
Devin Ryan

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File #: 1

March 5, 2025

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 507 and 1102(a)(1) of the Public Utility Code, for approval of the right
of THE YORK WATER COMPANY to (1) assume a municipal agreement with West
Manheim Township and (2) begin to offer, render, furnish, or supply wastewater
service to the public in an additional contiguous portion of West Manheim Township,
York County, Pennsylvania
Docket Nos. A-2025-_____
U-2025-_____**

Dear Secretary Chiavetta:

Enclosed for filing is the above-captioned Application of The York Water Company (“York Water”) 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 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 Pennsylvania Public Utility Commission’s (“Commission”) ShareFile folder for confidential filings.

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

Rosemary Chiavetta, Secretary
March 5, 2025
Page 2

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

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

Copies will be provided per the attached Certificate of Service.

Respectfully submitted,



Devin Ryan
Principal

DR/dmc
Attachments

cc: Certificate of Service

CERTIFICATE OF SERVICE

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

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

Mike Bowersox
Manager, West Manheim Township
2412 Baltimore Pike
Hanover, PA 17331

Department of Environmental Protection
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17101

Wade Gobrecht
Director of Planning and Development
York County Office of Planning
28 East Market Street, #216
York, PA 17401

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

Martin Hill/Jim Piet
Woodhaven Homes
5109 Baltimore Pike
Littlestown, Pennsylvania 17340

Bureau of Investigation and Enforcement
PA Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor West
Harrisburg, PA 17105-3265

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

Dated: March 5, 2025



Devin T. Ryan, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION OF :
THE YORK WATER COMPANY, Under :
Sections 507 and 1102(a)(1) of the Public Utility :
Code for approval of the right of The York Water :
Company to (1) assume a municipal agreement : Docket Nos. A-2025-_____
with West Manheim Township and (2) begin to : U-2025-_____
offer, render, furnish, or supply wastewater service :
to the public in an additional contiguous portion of :
West Manheim Township, York County, :
Pennsylvania :

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Name and Address of Applicant:

THE YORK WATER COMPANY
130 East Market Street
York, PA 17401

2. Name and Address of Applicant's Attorneys:

Devin T. Ryan, Esq.
Post & Schell, P.C.
One Oxford Centre
301 Grant Street, Suite 3010
Pittsburgh, PA 15219
dryan@postschell.com

Michael W. Hassell, Esq.
Megan E. Rulli, Esq.
Post & Schell, P.C.
17 North Second Street – 12th Floor
Harrisburg, PA 17101-1601
mhassell@postschell.com
mrulli@gmail.com
For The York Water Company

3(a). Brief Corporate History and Purpose:

Under Special Act of the Assembly of February 8, 1816, The York Water Company (“York Water” or the “Company”) was incorporated under the laws of the Commonwealth of Pennsylvania on February 23, 1816, for the purpose of supplying water in the 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 wastewater service is now being rendered as more fully set forth in Paragraph 4 below and **Exhibit A**.

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, 1990¹, February 28, 1994², May 20, 1996, March 3, 1997³, May 1, 2004⁴, and September 11, 2006. The Company’s Articles of Incorporation were amended on May 3, 2010, when York Water was initiating wastewater services.⁵ The amended and restated Articles authorize the Company to provide wastewater service in the area that is the subject of this Application.

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

York Water now furnishes wastewater service to the public in the majority of its franchised wastewater territory, as described more fully in Paragraph 4 below. By this Application, York Water seeks to expand its wastewater service territory to encompass both (i) the Joshua Hill Farm development that is being developed by Woodhaven Building and Development, Inc. and Joshua

1 Microfiche #9033866-903870
2 Microfiche #09415.0349-0352
3 Microfilm #09719.1725-1727
4 Microfilm #200035.389-392
5 Microfilm #8524-8528

Investments, LLC (collectively, “Woodhaven”), will consist of 132 dwelling units, and will be constructed in five phases; and (ii) limited parcels between the border of York Water’s existing territory and the Joshua Hill Farm parcels. To provide wastewater service to the Joshua Hill Farm development, York Water will construct a wastewater treatment plant (“WWTP”) on a parcel deeded from Woodhaven and a pump station on the adjacent Werner tract of land (“Werner Pump Station”), along with sewer collection mains, laterals, access points, and pumping stations necessary for wastewater collection and conveyance (“Collection System”). Additionally, York Water would assume Woodhaven’s obligations under a 2005 agreement with West Manheim Township, under which 100 equivalent dwelling units (“EDUs”) of the design capacity for the WWTP serving the Joshua Hill Farm development would be reserved to serve failing systems as previously identified in West Manheim Township.

3(c). Amount of Stock and Bonds:

York Water has authorized 46,500,000 shares, and the total issued and outstanding is 14,386,282 shares of Common Stock as of December 31, 2024, with no stated par value. 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.

Outstanding as of December 31, 2024, are the following 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
3.10% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Refunding Bonds, Series B of 2019, due 2038 (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
5.50% Senior Notes, due 2053 (Securities Certificate No. S-2022-3036828 of 2023)	40,000,000
5.67% Senior Notes, due 2054 (Securities Certificate No. S-2023-3043389 of 2024)	40,000,000

4. Location of Existing Service Area:

York Water is now furnishing wastewater service to the public in portions of thirteen (13) municipalities in York County, a portion of one (1) municipality in Adams County, a portion of one (1) municipality in Lancaster County, and a portion of three (3) municipalities in Franklin County. *See Exhibit A* (Map of Current Wastewater Territory.) The wastewater community served has an estimated

population of approximately 16,700 as of December 31, 2024, with wastewater service furnished to approximately 6,682 customers as of December 31, 2024.⁶

5. Proposed Expansion of Service Territory:

York Water proposes to expand its service territory to begin to offer or furnish wastewater service to the public in an additional portion of West Manheim Township, York County, Pennsylvania. A map showing the location and boundary of the proposed expansion is attached as **Exhibit B**. A metes and bounds description of the expanded territory is included as **Exhibit C**. The additional proposed service area is contiguous to York Water's existing certificated service area and encompasses an area of approximately 0.68 square miles.

The proposed expansion of York Water's wastewater service territory will enable York Water to serve additional customers; in particular, 132 single family residences within the Joshua Hill Farm development that is being constructed by Woodhaven in five phases. York Water has proposed to expand its wastewater service territory to include the entire development and limited parcels between the current boundary of York Water's territory and Joshua Hill Farm. The proposed additional certificated service area has been discussed with West Manheim Township and the York County Planning Commission. Consistency letters received from West Manheim Township and the York County Planning Commission are attached as **Exhibits D and E**, respectively.⁷

⁶ All such 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.

In addition, York Water is now furnishing water service to the public in the major portion of its franchised territory which contains all or portions of 55 municipalities across four (4) counties (**Exhibit A**). The water community served has an estimated population of approximately 212,000 as of December 31, 2024, with water furnished to 72,415 customers as of December 31, 2024. Of these, there were 4,525 commercial customers, 299 industrial customers, 65,805 residential customers, and 1,786 public, bulk, and fire protection customers.

⁷ York Water notes that the consistency letter from the York County Planning Commission is only advisory in nature.

Following approval of this expansion, York Water will construct necessary facilities as described in the Master Agreement for Wastewater System, attached as **Exhibit F (CONFIDENTIAL)**. This will be a “satellite system” and will not be connected to York Water’s wastewater collection system in the Township upon construction thereof. Subsequent extensions of facilities within the proposed expanded service area will be undertaken in accordance with the attached Master Agreement, attached as **Exhibit F (CONFIDENTIAL)**. York Water is already certificated to provide water service in the proposed expanded service area. York Water will render wastewater bills based on the readings from its water meters on a monthly basis. York Water will charge its “West Manheim Township Area” rates for wastewater in the territory covered by this Application. *See Supp. No. 20 to Wastewater – PA P.U.C. No. 1, Third Revised Page No. 4(a)*. Currently, there are no homes built in the development.

No other municipal or public wastewater utilities are located near this proposed territory expansion area. No competitive condition will arise as a result of this requested territory expansion.

6. Additional Capital Requirements:

The current estimated cost of wastewater facilities for all five phases of the development is \$27,574,500, consisting of \$21,886,000 for the wastewater treatment plant,⁸ \$1,451,000 for the Werner Pump Station, and \$4,237,500 for the Collection System. In accordance with the Master Agreement, Woodhaven will pay a contribution equal to 4.28% of the WWTP’s costs (i.e., approximately \$936,721 (“WWTP Share”)) toward the construction of the WWTP in exchange for an allocation of 132 EDUs for the development. The 4.28% equals the percentage of the WWTP’s design capacity (3,083 EDUs) that will be allocated to Woodhaven (132 EDUs). Woodhaven’s contribution toward the WWTP will be split into two payments, with the first payment equal to 50% of the WWTP

⁸ This treatment facility would be constructed in phases, with the initial foundational treatment facility, requiring most of the investment, constructed at the outset and future capacity capable of being constructed in successive phases as needed.

Share, and the second payment equal to the remaining 50% of the WWTP Share plus or minus any amount to true-up the total contribution from Woodhaven to 4.28% of the actual costs incurred to construct the WWTP.

For the Werner Pump Station, Woodhaven will pay a contribution equal to 29.0% of the Werner Pump Station's costs (i.e., \$420,790 ("Pump Station Share")) toward the construction of the Werner Pump Station. That percentage is based on Woodhaven's share of 132 EDUs divided by the Werner Pump Station's design capacity of 455 EDUs.⁹ The details of the Werner Pump Station construction are set forth in the agreement at **Exhibit F (CONFIDENTIAL)**, secured by the Werner Pump Station easement, attached hereto as **Exhibit G**. York Water shall apply the cost of the Phase V Collection System any amount by which the amount paid by Woodhaven for the Pump Station Share exceeds the final actual cost. York Water will not be required to start construction of the Werner Pump Station until Woodhaven is ready to commence development of Phase V of the Joshua Hill Farm development.

As for the Collection System, York Water shall provide Woodhaven with the estimated cost of the completion of the Collection System for each phase ("Phase Cost") before commencing construction of the Collection System for that phase. Prior to York Water starting construction, Woodhaven shall post a guarantee acceptable to York Water for each Phase Cost provided in York Water's estimate. Upon completion of each phase, York Water will provide an actual cost of that phase to Woodhaven. If the actual cost exceeds the estimate, Woodhaven will pay the deficiency to York Water. If the actual cost is less than the estimate, the difference shall be applied to the next phase.

Woodhaven has transferred the deed to the treatment plant lot to York Water. *See* **Exhibit**

H.

⁹ Only 32 EDUs from Phase 3 of the Joshua Hill Farm development will be conveyed through the Werner Pump Station; the balance of the Joshua Hill Farm EDUs will be conveyed via gravity.

Apart from any upfront contributions from Woodhaven, the costs for the wastewater facilities 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.

7. Plant in Service:

Financial Statements of York Water for are attached hereto as **Exhibits I, J, and K**. **Exhibit I** (Plant in Service) is a summary, by major plant category, of used and useful plant in service of York Water as of September 30, 2024. **Exhibit J** (Balance Sheet) is a balance sheet of York Water as of September 30, 2024, which provides the capitalization of the Company. **Exhibit K** (Income Statement) is the income statement of York Water as of September 30, 2024.

8. Map of Service Area:

A map of the proposed York Water wastewater service territory is included in **Exhibits B and B-1**. York Water proposes that the additional wastewater service territory include the parcels as depicted. The metes and bounds description of the expanded wastewater service territory is included as **Exhibit C**.

