



Elizabeth Rose Triscari

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Pennsylvania and New Jersey American Water
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August 11, 2025

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

**In re: Assignment and Assumption Agreement between the City of York
and Pennsylvania-American Water Company
Docket No. U-2025-**

Dear Secretary Homsher:

On behalf of Pennsylvania-American Water Company (hereinafter "Pennsylvania-American"), please find the attached Assignment and Assumption Agreement ("Assignment Agreement"), which assigns to Pennsylvania-American a lease between the City of York and Molt, LLC ("Lease") for filing under Section 507 of the Public Utility Code. Pennsylvania-American is requesting that a Certificate of Filing be issued *Nunc Pro Tunc*. The Assignment Agreement was executed by the City of York on January 31, 2025, but was only provided to Pennsylvania-American on August 8, 2025. As described in the Assignment Agreement, Pennsylvania-American has performed all obligations under the Lease and received all compensation and benefit due thereunder since May 27, 2022, the date of closing of the transaction whereby Pennsylvania-American acquired the York City Sewer Authority wastewater system assets. Pennsylvania-American and the City of York intend for this Assignment Agreement to formalize the assignment of the Lease.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Rose Triscari".

Elizabeth Rose Triscari

cc: All Parties on the Attached Certificate of Service (*via electronic mail*)
Adeolu Bakare, Esquire (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Assignment and Assumption Agreement between the City of York and Pennsylvania- American Water Company	: : :	Docket Number U-2025-
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CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced filing upon the people and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Service in the manner listed below addressed as follows on August 11, 2025

Darryl A. Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Alison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Respectfully Submitted,



Elizabeth Rose Triscari, Esquire
Attorney ID No. 306921
Director, Corporate Counsel for
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: 717-550-1574

***Attorney for Pennsylvania-American
Water Company***

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") by and between the **CITY OF YORK**, a political subdivision of the Commonwealth of Pennsylvania organized under the Third Class City Code (the "Assignor") as successor in interest to and on behalf of the York City Sewer Authority ("Authority") and **PENNSYLVANIA-AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Assignee," and, together with Assignor each a "Party" and collectively, the "Parties") is entered into this 31st day of January, 2025, and effective upon sixty (60) calendar days from execution by Assignor and Assignee.

A. The Authority, as Seller, Assignor, and Assignee, as Buyer, are parties to that certain Asset Purchase Agreement dated as of April 6, 2021 (collectively, the "Agreement"), pursuant to which the Authority, together with the Assignor, for the specific purposes set forth in the Agreement, agreed, among other things, to sell, transfer and convey to Assignee and Assignee has agreed to purchase from the Authority and the Assignor, the Acquired Assets. Unless herein otherwise defined, all terms defined in the Agreement shall have the meanings ascribed to them in the Agreement when used in this Assignment.

B. Sections 2.01, 2.04, and 12.02 of the Agreement contemplate that at Closing, the Authority and the Assignor will assign to Assignee and Assignee will accept and assume, all of Authority's and the Assignor's right, title and interest in and to any and all Assigned Contracts and Authorizations and Permits (the "Assigned Business Deliverables") necessary for the operation of the Acquired Assets.

C. Also on May 27, 2022, the City of York filed a Termination Certificate executed by the Authority with the Pennsylvania Department of State, through which the Assignor became successor in interest to and on behalf of the Authority pursuant to the Pennsylvania Municipality Authorities Act, Act of June 19, 2001, P.L. 287, as amended, 53 Pa. § 5601 *et. seq.*

D. At Closing, on May 27, 2022, that certain Lease, dated January 1, 2020, by and between the Authority and Molt, LLC (the "Lease") was inadvertently not included in the Assigned Contracts. It was the intention of the Authority, Assignor, and Assignee to assign the Lease and as such, from Closing forward Assignee has performed all obligations under the Lease and received all compensation and benefit due thereunder.

