PENNSYLVANIA AMERICAN WATER

Erin K. Fure
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1556 | Fax: 717-550-1255
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March 31, 2026

PUBLIC VERSION

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County, Pennsylvania (Summit Terrace) Docket No. A-2026-

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of $350 for the Commission's filing fee. A Certificate of Service is also attached. Please note that Exhibit A-1 is **CONFIDENTIAL** due to a detailed description of where the current facilities are and where the new facilities will be located. Due to this **CONFIDENTIAL** nature, these exhibits will be filed on the PAPUC's SharePoint site.

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

Sincerely,

Erin K. Fure

Enclosures
cc: All Parties on the attached Certificate of Service *(via electronic mail)*
Stephen DiFriece *(via electronic mail)*
Seth Mendelson, Esquire *(via electronic mail)*

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Wastewater Service to the Public in Additional Portion of Fairview Township, York County, Pennsylvania (Summit View)	: Docket No. A-2026-

CERTIFICATE OF SERVICE

I hereby certify that I am on this day serving the above-referenced Pennsylvania-American Water Company's **Application** in the above-referenced matter upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SERVICE VIA OVERNIGHT MAIL ON MARCH 31, 2026

Lower Allen Township Public Works
1400 St. Johns Road
Camp Hill, PA 17011

Fairview Township Board of Supervisors
Fairview Township Municipal Building
599 Lewisberry Road
New Cumberland, PA 17070

Fairview Township Planning Commission
Fairview Township Municipal Building
599 Lewisberry Road
New Cumberland, PA 17070

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

York County Board of Commissioners
28 East Market Street
York, PA 17041

York County Planning Commission
28 East Market Street – Room 216
York, PA 17041

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

SERVICE VIA ELECTRONIC MAIL ON MARCH 31, 2026

Darryl A. Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
ra-oca@paoca.org

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

Alison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
akaster@pa.gov

Respectfully submitted,

Dated: March 31, 2026

Erin K. Fure, Esquire (PA ID #312245)
Director, Corporate Counsel for
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: 717-550-1556

Attorney for *Pennsylvania-American Water Company*

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)	**:**	**Docket No. A-2026-**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("PAWC", "Company", or "Applicant") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue a Certificate of Public Convenience evidencing its approval under Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), of PAWC's right to begin to offer, render, furnish and supply wastewater service in an additional portion of Fairview Township, York County, Pennsylvania.

2. The name and address of Applicant is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

3. The names and address of the Applicant's attorney is:

Erin K. Fure, Esquire (PA ID #312245)
Director, Corporate Counsel
Pennsylvania-American Water Company
852 Wesley Drive
Telephone: (717) 550-1556
E-mail: erin.fure@amwater.com

II. DESCRIPTION OF THE APPLICANT

4. PAWC is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water Works Company, Inc. PAWC furnishes water and wastewater service in a certificated service territory encompassing portions of 38 counties and 436 municipalities across the Commonwealth. As of February 28, 2026, PAWC furnishes wastewater service to 117,108 residential, commercial, industrial, municipal, miscellaneous, and bulk customers in Pennsylvania. The total number of customers by class is as follows:

Residential	**106,850**
Commercial	**9,803**
Industrial	**84**
Municipal	**308**
Miscellaneous	**63**
Bulk	**0**
Total	**98,047**

In addition, PAWC provides water service to approximately 697,206 customers.

THE PROPOSED ADDITIONAL SERVICE TERRITORY

5. As indicated at paragraph 1 above, the proposed additional service territory is in a portion of Fairview Township, York County, Pennsylvania. Attached hereto as **Exhibit A-1** is a map showing the boundaries, elevations and sewage flow and proposed facilities of the area. Due to this information, **Exhibit A-1** is **CONFIDENTIAL**. Accompanying this map is the attached hereto as **Exhibit A-2** is a metes and bounds description of the area to be served (the "Applied For Service Territory"). The Applied for Service Territory will allow Pennsylvania-American to provide public wastewater to a new proposed development project (hereinafter "project"). The project proposes the subdivision of land and construction of Summit View Terrace, mixed-use development consisting of multi-story apartments, townhome

dwelling units and a commercial development ("Summit View Terrace") on 50 total acres. The total site area encompassed by 48.44 acres and can be seen on **CONFIDENTIAL** **Exhibit A-1**[1].

6. Summit View Terrace plans to start overall construction on this project in Summer 2026.

7. The Applied for Service Territory depicted on **CONFIDENTIAL** **Exhibit A-1** is being developed by Landworks Civil Design, LLC (hereinafter "Developer") on behalf of Nick Loxas of Loxas, LLC. This project will be developed into 60-unit multi-family apartments, commercial use of 7 retail stores, 1 restaurant and 1 automotive center. Finally, 156 townhomes will be constructed as part of this project. This project will consist of one phase[2].

8. The Developer has requested to connect these premises to the Company's public wastewater system and is attached hereto as **Exhibit B**.

This property consists of three lots, which are listed below with their parcel numbers.

Parcel Number	Address
27-000-RF-0114.00-00000	349 Pleasant View Road
27-000-RF-0117.00-00000	335 Pleasant View Road
27-000-RF-0118.00-00000	341 Pleasant View Road
27-000-RF-0119.00-00000	345 Pleasant View Road

A legal description of the property is attached as **Exhibit C**.

[1] Please note that PAWC already serves a portion of the project area. PAWC is requesting approximately 20.35 additional acres of certificated service territory. PAWC was granted a portion of the territory under Docket No. A-2015-2486532. *See. Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania*, Opinion and Order entered December 17, 2015.

[2] The project will be developed in how it is stated above, apartments, commercial and townhomes. The townhomes will simultaneously be built in conjunction with the commercial projects.

9. The parcels in question were re-zoned to Residential Mixed Use and Commercial Business. Pursuant to Fairview Township Zoning Ordinances, these types of zoned properties need to be served with public water and sewer based on lots size and density[3][4].

[3] *See*, Fairview Township Zoning Ordinances §300-19-a (Designation of Growth Area Zoning Districts and Proposed Statements)

> A. The Growth Area Zoning Districts are intended to be developed with a full range of land uses and accommodate the majority of the Township's growth and development with a full range of land uses such as residential, commercial, industrial, institutional/civic, and related needs. The majority of this area is currently served and/or planned to be served with public water supply and public sanitary sewage disposal. The extension of public water supply and public sanitary sewage disposal to developments within the growth area is encouraged and supported

Fairview Township Zoning Ordinance §300-21.B (Area Design Requirements):

> B. See Table 5-4 in this section for the area and design requirements for all development activities and uses within the RMU Residential MixedUse Zoning District:

Table 5-4
Area and Design Requirements
RMU Residential Mixed-Use Zoning District

Area/Design Features	**Permitted Uses**	
	All Permitted Uses (other than specified in Article X of this chapter)	**Accessory Use or Structure (other than specified elsewhere this chapter, including Articles VII – X)**
Maximum density	6 DUs/net lot area	N/A
Net lot area per unit (minimum)	6,600 sq. ft. (public water and public sewer)	Included as part of total minimum lot area for principal use
	20,000 sq. ft. (no public water, but public sewer)	
	40,000 sq. ft. (no public water, no public sewer; or public water only, no public sewer)	
Minimum lot width at lot frontage (interior)	60 ft.	Included as part of total minimum lot width for principal use
Minimum lot width at lot frontage (corner)	75 ft.	Included as part of total minimum lot width for principal use

Fairview Township Zoning Ordinance §300-70.D.(3):

> D. Multifamily dwelling. Multifamily dwellings are permitted, subject to the following criteria
>
> (3) Public water and public sewer shall be required.

[4] Please see Ordinance No. 2025-01 approving this rezoning project at **Exhibit D**.

10. Pursuant to Fairview Township's mandatory tap-in ordinance[5], the Developer is required to connect the property to the public wastewater system. A copy of this Ordinance is attached as **Exhibit E**.

11. PAWC was previously certificated to provide service in Fairview Township as follows:

Docket No.	Area/Project
A-2015-2486532	PAWC Acquisition of Fairview Township Wastewater System
A-2016-2567451	Tall Oaks Subdivision
A-2020-3021939 and A-2020-3018087	Regent Acres Trailer Park
A-2024-3050785	Sienna Development

The Orders and Applications associated with the above-mentioned projects are attached as **Exhibit F**.

12. The Applied for Service Territory is adjacent to the Company's current service territory, which was previously mentioned. The Applied for Service Territory will be connected through a connection on Pleasant View Road[6]. Sanitary sewer service will consist of gravity sewer conveyance and an on-site pump station which will convey sewage flows to the existing sanitary main located within Oak Knoll Road. The Developer has already received a

[5] *See,* Fairview Township Tap-In Ordinance at Fairview Ordinances and Resolutions at §232-9:

> *A. The owner of any improved property adjoining or adjacent to or whose principal building is within 150 feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within 60 days after notice to such owner from this Township to make such connection, for purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time. [Amended 1-6-2014 by Ord. No. 2014-1]*

[6] Pleasant View Road is owned and maintained by Fairview Township. The Developer will be requesting approval from the Township to commence construction on this road.

Pennsylvania Department of Transportation Highway Occupancy Permit. A copy of the Engineering Report regarding this project at **Exhibit G**.