9. Future Capacity:

The proposed expansion will be serviced by the WWTP that has an ultimate design capacity of 3,083 EDUs. Therefore, there will be adequate wastewater treatment capacity for the proposed development and expanded territory. The design capacity is planned (to be constructed in phases as needed) for future development and in case Penn Township either declines or is unable to

continue to provide or sell more treatment capacity for West Manheim Township or the costs to convey to Penn Township become unsustainable.¹⁰

10. Rates for Service:

York Water will charge its “West Manheim Township Area” rates for wastewater service in the territory covered by this Application or such later rates which may hereafter be approved by the Commission. The “West Manheim Township Area” rates are found in the Company’s Commission-approved Wastewater Tariff. *See* Supp. No. 20 to Wastewater – PA P.U.C. No. 1, Third Revised Page No. 4(a).

A calculation of the estimated annual revenue and expense figures for the proposed, additional customers is attached as **Exhibit L** (Estimated Revenue & Expenses).

11. Profit and Loss Statement:

Attached as **Exhibit K** is York Water’s Income Statement for the 12 months ended September 30, 2024.

12. Compliance with DEP Requirements:

York Water is in good standing with the Pennsylvania Department of Environmental Protection (“DEP”) and in general compliance with DEP regulatory requirements related to the provision of public wastewater service. The Company is not required to comply with 25 Pa. Code § 109.503(a)(3), and no business plan is required. Subject to Commission approval of the Application, Grover E. Buracker, employee of York Water, will be the Certified Wastewater Operator for the Wastewater System. The current Water System Operator License for Grover E. Buracker is attached hereto as **Exhibit M** (Operator License).

¹⁰ Penn Township treats wastewater from the existing West Manheim Township collection system, which is owned and operated by York Water. Penn Township has historically reluctantly sold treatment capacity to serve West Manheim Township customers. Penn Township has expressed no interest in selling any additional capacity to York Water for West Manheim Township customers beyond what is currently contracted.

Woodhaven has applied for and received a National Pollutant Discharge Elimination System (“NPDES”) Permit #PA0261343 to design and operate wastewater collection, treatment, and discharge services to include a WWTP, pumping stations, collection pipes, and manholes to serve the Joshua Hill Farm development. Woodhaven will assign to York Water, to the extent assignable, its NPDES Permit and all other permits and approvals issued to Woodhaven applicable to the WWTP, Werner Pump Station, and/or Collection System.¹¹

13. Potential Competitive Condition:

No corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by York Water in the territory covered by this Application, and no competitive condition will be created. Woodhaven already received approval from the Township and DEP and has obtained construction permits for the construction of the wastewater systems within the development. Upon approval of this Application, the developer will transfer the permits to York Water. *See* note 11, *supra*.

14. Facilities for Furnishing Service:

York Water will initially construct wastewater facilities in accordance with the Master Agreement (**Exhibit F (CONFIDENTIAL)**), additional facilities will be constructed for future phases to provide service to 132 customers, and others as requested. *See* **Exhibit F (CONFIDENTIAL)**.

York Water will use the Wastewater System Assets described in the Master Agreement to provide wastewater collection and treatment service to the customers located in Joshua Hill Farm. York Water will operate and manage the provision of wastewater service to those customers from its Main Office in York, Pennsylvania. The system is approximately 26 miles (on roadways) from the

¹¹ York Water plans to redesign the treatment facilities and refine the design of the collection system in accordance with the Company’s design standards. This requires modification of those permits, about which York Water is already working with the DEP.

Main Office and will be operated by full-time York Water employees 24/7. York Water has an existing operational presence and wastewater professionals in the area, as York Water currently provides wastewater service to customers in West Manheim Township and is the water provider in its certificated territory in West Manheim Township. The acquisition will easily incorporate into existing York Water wastewater operations. The following York Water wastewater facilities are in the vicinity:

<u>York Water WW Facilities</u>	<u>Location</u>	<u>Distance from Joshua Hill Site</u>
Joshua Hill	to YWC Offices	26 miles (roadway)
Joshua Hill	to W Manheim system	2 miles

York Water is not anticipating any physical, operational, or managerial changes of York Water’s operations as a result of the territory expansion or service to Joshua Hill Farm, apart from any described previously in this Application. Future improvements and changes will be evaluated and planned for wastewater collection and treatment systems as needed.

15. Municipal Agreement with West Manheim Township:

Woodhaven is a party to an agreement with West Manheim Township dated June 2, 2005 (“2005 Agreement”), pursuant to which Woodhaven is required to provide up to 100 EDUs of treatment capacity for existing homes which have failing on-site sewage systems. That agreement will be assigned to York Water at closing, and York Water shall assume the obligations of Woodhaven under that agreement. *See Exhibit N* (Assignment Agreement). In anticipation of West Manheim Township agreeing to such assignment and assumption, York Water is requesting Commission approval pursuant to Section 507 of the Public Utility Code so that the Company can be assigned the 2005 Agreement and assume Woodhaven’s obligations thereunder at closing. A copy of the 2005 Agreement is attached as **Exhibit O**.

16. Approval's Necessity and Propriety:

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

(a) The developer has a need for wastewater service to serve a projected 132 homes in the proposed development. The developer also considered constructing the necessary wastewater facilities and applying to the Commission for a certificate of public convenience to offer regulated wastewater services to the 132 customers. That application would have created a new Commission-regulated wastewater utility, which would have had no experience in owning, operating, and maintaining a wastewater system in Pennsylvania. Moreover, the developer plans to complete this project and likely retire after a long career of residential development investment and management. The developer's agreement and preference to have York Water construct and operate the facilities will ensure that the customers are consistently served by a dedicated, experienced, and locally-owned wastewater utility with over 200 years of utility experience.

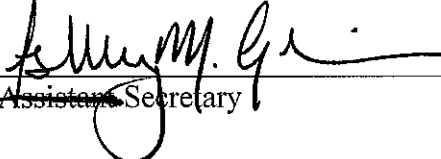
(b) One hundred of the EDUs of the WWTP will be allocated for failing systems in West Manheim Township under the 2005 Agreement that, subject to West Manheim Township's consent and agreement, will be assigned to and assumed by York Water. West Manheim Township will identify the exact residential properties to connect, and under the agreement, is obligated to run the main to the Werner Pump Station. To date, West Manheim Township has not addressed these systems to York Water's knowledge. Based upon recent conversations with West Manheim Township officials, the 100 EDUs are still needed and perhaps more will be connected ultimately. York Water has maintained a very open communication with West Manheim Township and its engineer and will continue to do so to provide service where needed.

(c) York Water's existing facilities and resources are nearby and can provide a rapid and local response; and

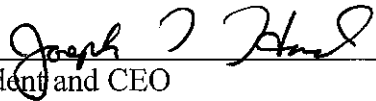
(d) York Water has the managerial and technical capacity to comply with the requirements of both the United States and Pennsylvania Safe Drinking Water Acts, the benefits of which are thereby assured to the proposed customers.

WHEREFORE, The York Water Company respectfully requests that the Pennsylvania Public Utility Commission approve this Application pursuant to Sections 507 and 1102(a)(1) of the Public Utility Code and authorize the Company to assume a municipal agreement with West Manheim Township and begin to offer, render, furnish, or supply wastewater service to the public in an additional portion of West Manheim Township, York County, Pennsylvania.

ATTEST:

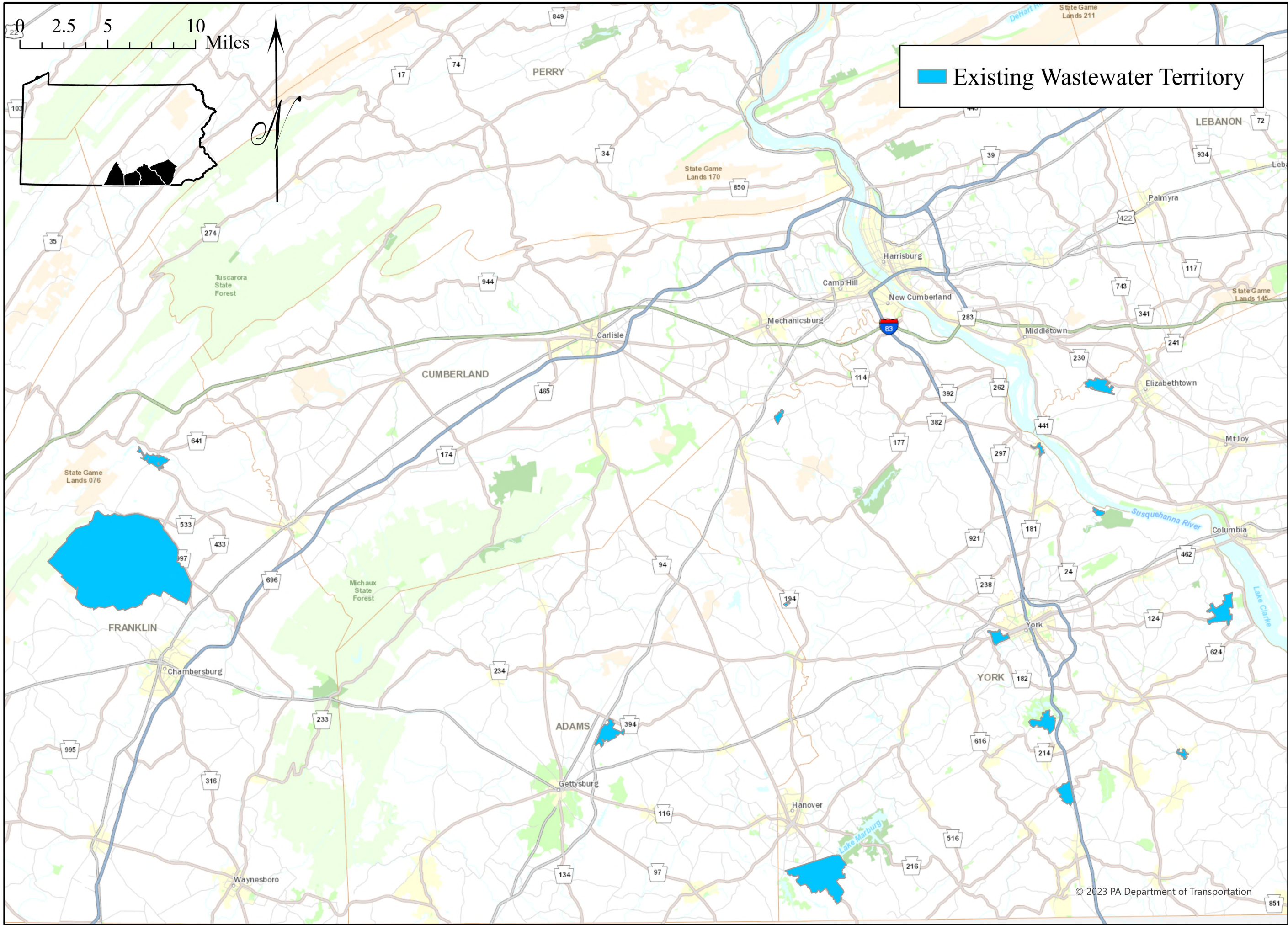

Assistant Secretary

THE YORK WATER COMPANY

By 
President and CEO

By 
Counsel for THE YORK WATER COMPANY

EXHIBIT A



The York Water Company
 130 E. Market St.
 York, Pa 17401
 (717) 845-3601



Title: Exhibit A: TYWC's Chartered Wastewater Territory

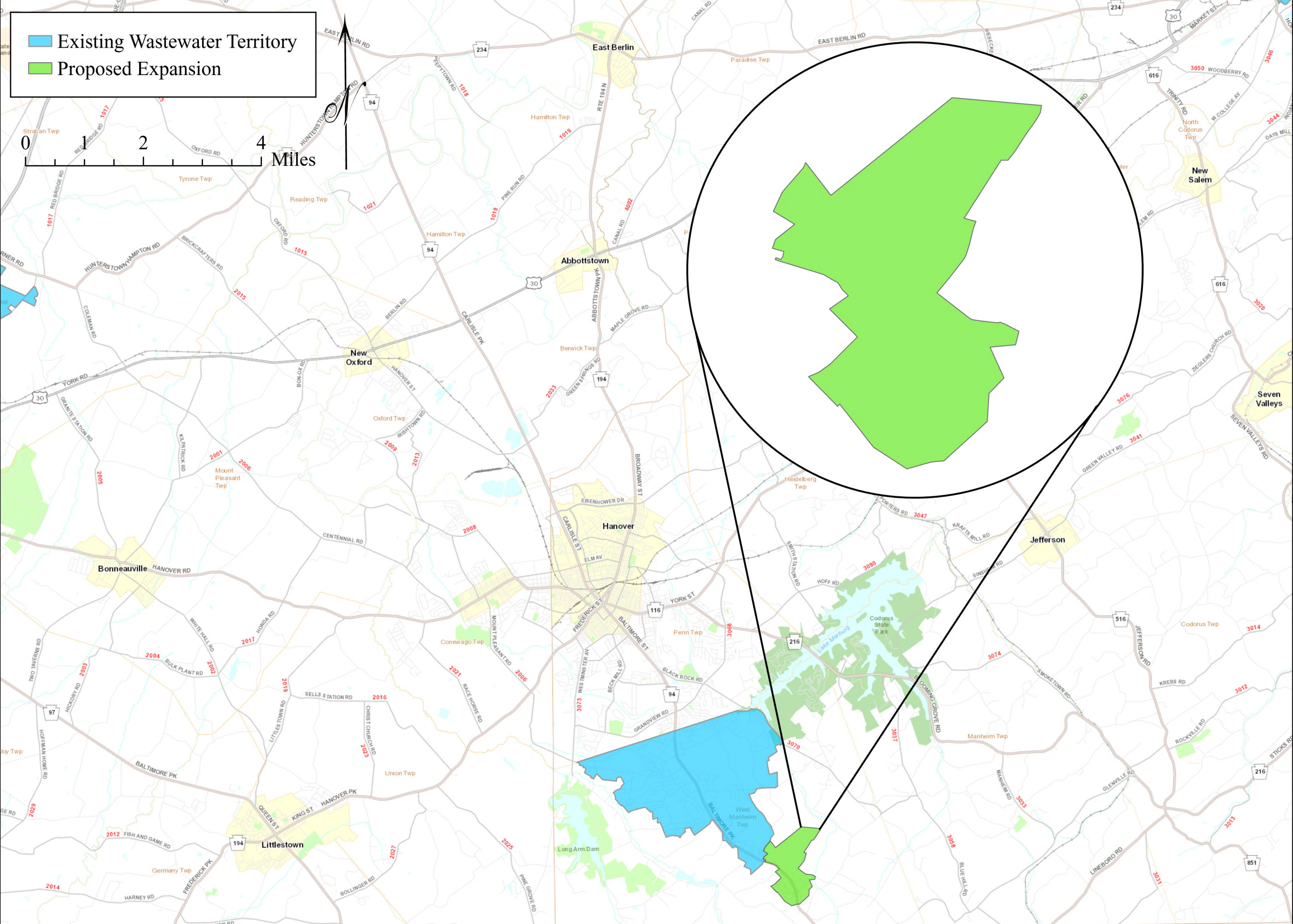
Scale: 1 IN = 5 MI

Drawn By: Jason Heitmann

Date: February 12th, 2025

Checked By: Alexandra Chiaruttini

EXHIBIT B



■ Existing Wastewater Territory
■ Proposed Expansion

0 1 2 4 Miles



The York Water Company
 130 E. Market St.
 York, Pa 17401
 (717) 845-3601



Title: Exhibit B-1: Portion of Existing Territory & Proposed Expansion

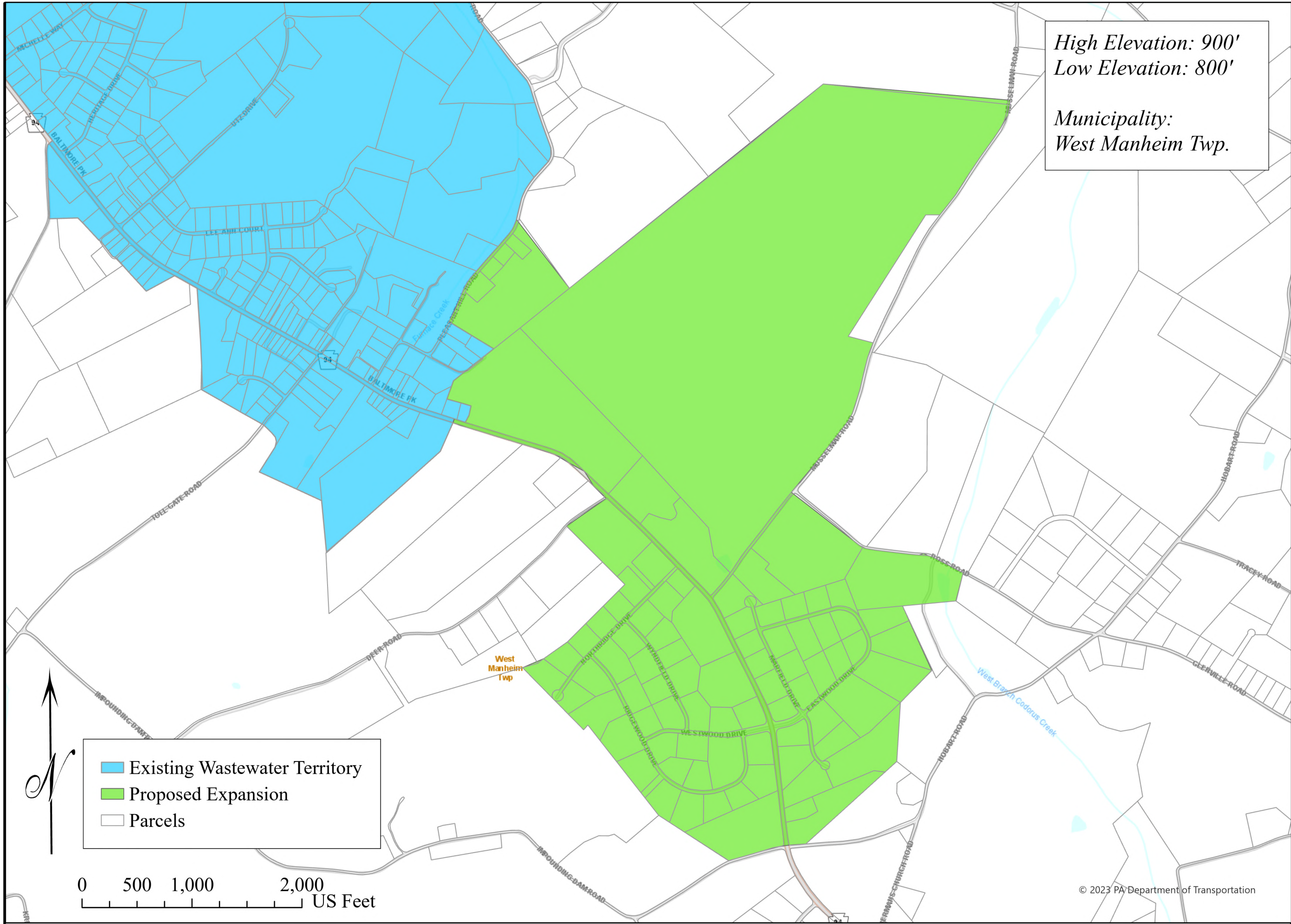
Scale: 1 IN = 1.5 MI

Drawn By: Jason Heitmann

Date: February 12th, 2025

Checked By: Alexandra Chiaruttini

EXHIBIT B-1



The York Water Company
 130 E. Market St.
 York, Pa 17401
 (717) 845-3601

Title: Exhibit B-2: Proposed Territory Expansion

Scale: 1 IN = 800 FT
Date: February 12th, 2024

Drawn By: Jason Heitmann
Checked By: Alexandra Chiaruttini

EXHIBIT C

Line	Direction	Distance (ft.)
1	N20°01'58.	62.8
2	S37°35'43.	789.5
3	N51°09'35.	2964
4	S85°01'54.	1708.2
5	S9°20'59.8	139.3
6	S30°02'08.	134.8
7	S33°15'25.	101.6
8	S35°48'33.	222.9
9	S33°45'42.	158.6
10	S32°34'03.	250.7
11	S37°57'29.	128.8
12	S38°30'14.	100.4
13	S89°59'26.	129
14	S32°32'04.	1310.9
15	S75°28'36.	234.3
16	S20°35'52.	141.3
17	S14°29'49.	70.5
18	S13°43'39.	95.5
19	S13°00'59.	132.4
20	S16°52'50.	92.7
21	S17°48'10.	138.3
22	S28°46'30.	78
23	S37°25'05.	186.7
24	S37°39'08.	289.8
25	S39°55'56.	354.2
26	S52°05'53.	719.4
27	S52°10'12.	65.2
28	S62°44'05.	61.2
29	S80°25'50.	101.6
30	S83°06'01.	69.6
31	S83°06'00.	61.1
32	S83°06'02.	43.6
33	S83°38'05.	74.9
34	S83°38'05.	52.9
35	S83°38'06.	52.3
36	S86°04'42.	38.8
37	N70°28'46.	41.8
38	S62°57'43.	42.4
39	S73°33'23.	44.3
40	S62°24'59.	314.4
41	S14°24'13.	263.4
42	S84°40'31.	487.7
43	S24°24'02.	644.1

44 S44°18'01.	407.8
45 S3°34'53.9	537.9
46 S47°46'16.	142.6
47 S47°46'16.	974.1
48 S85°59'02.	146.8
49 S82°09'00.	96.8
50 S75°23'37.	146.1
51 S73°38'58.	149.3
52 S74°18'10.	144.9
53 S71°15'37.	36.7
54 N57°01'51.	759.7
55 N38°04'14.	1043.9
56 S41°49'45.	58.2
57 N44°31'26.	792.7
58 N66°54'10.	208.2
59 N54°48'52.	266.2
60 N45°00'00.	460.3
61 N44°59'59.	278.5
62 N44°59'59.	288.5
63 N45°00'00.	463.4
64 N55°07'37.	439.2
65 N45°06'23.	161.8
66 N31°57'24.	156.6
67 N61°19'51.	155.4
68 N59°21'45.	156.8
69 N72°07'46.	215
70 N73°23'24.	150.2
71 N72°58'25.	284.2
72 N73°24'46.	193.7
73 N71°28'12.	124.2
74 N18°20'15.	38.5
75 S71°14'04.	104.6
76 N27°43'30.	77.2
77 N11°55'21.	84.9
78 N74°11'55.	228.5
79 N19°46'40.	176.5
80 N51°35'32.	467.4
81 N58°38'40.	476
82 N24°48'08.	259.7
83 N25°11'53.	123
84 N34°07'50.	38.9
85 N38°01'13.	38.7
86 N40°32'07.	45.2
87 N40°32'07.	20.8

88	N41°15'33.	298.3
89	N40°31'04.	181.3
90	N30°39'46.	35.9
91	N27°09'28.	19.4

EXHIBIT D



The York Water Company

January 30, 2025

West Manheim Township Planning Commission
2412 Baltimore Pike
Hanover, PA 17331

Re: York Water Company Application to Provide Wastewater Service to the Joshua Hill Farm Residential Development in West Manheim Township, York County

York Water Company, a private utility, has entered into an Agreement to design and construct a wastewater collection and treatment system to serve the planned Joshua Hill Farm residential community. York Water Company will file an application with the PA Public Utility Commission (PUC) requesting a certificate of public convenience to furnish wastewater service to the public within the Joshua Hill Farm community in a portion of West Manheim Township. York Water Company's application requests to expand its wastewater charter area to serve the future West Manheim Township customers the Joshua Hill Farm community.