E. The Parties intend for this Assignment to formalize the assignment of the Lease from Assignor to Assignee.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Assignment of the Lease. Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Lease, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

2. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts which, taken together, is one and the same agreement. This Assignment becomes effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Assignment, a Party may send a copy of its executed counterpart to the other Party by electronic mail or other similar electronic communication. Such Party is deemed to have executed and delivered this Assignment on the date it sent such electronic communication.

3. Successors; Assigns. Neither Party to this Assignment may assign any right or delegate any performance under this Assignment without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.

4. Governing Law; Jurisdiction. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Assignment, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Middle District of Pennsylvania and the Court of Common Pleas of York County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Assignment. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Middle District of Pennsylvania and the Court of Common Pleas of York County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ASSIGNMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

5. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Assignment.

6. Assignment. It is the intention of Assignor to transfer Assignor's title of the Assigned Business Deliverables to Assignee, its permitted successors and assigns, free of any redemption by Assignor or its successors and assigns.

7. Pennsylvania Public Utility Commission. PAWC shall file this Assignment with the Pennsylvania Public Utility Commission ("PUC") for approval pursuant to 66 Pa. C.S. § 507 within 30 days of execution by the Parties. If the PUC initiates a proceeding related to this Assignment, the effective date shall be delayed until the PUC grants approval of this Assignment.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

CITY OF YORK

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: 

By: _____

Printed: Michael R. Helfrich

Printed: F. Michael Doran

Its: Mayor

Its: President

By: 

Printed: Henry M. Buckingham

Its: Controller

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

CITY OF YORK

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: _____

Printed: Michael R. Helfrich

Its: Mayor

By: Justin Ladner

Printed: Justin Ladner

Its: President

By: _____

Printed:

Its: Controller

LEASE

This Lease made as of the 1st day of January, 2020, between:

YORK CITY SEWER AUTHORITY,
a Municipal Authority of the Commonwealth of Pennsylvania, with an address at
c/o Stacey R. MacNeal, Esquire, Katherman, Heim & Perry,
345 East Market Street, York, York County, Pennsylvania 17403,
(hereinafter referred to as "Landlord")

and

MOLT, LLC,
A Pennsylvania limited liability company, with a business address of
PO Box 20316, York, York County, Pennsylvania 17402
(hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord is the owner of unimproved real property on the north side of Eleventh Avenue, adjacent to Landlord's wastewater treatment plant, Manchester Township, York County, Pennsylvania, consisting of approximately .36 acres and known more specifically as UPI No. 36000JI00390000000 (the "Premises"); and

WHEREAS, Landlord entered into a Lease on June 1, 2013 for the Premises to be used by BB Jr., Inc. t/d/b/a San Carlos Restaurant as overflow parking for the restaurant known as San Carlos, which Lease was subject to a five (5) year term and was assigned on August 9, 2016 to Tenant;

WHEREAS, Landlord and Tenant entered into a Lease dated June 1, 2018, which anticipated certain construction after which the term of the Lease would start, and which by its terms has not been followed; and

WHEREAS, the parties desire to enter into a revised Lease Agreement for the Premises to replace the June 1, 2018 Lease, which shall be null and void.

NOW, THEREFORE, the parties hereto, each in consideration for the promises of the other and intending to be legally bound, hereby agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, identified as "Tract 2" on the plan attached hereto as **Exhibit "A"** and incorporated herein by reference and more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference.

2. Term and Rental. This Lease is for a term of five (5) years beginning March 1, 2020 (the "Commencement Date") and ending on the last day of the sixtieth (60th) calendar month following Commencement Date. For the first term of this Lease, rent shall be Four Thousand Two Hundred Seventy-Five (\$4,275.00) Dollars due and payable on the Commencement Date and annually on the anniversary of the Commencement Date throughout the term of this lease. The annual rent shall increase over the term of this contract by approximately three (3%) percent, with payments due as follows:

Year 1	\$4,275.00
Year 2	\$4,400.00
Year 3	\$4,530.00
Year 4	\$4,665.00
Year 5	\$4,805.00

At the end of the initial five (5) year term, the Lease will automatically renew for an additional one (1) year term unless written notice is given by either party to the other at least six (6) months before the expiration of the term. This one (1) year extension will be at an annual rent of Four Thousand Nine Hundred Fifty (\$4,950.00) Dollars.

