve a Customer from his payment obligation. The presentation of a bill to a Customer is only a matter of accommodation and not a waiver of this rule.

If bills are paid by mail, the date of the Postal Service postmark will be considered the date of payment.

4. DEPOSITS

The Company reserves the right to require a deposit equal to the minimum rate for one quarter to secure payment for service rendered, where the credit of the Customer has not been established to the satisfaction of Title 52 Pa. Code Chapter 56. On this deposit the Company will pay eleven percent (11%) interest per annum. On deposits held for more than a year, the Company will pay to the Customer, at the end of each calendar year, the interest accrued thereon; or, at the option of either the Company or the Customer; this amount shall be applied to service bills.

The Company will refund said deposit on notice to discontinue service after payment in full has been made for all service rendered, or when the Customer shall have paid undisputed bills for service over a period of twelve consecutive months, beginning at any time subsequent to June 1, 1946. Any Customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been terminated and the Customer's credit standing impaired through failure to comply with tariff provisions, or whenever a Customer has been delinquent, as defined in Title 52 Pa. Code Chapter 56, in the payment of any two consecutive bills, or three or more bills within the preceding 12 months.

Any bill regarding which the Customer has not served written protest to the Company within thirty (30) days shall be considered an undisputed bill.

(C) Indicates Change

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*Part III*

The payment of any undisputed bill shall be payment of the bill within thirty (30) days following its due date, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer, and payment made by the Customer within ten (10) days thereafter.

5. LEAKS, STOPPAGES AND/OR DEFECTIVE PLUMBING

The Company shall not be liable for any damage or expense resulting from leaks, stoppages, or defective plumbing or from any other cause occurring to any premises or within any building; and it is expressly stipulated by and between the Company and the Customer that no claims shall be made against the said Company on account of the breaking, stoppage or any damage or expense to any part of the Lateral lying on said property.

6. PENALTIES FOR UNLAWFUL USE

It will be necessary for a customer to file an Application for Service, pursuant to *Part I*, Section 2, Item 1 and *Part III*, Section 1 with the Company before making any connection to any main, Lateral, or pipe controlled by the Company. The Company will seek redress through Clause 5, Section 34, of the Act entitled "The General Corporation Act of 1874" or any successor of that Act for any violation of this Rule.

7. THE COMPANY CAN CONTROL SERVICE

The Company shall not be liable for a deficiency or failure of service when occasioned by an emergency, or to make repairs or connections, or failure from any cause beyond its control. The Company reserves the right to restrict service whenever the public welfare may require it.

8. VACATING PREMISES

When the premises are vacated, the Customer must give at least seven (7) days' notice to the Company that the service may be shut off and he will specify the date on which it is desired that service be discontinued. In absence of such notice, the Customer will be responsible for the wastewater rent until such notice is given.

A new application for service must be made on any change of Customers on a property as heretofore described, and the Company shall be at liberty to discontinue the service until such new application has been made and approved.

Customers desiring an abatement from wastewater bills shall report same in writing or call in-person at the office of the Company. All vacancies shall date seven (7) days from the day the report is received at the office of the

(C) Indicates Change

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*Part III*

Company. When a vacancy is properly reported, an allowance will be made for the period of vacancy.

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9. PRIVILEGE TO INVESTIGATE/RIGHT OF ENTRY

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting the connections and fixtures, including the water and/or wastewater metering arrangement, for conducting dye or smoke tests, or for disconnecting service for any proper cause.

The Company shall have the right to enter the premises of any Customer to ascertain whether the Customer is complying with all requirements of these Rates, Rules and Regulations and any Industrial Wastewater Discharge Permit issued hereunder. Customers shall allow the Company, or its representatives, ready access during all working hours to all parts of the premises for the purposes of inspection, sampling, measurement, testing, records examination, and copying, or, as necessary, for the performance of any additional duties.

Where a Customer has security measures in force, which require proper identification and clearance before entry into its premises, the Customer shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Company, or its representatives, will be permitted to enter without delay for the purposes of performing specific responsibilities. Unreasonable delays in allowing the Company, or its representatives, access to the Customer's premises shall be a violation of these Rates, Rules and Regulations.

10. CHANGING RULES OR RATES

The Company reserves the right to change or amend, from time to time, these Rates, Rules and Regulations in accordance with the law.

11. RULES CANNOT BE VARIED OR COMPANY BOUND

No employee of the Company can vary these Rules, and no agent or employee of the Company can bind it by any agreements or representations except when authorized in writing by Conewago Industrial Park Water and Sewer Company.

(C) Indicates Change

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12. WASTEWATER CONTROL REGULATIONS

A. Prohibited Discharges: No Customer shall discharge into the Sewer System any stormwater, surface water, groundwater, or runoff from pavements, area ways, roofs, or foundation drains, subsurface drains, water from springs, noncontact cooling water, condensate, or discharge from sump pumps, unless specifically authorized in writing by the Company.

B. Waste Discharges: No Customer shall discharge, or allow to be discharged, directly or indirectly, to the Sewer System any liquid, solids or gases or wastes containing substances which by reason of their nature or quantity are or may be sufficient either singly or by interaction with other wastes, to pass-through or interfere with the operation or performance of the Sewer System or any treatment process, to cause a violation of the Company's NPDES Permit, or to constitute a hazard to the Sewer System or human life, or to create a public nuisance, including the following:

(1) Any substances that may cause fire or explosion, or be injurious in any other way to the Sewer System or to the operation of the Sewer System, including, but not limited to, waste streams with a closed cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR § 261.21. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than five percent (5%), nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.

Prohibited substances include but are not limited to wastes containing any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to individuals, the structures of the Sewer System or its operation.

(2) Any wastewater having a temperature which will inhibit biological activity in the Company's treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C).

(3) Pollutants, wastes or waters having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the Sewer System. The wastewater pH shall not be less than 6.0 or higher than 9.0 in the Customer's discharge to the Sewer System. (C)

(4) Pollutants which result in the presence of toxic gases, vapors, or fumes within the Sewer System in a quantity that may cause worker health and safety problems, or any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life, or are sufficient to prevent entry into the sewers for maintenance or repair.

(C) Indicates Change

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- (5) Solids or viscous substances or materials in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Sewer System.  
  
Prohibited materials include, but are not limited to: fats, oils, grease, garbage greater than ½ inch in any dimension, offal, feathers, manure, ashes, cinders, sand, mud, spent lime, slurry, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains and hops, waste paper, wood, plastics, gas, tar, asphalt residues, paint, residues from fuel or lubricating oil, mud, glass grinding or polishing wastes.
- (6) Hauled Wastes from septic tanks, cesspools and holding tanks, or other such sources of domestic or Industrial Wastewater.
- (7) Medical Wastes.
- (8) Any pollutants, including oxygen-demanding pollutants (BOD, COD, etc.) released at a flow rate and/or pollutant concentration that causes interference to the Sewer System. In no case shall a discharge have a flow rate or contain concentrations or qualities of pollutants that exceed for any time period longer than 15 minutes, more than five (5) times the average 24-hour concentration, quantities, or flow during normal operation, unless otherwise authorized in writing by the Company.
- (9) Wastes containing other matter detrimental to the operation of the treatment plant or collection system causing erosion, corrosion or deterioration in sewers, equipment and structures of the treatment plant.
- (10) Fats, oils and grease (FOG) of animal or vegetable origin in amounts greater than 100 mg/L at the discharge into the Sewer System. Petroleum oil, nonbiodegradable cutting oil, or products of mineral origin are specifically prohibited.
- (11) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals or create any hazard in the System operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (12) Any waste containing toxic substance in quantities sufficient to interfere with the biochemical processes of the wastewater treatment works or that will pass through the wastewater treatment works and exceed the state and/or federal requirements in respect thereof.
- (13) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration except in compliance with applicable state or federal regulations.