We are requesting input from the Township to determine if York Water's proposed expansion (i.e. construction of wastewater collection and treatment facilities) 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? YES
2. Is there an adopted county comprehensive plan? YES
3. Is there an adopted multi-municipal or multi-county comprehensive plan? NO
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? YES
5. Is the proposed project consistent with these comprehensive plans, Act 537 Plan, and/or zoning ordinances? YES PLAN WAS CONSISTENT AT THE TIME IT WAS SUBMITTED.
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) 718-2949 or email: alexc@yorkwater.com.

Sincerely,

Alexandra Chiaruttini, Chief Administrative Officer

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

West Manheim Township Signature

Printed Name/Title MICHAEL BOWERSOX

Date 3/4/2025

Please return this completed form to alexc@yorkwater.com. Thank you.

EXHIBIT E



"That good York water"
SINCE 1816

The York Water Company

44-25
RECEIVED
FEB 21 2025
YORK COUNTY
PLANNING COMMISSION

January 30, 2025

York County Planning Commission
28 East Market Street
York, PA 17401-1580

Re: York Water Company Application to Provide Wastewater Service to the Joshua Hill Farm Residential Development [#52-000-AE-0071] in West Manheim Township, York County

York Water Company, a private utility, has entered into an Agreement to design and construct a wastewater collection and treatment system to serve the planned Joshua Hill Farm residential community. York Water Company will file an application with the PA Public Utility Commission (PUC) requesting a certificate of public convenience to furnish wastewater service to the public within the Joshua Hill Farm community in a portion of West Manheim Township. York Water Company's application requests to expand its wastewater charter territory in West Manheim Township to serve the future Joshua Hill Farm community.

We are requesting input from the County to determine if York Water's proposed expansion (i.e. construction of wastewater collection and treatment facilities) complies with the County'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) 718-2949 or email: alexc@yorkwater.com .

Sincerely,

Alexandra Chiaruttini, Chief Administrative Officer

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

York County Planning Signature _____

Please see County Land use letter

Printed Name/Title _____

Date _____

Please return this completed form to alexc@yorkwater.com. Thank you.

PLANNING
 COMMISSION

COUNTY LAND USE LETTER

Date: February 27, 2025

To: York Water Company
 Attn: Alexandra Chiaruttini, Chief Admin Officer
 130 East market Street
 York, PA 17401

From: York County Planning Commission

Re: York Water Company application to provide wastewater service to the Joshua Hill Farm Residential Development [#52-000-AE-0071] in West Manheim Twp; YCPC File #44-25

The County of York states that it:

It has adopted a county or multi-county comprehensive plan. If yes, please provide a date of adoption:

It has not adopted a county or multi-county comprehensive plan.

If applicable:

The above-reference project:

Is consistent with the adopted county or multi-county comprehensive plan.

Is not consistent with the adopted county or multi-county comprehensive plan.

Additional Comments (attach addition sheets if necessary):

The Joshua Hill Farm community is located in an Established Rural Area, where public sewer is discouraged unless necessary to address an existing public health hazard. West Manheim's Draft Comprehensive Plan Update, which is pending adoption, continues to designate the subject area as Farming/Rural for future use and it is likewise outside the Township's Designated Growth Area.

Submitted by:

Name	Pamela Shellenberger
Title	Chief, Long Range Planning Division
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	<i>Pamela Shellenberger</i>
Date	February 27, 2025
cc:	

Sean P. Kenny
 Chairman

James J. Morris
 Vice Chairman

Matthew Chronister
 Secretary

David Gonzalez
 Treasurer

Brian Brenneman

Thomas W. Earp

Walter A. Kuhl

Bruce Miller

Terry Ruby

Wade A. Gobrecht
 Director

Jeffrey L. Rehmyer II
 Solicitor

EQUAL
 OPPORTUNITY
 EMPLOYER

CONFIDENTIAL
EXHIBIT F

EXHIBIT G

Prepared By: Ronald L. Hershner, Esquire
Stock and Leader, LLP
Susquehanna Commerce Center East
221 West Philadelphia Street, Suite 600
York, PA 17401
Phone: (717) 846-9800
(Please return to same upon recording)

Tax Parcel No.: 52000AE00730000000
3140 Baltimore Pike
West Manheim Township

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT –
SANITARY SEWER FACILITIES

THIS PERMANENT AND TEMPORARY EASEMENT AGREEMENT FOR SANITARY SEWER FACILITIES (the “Agreement”) is made this 6th day of June, 2023, between **DALE J. WERNER and JOYCE E. WERNER, husband and wife,, the ESTATE OF CLYDE L. WERNER, and JOAN E. WERNER, single woman, all being adult** individuals, of West Manheim Township, York County, Pennsylvania, owners of property located in West Manheim Township, York County, Pennsylvania, affected by the construction, maintenance, operation and repair of a pump station and sanitary sewer line, described below, and **THE YORK WATER COMPANY**, a public utility and a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 130 East Market Street, York, Pennsylvania 17401, its successors and assigns (“Grantee”):

WITNESSETH:

WHEREAS, Grantee desires to undertake a project to construct a public sanitary sewer collection system within portions of West Manheim Township, York County, Pennsylvania to serve the proposed Joshua Hill Farm development and future development; and

WHEREAS, Grantee owns certain real property upon which a portion of the public sanitary sewer collection system, including a pump station, sewer mains, laterals, fittings and appurtenances is intended to be constructed; and

WHEREAS, as a part of such sanitary sewer project, Grantor intends to construct a new pump station and sanitary sewer lines and necessary appurtenances and fittings on a portion of Grantor’s property; and

WHEREAS, Grantor is willing to grant and convey this Permanent and Temporary Construction Easement to Grantee as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollar (\$10.00), the receipt whereof is hereby acknowledged, the mutual promises and covenants set forth herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. Grantor hereby grants and conveys unto Grantee the easement and uninterrupted right-of-way at all times and from time to time to construct, install and lay, and thereafter, use, operate, inspect, repair, maintain, replace, enlarge and remove portions of a public sanitary sewer system, including but not limited to a pump station, sewer mains and laterals, fittings and appurtenances, as may be necessary or convenient for the operation of same, across, under, upon, over and through the lands of Grantor, as more specifically identified as "60' x 90' Permanent Easement" ("Permanent Easement"), as generally shown on the Grantee's plan prepared by The York Water Company, dated February 8, 2023 titled "Exhibit A-6 [All Easements]", attached hereto as **Exhibit "A"** and incorporated herein by reference. (the "Plan") and more specifically shown on **Exhibit "B"** titled "Exhibit A-2 [60' x 90' Permanent Easement]", attached hereto and incorporated herein by reference, subject to the terms, covenants and conditions stated in this Agreement, together with all rights of ingress, egress and regress necessary or convenient for the full and complete use by Grantee of the rights granted hereby as shown generally on the Plan and more specifically shown on **Exhibit "C"** titled Exhibit A-4 [Permanent Access Easement], attached hereto and incorporated herein by reference.
3. Further, at all times and from time to time during the period of construction only, Grantor grants and conveys to Grantee the easement and uninterrupted right-of-way across, under, upon and over the portion of the Property shown and marked as "TEMPORARY CONSTRUCTION EASEMENT AREA" ("Construction Easement") on the Plan and as more specifically shown on **Exhibit "D"** titled "Exhibit A-3 [Temporary Construction Easement]", attached hereto and incorporated herein by reference, in order to construct, lay and install a sanitary sewer line, together with all fittings and appurtenances as may be necessary or convenient for the operation of the same, to serve the proposed Joshua Hill Farm development and future development. Subject to the terms, covenants and conditions stated in this Agreement, the Construction Easement is granted together with all rights of ingress, egress and regress necessary or convenient for the full and complete use by Grantee of the rights granted hereby, including the right to clear and keep cleared of all trees, roots, brush and other obstructions from the surface or subsurface. The Construction Easement shall expire one (1) year after the date of completion of the construction project.
4. Upon expiration of the Construction Easement, Grantee will repair and restore surface features within the Construction Easement area to a condition at least equal to that immediately existing before any work was done on behalf of Grantee.
5. Grantee agrees that Grantor shall have no costs associated with any construction contemplated herein, including design and permitting, and such work shall be solely at Grantee's expense.

6. The sum of money stated above together with the other terms and conditions herein is full and complete compensation for any and all damage to the property or a property interest of the Grantor caused by the Grantee, its agents or employees as a result of the construction, repair and operation of the portions of the sanitary sewer project.

7. All design excavation, installation and construction completed hereunder, including, but not limited to repair and restoration of streets, sidewalks and curbs shall be completed in accordance with West Manheim Township ordinances and regulations. All construction and maintenance will be completed in accordance with Grantee's standards and specifications and in compliance with all regulations to which Grantee is subject. Further, all such design, excavation, installation, construction, repair and restoration work shall be completed at Grantee's sole cost and expense.

8. It is the intention of and is agreed to by the parties hereto, their successors and assigns, that none of the sanitary sewer pump station, sewer mains or laterals, fittings or appurtenances thereto, now or at any time hereafter installed by the Grantee shall be deemed to be or shall become a part of the real estate or shall be subject to any mortgage, lien or encumbrance thereon, but rather, the same shall remain the personal property of the Grantee, its successors and assigns.

9. The parties hereto have taken all requisite action necessary to enter into this Agreement.

10. At all times, Grantee, its agents, employees and contractors shall be fully insured against losses caused by the exercise of Grantee's rights hereunder. The Grantee shall indemnify, defend, protect, save and hold harmless Grantor from and against any and all claims, demands, losses, costs, obligations, liabilities, damages and reasonable attorneys' fees as a result of third party claims, including claims, fines and orders of governmental or administrative agencies ("Losses") that Grantor may incur or suffer by reason of the exercise of the rights granted by this Agreement to Grantee, its agents, employees and contractors, except where such Losses are the result of the gross negligence, intentional misconduct or omissions of Grantor or its agents, employees, tenants, invitees, contractors and subcontractors.

11. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives; and said easement shall run with the land.

12. This Agreement shall be deemed to have been made in the Commonwealth of Pennsylvania and shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.


[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties hereto have executed or caused to be executed these presents the day and year first above written.