13. Water service for this area will be provided by Pennsylvania-American which has this territory pursuant to its acquisition of the Fairview Water Company. Letters of Patent and Orders can be found at **Exhibit H.** The following materials are going to be installed by PAWC within the requested Applied for Service Territory consisting of the following:

	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	BONDED AMOUNT
1.	SANITARY SEWER SYSTEM				
	36" Steel Casing	LF	$400.00	308	$123,200.00
	12" PVC (Boring)	LF	$150.00	320	$48,000.00
	8" PVC gravity	LF	$90.00	6621	$595,890.00
	4" PVC force main	LF	$35.00	1020	$35,700.00
	Std. manhole (4'), 8' ave. depth.	each	$3,500.00	57	$199,500.00
	Std. frame and cover	each	$700.00	57	$39,900.00
	Vacuum Test MH	each	$100.00	57	$5,700.00
	Pump Station (Pump Station, Wet Well, Pad, Elect.)	LS	$170,000.00	1	$170,000.00
	Record drawings	page	$1,000.00	1	$1,000.00
	SAN. SEWER SYS. SUBTOTAL				$1,218,890.00

A breakdown of estimated construction costs is attached as **Exhibit I.**

14. No additional capital will be required by the Applicant for this project. The Developer will pay for the wastewater line extension through a Sewer Line Extension Agreement with PAWC. An example of PAWC's standard Sewer Line Extension Agreement, which will be executed when this extension is approved, can be found at **Exhibit J**.

15. These facilities were designed and will be constructed in compliance with 52 Pa. Code §§ 65.17 and 65.18 as seen by the verification from Aaron M. Navarro from Landworks Civil Design, LLC at **Exhibit K**.

16. Operations for the Applied for Service Territory will occur through the Fairview North Wastewater Treatment Plant ("Fairview North WWTP"). The Developer is requesting 240 EDUs per day or approximately 60,000 gallons per day.

The Fairview North WWTP [7] details are below:

Actual Average Monthly Flow for 2024	0.358 MGD[8]
Peak Three-Month Hydraulic Loading (March-May)	0.432 MGD
Ratio of Peak Three Months Flow to Annual Average Flow	1.21 MGD
Existing EDUs	1,548
Flow/EDU	231.3

Fairview North WWTP is more than able to handle the proposed new influx of EDU's as seen in **Exhibit L, Attachment 1** ("DEP Chapter 94 Spreadsheet")**.**

17. Please see Wastewater Operator License of Christopher Vandrew, Lead Operator, Fairview North WWTP, which can be seen as **Exhibit M**.

18. A Sewage Facilities Planning Module Application ("Application") was duly submitted to Fairview Township on September 24, 2025, and is attached hereto as **Exhibit N**. The Developer submitted this Application to Fairview Township as part of the Preliminary/Subdivision Plan Application which was conditionally approved by the Fairview Township Board of Supervisors on October 27, 2025, and upon meeting these requested conditions, should be resubmitted to the Fairview Township Board of Supervisors for approval in April 2026. The

[7] Further information about the Fairview North WWTP can be seen at **Exhibit L –** Fairview North WWTP's Chapter 94 Report.
[8] MGD – Millions of gallons per day

Board of Supervisors Agenda/Minutes are attached as **Exhibit O**. The Application has been approved by York County Planning Commission as seen by **Exhibit P**.

19. Construction is expected to be started when the Applied for Service Territory is approved.

20. The Developer has submitted the proposed project for review to the Pennsylvania State Historic Preservation Office, the Pennsylvania State Game Commission, the Pennsylvania Department of Conservation and Natural Resources, the Pennsylvania Fish and Boat Commission, and the United States Fish and Wildlife Service. Each of these agencies has advised that the project presents no known impact within their respective jurisdictions and that no further agency action or response is required. Supporting correspondence is included in the Sewage Planning Module which was submitted at **Exhibit N**.

21. The Company and the Developer are not affiliated with one another.

III. PUBLIC INTEREST

22. It is in the public interest of PAWC to provide wastewater service in the proposed Applied for Service Territory because it is financially and technically capable of providing service and providing service will have no adverse effect upon the service furnished or the rates charged to its existing customers. In addition, PAWC's future customers in the Applied for Services Territory will benefit from receiving wastewater service from PAWC. PAWC will provide wastewater service to the Applied for Service Territory under the Rules and Regulations of its Commission-approved tariff.

23. This Development is approved as part of the Fairview Township Comprehensive Plan and is within the "Primary Growth Area" for Fairview Township and moreover within the "Residential Mixed Use" and "Commercial Use" land classifications and complies with the 2024

Fairview Township Comprehensive Plan and is seen on **Exhibit Q**. Furthermore, the Development has also been approved by the York County Planning Commission as being consistent with the York County Comprehensive Plan. See attached letter at **Exhibit R**.

V. RELIEF REQUESTED

24. Together with the Order approving this Application, PAWC requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a) of the Public Utility Code, 66 Pa.C.S. §1102(a), authorizing PAWC to furnish wastewater service in the additional portion of Fairview Township, York County depicted in **CONFIDENTIAL Exhibit A-1** and described in **Exhibit A-2** hereto.

WHEREFORE, PAWC respectfully requests that the Commission approve this Application.

Respectfully Submitted,

Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1556
Email: erin.fure@amwater.com

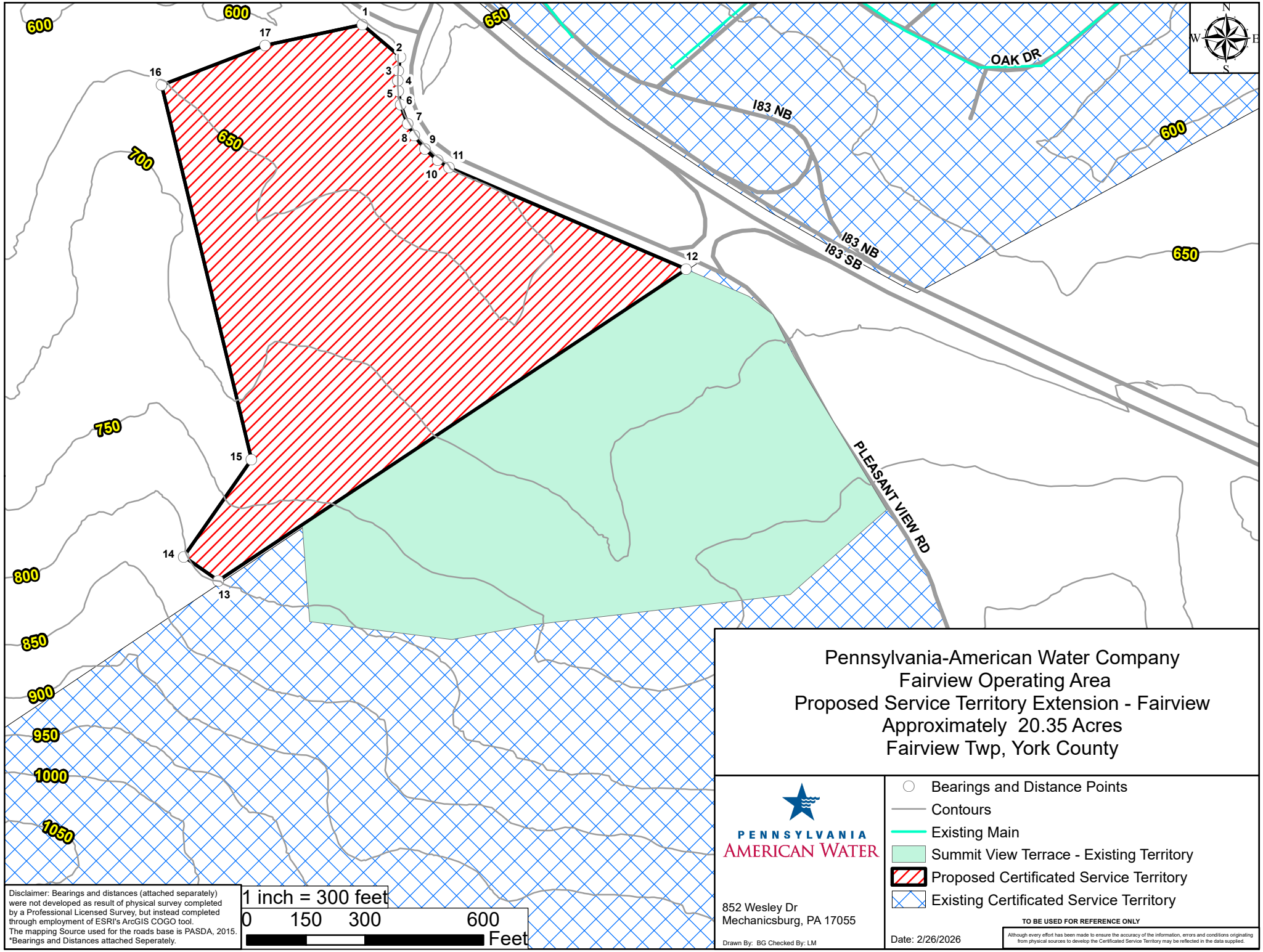
Attorney for Pennsylvania-American Water Company

Dated: March 31, 2026

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit A-1

Map of Requested Service Territory



Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Fairview
Approximately 20.35 Acres
Fairview Twp, York County

PENNSYLVANIA AMERICAN WATER

852 Wesley Dr
Mechanicsburg, PA 17055

Drawn By: BG Checked By: LM

Date: 2/26/2026

- Bearings and Distance Points
- Contours
- Existing Main
- Summit View Terrace - Existing Territory
- Proposed Certificated Service Territory
- Existing Certificated Service Territory

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

Disclaimer: Bearings and distances (attached separately) were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.
The mapping Source used for the roads base is PASDA, 2015.
*Bearings and Distances attached Seperately.