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- (14) Any residue, including biosolids, chemical sludges or screenings from the pretreatment of industrial wastes.
- (15) Any wastewater containing pollutants that may create a toxic effect in the receiving waters of the Sewer System, cause the plant effluent to fail a toxicity test, or exceed the limitations set forth in a National Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307 (a) of the Clean Water Act.
- (16) Detergents, surface-active agents, or other substances in sufficient quantities which causes excessive foaming in the Sewer System.
- (17) Any substance which may cause the treatment plant's effluent or any other product of the Sewer System, such as residues, sludges, or scums, to be unsuitable for reclamation or reuse, or to interfere with the reclamation process. In no case shall a substance discharged to the Sewer System cause the Company to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed by EPA or DEP; or any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to any federal or state regulations applicable to the sludge management method being used.
- (18) Conventional pollutants discharged to the Sewer System in quantities or concentrations that could exceed the system's capacities.

Pollutants, substances or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the Sewer System.

C. If any waters or wastes are discharged, or are proposed to be discharged to the Sewer System, which waters containing the substances or possess the characteristics enumerated in this Section, and which in the judgment of the Company, may have a deleterious effect upon the wastewater works, processes, equipment, sludge quality, or receiving waters, or which otherwise create a hazard to life to constitute a public nuisance, the Company may:

- (1) Reject the wastes,
- (2) Require pretreatment to an acceptable condition for discharge to the Sewer System,
- (3) Require control over the quantities and rates of discharge,
- (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing fees or charges,
- (5) Require that the Customer obtain an Industrial Wastewater Discharge Permit,

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*Part III*

- (6) Establish Local Limits for pollutants as a condition of the Industrial Wastewater Discharge Permit. The Company may develop Local Limits as necessary and effectively enforce such limits, and/or
  - (7) Impose Best Management Practices (BMPs) to implement Local Limits and/or the discharge standards of these Rates, Rules and Regulations.
- D. The Company reserves the right to establish through an Industrial Wastewater Discharge Permit more stringent limitations or requirements on discharges to the Sewer System if deemed necessary and appropriate to comply with the objectives presented in these Rates, Rules and Regulations.
- E. Garbage Grinders: No garbage grinder larger than those normally manufactured and sold for residential use shall be installed or used without specific approval by the Company, which the Company may withhold at its sole discretion. (C)
- F. Monitoring, Metering and Sampling: The Company shall have the right to set up on the Customer's property, or require installation of such devices as are necessary to conduct sampling and/or metering of the Customer's operations, as follows: (C)
- (1) Except as provided in the following three paragraphs, all Customers who receive water service from the Company will be charged for wastewater service based on total metered water usage. (C)
- In the case of Customers who do not receive water service from the Company, the Company will install and maintain at its expense a meter for measuring wastewater flow.
- In the case of Customers who receive water service from the Company, the Company at its option may install and maintain at its expense a separate meter for measuring wastewater flow.
- A customer with water consumption patterns for whom wastewater measurement cannot be reasonably based upon total metered water usage shall install and maintain at the Customer's expense a water submeter for the measurement of the appropriate portion of the water usage. Maintenance shall include periodic testing in accordance with Commission guidelines for water meters. (C)

(C) Indicates Change

*Part III*

- (2) A Customer may be required to install a suitable control manhole to allow for observation, sampling and measurement of the wastewater. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Company staff or consultants. The manhole shall be installed and maintained by the owner at his expense, so as to be safe and accessible at all times.
- (3) The Company may require the Customer to install monitoring facilities, as necessary, to allow inspection, sampling and flow measurement of the Lateral and/or internal drainage systems. The monitoring equipment should normally be situated on the Customer's premises, but the Company may, in its sole discretion, when such a location would be impractical or cause undue hardship on the Customer, allow the facility to be constructed in the street or sidewalk area and located so as not to be obstructed by landscaping or parked vehicles. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Customer at the written or verbal request of the Company and shall not be replaced. The costs of clearing such access shall be borne by the Customer.

*Part III*

- (4) A monitoring structure shall be constructed at a site and in a manner as approved by the Company. The Company may require that the monitoring structure be equipped with permanent-type flow measuring, sampling, monitoring, controlling, or other devices of a type approved by the Company. Plans and specifications for the construction of the monitoring structure and all required devices shall be submitted to and approved by the Company prior to beginning construction. (C)
- (5) The Customer shall, upon notification from the Company, install, maintain and operate a flow monitoring system with totalizer and any necessary appurtenances required to make the system functional. The Customer shall, upon notification from the Company, install, maintain and operate automatic sampling equipment.
- (6) The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the Customer at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually to ensure their accuracy. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis.

G. Sampling and Analysis: (C)

- (1) All sample collections, measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in these rules shall be determined in accordance with EPA regulations in 40 CFR Part 136 as amended, and, if applicable, the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Environment Federation or other validated reference sources approved by EPA or DEP regulatory agency requirements.
- (2) All sample collections, measurements, tests, inspections, and analyses deemed by the Company to be necessary under this Section or any other part of the Rates, Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, tests, inspections, and/or analyses determine that a Customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the Customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze, and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (3) Where the Company deems it advisable, it may require any Customer discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.

(C) Indicates Change

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*Part III*

- H. Report of Changed Conditions: (C)
- (1) Each Customer shall notify the Company of any planned, significant changes to the Customer's operation or system, which might alter the nature, quality or volume of its wastewater at least thirty (30) days before the change occurs. This notification requirement includes anticipated changes in Customer production, which can reasonably be expected to impact the Company Sewer System. For purposes of this requirement, significant changes include, but are not limited to, flow increases of 10 percent (10%) or greater and the discharge of an previously unreported pollutants.
  - (2) The Company may require the Customer to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an Industrial Wastewater Discharge Permit application.
  - (3) The Company may issue an Industrial Wastewater Discharge Permit or notify an existing Industrial Wastewater Discharge Permit in response to changed conditions or anticipated changed conditions.
  - (4) No Customer shall implement the planned changed condition(s) until and unless the Company has responded to the Customer's notice. The Company may require the Customer to undertake a compatibility study to demonstrate to the satisfaction of the Company that the wastewater to be discharged is compatible with the Company wastewater treatment facility, will not affect any requirements imposed upon the Company (including sludge disposal requirements) and will not otherwise adversely affect the Company wastewater treatment facility.
- I. Service Denial: The Company reserves the right to deny wastewater and water services for violation of any provision of these regulations, subject to Commission rules and regulations. (C)
- J. Damage to System and Indemnification: In the event of any damage to the Company's Sewer System caused by a Customer, Customer shall reimburse Company for the costs of and fines incurred. (C)

*Part III*

13. WASTEWATER SERVICE LIMITATIONS

A. Pretreatment: All industrial waste discharged or proposed for discharge into the Sewer System shall be studied by the Company to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the Wastewater Facilities. The Company will have the authority to properly control any waste discharge into its Sewer System by regulating the rate of any waste discharge into its Sewer System, by requiring necessary Pretreatment and by excluding certain waste, if necessary, to protect the integrity of the Company's system.

- (1) A Customer for whom Pretreatment is required for its discharge will have ninety (90) days to implement any necessary Pretreatment Devices or Facilities. This time shall be extended to the extent that any review by the Company required by these Rates, Rules and Regulations takes more than fifteen (15) days.
- (2) The Company reserves the right to require a Customer to haul away certain waste discharge rather than to pretreat such waste.

B. Pretreatment Devices and Facilities:

- (1) Grease Traps and Interceptors – Any Customer that discharges, or allows or causes to be discharged, grease, or similar substances, into the Company's Sewer System, in amounts greater than 100 mg/L or that cause operational or maintenance problems, shall install a Grease Trap or Interceptor. The size, type of construction, and location of installation, must be approved by the Company prior to installation. If feasible, a Grease Interceptor, at a minimum of 1,000 gallons, shall be placed outside the building. The Trap or Interceptor must be cleaned out regularly pursuant to an established schedule of maintenance, by the Customer. A copy of such schedule must be submitted to and be approved by the Company.