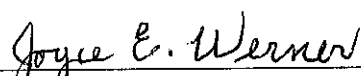
Witness:

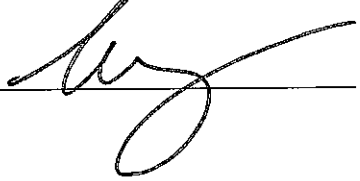
GRANTOR:

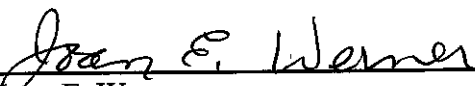



Dale J. Werner

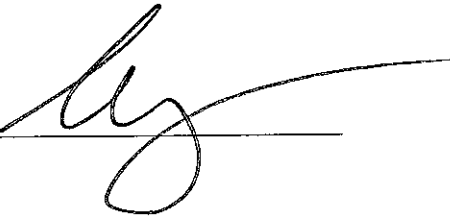



Joyce E. Werner




Joan E. Werner

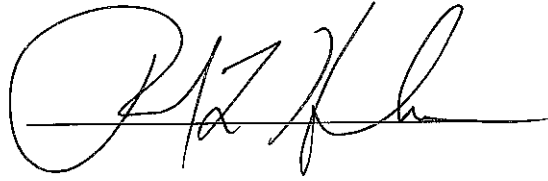
ESTATE OF CLYDE L. WERNER

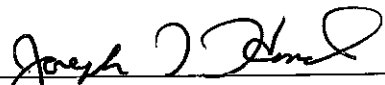


By: 
Joan E. Werner, Executrix

Witness:
~~ATTEST:~~

GRANTEE:
THE YORK WATER COMPANY



By: 
~~(Vice)~~ President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF York : SS

On the 6th day of June, 2023, before me, a Notary Public, personally appeared Dale J. Werner and Joyce E. Werner, husband and wife, known to me or satisfactorily proven to be the persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial Seal.

Commonwealth of Pennsylvania - Notary Seal
Stacie A. Coppersmith, Notary Public
York County
My commission expires October 10, 2024
Commission number 1030875
Member, Pennsylvania Association of Notaries

Stacie A. Coppersmith
Notary Public

My commission expires: 10/10/2024

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF York : SS

On the 6th day of June, 2023, before me, a Notary Public, personally appeared Joan E. Werner, individually, and as Executrix of the Estate of Clyde L. Werner, deceased, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial Seal.

Commonwealth of Pennsylvania - Notary Seal
Stacie A. Coppersmith, Notary Public
York County
My commission expires October 10, 2024
Commission number 1030875
Member, Pennsylvania Association of Notaries

Stacie A. Coppersmith
Notary Public

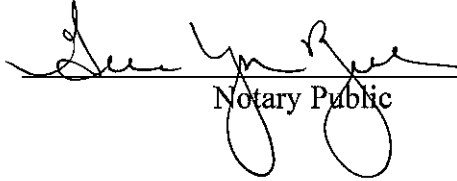
My commission expires: 10/10/2024

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF YORK :

On this, the 25th day of August, 2022, before me, a Notary Public in and for said County and Commonwealth, the undersigned officer, personally appeared Joseph T. Hand, who acknowledged himself to be the President of The York Water Company and that he as such officer, being authorized to do so, executed the within instrument for the purposes therein contained.

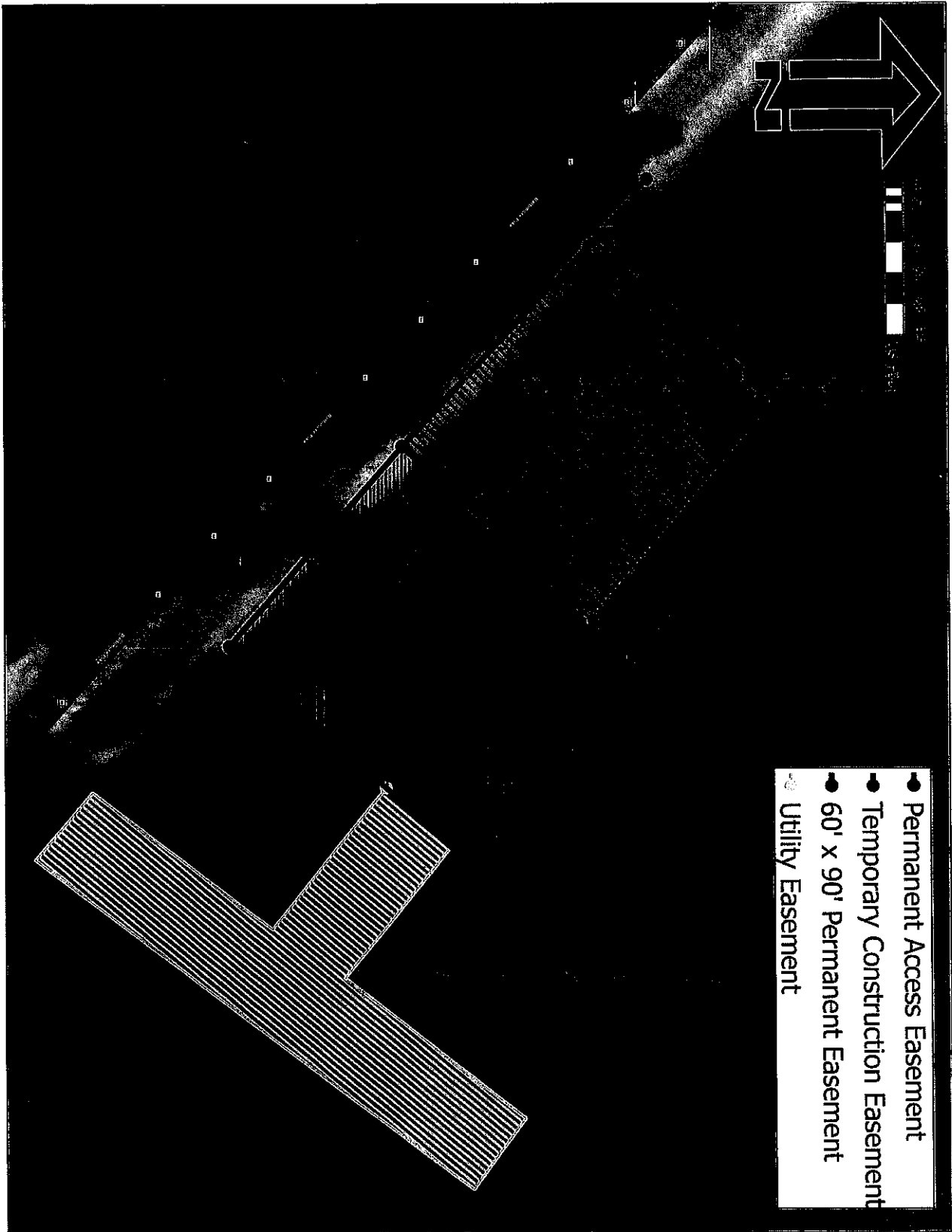
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
Geri Lynn Benzel, Notary Public
York County
My commission expires July 28, 2025
Commission number 1144176
Member, Pennsylvania Association of Notaries



Notary Public

My commission expires: 7/28/2025



The York Water Company



130 E. Market St.
York, Pa.
17401

"That good York water" (717) 845-3601

Title: Exhibit A-6 [All Easements]