1 inch = 300 feet

0 150 300 600 Feet

Document Path: \\onegis.amwater.net\share\Pennsylvania\Acquisitions\York County\Fairview Township\Extensions\LoxasExtension.mxd

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit A-2

Bearings and Distances of Applied For Service Territory

Starting Point: X: -76.8642640534101 Y: 40.1975876684435			
From	To	Bearing	Distance
1	2	S49°37'54"E	127.559614
2	3	S9°37'32"W	34.544772
3	4	S2°45'18"W	25.917453
4	5	S3°08'02"E	25.917453
5	6	S10°00'16"E	34.544772
6	7	S19°49'10"E	51.766471
7	8	S29°38'04"E	34.544772
8	9	S38°28'04"E	43.161954
9	10	S48°16'58"E	43.161954
10	11	S57°06'59"E	34.544772
11	12	S66°47'32"E	653.998013
12	13	S56°20'29"W	1424.89125
13	14	N55°06'42"W	106.939144
14	15	N34°53'18"E	300
15	16	N13°30'18"W	976.03538
16	17	N68°58'36"E	281.67
17	1	N77°55'33"E	251.34346

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit C

Legal Description of Applied for Service Territory

September 23, 2025

LEGAL DESCRIPTION OF
PA AMERICAN SEWER TERRITORY EXPANSION
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

ALL the following tracts of land, with the improvements thereon erected, situate, lying and being in Fairview Township, York County, Pennsylvania, known as lands now or formerly of Loxas LLC (D.B. 2777-1138), Nick and Angela Loxas (D.B. 2777-1138) bounded and described as follows, to wit:

BEGINNING AT A POINT, said point being an iron pin at the northwesternmost property corner of lands now or formerly of Loxas LLC, following the Southern Right-of-Way line of Interstate 83, South 45 degrees 53 minutes 45 seconds West, a distance of 106.65 feet to an iron pin. Thence an arc, curving to the left having a radius of 5799.65 and an arc distance of 222.16 feet, the chord of said curve being South 46 degrees 59 minutes 35 seconds East a distance of 222.15 feet to a concrete monument. Thence, turning into lands now or formerly of Cash Now the following 2 courses and distances:

1. South 41 degrees 21 minutes 21 seconds West, a distance of 156.78 feet to an iron pin.

2. Thence, South 49 degrees 37 minutes 54 seconds East a distance of 127.56 feet to a concrete monument.

Thence, turning along the southern Right-of-Way of Pleasant View Road the following two (2) courses and distances:

1. Along an arc curving left having a radius of 252.27 feet and an arc distance of 354.36 feet, the chord of said curve being South 26 degrees 41 minutes 24 seconds East a distance of 325.94 feet to a concrete monument.

2. Thence, South 66 degrees 55 minutes 53 seconds East a distance of 628.28 feet to a point.

Thence, turning into lands now or formerly of Kenneth Snyder, South 56 degrees 20 minutes 29 seconds West a distance of 2,325.45 feet to a point. Thence turning along lands now or formerly of Michael and Nancy McKinney the following ten (10) courses and distances:

1. North 60 degrees 52 minutes 00 seconds West a distance of 594.99 feet to an iron pin.

2. Thence, North 33 degrees 37 minutes 00 seconds West a distance of 349.28 feet to a stone.

3. Thence, South 84 degrees 43 minutes 00 seconds West a distance of 345.47 feet to a stone.

4. Thence, North 15 degrees 21 minutes 01 seconds West a distance of 666.60 feet to a concrete monument.

5. Thence, North 75 degrees 46 minutes 00 seconds East a distance of 483.35 feet to a concrete monument.

6. Thence, North 04 degrees 43 minutes 00 seconds West a distance of 501.02 feet to a concrete monument.

7. Thence, South 71 degrees 43 minutes 00 seconds East a distance of 376.17 feet to an iron pin.

8. Thence, South 24 degrees 46 minutes 00 seconds East a distance of 600 feet to a point.

9. Thence, North 41 degrees 52 minutes 00 seconds East a distance of 1050.48 feet to a point.

10. Thence, North 18 degrees 46 minutes 00 seconds East a distance of 121.91 feet to a point.

Thence, turning along the southwestern lot line of lands now or formerly of Christopher Bohonyi the following two (2) courses and distances:

1. South 48 degrees 54 minutes 19 seconds East a distance of 90.67 feet to a nail.

2. Thence, North 51 degrees 21 minutes 53 seconds East a distance of 346.69 feet to an iron pin.

Thence along the eastern lot line of lands now or formerly of Michael and Nancy McKinney, North 03 degrees 29 minutes 01 seconds West a distance of 41.88 to an iron pin; the **POINT OF BEGINNING**.

The proposed sewer territory area to be expanded upon by PA American Water contains 3,214,791.52 square feet or 73.80 acres.

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit D

Fairview Township Ordinance Approving Re-Zoning of Three Parcels

FAIRVIEW TOWNSHIP
YORK COUNTY, PENNSYLVANIA

ORDINANCE NO. 2025- 01

AN ORDINANCE OF FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AMENDING THE CODE OF FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTIES OR PORTIONS THEREOF, AS FOLLOWS: YORK COUNTY TAX PARCELS 27-000-RF-0114.00-00000 (PORTION OF +/- 4.45 ACRES ONLY) AND 27-000-RF-0117.00-00000 (ALL - +/- 1.40 ACRES) FROM RESIDENTIAL MIXED USE TO COMMERCIAL BUSINESS; YORK COUNTY TAX PARCEL 27-000-RF-0118.00.00000 (ALL - +/- .24 ACRES) FROM RURAL LIVING TO COMMERCIAL BUSINESS AND YORK COUNTY TAX PARCELS 27-000-RF-0119.00.00000 (ALL - +/- .39 ACRES) AND 27-000-RF-0113.00.00000 (PORTION OF +/-3.02 ACRES) FROM RURAL LIVING TO RESIDENTIAL MIXED USE

WHEREAS, Loxas, LLC is the legal owner of real property situate in Fairview Township, York County, and identified as York County Tax Parcel Numbers 27-000-RF-0114.00-00000, containing +/-45.48 acres, situate at 349 Pleasant View Road, New Cumberland, PA, which property is zoned Residential Mixed Use ("Parcel 114"); and

WHEREAS, Kenneth B. Snyder is the legal owner and Loxas, LLC is the equitable owner of real property situate in Fairview Township, York County, and identified as York County Tax Parcel Number 27-000-RF-0117.00-00000, containing +/-1.40 acres, situate at 335 Pleasant View Road, New Cumberland, PA, which property is zoned Residential Mixed Use ("Parcel 117"); and

WHEREAS, MJH Investments, LLC, is the owner of real property situate in Fairview Township, York County, and identified as York County Tax Parcel Number 27-000- RF-0118.00-00000 containing +/- .24 acres, situate at 341 Pleasant View Road, which property is zoned Rural Living ("Parcel 118"); and

WHEREAS, Loxas, LLC is the legal owner of real property situate in Fairview Township, York County, and identified as York County Tax Parcel Numbers 27-000-RF-0119.00-00000, containing +/- .39 acres, situate at 345 Pleasant View Road, New Cumberland, PA, which property is zoned Rural Living ("Parcel 119"); and

WHEREAS, Nick and Angela Loxas are the legal owners of real property situate in Fairview Township, York County, and identified as York County Tax Parcel Numbers 27-000-RF-0113.00-00000, containing +/- 58.99 acres, situate at 319 Pleasant View Road, New

Cumberland, PA, which property is zoned Rural Living ("Parcel 113"); and

WHEREAS, the above-referenced owners have submitted an application to rezone all or portions of the subject parcels of land, as follows: 1) a portion of Parcel 114, containing +/- 4.45 acres of land and all of Parcel 117 containing +/- 1.40 acres of land from Residential Mixed Use to Commercial Business; 2) all of Parcel 118 containing +/- .24 acres of land from Rural Living to Commercial Business and 3) all of Parcel 119 containing +/- .39 acres and a portion of Parcel 113 containing +/- 3.02 acres of land from Rural Living to Residential Mixed Use; and

WHEREAS, the area to be rezoned from Residential Mixed Use to Commercial Business contains +/- 6.08 acres, as more fully set forth in the legal description, dated April 15, 2025 and entitled "Legal Description of Proposed Area to be Re-Zoned Commercial Business, Fairview Township, Pennsylvania," attached hereto as Exhibit A, which Exhibit A is incorporated herein by reference; and

WHEREAS, the area to be rezoned from Rural Living to Residential Mixed Use contains +/- .39 acres, as more fully set forth in the legal description, dated April 15, 2025 and entitled "Legal Description of Proposed Area to be Re-Zoned to Residential Mixed Use, Fairview Township, Pennsylvania," attached hereto as Exhibit B, which Exhibit B is incorporated herein by reference; and

WHEREAS, the area to be rezoned from Rural Living to Residential Mixed Use contains +/- 3.02 acres, as more fully set forth in the legal description, dated April 15, 2025 and entitled "Legal Description of Proposed Area to be Re-Zoned to Residential Mixed Use, Fairview Township, Pennsylvania," attached hereto as Exhibit C, which Exhibit C is incorporated herein by reference; and

WHEREAS, all areas to be rezoned pursuant to the application of the owners are shown graphically on the attached drawing, entitled, "Proposed Zoning Exhibit for Loxas – Reeeser's Summit," dated May 15, 2024 attached hereto as Exhibit D, which Exhibit D is incorporated herein by reference; and

WHEREAS, a public hearing was duly advertised and conducted according to law in order to hear public comment on the petition submitted by the legal owners of the subject property; and

WHEREAS, on January 27, 2025, Fairview Township adopted Resolution 02-2025 adopting an updated Comprehensive Plan and the Board of Supervisors have determined that the proposed rezoning of the above-described parcels is consistent with the future land use map for such parcels; and

WHEREAS, upon consideration of the petition, and public comment, as well as the comments of the Fairview Township Planning Commission and the York County Planning Commission, the Board of Supervisors desires to amend the Fairview Township Zoning Map.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Fairview Township,

York County, Pennsylvania, and it is hereby enacted and ordained by and through the authority of the same, as follows, to wit:

Section 1. The Official Zoning Map of Fairview Township is amended as follows:

A. As shown on Exhibit D, the zoning classification of the various parcels or portions thereof are hereby changed as follows: 1) a portion of Parcel 114, containing +/- 4.45 acres of land and all of Parcel 117 containing +/- 1.40 acres of land from Residential Mixed Use to Commercial Business; 2) all of Parcel 118 containing +/- .24 acres of land from Rural Living to Commercial Business and 3) all of Parcel 119 containing +/- .39 acres and a portion of Parcel 113 containing +/- 3.02 acres of land from Rural Living to Residential Mixed Use.