*Part III*

- (2) All Customers shall provide necessary wastewater Pretreatment as required to comply with these Rates, Rules and Regulations and shall achieve compliance with all Federal Categorical Pretreatment Standards, local limits and the prohibitions set out in these Rates, Rules and Regulations. Any facilities required to pretreat wastewater to a level acceptable to the Company shall be provided, operated and maintained at the Customer's expense. Detailed plans showing the Pretreatment facilities and operating procedures shall be submitted to the Company for review, and shall be subject to Company approval before construction of the facility. The Company does not, by its approval of any of the designs or installation of the plans and equipment, or of any other information or plans submitted by a Customer, warrant or aver in any manner that the Customer's implementation of such measures will result in compliance with the applicable Pretreatment Requirements. Notwithstanding any approval of such plans by the Company, the Customer remains solely responsible for compliance with the applicable Pretreatment Requirements and all other federal, state and local requirements. The review of such plans and operating procedures will in no way relieve the Customer from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the Company under the provisions of these Rates, Rules and Regulations. Any subsequent changes in the Pretreatment facilities or method of operation shall be reported to and be accepted by the Company prior to the Customer's initiation of the changes.

The Customer shall at all times properly operate and maintain all Pretreatment facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Customer to achieve compliance with Pretreatment Requirements. This includes adequate laboratory controls and appropriate quality assurance procedures, the operation of back-up or auxiliary facilities, or similar systems which are installed by the Customer only when the operation is necessary to achieve compliance. No Customer shall ever increase the use of water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation.

Whenever deemed necessary, the Company may require a Customer to restrict its discharge during peak flow periods; to discharge at a consistent flow rate; to discharge certain industrial wastewaters only into specific sewers; to relocate and/or consolidate points of discharge; to separate domestic wastewater from industrial wastewater; and to perform and maintain such other conditions as may be necessary to protect the Sewer System and to determine the Customer's compliance with the requirements of these Rates, Rules and Regulations.

(C)

(C) Indicates Change

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*Part III*

- (3) Every new Customer is required, and every existing Customer may be required, to install and maintain a manhole at the Customer's expense pursuant to specifications set forth by the Company at a point along the Customer's Lateral. The Company retains the right to request that any Customer's existing manhole be modified so that it is in a configuration approved by the Company. All Customers are required to construct and maintain manholes in a manner that that will enable the Company to utilize the manhole for any and all purposes.
- C. Accidental Discharge/Slug Control Plans: Each Customer shall provide protection from accidental discharges and slug loadings of prohibited materials or other substances regulated under these Rates, Rules and Regulations, or Federal or State regulations. Facilities to prevent accidental or slug discharges of prohibited materials shall be provided and maintained at the Customer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Company for review, and shall be subject to Company approval before construction of the facility. A Customer shall develop and implement an Accidental Discharge/Slug Control Plan when required to do so by the Company. An Accidental Discharge/Slug Control Plan shall address, at a minimum, the following provisions:
- (1) Description of discharge practices, including non-routine batch discharges.
  - (2) Description of stored chemicals.
  - (3) Procedures for immediately notifying the Sewer System of any accidental or slug discharge.
  - (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents and/or measures and equipment for emergency response.
  - (5) Such other conditions as deemed appropriate by the Company.

*Part III*

D. Report of Potential Problems:

- (1) In case of any discharge including, but not limited to, accidental discharge, discharges of a non-routine, episodic nature, a non-customary batch discharge, which may cause potential problems for the Company wastewater treatment facility, a slug discharge, or slug loading, the Customer shall notify the Company immediately by telephone. The notification shall include as a minimum: location of the discharge, type, volume, and concentrations of the waste, and corrective actions taken.
- (2) A notice shall be permanently posted on the Customer's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1) of this Section. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

Within five (5) days such discharge, the Customer shall submit to the Company a detailed written report describing the cause of the discharge and the measures to be taken by the Customer to prevent similar future occurrences.

Such notifications shall not relieve the Customer from exposure to enforcement action as provided herein or from applicable surcharges.

If any discharge causes a situation which results in additional expense for the Company, the responsible Customer shall reimburse the Company for such extra expense.

Failure to prevent an accidental discharge or slug loading, to provide notification of an accidental discharge or slug loading, or to submit a plan will result in enforcement action as provided herein.

- E. Wastewater Survey: When requested by the Company, Customers must submit information on the nature and characteristics of their wastewater by completing a Wastewater Survey within thirty (30) days of the request. The Company is authorized to prepare a form for this purpose and may periodically require Customers to update the survey. (C) (C)
- F. Customer Limitations: Customers specifically agree that service applies exclusively for domestic wastewater and industrial wastewaters of typical domestic wastewater strength and characteristics.

(C) Indicates Change

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*Part III*

- G. Discharge Limitations: The Company maintains the discretion to accept, at certain times, the discharge of industrial waste with higher strengths of conventional pollutants. If the Company chooses to utilize such discretion, the Company shall be entitled to receive a surcharge for treatment of such waste. The discharge limits and the surcharge shall be calculated as follows:
- |                           |  |         |
|---------------------------|--|---------|
| BOD5: 250 mg/L            | (BOD5 - 250) X Volume of Discharge (MG) X 8.34 X \$2.28  | (C) (D) |
| TSS: 250 mg/L             | (TSS - 250) X Volume of Discharge (MG) X 8.34 X \$1.54   | (C) (D) |
| Total Phosphorus: 8 mg/L  | (TP - 8) X Volume of Discharge (MG) X 8.34 X \$61.20     | (C) (D) |
| Ammonia-Nitrogen: 25 mg/L | (NH3-N - 25) X Volume of Discharge (MG) X 8.34 X \$27.10 | (C) (D) |
| FOG: 100 mg/L             | (FOG - 100) X Volume of Discharge (MG) X 8.34 X \$2.10   | (C) (D) |

Customers requesting or found to be discharging higher strength wastes, will be issued an Industrial Wastewater Discharge Permit that contains self-monitoring and reporting requirements. The surcharge shall be based on the average analytical result of not less than two (2) composite samples per month during working hours. Samples are to be collected at an approved sampling manhole or other appropriate location, as determined by the Company, so that samples will be representative.

The surcharge amount shall be added to the Customer's bill.

Any acceptance of the discharge of industrial waste with higher strengths may be terminated at any time by the Company in its sole discretion.

- H. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial waste that exceeds typical domestic strength wastewater.

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*Part III*

14. INDUSTRIAL WASTEWATER DISCHARGE PERMITS

- A. To control industrial wastes, no Significant Industrial User (SIU) shall discharge wastewater into the Sewer System without first obtaining an Industrial Wastewater Discharge Permit from the Company, except when a SIU has filed a timely permit application pursuant to paragraphs B. and C., then the SIU may continue to discharge for the time period specified therein.
- B. Any SIU that discharges industrial wastewater into the Sewer System prior to the effective date of these Rates, Rules and Regulations and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Company for an Industrial Wastewater Discharge Permit in accordance with this Section, and shall not cause or allow discharges to the Sewer System to continue after 180 days of the effective date of these Rates, Rules and Regulations except in accordance with an Industrial Wastewater Discharge Permit issued by the Company.
- C. Any SIU proposing to begin or recommence discharging industrial wastewater into the Sewer System must obtain an Industrial Wastewater Discharge Permit prior to the beginning or recommencing of such discharge. An application for this Industrial Wastewater Discharge Permit shall be filed at least ninety (90) days prior to the date upon which any discharge is expected to begin.
- D. The Company may require other Customers to obtain an Industrial Wastewater Discharge Permit as necessary to carry out the purposes of these Rates, Rules and Regulations. In any case, the Customer or his agent shall complete a permit application furnished by the Company when requested.
- E. Industrial Wastewater Discharge Permits shall be issued with a duration not to exceed five (5) years; other terms may be used at the discretion of the Company.
- F. The Company reserves the right to review a Customer's discharge to determine whether any changes in such discharge would require a permit or would be in violation of these Rates, Rules and Regulations. When such a change occurs, the Customer will have sixty (60) days to either cure the problems with the discharge or complete a permit application.
- G. Any violation of the terms and conditions of an Industrial Wastewater Discharge Permit shall be deemed a violation of these Rates, Rules and Regulations and subjects the Customer to the sanctions set out in these Rates, Rules and Regulations. Obtaining an Industrial Wastewater Discharge Permit does not relieve the Customer of its obligation to comply with all federal, state and local Pretreatment Standards or Requirements. Compliance with an Industrial Wastewater Discharge Permit will not be a defense for a Customer's failure to comply with applicable federal, state or local requirements.