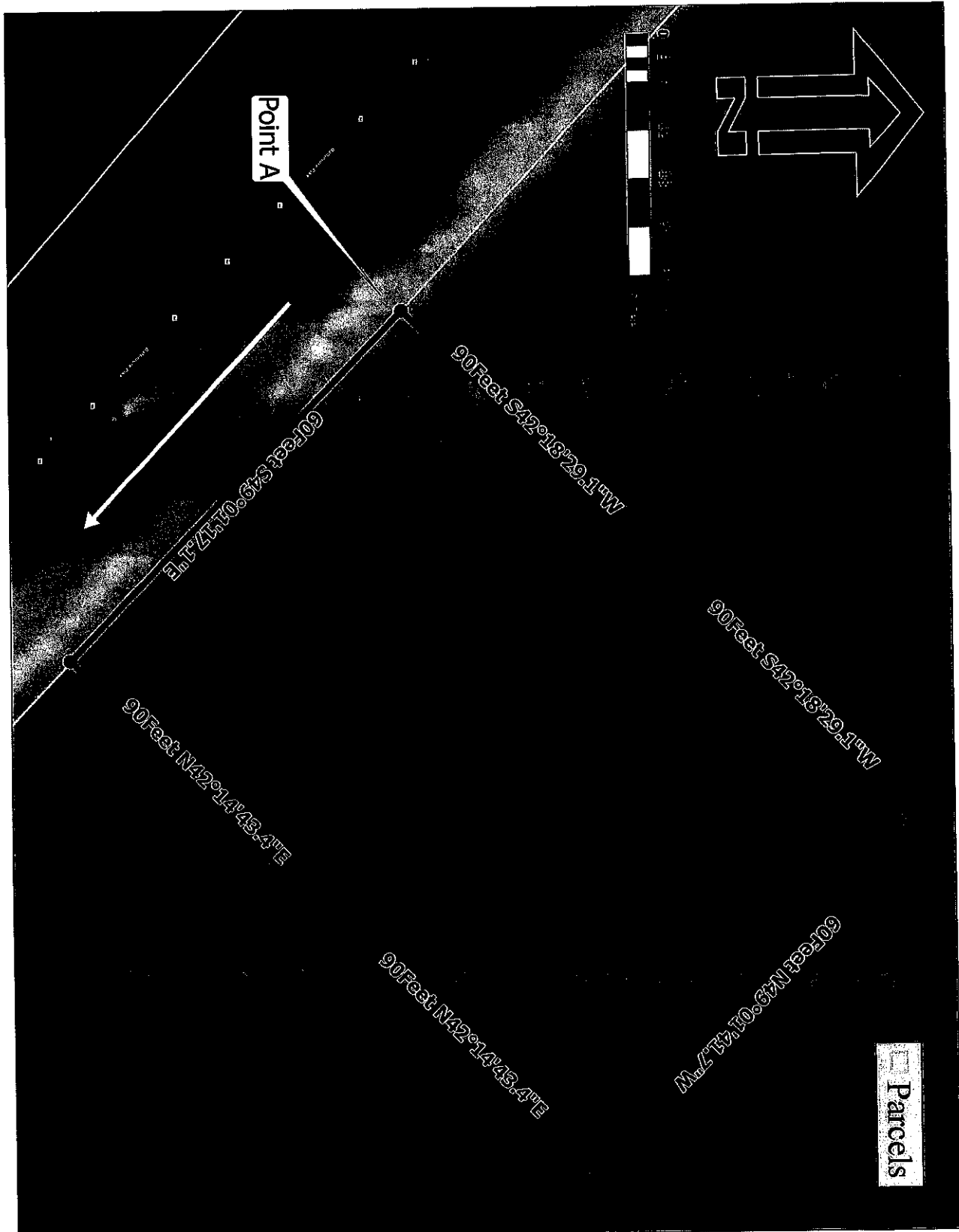
Scale: 1:110

Drawn By: Jason Heitmann

Date: February 8th, 2023

Checked By: Andrew Prosser

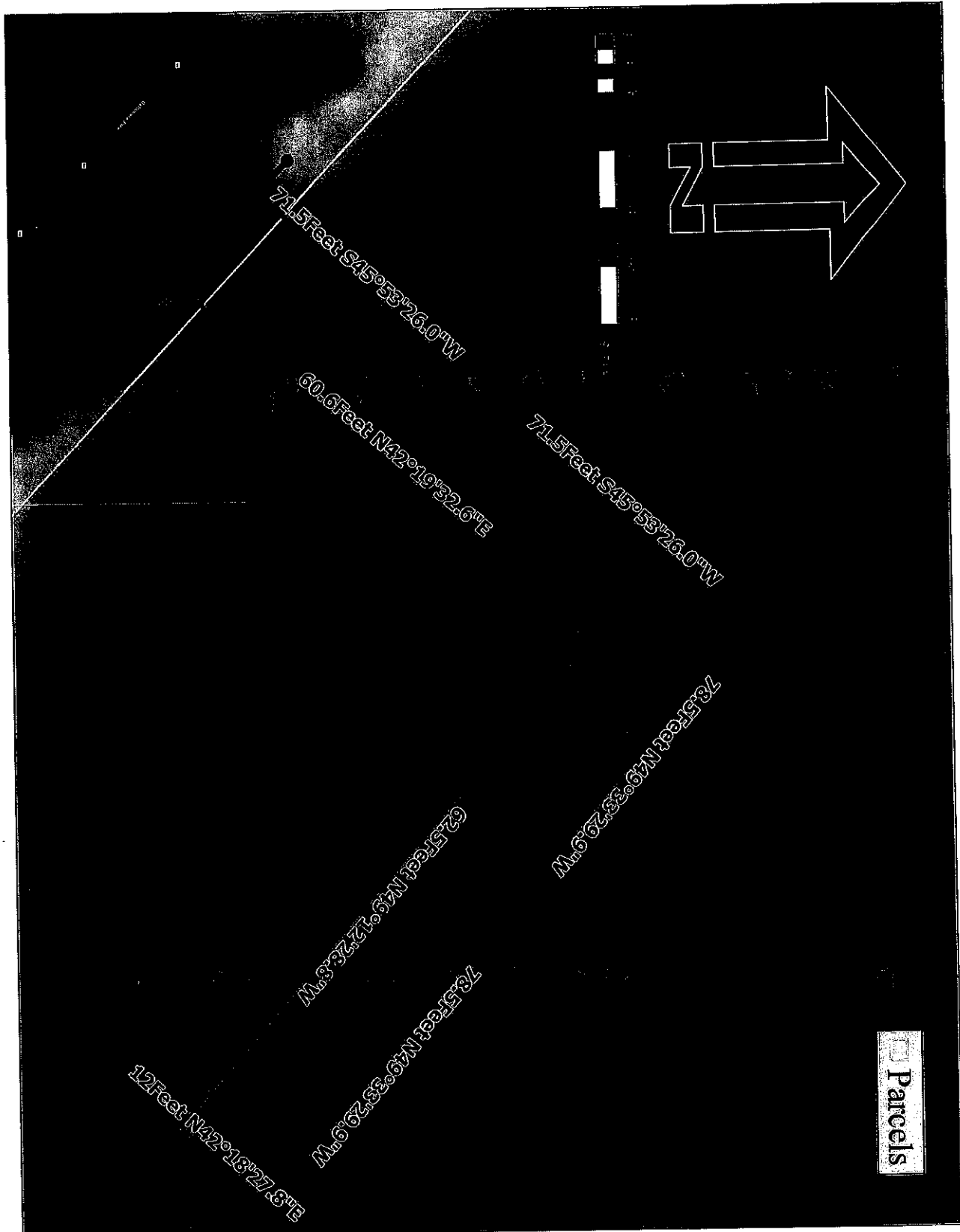
**Exhibit
A**



The York Water Company
 130 E. Market St.
 York, Pa. 17401
 (717) 845-3601

Title: Exhibit A-2 [60' x 90' Permanent Easement]	
Scale: 1:60	Drawn By: Jason Heitmann
Date: February 8th, 2023	Checked By: Andrew Prosser

Exhibit B



Parcels


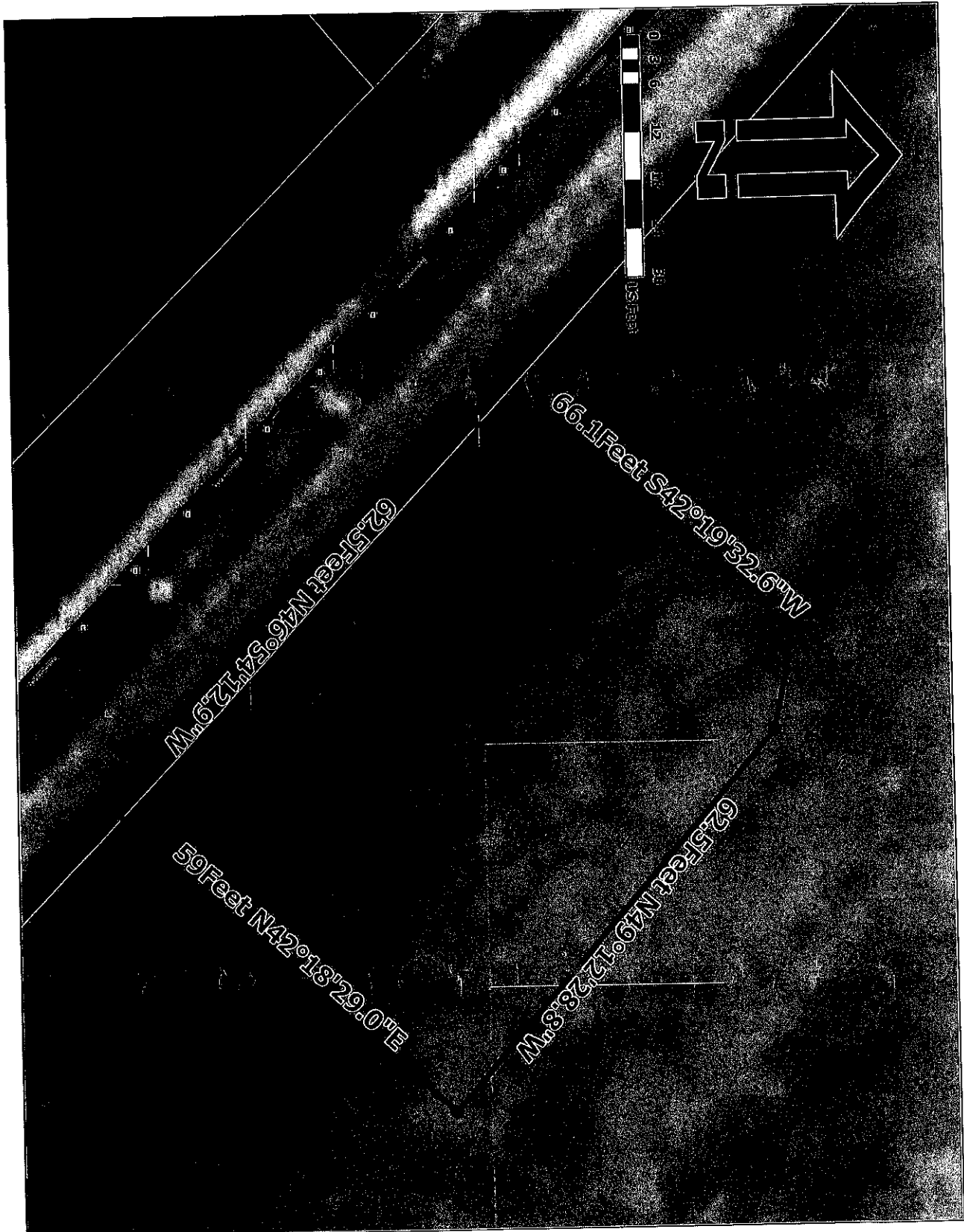
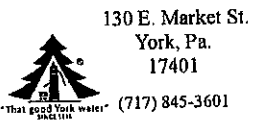
<p>The York Water Company</p> <p>130 E. Market St. York, Pa. 17401</p> <p> (717) 845-3601</p>	<p>Title: Exhibit A-4 [Permanent Access Easement]</p>	
	<p>Scale: 1:50</p>	<p>Drawn By: Jason Heitmann</p>
	<p>Date: February 8th, 2023</p>	<p>Checked By: Andrew Prosser</p>

Exhibit
C



The York Water Company



130 E. Market St.
York, Pa.
17401
(717) 845-3601

Title: Exhibit A-3 [Temporary Construction Easement]

Scale: 1:60

Drawn By: Jason Heitmann

Date: February 8th, 2023

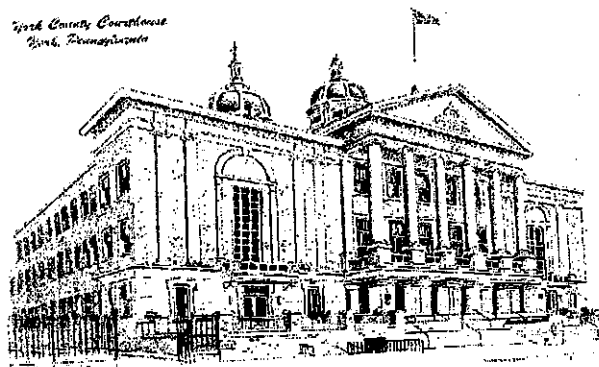
Checked By: Andrew Prosser

Exhibit
D

YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Laura Shue - Recorder
Tina M. Channell - Deputy

*York County Courthouse
York, Pennsylvania*



Instrument Number - 2023033082
Recorded On 8/28/2023 At 4:00:29 PM
* Instrument Type - EASEMENT AGREEMENT
Invoice Number - 1551484
* Grantor - WERNER, DALE J
* Grantee - YORK WATER COMPANY
User - CND
* Customer - STOCK AND LEADER

Book - 2794 Starting Page - 5862
* Total Pages - 11

* Received By: ERECORD

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$19.00
RECORDING FEES	\$25.50
PIN NUMBER FEES	\$10.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$60.00

York County UPI Certification On August 28, 2023 By JV PARCEL IDENTIFICATION NUMBER 52000AE00730000000 Total Parcels: 1

I Certify This Document To Be
Recorded In York County, Pa.



Laura Shue
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 2794 Page: 5872

EXHIBIT H

UPI No.: 52-000-BE-0121.00-00000
Address: Musselman Road, West Manheim Township

DEED

THIS DEED made the day 12th day of September, in the year Two Thousand Twenty- Four (2024)

BETWEEN: JOSHUA INVESTMENTS, LLC, a Maryland limited liability company,

GRANTOR

AND

THE YORK WATER COMPANY, a Pennsylvania corporation and public utility,

GRANTEE

WITNESSETH, that in consideration of One Dollar (\$1.00), in hand paid, and other good and valuable consideration the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns,

ALL THAT CERTAIN TRACT OF LAND situate in West Manheim Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a 1 ½” steel rod found in Musselman Road (T-309) at the most northeasterly corner of the parcel about to be described, a common corner with lands now or formerly of Robert Lee and Christine Duvall Holtz and lands now or formerly of Robert W. Reichart;

Thence by said Reichart lands South 35 Degrees 57 Minutes 51 Seconds West 1,650.00 feet to a 5/8” rebar with Sharrah Design Group, Inc. (SDGI) cap set, a common corner with lands now or formerly of Joshua Investments, LLC;

Thence by said Joshua Investments, Inc. lands the following five courses and distances:

- 1) North 54 Degrees 02 Minutes 09 Seconds West 130.00 feet to a 5/8” rebar with SDGI cap set;
- 2) North 20 Degrees 52 Minutes 51 Seconds East 490.00 feet to a 5/8” rebar with SDGI cap set;
- 3) North 35 Degrees 08 Minutes 13 Seconds West 253.19 feet to a 5/8” rebar with SDGI cap set;
- 4) North 15 Degrees 35 Minutes 37 Seconds East 357.79 feet to a 5/8” rebar with SDGI cap set;

- 5) North 15 Degrees 27 Minutes 10 Seconds West 394.06 feet to a 5/8" rebar with SDGI cap set on line of lands of the aforementioned Robert Lee and Christine Duvall Holtz lands;

Thence by said Holtz lands South 82 Degrees 57 Minutes 35 Seconds East 1,062.13 feet to **THE PLACE OF BEGINNING.**

CONTAINING: 16.979 +/- ACRES

The above description was taken from a Plat prepared by Sharrah Design Group, Inc., which Plat is dated 22 May 2024, last revised 09 July 2024, File No. 2278 and Drawing No. "SUB01 YWC", which Plat is recorded in the York County Recorder of Deeds Office in Book 2842 at Page 10480.