B. The total area of the various parcels of land or portions thereof rezoned hereunder are more specifically described in the Exhibits A – C, which Exhibits shall be used to amend the Official Zoning Map of Fairview Township.

Section 2. Within 30 days of enactment hereof, the Township Secretary is hereby directed to forward a copy of this Ordinance to the York County Planning Commission.

Section 3. Effective Date. This Ordinance shall take effect as provided by law.

ENACTED AND ORDAINED this 28th day of April, 2025.

ATTEST:

By: _____
Donald F. Martin
Township Secretary

BOARD OF SUPERVISORS OF
FAIRVIEW TOWNSHIP

By: _____
Dr. Lawrence G. Cox, Chairman

By: _____
John W. Jones, Vice-Chairman

By: _____
Christopher L. Allen

By: _____
Matthew Cox

By: _____
Mario D. Pirritano

EXHIBIT A

April 15, 2025

LEGAL DESCRIPTION OF
PROPOSED AREA TO BE RE-ZONED COMMERCIAL BUSINESS
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

ALL the following tracts of land, with the improvements thereon erected, situate, lying and being in Fairview Township, York County, Pennsylvania, known as lands now or formerly of Kenneth Snyder. (D.B. 1799-6186), MJH Investments, LLC (D.B. 2777-1138) bounded and described as follows, to wit:

BEGINNING AT A POINT, said point being an iron pin at the northeasternmost property corner of lands now or formerly of MJH Investments LLC, following the northern property line of lands now or formerly of Loxas, LLC, South 56 degrees 32 minutes 18 seconds West, a distance of 174.27 feet to an iron pin. Thence, turning into lands now or formerly Loxas, LLC the following eight (8) courses and distances:

1. South 56 degrees 32 minutes 18 seconds West, a distance of 6.51 feet to a point.
2. Thence an arc, curving to the right having a radius of 40.00 feet and an arc distance of 22.99 feet, the chord of said curve being South 73 degrees 00 minutes 18 seconds West a distance of 22.68 feet to a point.
3. Thence, South 89 degrees 28 minutes 18 seconds West, a distance of 54.28 feet to a point.
4. Thence an arc, curving to the left having a radius of 525.00 feet and an arc distance of 296.07 feet, the chord of said curve being South 73 degrees 18 minutes 57 seconds West a distance of 292.16 feet to a point.
5. Thence, South 57 degrees 09 minutes 36 seconds West, a distance of 97.58 feet to a point.
6. Thence, North 32 degrees 50 minutes 24 seconds West a distance of 155.58 feet to a point.
7. Thence, North 12 degrees 00 minutes 48 seconds West a distance of 476.94 feet to a point.
8. Thence, North 23 degrees 03 minutes 00 seconds East a distance of 60.38 feet to a point. Said point located on the southern right-of-way for Pleasant View Road.

Thence, following the right-of-way for Pleasant View Road, in an easterly direction, the following two (2) courses and distances:

1. South 66 degrees 55 minutes 53 seconds East, a distance of 603.29 feet to an iron pin.

EXHIBIT A

2. Thence an arc, curving to the right having a radius of 405.00 feet and an arc distance of 264.12 feet, the chord of said curve being South 48 degrees 14 minutes 55 seconds East a distance of 259.46 feet to an iron pin; the **POINT OF BEGINNING**.

The area to be re-zoned commercial business contains 264,980.33 square feet or 6.08 acres.

EXHIBIT A

EXHIBIT B

April 15, 2025

LEGAL DESCRIPTION OF
LANDS TO BE RE-ZONED TO RESIDENTIAL MIXED-USE
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

ALL the following tracts of land, with the improvements thereon erected, situate, lying and being in Fairview Township, York County, Pennsylvania, known as lands now or formerly of Loxas, LLC (D.B. 2773-2556) bounded and described as follows, to wit:

BEGINNING AT AN IRON PIN, said point being an iron pin at the northeasternmost property corner of lands now or formerly of MJH Investments LLC. Said point also being the southern right-of-way line for Pleasant View Road.

Thence from said **POINT**, and following the southern right-of-way for Pleasant View Road, the following two (2) courses and distances:

1. An arc, curving to the right having a radius of 405.00 feet and an arc distance of 18.76 feet, the chord of said curve being South 28 degrees 14 minutes 21 seconds East a distance of 18.75 feet to an iron pin.

2. Thence, South 26 degrees 54 minutes 45 seconds East, a distance of 111.36 feet to an iron pin.

Turning into lands now or formerly of Elisabeth Hickok and Daub Haldeman (D.B. 2016-3605), Loxas, LLC (D.B. 2777-1138) and MJH Investments, LLC (D.B. 2459-879) the following four (4) courses and distances:

1. South 86 degrees 17 minutes 28 seconds West a distance of 52.60 feet to a point.

2. Thence, South 60 degrees 37 minutes 45 seconds West a distance of 105.72 feet to a point.

3. Thence, North 38 degrees 40 minutes 57 seconds West, a distance of 96.06 feet to an iron pin.

4. Thence, North 56 degrees 32 minutes 18 seconds East, a distance of 174.27 feet to an iron pin. Said iron pin also being the **POINT OF BEGINNING**.

Area to be re-zoned to residential mixed-use contains 17,170.79 square feet or 0.39 acres.

EXHIBIT B

EXHIBIT C

April 15, 2025

LEGAL DESCRIPTION OF
AREA TO BE RE-ZONED TO RESIDENTIAL MIXED-USE
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

ALL the following tracts of land, with the improvements thereon erected, situate, lying and being in Fairview Township, York County, Pennsylvania, known as lands now or formerly of Nick & Angela Loxas (D.B. 2147-6929) bounded and described as follows, to wit:

BEGINNING AT AN IRON PIN, along the western property line of lands now or formerly of Loxas, LLC (D.B. 2777-1138) the following three (3) courses and distances:

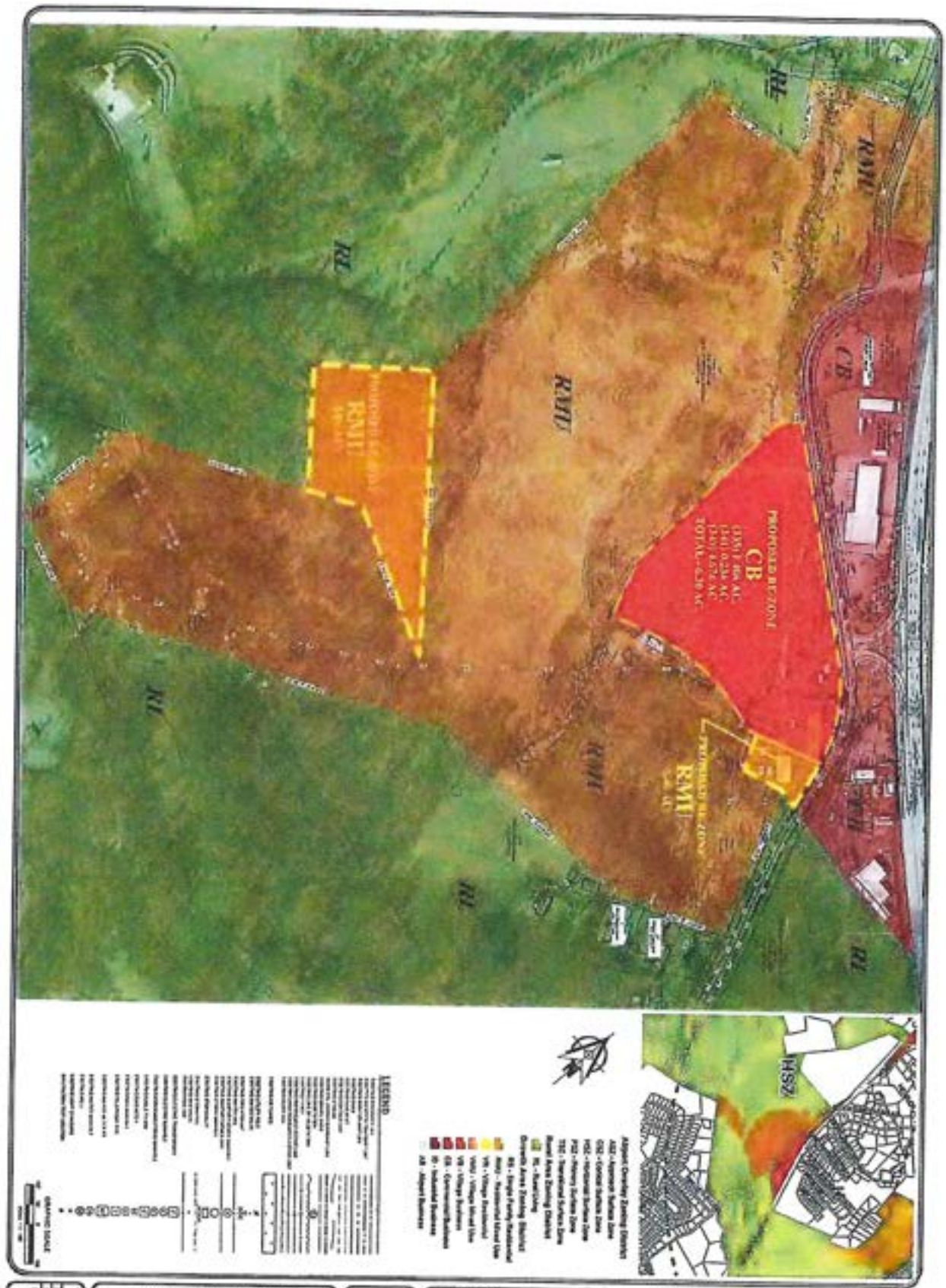
1. South 55 degrees 06 minutes 42 seconds East, a distance of 717.58 feet to a point.
2. Thence, North 78 degrees 31 minutes 15 seconds West, a distance of 402.56 feet to an axel.
3. Thence, 49 degrees 16 minutes 01 seconds West, a distance of 144.59 feet to a point. Thence, turning into lands now or formerly of Nick & Angela Loxas the following two (2) courses and distances:

1. North 55 degrees 06 minutes 42 seconds West, a distance of 312.24 feet to a point.
2. Thence, North 34 degrees 53 minutes 18 seconds East, a distance of 300.00 feet to an iron pipe, said iron pipe being the **POINT OF BEGINNING**.