*Part III*

- H. Industrial Wastewater Discharge Permit Application: Customers required to obtain an Industrial Wastewater Discharge Permit shall complete and file with the Company, an application in the form prescribed by the Company, and accompanied by the required fee for the Industrial Wastewater Discharge Permit. The Company is authorized to prepare a form for this purpose.

Applications that are incomplete or believed to be inaccurate will not be processed and will be returned to the Customer for revision.

- I. All Industrial Wastewater Discharge Permit applications and Customer reports must be signed by an Authorized Representative of the Customer and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

- J. Industrial Wastewater Discharge Permit: The Company will evaluate the data furnished by the Customer. The Company may request additional information, issue an Industrial Wastewater Discharge Permit with specific requirements, conditions and terms, or deny any application for an Industrial Wastewater Discharge Permit.

- K. Industrial Wastewater Discharge Permit Conditions: Industrial Wastewater Discharge Permits are subject to all provisions of these Rates, Rules and Regulations and all other applicable regulations, Customer charges and fees established by the Company. In addition, Industrial Wastewater Discharge Permits may include such conditions as are reasonably deemed necessary by the Company to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, protect ambient air quality and protect against damage to the Sewer System, including the establishment of Local Limits and BMPs, and any Pretreatment and monitoring requirements specific to the Customer.

- L. Permit Appeals: Any Customer may petition the Company in writing to reconsider the terms of an Industrial Wastewater Discharge Permit within thirty (30) days of its issuance or modification. Failure to submit a timely petition for review shall be deemed a waiver of the administrative appeal. In its petition, the Customer must indicate the Industrial Wastewater Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the Industrial Wastewater Discharge Permit. If the appeal is for a modified Permit, only the modified Permit conditions shall be subject to appeal. The effectiveness of the Industrial Wastewater Discharge Permit shall not be stayed pending the appeal. If the Company fails to initiate action to reconsider the decision within forty-five (45) days, a request for reconsideration shall be denied. Decisions not to reconsider an Industrial Wastewater Discharge Permit, or not to modify an Industrial Wastewater Discharge Permit, shall be considered a final administrative action for purposes of judicial review.

*Part III*

- M. Permit Modifications: The terms and conditions of the Industrial Wastewater Discharge Permit may be subject to modification by the Company during the term of the Permit for cause. Changes or new conditions in the Industrial Wastewater Discharge Permit may include a reasonable time schedule for compliance as determined by the Company.
- N. Permit Transfer: Industrial Wastewater Discharge Permits are issued to a specific Customer for a specific operation. An Industrial Wastewater Discharge Permit shall not be transferred to another Customer without at least thirty (30) days advance notice to the Company and Company approval of the Industrial Wastewater Discharge Permit transfer. The notice to the Company must include a written certification by the new Customer, which states that the new Customer has no immediate intent to change the facility's operations and processes, identifies the specific date on which the transfer is to occur and acknowledges full responsibility for complying with the existing Industrial Wastewater Discharge Permit. In addition, any proposed transfer shall include a written agreement between the existing Customer and the new Customer regarding a proposed date for transfer of Permit responsibility. Failure to provide advance notice of a transfer renders the Industrial Wastewater Discharge Permit void on the date of facility transfer. The Company may modify or terminate a transferred Permit as set forth in paragraphs C. and F.
- O. Industrial Wastewater Discharge Permits shall become void in the event of non-use, cessation of operations or transfer of business ownership. All Industrial Wastewater Discharge Permits issued to a particular Customer are void upon the issuance of a new Industrial Wastewater Discharge Permit to that Customer.
- P. Permit Reissuance: Except as otherwise approved by the Company, a Customer shall apply for Permit Reissuance a minimum of ninety (90) days prior to the expiration of the Customer's existing Industrial Wastewater Discharge Permit. Notwithstanding any other provision in these Rates, Rules and Regulations, if a Customer filed a timely and complete application, and the Company, through no fault of the Customer, has not reissued the Industrial Wastewater Discharge Permit prior to the expiration date, the conditions of the existing Industrial Wastewater Discharge Permit shall continue until such time the Company has issued another Permit.
- Q. Any Customer that discharges or has the potential to discharge industrial wastes, but has been determined not to be a SIU, must submit a signed certification statement annually, if requested to do so by the Company.
- R. Duty to Provide Information: The Customer shall furnish the Company, within fifteen (15) days of a written request, any information which the Company may request to determine whether cause exists for modifying, reissuing, suspending, or terminating an Industrial Wastewater Discharge Permit, or to determine compliance with these Rates, Rules and Regulations. Where the Customer becomes aware that it failed to submit any relevant facts in an application for an Industrial Wastewater Discharge Permit, or submitted incorrect information in an application for an Industrial Wastewater Discharge Permit, a report to the Company or in any other correspondence pertaining to its wastewater discharge, it shall promptly submit such facts or information.

*Part III*

15. ENFORCEMENT RESPONSE

- A. Search Warrants: If the Company has been refused access to a building, structure or property or any part thereof, and if the Company has demonstrated probable cause to believe that a violation of these Rates, Rules and Regulations exists, or that there is a need to inspect and/or sample as a part of a routine inspection and sampling program of the Company designed to verify compliance with these Rates, Rules and Regulations, or an Industrial Wastewater Discharge Permit issued hereunder, or to protect the overall health, safety and welfare of the community, then the Company may seek issuance of a search warrant from the Court of Common Pleas of Lancaster County. Such search warrant shall be served at reasonable hours by the Company in the company of a law enforcement officer. In the event of an emergency affecting the public health and safety, inspections may be made without the issuance of a warrant.
- B. Industrial Wastewater Discharge Permit Revocation: The Company may revoke or terminate an Industrial Wastewater Discharge Permit for cause, including, but not limited to, the following reasons:
- (1) Failure to notify the Company of significant changes in the operation or wastewater volume, constituents and characteristics prior to discharge pursuant to Section 12(G) of these Rates, Rules and Regulations.
  - (2) Misrepresentation or failure to fully disclose all relevant facts in the Industrial Wastewater Discharge Permit application or reports.
  - (3) Refusing to allow the Company or its representative timely access to Customer's records or to the Customer's premises for the purpose of inspection or monitoring.
  - (4) Violation of any Pretreatment Standard or Requirement, or any conditions of the Industrial Wastewater Discharge Permit or these Rates, Rules and Regulations, including effluent limitations, compliance schedules, application deadlines, and notifications.
  - (5) A change in the Sewer System that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- C. The Company shall not revoke an Industrial Wastewater Discharge Permit without first allowing the noncompliant Customer the opportunity to show cause why the proposed action should not be taken. The Customer must respond to a written notice from the Company allowing such an opportunity within fifteen (15) days, in order for the Customer's response to be considered. Before any further discharge of Industrial Wastewater may be made by a Customer whose Permit has been revoked, the Customer must apply for, and be granted, a reinstatement of the revoked Permit or new Permit, as the Company may require and pay all delinquent fees, charges and costs occasioned by the violation, in accordance with all conditions set forth in these Rates, Rules and Regulations.

*Part III*

D. Service Suspensions:

- (1) The Company reserves the right to refuse or to discontinue service to any property whenever it appears that the connection has been made improperly or the Customer violates any of these Rates, Rules and Regulations. The Company also reserves the right to terminate water service.
- (2) The Company may immediately suspend wastewater service and/or an Industrial Wastewater Discharge Permit after notice to the Customer whenever such suspension is necessary to stop an actual or threatened discharge that reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of individuals, the Wastewater Treatment Facility or the environment, or which causes or has the potential to cause interference with the treatment process or a pass-through to the receiving stream, or any violation of any condition of the Company's NPDES Permit.
- (3) Any Customer notified of a suspension of wastewater service and/or an Industrial Wastewater Discharge Permit shall immediately stop or eliminate its contribution. In the event of a Customer's failure to immediately comply voluntarily with the suspension order, the Company shall take such steps as deemed necessary, including the immediate severance of the sewer connection, to prevent or minimize damage to the Wastewater Treatment Facility, its receiving stream or endangerment to any individuals. The Company shall allow the Customer to recommence its discharge when the endangerment has passed, unless the Permit revocation proceedings are initiated against the Customer.
- (4) In the event of any damage the Company's Sewer System caused by a Customer, Customer shall reimburse the Company for costs of repairs and any fines incurred.