Year 6	\$4,950.00
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At the expiration of this term, this Lease will automatically renew for another one (1) year term unless written notice is given by either party to the other at least six (6) months before the expiration of the term. This one (1) year extension will be at an annual rent of Five Thousand One Hundred (\$5,100.00) Dollars.

Year 7	\$5,100.00
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Tenant will vacate the Premises upon termination of this Lease or upon expiration of the term.

3. Use. Tenant shall be permitted to use the Premises during construction of its restaurant as a temporary staging area for storage of equipment and materials and after construction for an overflow parking facility in conjunction with Tenant's restaurant and for no other purpose without written consent of Landlord.

4. Improvements. One time during the term of this Lease and any of its extensions and after completion of construction of Tenant's restaurant, Tenant shall have the right to complete pavement repair and overlay on the Premises at Landlord's expense. The proposed square footage cost for this work shall be presented to Landlord in writing, which shall have thirty (30) days to review and approve or reject said price.

Landlord shall have the right to approve all other improvements to the Premises valued in excess of Ten Thousand and 00/100 (\$10,000.00) Dollars. Such approval shall not be unreasonably withheld.

5. Real Estate Taxes. The Tenant shall pay to Landlord on the anniversary of the Commencement Date every year, as additional rent, funds for reimbursement of annual County and Township and School real estate taxes. The amount paid shall be determined by the County and Township tax bill issued to Landlord at the beginning of the calendar year and the School tax bill issued to the Landlord in the previous calendar year.

Tenant shall pay to Landlord on the initial Commencement Date, the per diem share of the sum of the School real estate tax bill for the fiscal year July 2019 through June 2020 and the per diem share of County/Township real estate bill for 2020.

6. Other Taxes and Assessments. The Tenant from time to time, and when the same shall become due and payable, will pay and discharge or cause to be paid and discharged:

A. all assessments for benefits from public works or improvements and all water, sewer, utility and other rents, rates and charges, including all excises, taxes, levies, license fees, permit fees and other fees and charges, whether general or special, ordinary or extraordinary or foreseen or unforeseen, which may be assessed, levied or imposed upon either the Tenant or the Premises or arising in respect of the occupancy, use or possession thereof, whether or not the failure to pay the same might result in the creation of a lien upon the Premises or any part thereof or upon the revenues, rents, issues, income and profits of the Premises might result in the diminution thereof;

B. all income, sales, use, business and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority upon either the Tenant or the Premises, whether or not the failure to pay the same might result in the creation of a lien upon any asset of either the Tenant or the Premises or any portion thereof, and whether or not any such tax, duty or impost is payable directly by the Tenant or is subject to withholding at the source; and

C. all lawful claims and demands of mechanics, laborers, materialmen of Tenant or any person acting by, for or through Tenant or Tenant's agents which, if unpaid, might result in the creation of a lien on the Premises or any portion thereof.

7. Environmental.

A. Tenant shall not, during the term of the Lease, treat, store, recycle, dispose of or discharge any hazardous, toxic or polluting substances on or into the Premises described in Exhibit "A" in violation of applicable law.

B. Tenant shall at all time during the term of this Lease comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including but not limited to, those regulating the handling and disposal of waste materials and further, during the term of this Lease neither the Tenant nor any agent or party acting at the direction or with the consent of the Tenant shall treat, store, or dispose of any "hazardous substance," as defined in Section 101(14) of the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, or petroleum (including crude oil or any fraction thereof) on the Premises.

C. Tenant shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Landlord from any and all claims, orders, demands, causes of action, proceedings, judgments or suits and liabilities, losses, costs or expenses (including without limitation technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of:

(i) any "release" as defined in Section 101(22) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), of any "hazardous substance," as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into or on the Premises not caused by Landlord;

(ii) any contamination of the Premise's soil or groundwater or damage to the environment and natural resources of the Premises, whether arising under CERCLA or other existing statutes and regulations, or common law and not caused by Landlord; and

(iii) any toxic, explosive or otherwise dangerous materials which have been buried beneath or concealed within the Premises not caused by Landlord.