Area to be re-zoned residential mixed-use contains 131,473.36 square feet or 3.02 acres.

EXHIBIT C

EXHIBIT D


PROPOSED REZONE
CB
PROPOSED REZONE
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PROPOSED REZONE
RMH
RMH
RMH

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit E

Fairview Township Tap-In Ordinance

§ 232-9. Use of public sewers required.

A. The owner of any improved property adjoining or adjacent to or whose principal building is within 150 feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within 60 days after notice to such owner from this Township to make such connection, for purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time. **[Amended 1-6-2014 by Ord. No. 2014-1]**

B. All sanitary sewage and industrial wastes from any improved property, after connection of such improved property with a sewer shall be required under Subsection A to be conducted into a sewer; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time.

C. No person shall place, shall deposit or shall permit to be placed or to be deposited upon public or private property within this Township any sanitary sewage or industrial wastes in violation Subsection A. No person shall discharge or shall permit to be discharged to any natural outlet within this Township any sanitary sewage or industrial wastes in violation of Subsection B, except where suitable treatment has been provided which is satisfactory to this Township.

D. No privy vault, cesspool, sinkhole, septic tank or similar receptacle shall be used or shall be maintained at any time upon any improved property which has been connected to a sewer or which shall be required under Subsection A, to be connected to a sewer. Every such privy vault, cesspool, sinkhole, septic tank or similar receptacle in existence shall be abandoned, cleansed and filled, at the expense of the owner of such improved property, under the direction and supervision of this Township; and any such privy vault, cesspool, sinkhole, septic tank or similar receptacle not so abandoned, cleansed and filled shall constitute a nuisance, and such nuisance may be abated, as provided by law, at the expense of the owner of such improved property.

E. No privy vault, cesspool, sinkhole, septic tank or similar receptacle at any time shall be connected with a sewer.

F. The notice by this Township to make a connection to a sewer, referred to in Subsection A, shall consist of a copy of this article, including any amendments or supplements at the time in effect, or a summary of each section hereof, and a written or printed document requiring the connection in accordance with the provisions of this article and specifying that such connection shall be made within 60 days after the date such notice is given or served. Such notice may be given or served at any time after a sewer is in place which can receive and can convey sanitary sewage and industrial wastes for treatment and disposal from the particular improved property. Such notice shall be given or served upon the owner in accordance with law.

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In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit F

PAWC's Approved Applications and Orders for Wastewater Service in Fairview Township

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held December 17, 2015

Commissioners Present:

Gladys M. Brown, Chairman
John F. Coleman, Jr., Vice Chairman
Pamela A. Witmer
Robert F. Powelson
Andrew G. Place

Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania	A-2015-2486532

ORDER

BY THE COMMISSION:

By the application (Application) filed on June 5, 2015, the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, PA 17033, seeks a certificate of public convenience pursuant to Sections 1102(a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. §§ 1102(a)(1)(i), and (3), evidencing Commission approval of: 1) the acquisition by PAWC-WD of substantially all of the wastewater system assets of Fairview Township,

and 2) the right of PAWC-WD to begin to offer or furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania. PAWC-WD is a wholly-owned division of the Pennsylvania-American Water Company (PAWC), utility code 212285.

I. BACKGROUND AND AFFECTED ENTITIES

Proofs of publication and service to appropriate entities were submitted by PAWC-WD. In addition, notice of this Application was published in the *Pennsylvania Bulletin*, 45 Pa.B. 3297, on Saturday, June 20, 2015. The protest period ended July 6, 2015. No protests were filed and no hearings were held.

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC-WD is currently engaged in the business of collecting, treating, transporting and disposing of wastewater and sewage for the public. PAWC-WD and its parent company, PAWC, respectively furnish wastewater and water service to the public in service territories encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. As of April 30, 2015, PAWC-WD furnished wastewater service to 17,198 customers as follows: 16,254 residential, 882 commercial, 7 industrial, 51 municipal and 4 bulk. The Application provided a description of PAWC-WD's and PAWC's certificated service territories, along with a detailed history that outlined all the mergers, acquisitions and consolidations which have created PAWC-WD and PAWC as both utilities exist today.

Fairview Township is a township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania, which owns and operates wastewater systems that provide wastewater collection, conveyance, treatment and disposal services to the public in Fairview Township, York County. Two of Fairview Township's

wastewater systems include wastewater treatment plants (WWTPs) while the third system collects and conveys wastewater to a WWTP owned and operated by a municipal authority in another municipality. As of April 30, 2015, Fairview Township furnished wastewater service to 3,912 customers consisting of 3,724 residential and 188 commercial customers. Fairview Township has a mailing address of 599 Lewisberry Road, New Cumberland, PA 17070.

II. LOCATION OF FACILITIES TO BE ACQUIRED

Fairview Township is located in the northern most portion of York County. Cumberland County and the Yellow Breeches Creek border Fairview Township to the northwest and Dauphin County and the Suquehanna River border the Township to the northeast. Two interstate highways, I-83 and I-76 (Pennsylvania Turnpike) traverse the Township. Interstate I-83 crosses the Township generally from north to south while the Pennsylvania Turnpike crosses from east to west. The junction of the two interstate highways is situated in the northern portion of the Township. According to mapping depicting the existing sewer areas in Fairview Township's Act 537 Sewage Facilities Plan Update (Act 537 Plan Update) approved by the Pennsylvania Department of Environmental Protection (DEP) on July 27, 2011, Fairview Township's wastewater system assets are situated within the following three service areas that are generally described in terms of each service area's proximity to Interstate I-83 and the Pennsylvania Turnpike:

1. Fairview Township's North WWTP service area, which is generally the northcentral and northeastern portions of Fairview Township situated along the Interstate I-83 corridor between the Pennsylvania Turnpike and Reesers Summit and extending east to the Susquehanna River,

2. Fairview Township's South WWTP service area, which is generally the south-central portion of Fairview Township situated along the Interstate I-83 corridor between Reesers Summit and the border with Newberry Township, and

3. Lower Allen Township's WWTP service area, which is generally the developed portion of Fairview Township located north of the Pennsylvania Turnpike and west of Interstate I-83.

Maps depicting the proposed wastewater service territory and a description of the proposed territory's boundaries are contained in the Application marked as Exhibit L. The proposed overall wastewater service territory area encompasses approximately 7,517 acres. PAWC provides water service in a portion of Fairview Township and Fairview Township's wastewater systems are contained within PAWC's existing water system footprint.

III. DESCRIPTION OF FACILITIES TO BE ACQUIRED

As of December 31, 2014, Fairview Township owned and maintained wastewater system assets that include approximately 360,600 feet (68 miles) of collection and conveyance pipe, approximately 1,700 manholes, 12 pump stations, and two wastewater treatment plants. Fairview Township's wastewater system assets consist of three separate systems. Two of Fairview Township's wastewater systems, the North and South wastewater systems, provide collection, conveyance, treatment and disposal services to approximately 3,300 customers while its third system provides wastewater collection and conveyance services to approximately 600 customers with treatment and disposal provided by the Lower Allen Township Authority's wastewater treatment facility.

Fairview Township's North WWTP service area, generally situated in the northcentral and northeastern portions of the Township, has a collection and conveyance

system that includes approximately 99,200 feet (18 miles) of sewer pipe, approximately 510 manholes and four pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the North WWTP (North WWTP's 2014 Report), the North WWTP's collection and conveyance facilities include sewer mains ranging in size from 8 to 12 inches in diameter. The North WWTP's 2014 Report states there are no known major problems within the North WWTP's collection system and there are no combined sewers in the collection system. Further, the North WWTP's 2014 Report states the oldest sewer lines contributing flow to the North WWTP were constructed in 1965 and describes the overall condition of the collection system as being reflective of its age and materials of construction.

The North WWTP operates under the National Pollutant Discharge Elimination System (NPDES) Permit No. PA0081868 and has a permitted and designed average wastewater flow of 0.726 million gallons per day (MGD) based on monthly average flow and 1.206 MGD based on maximum monthly flow. Following its original construction in 1965, the North WWTP underwent upgrades in 1992 and again in 2013. Improvements to the wastewater treatment plant constructed in 2013 consisted of a new headworks building, screening and replacement of chlorine disinfection with ultraviolet (UV) disinfection. The North WWTP's process now consists of preliminary screening, extended aeration activated sludge, final clarification and UV disinfection. Solids are wasted periodically and are transported to Fairview Township's South WWTP for further processing. The effluent is discharged into Lower Allen Township Authority's outfall interceptor that leads to the Susquehanna River, which is governed by the Fairview Township and Lower Allen Township Authority agreement for Fairview Township to have capacity rights to discharge treated wastewater into Lower Allen Township Authority's outfall interceptor. In addition, Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the North WWTP's NPDES Permit.