# **Exhibit E**

**CONFIDENTIAL**

# **Exhibit F**

**THE YORK WATER COMPANY  
UTILITY PLANT**

	As of <u>December 31, 2021</u>
Organization	\$ 5,302
Franchises and consents	4,918
Water rights	39,972
Reservoir land	858,813
Power and pumping land	1,078,522
Purification land	53,459
Transmission & distribution land rights-of-way	142,463
Distribution reservoir and standpipe land	621,756
Office land	115,023
Stores, shop and garage land	135,845
Collecting and impounding reservoirs	6,170,342
Lake, river and other intakes	3,657,305
Wells and springs	96,027
Supply mains	8,635,081
Other water source structures	211,038
Power and pumping structures	17,026,727
Purification buildings	4,338,925
Office buildings	1,556,470
Stores, shop and garage buildings	2,960,455
Miscellaneous structures and improvements	495,218
Power generation equipment	2,879,764
Oil engine pumping equipment	1,275,780
Electric pumping equipment	5,539,518
Scada system	698,223
Purification system	20,611,129
Distribution reservoirs and standpipes	23,745,927
Mains and accessories	222,567,941
Services	52,731,235
Meters	20,477,331
Fire hydrants	10,079,414
Backflow preventors	562,119
Office furniture and equipment	12,058,672
Transportation equipment	1,897,178
Stores equipment	216,482
Shop equipment	71,313
General equipment	753,609
Tractor	34,371
Laboratory equipment	137,003
Construction equipment	128,072
Communication equipment	3,043,966
Miscellaneous equipment	511,104
Wastewater collection land	203,176
Wastewater pumping land	305,427
Wastewater treatment land	148,906
Wastewater treatment structures	4,568,866
Wastewater power generation equipment	439,730
Wastewater collection sewers	19,592,436
Wastewater services	3,314,340
Wastewater pumping equipment	691,212
Wastewater treatment and disposal equipment	2,417,939
Wastewater monitoring equipment	114,025
Wastewater detention pond	2,682
Wastewater outfall lines	10,963
Wastewater office computer	80,265
Wastewater transportation equipment	212,823
Wastewater shop equipment	20,304
Wastewater communication equipment	189,254
Wastewater miscellaneous equipment	29,233
Total Utility Plant in Service	<u>\$ 460,565,393</u>
Construction work in progress	25,184,270
Utility plant acquisition adjustment	<u>(3,636,547)</u>
<b>TOTAL UTILITY PLANT</b>	<u><u>\$ 482,113,116</u></u>

# Exhibit G

**THE YORK WATER COMPANY**  
**BALANCE SHEET**

As of  
December 31, 2021

ASSETS

UTILITY PLANT:

Utility Plant, at original cost	\$482,113,116
Less-Reserve for depreciation	99,203,831
	<hr/> 382,909,285

OTHER PHYSICAL PROPERTY:

Less-Reserve for depreciation	717,020
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CURRENT ASSETS:

Cash and cash equivalents	(1,745,250)
Accounts receivables, less reserves	4,633,128
Unbilled revenue	2,784,480
Materials and supplies, at cost	1,916,729
Prepaid expenses	1,031,862
	<hr/> 8,620,949

OTHER LONG-TERM ASSETS:

Notes receivable	255,481
Deferred regulatory assets	33,409,795
Other	18,474,350
	<hr/> 52,139,626

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\$444,386,880

**THE YORK WATER COMPANY**  
**BALANCE SHEET**

As of  
December 31, 2021

CAPITALIZATION AND LIABILITIES

CAPITALIZATION:

Common stock, no par value	\$88,229,701
Earnings retained in the business	64,392,117
	<hr/> 152,621,818

Long-term debt	141,689,981
Less-Unamortized discount and debt expense	2,821,067
	<hr/> 291,490,732

CURRENT LIABILITIES:

Short-term borrowings	0
Current portion of long-term debt	7,500,000
Accounts payable	5,009,882
Dividends payable	2,293,169
Accrued taxes	(700,668)
Accrued interest	958,809
Deferred regulatory liabilities	606,539
Other accrued expenses	1,822,651
	<hr/> 17,490,382

DEFERRED CREDITS:

Customers' advances for construction	12,820,161
Contributions in aid of construction	41,876,180
Deferred employee benefits	4,529,689
Deferred regulatory liabilities	24,504,171
Deferred income taxes	49,589,885
Other deferred credits	2,085,680
	<hr/> 135,405,766

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\$444,386,880

# **Exhibit H**

**THE YORK WATER COMPANY**  
**STATEMENT OF INCOME**

	Twelve Months Ended <u>December 31, 2021</u>
<b>OPERATING REVENUES:</b>	
Residential	\$35,885,725
Commercial and industrial	14,891,120
Other	4,342,556
	<hr/> 55,119,401
 <b>OPERATING EXPENSES:</b>	
Operation and maintenance	11,821,948
Administrative and general	10,968,880
	<hr/> 22,790,828
 Depreciation	 8,858,872
Taxes other than income taxes	1,287,610
Income taxes	1,120,309
	<hr/> 34,057,619
 Operating income	 21,061,782
 <b>INTEREST EXPENSE AND OTHER INCOME:</b>	
Interest on debt	4,925,976
Allowance for funds used during construction	(1,221,097)
Other (income) expenses, net	373,093
	<hr/> 4,077,972
 NET INCOME	 <hr/> <u>\$16,983,810</u>

# **Exhibit I**

**THE YORK WATER COMPANY**  
**RATES, RULES AND REGULATIONS GOVERNING**  
**THE PROVISION OF WASTEWATER COLLECTION, TREATMENT AND/OR**  
**DISPOSAL SERVICE TO THE PUBLIC IN**  
**THE BOROUGHS OF EAST PROSPECT, FELTON, JACOBUS, AND WEST YORK**  
**AND THE**  
**TOWNSHIPS OF EAST MANCHESTER (ASBURY POINTE RESIDENTIAL SUBDIVISION),**  
**LOWER WINDSOR, SPRINGFIELD, SHREWSBURY, WASHINGTON, AND WEST MANHEIM**  
**IN YORK COUNTY, PENNSYLVANIA**  
**AND THE**  
**TOWNSHIPS OF GREENE, HAMILTON, AND LETTERKENNY**  
**IN FRANKLIN COUNTY, PENNSYLVANIA**  
**AND THE**  
**TOWNSHIP OF STRABAN IN ADAMS COUNTY, PENNSYLVANIA**  
**AND THE**  
**TOWNSHIP OF WEST DONEGAL IN LANCASTER COUNTY,**  
**PENNSYLVANIA (C)**

ISSUED: XXXXXX

EFFECTIVE: XXXXXX

By: Joseph T. Hand  
President and CEO  
130 East Market Street  
York, Pennsylvania

(C) Indicates Change

 **NOTICE**

Filed in compliance with the order of the Pennsylvania Public Utility Commission of XXXXXXXX,  
at Docket No. A-XXXX-XXXXXXX.

(SEE PAGE NO. 2)

### **LIST OF CHANGES**

This tariff supplement authorizes The York Water Company – Wastewater to begin to offer or furnish wastewater service to the public in West Donegal Township, Lancaster County, Pennsylvania, as previously served by \_\_\_\_\_, in accordance with the Pennsylvania Public Utility Commission Order at Docket No. A-XXXX-XXXXXXX, entered XXXXXXXXXXXX.

York Water proposes to charge \$13.89 per 1,000 gallons, subject to a minimum charge of \$58.33 per month.

York Water proposes to charge the same service termination or resumption charges that are currently charged by Conewago Industrial Park Water and Sewer Company, Inc. in West Donegal Township.

York Water proposes to charge the same schedule of pretreatment program charges that are currently charged by Conewago Industrial Park Water and Sewer Company, Inc. in West Donegal Township.

York Water proposes to adopt Part III, Sections A, B, C, D, E, and L from its wastewater tariff provisions for wastewater customers in West Donegal Township.

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(C) Indicates Change		

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(C) Indicates Change

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West Donegal Township

(C)

**Section A: Wastewater Service Charge**

Imposition of Charge: A wastewater service charge is hereby imposed upon the owner of each improved property which is connected to the wastewater system, whether such use is direct or indirect, and shall be payable as provided herein.