UNDER AND SUBJECT, NEVERTHELESS, to the conditions, easements, restrictions and reservations of record, and those visible upon the subject premises.

IT BEING a portion of the same premises which Foggy Bottom Farms, Inc. by deed dated January 30, 2004 and recorded in the York County Recorder of Deeds Office in Book 1630 at Page 7034, granted and conveyed unto Joshua Investments, LLC., a Pennsylvania limited liability company, Grantor herein.

AND that the said Grantor does hereby warrant specially the property hereby conveyed.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

WITNESS:

JOSHUA INVESTMENTS, LLC

Shannon Kline

By Jennifer H. Buczyn

Name: Jennifer H. Buczyn
Title: Vice President/Authorized Member

~~COMMONWEALTH OF PENNSYLVANIA~~ :
State of Maryland : SS.
COUNTY OF ~~YORK~~ Carroll :

ON this, the 12 day of September, 2024, before me, the undersigned officer, personally appeared Jennifer H. Buczyn, known to me (or satisfactorily proven) to be the Vice President and Authorized Member of Joshua Investments, LLC, and that she as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Joshua Investments, LLC by herself as Vice President and Authorized Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Shannon Kline
Notary Public

I hereby certify that the precise residence and complete post office address of the Grantees herein is 130 East Market Street York PA 17401.

[Signature]
Attorney for Grantee



REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid: Book: Page: Instrument Number: Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document 09/12/2024 Grantor(s)/Lessor(s) Joshua Investments, LLC Telephone Number NA Grantee(s)/Lessee(s) The York Water Company Telephone Number NA Mailing Address 4175 Hanover Pike City Manchester State MD ZIP Code 21102 Mailing Address 130 East Market Street City York State PA ZIP Code 17401

SECTION II REAL ESTATE LOCATION

Street Address Musselman Road City, Township, Borough West Manheim Township County York School District South Western School Tax Parcel Number 52-000-BE-0121.00-00000

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO 1. Actual Cash Consideration 1.00 2. Other Consideration + 0.00 3. Total Consideration = 1.00 4. County Assessed Value 46,240.00 5. Common Level Ratio Factor x 1.87 (York) 6. Computed Value = 86,468.80

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00 1b. Percentage of Grantor's Interest in Real Estate 100.00 % 1c. Percentage of Grantor's Interest Conveyed 100.00 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Estate File Number) Transfer to a trust. (Attach complete copy of trust agreement and all amendments.) Transfer from a trust. (Attach complete copy of trust agreement and all amendments.) Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.) Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.) Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.) Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.) Statutory corporate consolidation, merger or division. (Attach copy of articles.) Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Ronald Hershner, Esquire | Stock and Leader, Attorneys At Law Telephone Number (717) 846-9800 Mailing Address 221 West Philadelphia Street, Suite 600 City York State PA ZIP Code 17401

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete. Signature of Correspondent or Responsible Party Date 12/03/2024

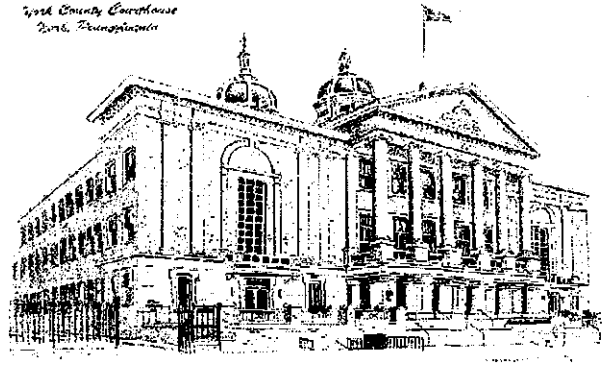
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

York County Courthouse
York, Pennsylvania



YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Laura Shue - Recorder
Tina M. Channell - Deputy

Instrument Number - 2024047942
Recorded On 12/4/2024 At 4:20:09 PM
* Instrument Type - DEED
Invoice Number - 1603663
* Grantor - JOSHUA INVESTMENTS LLC
* Grantee - YORK WATER COMPANY
User - JLC
* Customer - STOCK AND LEADER

Book - 2857 Starting Page - 1425
* Total Pages - 5

* Received By: ERECORD

*** FEES**

STATE TRANSFER TAX	\$864.69
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES	\$15.00
AFFORDABLE HOUSING	\$11.50
PIN NUMBER FEES	\$10.00
BLIGHT DEMOLITION FUND	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
SOUTHWESTERN SCHOOL	\$432.35
REALTY TAX	
WEST MANHEIM TOWNSHIP	\$432.34
TOTAL PAID	\$1,826.63

York County UPI Certification
On December 4, 2024 By JV

PARCEL IDENTIFICATION NUMBER
52000BE0121000000
Total Parcels: 1

I Certify This Document To Be
Recorded In York County, Pa.



Laura Shue
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 2857 Page: 1429

EXHIBIT I

**THE YORK WATER COMPANY
UTILITY PLANT**

	As of <u>September 30, 2024</u>
Organization	\$ 8,574
Franchises and consents	4,918
Water rights	39,972
Reservoir land	883,813
Power and pumping land	1,085,621
Purification land	1,751,022
Transmission & distribution land rights-of-way	143,356
Distribution reservoir and standpipe land	631,665
Office land	115,023
Stores, shop and garage land	135,845
Collecting and impounding reservoirs	54,146,873
Lake, river and other intakes	3,674,995
Wells and springs	176,016
Supply mains	8,949,956
Other water source structures	326,277
Power and pumping structures	17,909,557
Purification buildings	5,240,485
Office buildings	1,707,524
Stores, shop and garage buildings	3,210,728
Miscellaneous structures and improvements	533,773
Power generation equipment	3,110,467
Oil engine pumping equipment	1,315,001
Electric pumping equipment	6,370,438
Scada system	698,223
Purification system	21,178,547
Distribution reservoirs and standpipes	29,436,748
Mains and accessories	274,650,563
Services	60,010,263
Meters	21,928,327
Fire hydrants	12,297,955
Backflow preventors	680,639
Office furniture and equipment	13,370,264
Transportation equipment	2,935,600
Stores equipment	235,551
Shop equipment	67,092
General equipment	1,017,066
Tractor	34,370
Laboratory equipment	185,659
Construction equipment	220,225
Communication equipment	3,569,495
Miscellaneous equipment	542,340
Wastewater organization	3,273
Wastewater collection land	203,176
Wastewater pumping land	325,915
Wastewater treatment land	368,574
Wastewater treatment structures	11,982,739
Wastewater power generation equipment	781,473
Wastewater collection sewers	25,081,855
Wastewater services	4,255,899
Wastewater pumping equipment	1,026,542
Wastewater treatment and disposal equipment	7,355,585
Wastewater monitoring equipment	235,234
Wastewater detention pond	2,682
Wastewater outfall lines	103,082
Wastewater office computer	105,403
Wastewater transportation equipment	372,414
Wastewater shop equipment	32,092
Wastewater laboratory equipment	10,440
Wastewater communication equipment	476,406
Wastewater miscellaneous equipment	48,203
Total Utility Plant in Service	<u>\$ 607,301,813</u>
Construction work in progress	45,961,528
Utility plant acquisition adjustment	<u>(9,436,855)</u>

TOTAL UTILITY PLANT

\$ 643,826,486

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EXHIBIT J

**THE YORK WATER COMPANY
BALANCE SHEET**

As of
September 30, 2024

ASSETS

UTILITY PLANT:

Utility Plant, at original cost	\$643,826,486
Less-Reserve for depreciation	122,158,207
	<hr/> 521,668,279

OTHER PHYSICAL PROPERTY:

Less-Reserve for depreciation	1,543,633
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CURRENT ASSETS:

Cash and cash equivalents	(1,364,884)
Accounts receivables, less reserves	7,711,681
Unbilled revenue	3,489,717
Materials and supplies, at cost	3,774,688
Prepaid expenses	1,776,061
	<hr/> 15,387,263

OTHER LONG-TERM ASSETS:

Notes receivable	255,481
Deferred regulatory assets	30,287,765
Other	29,134,480
	<hr/> 59,677,726

\$598,276,901

EXHIBIT "B" - Page 1

**THE YORK WATER COMPANY
BALANCE SHEET**

As of
September 30, 2024

CAPITALIZATION AND LIABILITIES

CAPITALIZATION:

Common stock, no par value	\$137,576,514
Earnings retained in the business	91,111,545
	228,688,059

Long-term debt	192,370,000
Committed line of credit	8,732,062
Less-Unamortized discount and debt expense	2,663,461
	427,126,660

CURRENT LIABILITIES:

Current portion of long-term debt	0
Accounts payable	10,183,075
Dividends payable	2,780,093
Accrued taxes	336,089
Accrued interest	1,325,757
Deferred regulatory liabilities	808,654
Other accrued expenses	2,254,903
	17,688,571

DEFERRED CREDITS:

Customers' advances for construction	20,938,985
Contributions in aid of construction	47,887,886
Deferred employee benefits	3,719,002
Deferred regulatory liabilities	21,301,497
Deferred income taxes	58,964,219
Other deferred credits	650,081
	153,461,670

\$598,276,901

EXHIBIT K

THE YORK WATER COMPANY
STATEMENT OF INCOME

Twelve Months
Ended
September 30, 2024

OPERATING REVENUES:

Residential	\$47,011,407
Commercial and industrial	21,505,830
Other	5,672,005
	<hr/> 74,189,242

OPERATING EXPENSES:

Operation and maintenance	19,308,742
Administrative and general	11,983,155
	<hr/> 31,291,897

Depreciation	12,616,316
Taxes other than income taxes	1,659,849
Federal and state income taxes	1,663,206
	<hr/> 47,231,268

Operating income	26,957,974
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INTEREST EXPENSE AND OTHER INCOME:

Interest on debt	8,554,606
Allowance for funds used during construction	(3,210,531)
Other (income) expenses, net	419,593
	<hr/> 5,763,668

NET INCOME	<hr/> <hr/> \$21,194,306
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EXHIBIT "C"

EXHIBIT L

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

York Water is proposing to apply the current PUC approved West Manheim Township sewer rate structure, which includes a Base Rate, plus tiered usage rates. The calculations below assume 4,000 gallons/month usage for the 132 single family residential units, plus 100 residential EDUs that will be connected at the Township request and per the Township Act 537 Plan.

Monthly average charge for residential customers:

(1 EDU)	Base Rate	\$57.85
	Usage Rate	\$31.88 ¹
		<u>(x 232)</u>
Total Monthly Revenue		\$20,817.36
Total Annual Revenue		\$249,808.32

Estimated expenses are calculated based upon the Company's latest cost of service study performed with the latest rate filing effective March 1, 2023. The Company expects the expenses for the new customers to mirror those of the current system.

O & M Expenses (34.1% of revenue)	\$ 85,184.64
Depreciation (18.6% of revenue)	46,464.35
General Taxes (2.1% of revenue)	5,245.98
Income Taxes (5.4% of revenue)	<u>13,489.65</u>
Total Operating Expenses	\$ 150,384.62
Add \$60,000 for on-site oversight/management	\$210,385.00
Operating Income	\$39,423.32

¹ Assumes 4,000gal/mo usage. 0-3,500gal = \$7.565/1000gal ; 3,501-7,000gal = \$10.789/1000gal [p.6 YWC Tariff]

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, 2024
Expiration Date Dec 31, 2026

Mary Roland

Board Chairperson

Certificate No. S19041

Above is your wall certificate. Please cut along the dotted line and display in plant office.