Fairview Township's South WWTP service area, generally situated in the southcentral portion of the Township, has a collection and conveyance system that includes approximately 210,600 feet (40 miles) of sewer pipe, approximately 1,010 manholes and six pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the South WWTP (South WWTP's 2014 Report), the collection and conveyance facilities include sewer mains ranging in size from 8 to 16 inches in diameter. The South WWTP's 2014 Report states there are no known major problems within its collection system which was primarily constructed in 1993. The South WWTP's 2014 Report describes the collection system as in relatively good condition. There are no combined sewers in the South WWTP's collection system.

The South WWTP operates under NPDES Permit No. PA0082589 and has the permitted and designed average wastewater flow of 0.50 MGD based on monthly average flow and 0.94 MGD based on maximum monthly flow. The South WWTP was constructed in 1993 and consists of preliminary screening, sequencing batch reactors and disinfection with chorine. The treated wastewater is discharged to an unnamed tributary to Fishing Creek. Solids handling facilities are comprised of an aerobic digester/storage tank and belt press filtration. Dewatered biosolids are disposed of at Modern Landfill in Lower Windsor and Windsor Townships, York County. Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the South WWTP's NPDES Permit.

Fairview Township's wastewater service area that collects and conveys wastewater flow to the Lower Allen Township Authority's WWTP, generally situated in the northwest portion of the Township, has a collection and conveyance system that includes approximately 50,800 feet (10 miles) of sewer pipe, approximately 200 manholes, and two pump stations. According to PAWC, the collection area encompasses

approximately 670 acres and the collection and conveyance facilities include interceptors and gravity sewer mains ranging in size from 8 to 10 inches in diameter along with 2 inch diameter force mains that transport wastewater to the Lower Allen Township Authority's WWTP. The flow of wastewater from Fairview Township to the Lower Allen Township Authority WWTP is governed by an agreement between the two entities that allocates reserve capacity to Fairview Township at the Lower Allen Township Authority's WWTP for the collection, transportation, treatment and discharge of sewage.

IV. PURCHASE AGREEMENT

On June 1, 2015, PAWC-WD entered into a purchase agreement (Agreement) with Fairview Township by which PAWC-WD agreed to purchase the wastewater system assets of Fairview Township for the consideration of $16,800,000. In addition, PAWC-WD will pay Fairview Township for the costs incurred by Fairview Township less the reimbursement from the Pennsylvania Turnpike Commission for the Lewisberry Road sewer main relocation project, referred to as the Turnpike Relocation Project, up to a maximum of $1,000,000. Both the purchase price and the reimbursement shall be paid to Fairview Township on the date of closing. A copy of the Agreement is attached to the Application and is marked as Exhibit F. According to PAWC-WD, the negotiations were conducted at arm's length. PAWC-WD and Fairview Township are not affiliated with each other. Also, PAWC-WD states no investment securities will be transferred in the proposed transaction.

PAWC-WD will purchase Fairview Township wastewater system assets as defined in the Agreement's Section 1.1. Generally, the Agreement states that every asset, property and right owned by Fairview Township and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the wastewater systems owned by Fairview Township shall be conveyed. Also, included in the acquired

assets is the remaining deposit balance from the contract with the Red Barn Trading Company as well as developer/customer deposits.

Excluded assets are described in the Agreement's Section 1.2 and specifically exclude sewer service laterals on the customer side, any and all grinder pump units and related appurtenances of the individual customers, and all storm water system facilities as well as the assets listed in the Agreement's Schedule 1.2. The list of excluded assets in the Agreement's Schedule 1.2 consists of cash, accounts receivable, two-way radio communications equipment, 2005 John Deere tractor, 2011 Ford F-550 truck, Mitel phone equipment, Trimble survey equipment and a push camera. Excluded liabilities are discussed in the Agreement's Section 1.3 and specifically exclude any liabilities of Fairview Township including any obligations owed by Fairview Township to others.

The Agreement's Section 4.8 mentions that, at the time of closing, PAWC-WD and Fairview Township will enter into a mutually agreeable lease to allow Fairview Township's continued use of the existing yard waste and household electronics recycling center located adjacent the Fairview Township's North WWTP until such time as Fairview Township is able to relocate the recycling center to another site.[1]

The Agreement's Schedule 4.11 lists a land lease agreement between the Fairview Township Authority and the Pennsylvania Cellular Telephone Corp., dated April 18, 1996, for the installation of a communication tower. The initial annual rent was $13,200 and is adjusted periodically based upon the National Consumer Price Index. The maximum length of term for this lease is 25 years. Schedule 4.11 also lists the

[1] See Docket U-2015-2507298 filed by PAWC-WD on October 5, 2015. The term of the subject Lease is three years and the rent will be $1.00 annually. In addition, Fairview Township has agreed to pay PAWC-WD 10% of all taxes or assessments against the premises located at 57 Fairview Road, New Cumberland, Pennsylvania 17070. The property PAWC-WD is acquiring from Fairview Township for the North WWTP is comprised of six separate parcels of which two appear to contain the proposed lease area for the recycling center.

assignment of the communication tower's land lease agreement to Fairview Township dated June 25, 1997.

The Agreement's Section 4.12 and Schedule 4.12 identify the following known contracts that Fairview Township has relating to its wastewater systems:

1. Red Barn Trading Agreement of Sale - On April 10, 2008, the Fairview Township Authority and Fairview Township entered into an agreement with the Red Barn Trading Company for the Fairview Township Authority and Fairview Township to purchase in advance $375,000 nitrogen water quality nutrient credits for a period of 15 years. Each year $12,500 of this advance payment is used to meet the annual obligation. As of December 31, 2014, $312,500 of the advance payment was still available. During 2014, Fairview Township paid $100,051, net of the $12,500 advance payment, for the nutrient credits. Fairview Township has commitments through 2024 of $1,016,477, net of the advance payment of $312,500 as of December 31, 2014. According to the Agreement, the Red Barn Trading Agreement of Sale will be assigned to PAWC-WD.

2. Reservation of Capacity Fee Agreements - The following is a list of the six owners who purchased capacity fee reservations from Fairview Township along with their equivalent dwelling unit (EDU) allocation: Chris McKinney (1 EDU); Paul E. Shearer Trust (3 EDUs); DJH Penn Valley (13 EDUs); Eastern Development & Planning (157 EDUs); Old York Developers, LLC (26 EDUs); and Gemcraft Homes (39 EDUs). While the Application references these agreements, the filing is silent as to whether PAWC-WD will assume the same. Therefore, we shall direct PAWC-WD to provide copies of the agreements and clarify its intention thereto.

3. Prepaid Tapping Fee Agreements - The following is a list of 8 owners who purchased prepaid tapping fees with their remaining EDUs and associated EDU value: Briarcliff, Phase 1 & 2 (3 EDUs, $9,045); Old Orchard, Phase 3 (46 EDUs, $204,240); Woods @ Deer Run (7 EDUs, $31,080); Pelleschi (2 EDUs, $8,880); Beinhower (2 EDUs, $8,880); Woodbridge, Phase 7 – S&A (6 EDUs, $26,640); Woodbridge, Phases 8-11 (31 EDUs, $252,030); and Weatherstone (27 EDUs, $108,27). According to the Agreement, the Prepaid Tapping Fee Agreements will be assigned to PAWC-WD.

4. Lower Allen Township Agreement for Connection to the Outfall Line of the Lower Allen Township Authority - The original agreement was between the Fairview Township Authority and the Lower Allen Township Authority is dated December 28, 1976. This agreement was amended twice: first on June 6, 1994 and then on March 13, 2000. The total reserved outfall capacity from Fairview Township's North wastewater treatment plant in the Lower Allen Township Authority outfall line is 726,000 gallons per day. According to the Agreement, the Connection to the Outfall Line of the Lower Allen Township Authority Agreement will be assigned to PAWC-WD.

5. Lower Allen Township Agreement for Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township - The original Agreement between the Fairview Township/Fairview Township Authority and the Lower Allen Township is dated December 28, 1976. This agreement was amended twice; first on September 6, 1990 and then on September 4, 1997. This agreement with Lower Allen Township is for the collection, transportation, treatment and discharge of sewage from portions of Fairview Township. According to the Agreement, the Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township Agreement with Lower Allen Township will be assigned to PAWC-WD.

Finally, the Agreement's Section 6.2.3 states that PAWC-WD will construct at its sole cost and expense the Phase 2 Collection System Extension within the North WWTP's service area as identified in Fairview Township's Act 537 Plan Update. The Phase 2 Collection System Extension will be constructed within the time frame stipulated and agreed to with DEP, which as of June 1, 2015, is December 31, 2016. Prior to closing, Fairview Township shall have completed the design for the Phase 2 Collection System Extension and shall have all permits in hand and shall have secured easements, rights-of-way and property necessary for the project. The Phase 2 Collection System Extension will include the construction of 21,425 feet of gravity sewer pipe; 9,110 feet of force main; 735 feet of low pressure sewer pipe and three pump stations. The project is expected to cost approximately $8,297,000 and will serve approximately 250 additional customer connections.

V. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD provided supplemental information stating it will spend approximately $13.1 million on improvements to Fairview Township's wastewater system and anticipates completing the capital improvements within the first five years of ownership. Of the $13.1 million in proposed improvements, approximately $8.3 million is for the construction of the sewer extension to serve Fairview Farms, which is identified as the Phase 2 Sewer Project in Fairview Township's Act 537 Plan Update. The Meadowbrook Mobile Home Park is included in the Fairview Farms sewer service area.