**Wastewater Service Charge Payable by Owner of Improved Property Connected to Wastewater System:**

The wastewater service charge shall be payable by the owner of each improved property connected to the wastewater system commencing with the earlier of (a) the date of actual physical connection of an improved property to the wastewater system, or (b) Forty-five (45) days from the date indicated on the notice to connect.

The wastewater service charge applicable to any improved property connected to the wastewater system shall be calculated, imposed, and collected on the basis of metered usage as indicated below where accurate usage information is available. Where accurate usage information is not available, one of the other methods set forth below may be utilized in the sole discretion of the Company:

**Metered Rate Basis:**

Where accurate metered usage data is available, the wastewater service charge for customers connected to the wastewater system will be determined as follows:

Customers will be charged at the rate of \$13.89 per 1,000 gallons, subject to a minimum charge of \$58.33 per month.

**Calculation of Metered Consumption:** Where the Customer purchases water from York Water Company, the Company will utilize York Water Company's metered consumption as the basis for its charges. If the Customer is not served by York Water Company or if the Customer expects that its wastewater usage will differ significantly from its water usage, an approved meter (or meters) shall be installed by the Customer as directed by the Company, to meter water and/or wastewater usage as required to implement the Schedule of Rates listed herein. The meter shall be installed and kept in service so that all usage is recorded. Upon discovery of a meter interruption, the Company will issue a billing adjustment to be determined by the Company as appropriate and in its sole discretion, except as otherwise ordered by the Commission.

**Estimated Rate Basis:** The wastewater service charge may be based upon the Company's estimate of potable water consumed or domestic sanitary wastewater or industrial wastes discharged by any improved property in accordance with the metered rate schedule provided herein.

**Wastewater Service Charge by Owner of Multiple Use Improved Property:** In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part.

(C) Indicates Change

**Section B. Service Termination or Resumption Charges:** The charge for turning-on water service of an existing Customer occurring as a consequence of any violation of the Company's Rates, Rules and Regulations shall be \$60. The charge for turning-off water service of an existing customer occurring as a consequence of any violation of the Company's Rates, Rules and Regulations shall be \$60.

**Section C. Schedule of Pretreatment Program Charges:** To provide for the payment of charges to the Company from applicants for service and Customers to compensate for the cost of implementing, administering, and enforcing the pretreatment program established herein, and to recover costs for sampling and monitoring expenses, for damages to the operation of the treatment facility, for reasonable engineering and attorney's fees, and other expenses associated with enforcement actions and activities; charges for investigating accidental discharge impacts, plan reviews and construction inspection; and the cost of any actual damages incurred by the Company, as follows:

1. Application for Service: Each new Customer or new wastewater source will be assessed a charge for the review of the Application for Service required by Part III of this tariff.	\$200
2. Wastewater Survey: Each Customer will be assessed a charge for the review of the Wastewater Survey required by Section E of this rate schedule.	\$300
3. Industrial Wastewater Discharge Permit Application or Permit Modification Application: Each Customer determined to be a Significant Industrial User will be assessed a charge for the review of these Industrial Wastewater Discharge Permit applications and for a site inspection as permitted by Part III of this tariff.	\$800
4. Industrial Wastewater Discharge Permit: Each Customer required to submit an Industrial Wastewater Discharge Permit Application will be assessed a charge for the preparation of the Industrial Wastewater Discharge Permit that is specific to that Customer, which may include, but is not limited to Best Management Practices, pretreatment, waste minimization and spill control requirements, Local Limits, and other conditions.	At cost
5. Industrial Wastewater Discharge Permit Application for Renewal or Transfer: Each Customer will be assessed a charge for the review of the application if no changes are noted.	\$250

(C) Indicates Change

West Donegal Township CONTINUED

(C)

<p>6. Facilities for Pretreatment, Accidental Discharge/Slug Control and/or Monitoring: Customers required to provide facilities for wastewater pretreatment and/or accidental/slug discharge or monitoring will be assessed a charge for the Company to review the plans and operating procedures required by Section D of this rate schedule.</p>	<p>\$800</p>
<p>7. Monitoring Reports: Customers will be assessed a charge for the Company to review each of the reports submitted as required by this rate schedule.</p>	<p>\$200 per report</p>
<p>8. Facility Inspections: Customers that require inspections by the Company for permitting, monitoring, and compliance/noncompliance purposes will be assessed a charge for these services.</p>	<p>\$250 per visit</p>
<p>9. Sampling and Analysis: Customers whose discharge requires the Company to perform or to arrange for compliance monitoring will be assessed a charge for each sampling event and laboratory analysis. This charge may include sampler rental and set-up, sample pick-up or delivery and lab report charges</p>	<p>At cost</p>
<p>10. Noncompliance Repair or Maintenance: Customers causing any violation of these Rates, Rules and Regulations that results in needed repairs or maintenance to the Company's Sewer System will be assessed a charge to reimburse the Company for its expenses. This charge may include, but is not limited to, charges from haulers, cleaning crews, contractors, plumbers, excavations, and vacuum sewer services.</p>	<p>At cost</p>

(C) Indicates Change

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West Donegal Township CONTINUED

(C)

**Section D. Accidental Discharge/Slug Control Plans:** Each Customer shall provide protection from accidental discharges and slug loadings of prohibited materials or other substances regulated under these Rates, Rules and Regulations, or Federal or State regulations. Facilities to prevent accidental or slug discharges of prohibited materials shall be provided and maintained at the Customer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Company for review, and shall be subject to Company approval before construction of the facility. A Customer shall develop and implement an Accidental Discharge/Slug Control Plan when required to do so by the Company. An Accidental Discharge/Slug Control Plan shall address, at a minimum, the following provisions: (1) Description of discharge practices, including non-routine batch discharges. (2) Description of stored chemicals. (3) Procedures for immediately notifying the Sewer System of any accidental or slug discharge. (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents and/or measures and equipment for emergency response. (5) Such other conditions as deemed appropriate by the Company.

**Section E. Wastewater Survey:** When requested by the Company, Customers must submit information on the nature and characteristics of their wastewater by completing a Wastewater Survey within thirty (30) days of the request. The Company is authorized to prepare a form for this purpose and may periodically require Customers to update the survey.

**Section F. Report of Changed Conditions:** (1) Each Customer shall notify the Company of any planned, significant changes to the Customer's operation or system, which might alter the nature, quality or volume of its wastewater at least thirty (30) days before the change occurs. This notification requirement includes anticipated changes in Customer production, which can reasonably be expected to impact the Company Sewer System. For purposes of this requirement, significant changes include, but are not limited to, flow increases of 10 percent (10%) or greater and the discharge of an previously unreported pollutants. (2) The Company may require the Customer to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an Industrial Wastewater Discharge Permit application. (3) The Company may issue an Industrial Wastewater Discharge Permit or notify an existing Industrial Wastewater Discharge Permit in response to changed conditions or anticipated changed conditions. (4) No Customer shall implement the planned changed condition(s) until and unless the Company has responded to the Customer's notice. The Company may require the Customer to undertake a compatibility study to demonstrate to the satisfaction of the Company that the wastewater to be discharged is compatible with the Company wastewater treatment facility, will not affect any requirements imposed upon the Company (including sludge disposal requirements) and will not otherwise adversely affect the Company wastewater treatment facility.

(C) Indicates Change

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West Donegal Township CONTINUED

(C)

**Section G. Report of Potential Problems:** (1) In case of any discharge including, but not limited to, accidental discharge, discharges of a non-routine, episodic nature, a non-customary batch discharge, which may cause potential problems for the Company wastewater treatment facility, a slug discharge, or slug loading, the Customer shall notify the Company immediately by telephone. The notification shall include as a minimum: location of the discharge, type, volume, and concentrations of the waste, and corrective actions taken. (2) A notice shall be permanently posted on the Customer's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1) of this Section. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure. Within five (5) days such discharge, the Customer shall submit to the Company a detailed written report describing the cause of the discharge and the measures to be taken by the Customer to prevent similar future occurrences. Such notifications shall not relieve the Customer from exposure to enforcement action as provided herein or from applicable surcharges. If any discharge causes a situation which results in additional expense for the Company, the responsible Customer shall reimburse the Company for such extra expense. Failure to prevent an accidental discharge or slug loading, to provide notification of an accidental discharge or slug loading, or to submit a plan will result in enforcement action as provided herein.