Below is your pocket card. Please cut along the dotted line and keep in a safe place.

IMPORTANT: It is your responsibility to notify Operator Certification if you have a change of mailing address, email, or phone number. Please visit the Operator Certification website at www.depweb.state.pa.us/operatorcenter to change your contact information or to obtain answers to your questions

If you have any questions concerning your certification call 717-787-5236.

Department of Environmental Protection
Operator Certification
PO Box 8454, 400 Market Street
Harrisburg, PA 17105-8454

**For Training Course Information and to check
your own training records go to the Earthwise
Academy website at
www.earthwise.dep.state.pa.us/edu**

**For training questions call 717.787.0122
or email DEPWSTechTrain@pa.gov**

Commonwealth of Pennsylvania

Department of Environmental Protection

*State Board for Certification of
Water and Wastewater Systems Operators*

Client ID: 317481 Expires: Dec 31, 2026

Certificate No. S19041, Wastewater

A,E 1,2,3,4,5

GROVER E BURACKER
2309 FAIRWAY DR
YORK PA 17408-9454

EXHIBIT N

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("this Agreement") is entered into this ____ day of _____, 2023, by and among West Manheim Township, a second class township, being a political subdivision of the Commonwealth of Pennsylvania ("Township"), Woodhaven Building and Development, Inc., a Maryland corporation with its principal offices at 4175 Hanover Pike, Manchester, Maryland ("Woodhaven") and The York Water Company, a public utility and a Pennsylvania corporation with its principal offices at 130 East Market Street, York, Pennsylvania 17401 ("York Water").

Background. Woodhaven is developing a residential community in West Manheim Township to be known as Joshua Hill Farm. Township has approved a preliminary plan for Woodhaven's development. One of the requirements for final approval is provision for the collection, transportation, pumping and treatment of wastewater for Joshua Hill Farm. Initially, Woodhaven proposed to construct a privately owned sewage treatment plant to serve Joshua Hill Farm. In connection with that plan, the Township requested that Woodhaven construct, and Woodhaven agreed to construct, the required wastewater system for Joshua Hill Farm to include capacity not only for Joshua Hill Farm but also for up to 100 additional EDUs to provide for failing septic systems within West Manheim Township that are outside the proposed Joshua Hill Farm development. Township and Woodhaven entered into an Agreement dated June 2, 2005, (the "2005 Agreement") pursuant to which Woodhaven agreed to design the wastewater system for Joshua Hill Farm with sufficient capacity to accept up to 100 EDUs (approximately 26,000 gallons per day) from properties in the Township with existing, but failing septic systems.

Subsequently, Woodhaven and York Water have agreed that rather than Woodhaven constructing a private wastewater collection and treatment system for Joshua Hill Farm, York Water will construct the collection and treatment system. In connection with the Agreement between Woodhaven and York Water regarding the Collection and treatment system for Joshua Hill Farm, York Water has agreed to assume responsibility for Woodhaven's obligations for the 100 EDUs under the 2005 Agreement. This Agreement is entered into for that purpose.

NOW THEREFORE, the parties hereto, for and in exchange of good and valuable consideration, and intending to be legally bound hereby, agree as follows:

1. **Assignment of Agreement.** Woodhaven hereby assigns to York Water, its rights and privileges under the 2005 Agreement.

2. **Assumption of Agreement.** York Water hereby assumes the obligations of Woodhaven under the 2005 Agreement to construct the wastewater collection and treatment system for Joshua Hill Farm to include additional capacity for 100 EDUs (approximately 26,000 gallons per day) for existing homes in West Manheim Township, which have failing or failed septic systems. Woodhaven shall have no further liability or obligation to provide capacity for Township under the Agreement and Woodhaven shall have no right to collect fees from users who connect to the York Water system. Notwithstanding the foregoing, nothing herein shall be construed to preclude York Water and the Township from an agreement to modify the terms of the 2005 Agreement subsequent to execution of this Agreement, including, but not limited to the

amount of additional capacity in the wastewater collection and treatment system to meet the needs of existing homes in the service area of the wastewater collection and treatment system to be constructed.

3. Regulatory Requirements. York Water's assumption of obligations under the 2005 Agreement is, in all respects, under and subject to compliance with applicable laws and regulations to which it is subject including all regulatory agencies having jurisdiction over it, including the Pennsylvania Public Utility Commission and the Pennsylvania Department of Environmental Protection.

4. Release by Township. Township hereby releases Woodhaven from any obligation or commitment it has or may have had under the 2005 Agreement.

5. Benefits and Burdens. This Assignment shall be binding upon and shall inure to the benefit of Woodhaven, Township and York Water and their respective successors and assigns.

6. Further Assurances. Woodhaven, Township and York Water each covenants and agrees to cooperate with the other and take any and all reasonable steps to consummate the transactions, assignments and assumptions contemplated by this Agreement, including but not limited to, executing documents and certificates, filing documents and advising third parties of the assignment and assumption of easements and rights-of-way under this Agreement. Each party agrees to cooperate with any reasonable request to properly document and record the assignment and assumption under this Agreement.

(SIGNATURES TO APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed as of the day and year first above written.

TOWNSHIP:

Attest:

WEST MANHEIM TOWNSHIP

Wharrahah

By: Jeremy Ault
Name: Jeremy Ault
Title: Chairman

WOODHAVEN:

Attest:

WOODHAVEN BUILDING AND
DEVELOPMENT, INC.

Sharon Klein

By: Jennifer Hiti Bubezyk
Name: Jennifer Hiti Bubezyk
Title: Vice President

YORK WATER:

Attest:

THE YORK WATER COMPANY

By: _____
Joseph T. Hand, President and CEO

EXHIBIT O

AGREEMENT

THIS AGREEMENT, dated the 2nd day of June, 2005, between WEST MANHEIM TOWNSHIP, a second class municipal Township with its offices located at 31 Fairview Drive, Hanover, Pennsylvania, hereinafter referred to as ("West Manheim") and - WOODHAVEN BUILDING AND DEVELOPMENT, INC., a Maryland corporation with its principal office located at 4175 Hanover Pike, Manchester, Maryland (hereinafter referred to as "Woodhaven")

WHEREAS, Woodhaven is developing a community within West Manheim Township known as Joshua Hill Farm which community is proposed to be served by a private sewage treatment plant to be constructed and operated by third party; and

WHEREAS, Woodhaven has proposed to design and construct a pump station and force main to handle the collection, transportation and pumping of sewage from a portion of the Joshua Hill Farm property located in West Manheim Township in accordance with all applicable state regulations and specifications; and

WHEREAS, West Manheim Township has developed an Act 537 Plan that requires the Township to address the problem of failing septic systems within the Township; and

WHEREAS, a sewage pump station proposed to serve a portion of the Joshua Hill Farm property and located on the North side of Musselman Road on the Joshua Hill Farm property can be relocated to a location along SR 0094, Baltimore Pike, in the area of Deer Road that will allow a portion of the Township's properties with failing septic systems to be served by the Joshua Hill Farm sewage treatment plant and meet the requirements of West Manheim's Act 537 Plan; and

WHEREAS, the minimum design capacity of the Joshua Hill Farm sewage pump station will have available capacity to accept up to 100 EDU's (26,000 gpd) of additional sewer capacity from properties within the Township with failing septic systems Woodhaven agrees to the relocation of said pump station; and

WHEREAS, West Manheim has offered to construct additional gravity and force main and relocation of the pump station in order to implement a portion of its Act 537 Plan; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the promises, payments and agreements contained herein, and intending to be legally bound hereby, the parties agrees as follows:

1. West Manheim acknowledges and warrants:
 - a. This it is a municipality, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
 - b. That it has corporate power and authority to execute and deliver this Agreement (the "Agreement"). It further warrants that all necessary municipal action has been taken to duly and validly execute and deliver this Agreement.
2. Woodhaven acknowledges and warrants:
 - a. That it is a corporation, validly existing and in good standing under the laws of the State of Maryland.
 - b. That it has corporate power and authority to execute and deliver this Agreement (the "Agreement"). It further warrants that all necessary municipal action has been taken by its directors to duly and validly execute and deliver this Agreement.
3. West Manheim and Woodhaven acknowledge:
 - a. That there will be easements, rights of way, in fee parcels of land or some combination thereof required to accomplish the relocation of the sewer pump station off of the Joshua Hill Farm property.
 - b. That as additional inducement to Woodhaven to agree to the herein referenced relocation West Manheim further agrees to acquire and or obtain any and all easements, rights of ways, and or parcels of land necessary for the sewer pump station relocation at West Manheim's full cost and expense and to do so in a timely manner so as not to delay the ability of Woodhaven to construct homes on its lots served by such sewer pump station.
4. West Manheim acknowledges and warrants that it will use all of the powers available to it, including eminent domain if necessary, to obtain the required easements, rights of ways and or parcels of land in a timely manner.
5. The parties understand that there shall be 26,000 gallons per day (100 EDU) available to West Manheim from existing homes located within West Manheim Township.
6. Woodhaven shall bid out the project requesting a separate proposal for the installation of gravity lines and sewer lines required to relocate said pump station. West Manheim shall, after approval of the proposal and completion of the project, pay the associated engineer for relocation design, and provide material in a like cost, to cover their financial obligation under this agreement.
7. West Manheim and Woodhaven acknowledge that the sewer system into which the relocated pump station discharges shall be built, owned and operated by a yet to be formed third party corporation/LLC which entity shall be entitled to collect fees from each user connecting to the system to pay a proportionate cost of the design, permitting, construction, operation, etc. of the sewage treatment plant being built to serve Joshua Hill Farm which fees will be determined at a date in the future.
8. In the event that either party breaches this agreement, the breaching party shall be responsible for any and all expenses incurred as well as any other remedies available at law.

9. All notices required under this agreement shall be sent to the following:

West Manheim Township
31 Fairview Drive
Hanover, Pennsylvania 17331
Attn: Township Manager

Woodhaven Building and Development, Inc.
4175 Hanover Pike
Manchester, Maryland 21102
Attn: Martin K. P. Hill

10. Woodhaven and West Manheim covenant and agree to execute, acknowledge and deliver any documents required by or necessary under this agreement.
11. This Agreement shall be binding upon the parties hereto, their executors, administrators, personal representatives, successors and assigns.
12. This Agreement is entered into and shall be controlled by the pertinent laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Witness/Attest

Nancy C. Smith
Secretary

WEST MANHEIM TOWNSHIP

By: Andrew Richardson
Township Manager

Witness/Attest

Judy A. Barger

WOODHAVEN BUILDING AND
DEVELOPMENT, INC.

By: Martin K. P. Hill
Martin K. P. Hill, President

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF YORK :

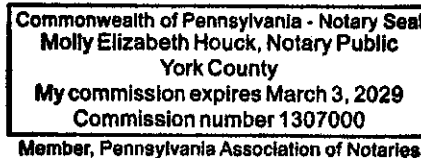
Joseph T. Hand, being duly sworn according to law, deposes and states that he is President and Chief Executive Officer of THE YORK WATER COMPANY; that he is authorized to and does make this affidavit for it; and that the facts set forth herein are true and correct to the best of his knowledge, information and belief; and that he expects THE YORK WATER COMPANY to be able to prove the same at any hearing hereof.



Joseph T Hand

SWORN TO AND SUBSCRIBED

before me this 5th day
of MARCH, 2025.





Notary Public

My Commission Expires:
MARCH 3, 2029