D. Tenant hereby agrees to indemnify and hold Landlord harmless from and against:

(i) any liability, loss, damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant on Tenant's party contained in this Paragraph; and

(ii) any and all suits, actions, proceedings, claims, damages, losses, liabilities and reasonable expenses, including without limitation, reasonable attorney's fees (collectively "Damages") which may be incurred by or asserted against Landlord, including without limitation, any Damages which may result from, arise out of or may be incident to any spill, release or discharge into the environment of any hazardous or toxic substance or waste whether accidental or not, and any clean-up costs and expenses associated therewith and any costs and reasonable expenses (including reasonable attorneys' fees) relating to any governmental or administrative proceeding or investigation in connection therewith. Notwithstanding the foregoing, Tenant shall have no responsibility for any act of Landlord regarding the activities prohibited in this Paragraph 6.

8. Maintenance and Repair. Tenant has examined the Premises and accepts the Premises in its "AS IS" condition and no representations as to the condition thereof have been made by the Landlord. Tenant shall have the obligation to keep the Premises clean, grass and vegetation mowed and controlled, and shall be responsible for trash, snow and ice removal and maintenance of all improvements, if any, which Tenant may construct thereon.

9. Removal of Improvements. Upon termination of this Lease, Tenant shall remove any improvements constructed by Tenant unless this requirement is waived in writing by Landlord.

10. Insurance.

A. The Tenant will maintain with insurers authorized to do business in the Commonwealth of Pennsylvania in which the Premises is located, and which are well rated by any recognized national rating organization in the amounts and against the following risks as may be applicable:

(i) in the event Tenant constructs improvements on the Premises, fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including but not limited to vandalism and malicious mischief, in amounts equal to ninety (90%) percent of the then current replacement cost of the Premises as determined from time to time (but not less often than once every five (5) years) by a method by the insurer or insurers:

(ii) comprehensive general public liability insurance (including coverage for any construction on or about the Premises) against claims for bodily injury, death or Premises damage occurring on, in or about the Premises or as a result of ownership of facilities located on the Premises or as a result of the use of materials manufactured, processed, constructed or sold, or services rendered, on the Premises, in amounts not less than One Million and 00/100 (\$1,000,000.00) Dollars for each claims with respect to any bodily injury or death, One Million and 00/100 (\$1,000,000.00) Dollars with respect to any one occurrence, and One Hundred Thousand and 00/100 (\$100,000.00) Dollars with respect to all claims for Premises damage with respect to any one occurrence;

(iii) worker's compensation insurance coverage of the full statutory liability of the Tenant; and

B. The policies of insurance required to be maintained by the Tenant pursuant to this Paragraph shall name as the insured parties the Tenant, the Landlord, and the City of York as their respective interests may appear with loss payable to the Landlord; all policies required to be maintained pursuant to this Paragraph shall be satisfactory to the Landlord and may be carried under blanket policies maintained by the Tenant if such policies comply with the provisions of this Paragraph.

C. The Tenant shall promptly deliver to the Landlord certificates evidencing the above insurance upon request.

11. Indemnification. The Tenant agrees to indemnify, hold harmless and defend the Landlord from any willful or reckless act of tenants, officers, employees, agents or servants or anyone authorized to act on behalf of the Tenant, and Tenant's guests, invitees, visitors, and business. The Landlord agrees to indemnify, hold harmless and defend the Tenant from any willful or reckless act of other tenants, officers, employees, agents or servants or anyone authorized to act on behalf of the Landlord, and Landlord's guests, invitees, visitors, and business.

12. Access to the Premises. Tenant agrees that Landlord shall have the right to enter on the Premises at all reasonable hours, for the purpose of examining the same.

13. Assignment and Subletting. Tenant shall not assign or sublet the Premises or any portion thereof, except that Tenant may assign its rights under this Lease Agreement to any successors in interest of the parcel known as Tax Map Parcel No. 36-000-JI-0039-00-00000, also known as San Carlos Restaurant, with the written consent of Landlord, which may not be unreasonably withheld.