PAWC-WD
Capital Improvements Schedule and Cost Estimate
for Fairview Township Wastewater Systems

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Infiltration and Inflow Study	$46,970	$53,680	$0	$0	$0	$100,650
Targeted Sewer Replacements	$0	$0	$1,006,500	$1,006,500	$1,006,500	$3,019,500
Flow Meter Installation	$134,200	$0	$0	$0	$0	$134,200
Safety and Security	$67,100	$0	$0	$0	$0	$67,100
Pump Station SCADA	$106,018	$0	$0	$0	$0	$106,018
Pump Station Improvements	$201,300	$247,599	$0	$0	$0	$448,899
Treatment Plant SCADA	$127,490	$0	$0	$0	$0	$127,490
Treatment Plant Improvements	$134,200	$641,476	$0	$0	$0	$775,676
Phase 2 Sewer Project	$4,148,257	$4,148,257	$0	$0	$0	$8,296,514
TOTALS	**$4,965,535**	**$5,091,012**	**$1,006,500**	**$1,006,500**	**$ 1,006,500**	**$13,076,047**

The following are the tentative journal entries that will be used to record the Fairview Township wastewater system purchase into the accounts of PAWC-WD:

	Debit	Credit
Utility Plant	$27,499,024	
Accumulated Depreciation		$12,213,025
Utility Plant Acquisition Adjustment	$1,514,001	
Short Term Debt		$16,800,000

PAWC-WD will undertake an original cost study and will establish the depreciated original costs of Fairview Township's wastewater system assets including any contributed property. Subsequently, PAWC-WD will amend the pro forma balance sheet giving effect to the transfer. PAWC-WD will initially finance the purchase by short term bank debt that will be replaced through the issuance of long-term debt at the appropriate time.

VI. PROPOSED RATES

At the time of closing, the Fairview Township wastewater customers will be transferred to PAWC-WD at Fairview Township's existing rates, which shall be maintained at least until December 31, 2017 as specified in the Agreement. However, PAWC-WD intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. In addition, PAWC-WD will apply its currently tariffed rules and regulations as well as miscellaneous fees including the capacity reservation fee in lieu of Fairview Township's current tap-in fee effective at closing.

For residential customers, Fairview Township currently charges a quarterly flat rate of $192 per EDU in accordance with Sections 232-14 and A302-1of its municipal ordinances. Further, Section 232-13 of Fairview Township's municipal ordinance, last amended December 6, 2010, defines an EDU as a daily sewage flow in any amount up to 225 gallons per day. Accordingly, a typical Fairview Township residential customer using 10,950 gallons per quarter with a 1 EDU allocation currently pays $192 quarterly or $768 annually. After closing, the same Fairview Township residential customer will pay $64 monthly or $768 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township residential customer would pay $54.51 per month ($7.50 Service Charge + [$1.2880 Usage Charge/100 gallons x 3,650 gallons]) or $654.12 annually.

PAWC-WD represents that the Fairview Township non-residential customers are metered and billed on a volumetric-basis. Accordingly, a typical Fairview Township non-residential customer using 55,290 gallons per quarter with a 1 EDU allocation currently pays $636.17 quarterly ($233.00 per EDU + [(55,290 gallons – 20,250 gallons) x $1.1506/100 gallons]) or $2,544.68 annually. After closing, the same Fairview Township non-residential customer will pay $212.06 monthly ($77.67 per EDU +

[(18,430 gallons – 6,750 gallons) x $1.1506/100 gallons]) or $2,544.72 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township non-residential customer would pay $226.31 monthly ($20.00 Service Charge + [$1.1194 Usage Charge/100 gallons x 18,430 gallons]) or about $2,715.72 annually.

We note that Fairview Township also has a non-metered quarterly flat rate contained in Sections 232-14 and A302-1 of its municipal ordinances. For clarification, we shall direct PAWC-WD to confirm whether all non-residential customers are metered and, if not, how those customers will be billed.

In supplemental information provided, PAWC-WD estimated its annual revenue based upon Fairview Township's 2014 financial information will be approximately $4,198,000. PAWC-WD estimated its annual operating expenses will be $2,191,000 producing an estimated operating income of approximately $2,007,000 ($4,198,000 Annual Revenues – $2,191,000 Annual Expenses).

VII. OPERATIONS UNDER PAWC-WD

PAWC-WD's target date to begin providing service to the homes currently served by the Fairview Township wastewater systems is immediately upon closing. PAWC-WD stated Fairview Township's wastewater systems will be operated as stand-alone systems and will be operated and managed from PAWC's Mechanicsburg operations.

VIII. ACT 537 SEWAGE FACILITIES PLAN AND LAND-USE PLANNING COMPLIANCE

PAWC-WD stated its proposed service territory is in accordance with Fairview Township's Act 537 Plan Update as approved by DEP on July 27, 2011. The proposed service territory includes the Timber Ridge and Fairview Farms areas of Fairview

Township. The Timber Ridge area is being served by the Phase 1 Collection System extension to the North WTTP. The Fairview Farms area will be served by the Phase 2 Collection System extension to the same plant.

PAWC-WD sent letters to Fairview Township and the York County Planning Commission seeking verification that its acquisition of the Fairview Township wastewater system will comply with municipal and county land use planning. PAWC-WD submitted copies of the subject request letters that it sent to Fairview Township and York County along with corresponding certified mail receipts as well as the responses from entities indicating the acquisition is in compliance with current municipal and county land use planning.

IX. OTHER CONSIDERATIONS

According to DEP, PAWC-WD and Fairview Township have no outstanding compliance or operational issues. Also, PAWC-WD is current with its annual, quarterly earnings and security planning and readiness report filing requirements. Further, PAWC-WD has no outstanding fines or assessments due to the Commission.

X. CONCLUSION

PAWC-WD avers the proposed transfer will have no detrimental effect on the service provided to PAWC-WD's existing customers or the customers transferred by Fairview Township. The transferred customers will receive the benefit of PAWC-WD's experience in managing and operating wastewater systems which will result in efficiencies and improvements in service. PAWC-WD's existing customers will benefit because the acquisition will expand the customer base, over which existing costs are recovered and thereby stabilize per-customer costs. PAWC-WD also has the managerial, technical and financial capabilities to safely and adequately operate the Fairview

Township's wastewater systems in compliance with the Public Utility Code, the Clean Streams Law and other regulatory requirements, and to make improvements as needed, on a short and long term basis.

Based upon the facts that PAWC-WD will expand its service territory to customers in compliance with Commission regulations and that PAWC-WD will be meeting the needs of new customers without any detriment to its existing customers, the Commission finds that granting PAWC-WD's application for the acquisition is necessary or proper for the service, accommodation, convenience, or safety of the public; **THEREFORE,**

IT IS ORDERED:

1. That the Application of the Pennsylvania-American Water Company - Wastewater Division at Docket A-2015-2486532 is hereby approved.

2. That Pennsylvania-American Water Company - Wastewater Division shall notify the Commission within 10 days of the closing with Fairview Township.

3. That upon notice of closing, a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(1)(i) evidencing Commission approval for the Pennsylvania-American Water Company - Wastewater Division to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview Township, York County.

4. That within 10 days of the date of this Order, Pennsylvania-American Water Company - Wastewater Division shall provide the Commission with clarification as to how each of Fairview Township's 188 non-residential wastewater customers were previously billed (i.e., flat rate, volumetric-based, or other) in order to verify

Pennsylvania-American Water Company – Wastewater Division's commitment to retaining the same rates as Fairview Township.

5. That a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(3) evidencing Commission approval of the acquisition by the Pennsylvania-American Water Company - Wastewater Division of substantially all of the wastewater system assets of Fairview Township as described in the Application.

6. That Pennsylvania-American Water Company - Wastewater Division will file copies of its original cost study of the wastewater system assets acquired from Fairview Township with the Secretary's Bureau and the Bureau of Technical Utility Services, upon completion of said study.

7. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Reservation of Capacity Fee Agreements listed in the Application's Schedule 4.12 with the Secretary's Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township and clarify whether PAWC-WD will assume responsibility for the agreements.

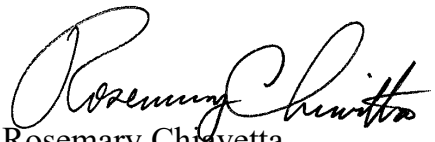
8. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Prepaid Tapping Fees Agreements listed in the Application's Schedule 4.12 with the Secretary's Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township.

9. That Pennsylvania-American Water Company - Wastewater Division shall file a tariff supplement incorporating Fairview Township's wastewater service territory and existing wastewater service rates within 10 days following the date of closing, to become effective on one day's notice.

10. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company - Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

11. That a copy of this Order be served upon The Pennsylvania-American Water Company - Wastewater Division, York County Commissioners, Fairview Township Board of Supervisors, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, the Department of Revenue, the Bureau of Corporate Taxes, the Department of Environmental Protection – Southcentral Regional Office and its Central Office Bureau of Regulatory Counsel.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)
ORDER ADOPTED: December 17, 2015
ORDER ENTERED: December 17, 2015

PENNSYLVANIA
AMERICAN WATER

Corporate Counsel
800 Hershey Park Drive
Hershey PA 17033
P (717) 531-3208
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susan.marsh@amwater.com

Susan Simms Marsh
Corporate Counsel

June 5, 2015

Rosemary Chiavetta
Pennsylvania Public Utility
Commission
Commonwealth Keystone Building
400 North Street, PO Box 3265
Harrisburg, PA 17105-3265

In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.