**Section H. Applicability of Part III, Sections A, B, C, D, E, and L of this Tariff.** Part III, Sections A, B, C, D, E, and L of this Tariff shall apply to the wastewater service customers located in West Donegal Township, with the addition of the following:

Service Outside the West Donegal Township Area. The Company will entertain requests for service from Customers located outside of the West Donegal Township certificated area located in West Donegal Township. However, those Customers, in addition to the standard reservation and operating fees, will be subject to conditions enumerated under Section B, (Construction and Maintenance of Facilities), in this tariff and will receive service only if those Customers build and install main and connector lines to the Company's facilities at their own expense.

# **Exhibit J**

**Estimated Annual Revenue and Expense Figures**  
**for the**  
**Proposed Additional Customers**

York Water is proposing to charge the CIP wastewater customers their current rates, converted from quarterly rates to monthly rates. As such, the Company proposes to charge \$13.89 per 1,000 gallons, subject to a minimum charge of \$58.33, on a monthly basis.

Revenue is based on average monthly consumption of 55,667 gallons.

Average Monthly Revenue per Customer	\$773.22
Number of Customers	32
Total Monthly Revenue	<u>\$24,743.04</u>
Total Annual Revenue	\$296,916.48

The Company expects the expenses for the new Conewago Industrial Park customers to mirror those of the current system.

O & M Expenses (35.5% of revenue)	\$ 115,800
Depreciation (14.2% of revenue)	46,320
General Taxes (2.1% of revenue)	6,850
Income Taxes (5.8% of revenue)	<u>18,920</u>
Total Operating Expenses	\$187,890.21
Operating Income	\$109,026.27

# **Exhibit K**



## The York Water Company

July 13, 2022

West Donegal Township Planning Commission  
c/o Chairman Wayne Miller  
One Municipal Drive  
Elizabethtown, PA 17022

Re: York Water Application to Serve Conewago Industrial Park in a Portion of West Donegal Township, Lancaster County

York Water entered into an Agreement to acquire the water and wastewater assets of the Conewago Industrial Park Water and Sewer Company (CIPWSC) which currently serves Conewago Industrial Park (CIP), in a portion of West Donegal Township, Lancaster County. York Water will file an application with the PA Public Utility Commission (PUC) requesting a certificate of public convenience to furnish water service and wastewater service to the public in the portion of West Donegal Township currently served by CIPWSC. York Water's application requests to expand its water and wastewater charter areas to serve these customers in West Donegal Township.

As part of York Water's request to the PUC, we have been asked to receive input from the Township to determine if York Water's proposed expansion complies with the Township's land use planning.

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

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved?
2. Is there an adopted county comprehensive plan?
3. Is there an adopted multi-municipal or multi-county comprehensive plan?
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance?
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances?
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717) 718-2961 or email: [stevem@yorkwater.com](mailto:stevem@yorkwater.com).

Sincerely,

Steven M. Metzler  
Senior Engineering Project Manager

---

We concur that York Water's Application is consistent with the applicable comprehensive plans and zoning ordinances.

West Donegal Township Signature Bethany Spitzer  
Printed Name/Title Bethany Spitzer, zoning officer Date 7/14/2022

# **Exhibit L**



# The York Water Company

July 13, 2022

Lancaster County Planning Commission  
c/o Mr. Terry Martin, Chair  
Lancaster County Government Center  
150 North Queen Street, Rooms 102/104  
Lancaster, Pennsylvania 17603

Re: York Water Application to Serve Conewago Industrial Park in a Portion of West Donegal Township, Lancaster County

York Water entered into an Agreement to acquire the water and wastewater assets of the Conewago Industrial Park Water and Sewer Company (CIPWSC) which currently serves Conewago Industrial Park (CIP), in a portion of West Donegal Township, Lancaster County. York Water will file an application with the PA Public Utility Commission (PUC) requesting a certificate of public convenience to furnish water service and wastewater service to the public in the portion of West Donegal Township currently served by CIPWSC. York Water's application requests to expand its water and wastewater charter areas to serve customers in West Donegal Township.

As part of York Water's request to the PUC, we must receive input from the County to determine if York Water's proposed wastewater service complies with Lancaster County's land use planning.

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

1. Are there adopted municipal comprehensive plans for the township involved? ✓
2. Is there an adopted county comprehensive plan? ✓
3. Is there an adopted multi-municipal or multi-county comprehensive plan? ✓
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? ✓
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? ✓
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation. ⊗ PLEASE SEE ATTACHED SHEET.

Thank you in advance for your timely review of this request. If you have any questions, please call me at (717) 718-2961 or email: [stevem@yorkwater.com](mailto:stevem@yorkwater.com).

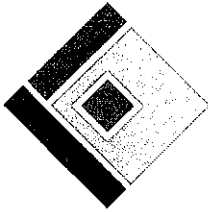
Sincerely,

Steven M. Metzler  
Senior Engineering Project Manager

We concur that York Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Lancaster County Planning Commission Signature Scott W. Stanish

Printed Name/Title SCOTT W. STANISH Date 7/26/22  
EXECUTIVE DIRECTOR



**LANCASTER COUNTY  
PLANNING**  
Lancaster, Pennsylvania

150 N Queen Street | Suite 320 | Lancaster, PA 17603 | 717-299-8333 | lancastercountyplanning.org

**COMPREHENSIVE PLAN  
CONSISTENCY STATEMENT**  
(Appendix B – County Land Use Letter)

<b>Date:</b>	7/26/22	
<b>To:</b>	<b>Contact Person:</b>	Steven M. Metzler
	<b>Email:</b>	stevem@yorkwater.com
	<b>Address 1:</b>	The York Water Company
	<b>Address 2:</b>	130 East Market Street
	<b>City, State, Zip:</b>	York, PA 17401-1219
<b>Re:</b>	<b>Plan/Project:</b>	Application to serve Conewago Industrial Park in a portion of West Donegal Twp.
	<b>Applicant:</b>	The York Water Company
	<b>Municipality:</b>	West Donegal Township

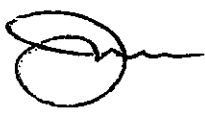
The Lancaster County Board of Commissioners adopted *places2040*, the Lancaster County comprehensive plan, in October 2018.

- The above referenced plan/project **is** consistent with *places2040*, the adopted Lancaster County comprehensive plan.
- The above referenced plan/project is **not** consistent with *places2040*, the adopted Lancaster County comprehensive plan.
- We have **no comment** on the above referenced plan/project.

**Comments (attach additional sheets if necessary):**

While the existing water and sewer service area for the Conewago Industrial Park is outside of the designated growth area (DGA), which is typically not consistent with *places2040*, however since this is just of transfer of ownership involving an existing system with no new infrastructure proposed, we have indicated this project is consistent. In the future when West Donegal and surrounding municipalities assess the existing DGA, this area outside the DGA should be considered in that assessment.

*NOTE: Zoning, subdivision and land development, stormwater, and floodplain approvals are under the jurisdiction of the municipality, not the County of Lancaster.*

<b>Name:</b>	 Mark Huber Senior Planner	<b>Address:</b>	Lancaster County Planning Department 150 North Queen Street, Suite 320 Lancaster, Pennsylvania 17603
<b>Email:</b>	MHuber@co.lancaster.pa.us	<b>Phone:</b>	717-299-8333

LOCK PDF

SUBMIT FORM

For office use only

# Exhibit M

# Commonwealth of Pennsylvania

## Department of Environmental Protection

*In accordance with the  
State Board for Certification of Water and Wastewater Systems Operators  
and the Regulations of the  
Department of Environmental Protection*

**GROVER E BURACKER**

*Is Hereby Authorized to Operate*  
**WASTEWATER SYSTEM**

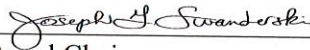
**Class: A,E, Wastewater**  
**Subclass: 1,2,3,4,5**

**Client ID: 317481**

**GROVER E BURACKER**  
**2309 FAIRWAY DR**  
**YORK PA 17408-9454**

Issue Date Jan 1, 2021  
Expiration Date Dec 31, 2023

**Certificate No. S19041**

  
Board Chairman

# **Exhibit N**



# The York Water Company

October 3, 2022

Dear Conewago Industrial Park Customer:

The York Water Company recently entered into an agreement to purchase the water facilities and the wastewater facilities of the Conewago Industrial Park. York Water will apply to the Pennsylvania Public Utility Commission (PUC) for a Certificate of Public Convenience in order to serve the water and wastewater needs of your industrial park. Following our applications with the PUC, you will be billed on a single bill for water and wastewater service by York Water. Once approved, our goal is to provide a smooth transition to Conewago Industrial Park's current water and sewer customers.