14. Termination of Lease. Tenant agrees to return possession of the Premises to Landlord in its condition that existed at the time of the execution of this Agreement, excepting normal wear and tear.

15. Default. Tenant shall be in default under the terms of this Lease if any of the following occur:

A. Tenant fails to pay any installment of rent or other sum specified when due and such failure shall continue for ten (10) days after written notice thereof by Landlord to Tenant; or

B. Tenant fails to perform or observe any of Tenant's covenants, agreements or obligations herein and within ten (10) days following written notice of such failure, it has not been cured or corrected.

16. Remedies. In the event of a default, which remains uncured or uncorrected, Landlord shall have all of the following remedies:

A. Take complete possession of the Premises;

B. Declare the Lease terminated and remove Tenant's improvements or possessions from the Premises;

C. Commence any legal proceedings for the collection of the rent for the remainder of the term; and

D. All other remedies at law or in equity available in Pennsylvania.

The costs to Landlord in exercising any remedies, including reasonable attorneys' fees, shall be considered additional rent due from Tenant to Landlord. Notwithstanding anything set forth to the contrary above, Landlord shall use reasonable efforts to mitigate its damages.

17. Notices. Notices and demands by either Landlord or Tenant may be given by certified mail, postage prepaid or personally delivered to the following addresses:

To Landlord:

York City Sewer Authority
c/o Stacey R. MacNeal, Esquire
Katherman, Heim & Perry
345 East Market Street
York, PA 17403

To Tenant:

Molt, LLC
Attn: Themistoklis D. Sacarellos
PO Box 20316
York, PA 17402

18. Entire Agreement. This writing contains the entire agreement of the parties hereto. No modification, alteration, changes, waiver or estoppel to this Lease or any of the terms hereof should be valid or binding unless in writing and signed by a duly authorized officer of the party to be charged. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provides, shall extend to, bid and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

19. Waiver. No failure of either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenant's rights to demand exact compliance with the terms hereof.

20. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises is located, without regard to choice of law principles.

21. Authority. Tenant is authorized by all required corporate action to enter into this Lease and the individual signing this Lease on behalf of Tenant is authorized to bind Tenant to its terms. Landlord is authorized by all required corporate or partnership, as applicable, action to enter into this Lease and the individual(s) signing this Lease on behalf of Landlord are each authorized to bind Landlord to its terms.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed by their respective duly authorized officers and their seals affixed hereto, the day, the month and year first above written.

ATTEST:

By: Philip W Buddel

YORK CITY SEWER AUTHORITY

By: Thomas I. Warman
Thomas I. Warman, Chairman

WITNESS

By: Jim M Nys

MOLT, LLC

By: Themistoklis D. Sacarellos
Themistoklis D. Sacarellos, Managing Member

ALL that certain lot, parcel or piece of ground with improvements, situated, lying and being in Manchester Township, York County, Pennsylvania, bounded, limited and described as follows, to wit:

BEGINNING at a point in a public road leading from the Naval Ordnance road to the York City Disposal Plant; thence from a point in the center of said public road in and through said road, South eighty-two (82) degrees thirty-eight (38) minutes west, fifty and five tenths (50.5) feet along other lands of the Isabella L. Loucks Estate, which is about to be decreed to William H. Bainhower and Nabel M. Bainhower, his wife; thence along lands of the Isabella L. Loucks Estate, North two (2) degrees thirty-four (34) minutes west, two hundred twenty-eight and eight tenths (228.8) feet to an iron pin at lands of the City of York, said lands being used as a sewage treatment plant; thence by the same North eighty-four (84) degrees forty-nine (49) minutes east, ninety-nine and eight tenths (99.8) feet to a stone monument at other lands of the City of York; thence by the same South nine (9) degrees thirty-six (36) minutes west, two hundred thirty-four and two tenths (234.2) feet to a point in the center of the road leading from the Naval Ordnance road to the York City Disposal Plant and the place of BEGINNING.

CONTAINING sixty-two (62) perches ± land, more or less.

Exhibit "B"