York Water will acquire and continue to use Conewago's water treatment plant and distribution system as well as Conewago's wastewater treatment plant and collection system. York Water will continue to meter your water usage to calculate your water bill, and your sewer bill will be based upon your water usage. While York Water will initially rely upon the existing water meters and metering technology, we intend to replace your water meter with one that is compatible with York Water's existing metering platform. Replacing the meter will include the installation of a state-of-the-art "Drive-by and Remote Radio Frequency" meter-reading system and verification of backflow prevention for each customer. The meter installation will be done at no cost to you, however, all commercial and industrial customers shall at its own cost have an approved backflow prevention device installed. The water meter and meter-reading device will remain York Water property. We expect approval from the PUC and transition to York Water service to be completed by April 2023.

As a current Conewago Industrial Park water and sewer customer, there is nothing you will need to do to initiate water service or sewer service, nor will you incur any additional costs. Once approved by the PUC you will receive a follow-up letter informing you of the transition date. Until that time, you are still customers of Conewago Industrial Park, and you should contact their office for any water-related or sewer-related questions.

## Water Charges:

Once you become a customer of York Water, you will be charged for water based on our regular "Repumped System Rates" for water service. These are the same rates that our other 38,000 repump customers pay for water service. As an example, as an industrial customer, assuming you have a 1" meter and use 55,667 gallons of water per month, your cost under York Water's rates will be \$384.46 per month, plus there may be a Distribution System Improvement Charge (DSIC) and a State Tax Adjustment Surcharge (STAS) which are currently 4.91% and 0.0% of your bill respectively. Water rates for our commercial and residential customers are different from our industrial customers. While the full tariff and rate schedule for York Water's water rates can be found at [www.yorkwater.com](http://www.yorkwater.com), we attached an extract from our tariff for your convenience. Please note that the customer charge is based on the size of water meter serving your property.

## Sewer Charges:

Once you become a customer of York Water, you will be charged for sewer based upon the current rates in place with Conewago Industrial Park - \$13.89 per 1,000 gallons of water usage; subject to a minimum charge of \$175.00 per calendar quarter. York Water bills both water and sewer on a monthly basis, therefore subject to PUC approval, the minimum monthly sewer charge would be \$58.30.

The York Water Company has been locally owned and operated since 1816. We now provide water/wastewater service to 54 municipalities in York, Adams and Franklin Counties and we look forward to providing the same superior service to our new water and sewer customers currently being served by Conewago Industrial Park. We have attached a general information letter, which responds to commonly asked questions. When the PA PUC approves the transfer, we will contact you with more detailed information on what it means to be a York Water customer. In the meantime, if you have any questions about this information or need additional information about the transition of water and sewer service through The York Water Company, please don't hesitate to contact me at [markw@yorkwater.com](mailto:markw@yorkwater.com) or one of the Company's helpful customer service representatives at (717) 845-3601.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M.A. Wheeler', written in a cursive style.

Mark A. Wheeler  
Chief Operating Officer

# **The York Water Company**

## **Conewago Industrial Park Water and Sewer Project**

**October 3, 2022**

**Dear Conewago Industrial Park Water and Sewer Customer:**

The York Water Company has entered into an agreement to purchase the Conewago Industrial Park water and sewer systems. Following are a few commonly asked questions:

**1. Why did Conewago Industrial Park sell the water and sewer systems?** One of the reasons that the systems are being sold is because environmental regulations are making it more difficult for small utility systems to operate. Conewago Industrial Park reviewed their options and determined that selling the systems to The York Water Company is the best alternative for the long term needs of their customers.

**2. When do I become a York Water customer?** Probably not for another 5-6 months or so. We will send out a “Welcome Packet” when that date gets closer.

**3. Who must hook up to the new systems?** All current customers of Conewago Industrial Park will automatically become customers of The York Water Company.

**4. What work must I do to hook up?** Once we have approval from the PUC, we will contact you to make an appointment so that we can:

- 1) Inspect and exchange the water meter and inspect the backflow prevention device within your property.
- 2) Install a “Radio Frequency” meter reading device so that we can read your water meter without entering your property.

We will make an appointment to inspect and exchange the meter and inspect your backflow prevention and we will need to make sure somebody responsible is at the property so that when we turn the water service back on, you can check inside to make sure there are no leaks. We will do all of these activities at no cost to you. However, you will be responsible for ensuring that the water meter is accessible and protected from freezing weather and other possible damage.

**5. I see York Water employees around the area, what are they doing?** We will have workers and contractors that are marking the location of facilities and inventorying valves, service lines, meter pits, clean outs, etc. on both the water distribution and sanitary sewer collection systems.

**6. Are there any water connection fees or sewer transfer fees?** No.

**7. How much does the water cost?** We read your meters and bill you monthly. Your water bill will depend on how much water you use. York Water’s current monthly cost for an industrial water customer with a 1” meter who uses 55,667 gallons per month is: \$31.50 customer charge plus \$7.401 for the first 5,000 gallons, \$6.288 for the next 45,000 gallons and \$5.824 for the remaining 5,000 gallons, totaling \$384.46. In addition, your water bill may include a small Distribution System Improvement Charge (DSIC) and a State Tax Adjustment Surcharge (STAS) which currently add 4.91% and 0.0% respectively to your monthly water bill. Water rates for our commercial and residential customers are different than our industrial customers. While the full tariff and rate schedule for York Water’s water rates can be found at [www.yorkwater.com](http://www.yorkwater.com), we attached an extract from our tariff for your convenience. Please note that the customer charge is based on the size of water meter serving your property. Any future rate increases can only occur with the approval of the Pennsylvania Public Utility Commission. A copy of our rates and our Tariff may be found by visiting our web page at [www.yorkwater.com](http://www.yorkwater.com).

**8. How much does the sewer cost?** Your sewer bill will be based upon the monthly water meter reading, using the rates that are in place with Conewago Industrial Park today. Your sewer bill will depend on how much water you use, charged at a rate of \$13.89 per 1,000 gallons of water usage; subject to a minimum charge of \$58.30 per billing month. As an example, if you use 55,667 gallons per month your cost will be \$773.21 per month. In addition, your sewer bill may include a State Tax Adjustment Surcharge (STAS) which currently adds 0.0% to your monthly sewer bill.

Sewer rates for our commercial and residential customers are different than our industrial customers. Any future rate increases can only occur with the approval of the Pennsylvania Public Utility Commission. A copy of our rates and our Tariff may be found by visiting our web page at [www.yorkwater.com](http://www.yorkwater.com).


**8. Who do I call for information?**

You will still be a Conewago Industrial Park customer for the next 5-6 months, so if you have any questions regarding your existing water or sewer service, you should contact them. If you want to talk about this project with York Water, you can contact our Customer Service Department at 717-845-3601 or toll free at 1-800-750-5561 or email to [customer.service@yorkwater.com](mailto:customer.service@yorkwater.com).

## VERIFICATION

I, Mark A. Wheeler, Chief Operating Officer of The York Water Company, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

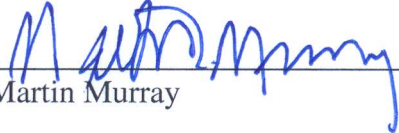
Date: March 6, 2023

  
\_\_\_\_\_  
Mark A. Wheeler

## VERIFICATION

I, Martin Murray, President of Conewago Industrial Park & Sewer Company, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: March 6, 2023

  
Martin Murray