Dear Ms. Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of $350 for the Commission's filing fee.

Sincerely,

Susan Simms Marsh

Enclosures
cc: Office of Consumer Advocate
Office of Small Business Advocate
Department of Environmental Protection

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's, assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.
Application No. _____

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company ("Pennsylvania-American" or "PAWC") hereby requests that the Pennsylvania Public Utility Commission ("PUC" or the "Commission") issue Certificates of Public Convenience evidencing its approval under Sections 1102(a) and 507 of the Public Utility Code (66 Pa.C.S. §1102(a), 507) of: (1) Pennsylvania-American's acquisition of substantially all of the assets, properties and rights of the Township of Fairview ("Fairview") related to, or used in connection with, its wastewater system; (2) Pennsylvania-American's right to offer, render, furnish and supply wastewater service in the areas served by Fairview, pursuant to Fairview's Act 537 Plan as filed and approved on July 27, 2011 by the Pennsylvania Department of Environmental Protection ("DEP").

2. The name and address of the Applicant is:

Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033

3. The names and address of the Applicant's attorney are:

Susan Simms Marsh, Esquire
Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033
(717) 533-5000

4. Fairview Township, York County, Pennsylvania is a township of the second class and is the owner and operator of a public sanitary wastewater treatment, collection and disposal system providing wastewater services to the public in a service territory encompassing portions of the Township of Fairview, York County, Pennsylvania. Pennsylvania-American currently provides water service to Fairview Township. Letters Patent were issued on December 31, 1903 to Fairview Township Water Company for the purpose of supplying and furnishing water to the public and such individuals, partnerships or corporations residing or being in the Township of Fairview, York County. On February 17, 1904, Letters Patent were issued merging Fairview Water Company into Riverton Consolidated Water Company (now known as Pennsylvania-American Water Company). In addition, the Commission approved, under Docket No. A-212285 (1987), Pennsylvania-American Water Company's acquisition of Red Land Water Company which served a portion of Fairview Township.

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. A description of Pennsylvania-American's certificated water and wastewater service territory is found in Exhibit A, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania-American as it exists today.

6. As of April 30, 2015, Fairview furnishes wastewater service to 3,912 customers, as follows:

Residential	3,724
Commercial	188

7. As of April 30, 2015, Pennsylvania-American furnished wastewater service to 17,198 customers, as follows:

Residential	16,254
Commercial	882
Industrial	7
Municipal	51
Bulk	4

A. TRANSFER, BY SALE, OF SUBSTANTIALLY ALL OF THE TOWNSHIP OF FAIRVIEW'S ASSETS, PROPERTIES AND RIGHTS RELATED TO ITS WASTEWATER SYSTEM TO PENNSYLVANIA-AMERICAN WATER COMPANY

All of the preceding and succeeding paragraphs are incorporated by reference into this sub-part A.

Summary of the Transaction

8. On June 1, 2015 Fairview entered into an agreement with Pennsylvania-American to sell the wastewater assets of Fairview.

Background Financial Information

9. There is attached hereto the unaudited balance sheet of Fairview as of December 31, 2014 (Exhibit B), which is the latest available, and Pennsylvania-American's balance sheet as of December 31, 2014 (Exhibit C). Pennsylvania-American will undertake an original cost study to determine the original cost and accumulated depreciation of Fairview's wastewater utility plant in service.

10. There is attached hereto the unaudited income statement of Fairview for the 12 months ended December 31, 2014 (Exhibit D) and Pennsylvania-American's income statement for the 12 months ended December 31, 2014 (Exhibit E).

11. All the annual reports, tariffs, certificates of public convenience, applications, securities certificates and similar documents filed with your Honorable Commission by Pennsylvania-American and its predecessors are made a part hereof by reference.

Terms And Impact of the Transaction

12. This Application seeks approval of the transfer to Pennsylvania-American of substantially all of the wastewater property and rights of Fairview. The terms and conditions of the transaction are contained in the executed Agreement between Pennsylvania-American and Fairview (Exhibit F). The specific property to be transferred is defined and described in Paragraph 1.1 of the Agreement.

13. The consideration for the transfer of the wastewater system is as outlined in Paragraph 2.1 of the Agreement. The transaction is at arm's length.

14. No investment securities will be transferred in the proposed transaction.

15. There is attached hereto an unaudited pro forma balance sheet of Pennsylvania-American as of December 31, 2014, giving effect to the transfer (Exhibit G). However, as noted in Paragraph 9 above, Pennsylvania-American will update the original cost study through Closing for the purpose of establishing the depreciated original cost of the utility plant of Fairview. Once the original cost study is updated and the property's depreciated original cost and book value are finalized, Pennsylvania-American will amend the pro forma balance sheet giving effect to the transfer, accordingly.

16. There is attached hereto an unaudited pro forma consolidated income statement of Pennsylvania-American and Fairview for the 12 months ended December 31, 2014 (Exhibit H).

17. Tentative journal entries to record the transfer in Pennsylvania-American's accounts are set forth below, based upon the books of Fairview and the purchase price. However, as stated above, Pennsylvania-American will undertake an original cost study and will establish the depreciated original costs for Fairview's utility plant based on the results of the study.

Utility Plant	$27,499,024
Accumulated Depreciation	(12,213,025)
Utility Plant Acquisition Adjustment	1,514,001

Short Term Debt 16,800,000

18. There is attached a certified copy of the resolutions adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the Agreement and the consummation of the proposed transfer (Exhibit I). A copy of the resolutions adopted by the officers of Fairview authorizing the execution of the Agreement is attached as Exhibit J.

Effect on Service and Rates

19. The proposed transfer will have no detrimental effect on the service provided to Pennsylvania-American's existing customers or the customers transferred by Fairview. Pennsylvania-American believes that the proposed transfer will have a beneficial effect on the customers of Fairview in that they will receive the benefit of Pennsylvania-American's experience in managing and operating water and wastewater systems which will result in efficiencies and improvements in the service to the customers to be transferred. Pennsylvania-American's existing customers will benefit because the acquisition will expand the customer base, over which existing

costs are recovered and thereby, stabilize or reduce per-customer costs. The proposed transfer is in the public interest and satisfies the applicable standard of Section 1103of the Public Utility Code (66 Pa.C.S.§1103) for, among other, the following reasons:

a. Pennsylvania-American has the managerial, technical and financial capabilities to safely and adequately operate the Fairview wastewater system in compliance with the Public Utility Code, the Clean Streams Law and other requisite regulatory requirements, and to make improvements as needed, on a short and long term basis.

b. The acquisition will further the Commission's goal of regionalization. Fairview's wastewater system will become a part of a larger organization that is viable and is committed to providing improved service in the future. Any necessary system improvements can be completed within a reasonable period of time, without adversely affecting service to Pennsylvania-American existing customers.

c. The transferred customers will be served by a large, financially sound company, that has the capability to finance necessary capital additions. Given its size, access to the capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to Fairview's customers and maintained for Pennsylvania-American's existing customers.

d. The transferred customers will benefit from enhanced customer service in a number of areas, such as additional bill payment options, extended customer service and call center hours, customer information and education programs.

e. The acquisition of Fairview and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings.

f. Fairview is a standalone wastewater system within Pennsylvania-American's existing water system footprint and will be operated and managed from Pennsylvania-American's Mechanicsburg operations.

20. The proposed transfer will have no immediate effect on the rates for service to be charged to Pennsylvania-American's existing customers. With regard to the customers to be transferred by Fairview to Pennsylvania-American, Pennsylvania-American will adopt Fairview's rates existing at the time of Closing and adopt PAWC's schedule of miscellaneous fees including the capacity reservation fee pursuant to its statewide wastewater tariff whereby new customers will be subject to a capacity reservation fee as defined in the tariff. PAWC intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. Fairview's current quarterly rates and PAWC's proposed monthly rates are shown on Exhibit K.

21. Pennsylvania-American will initially finance the transfer by short term bank debt which, at the appropriate time will be replaced through the issuance of long-term debt.

22. The reason for the proposed transfer is the purchase by Pennsylvania-American of Fairview's wastewater system.

23. Pennsylvania-American and Fairview are not affiliated with each other.

24. Fairview is not subject to any special or general assessments outstanding against it pursuant to Section 510 of the Public Utility Code.

B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WASTEWATER SERVICE TO THE PUBLIC IN THE TOWNSHIP OF FARIVIEW, YORK COUNTY, PENNSYLVANIA.

All of the preceding and succeeding paragraphs are incorporated by reference into this sub-part B.

25. Pennsylvania-American is currently furnishing water services in the service territory outlined in Paragraph 5. Fairview currently provides wastewater services to approximately 3,900 customers in the area.

26. The areas served by Fairview consist of approximately 7,517 acres as shown on the map in Exhibit L and are further described in Exhibit M.

27. No additional permanent capital will be required by Pennsylvania-American for the purpose of financing the matters and things involved in this Application except as stated in paragraph 21.

28. No corporation, partnership or individual other than Fairview is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by Pennsylvania-American in the territory covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, substantially all the wastewater property and rights of Fairview. Fairview will permanently discontinue all wastewater service to the public.

29. The facilities to be employed are described in Paragraph 1.1 of the Agreement. Specifically excluded assets are described in Paragraph 1.2 of the Agreement.

30. Immediately upon Closing, Pennsylvania-American will adopt Fairview's existing rates in the Application territory, and apply the rules and regulations regarding conditions of service, as set forth in Pennsylvania-American's duly filed and in effect tariff on the date of closing and as amended from time to time.

31. The estimated annual revenues and expenses of Pennsylvania-American in the application territory are set forth in Exhibit N.

D. CONCLUSION

32. Approval of this Application is necessary and proper in order for the public now served by Fairview to benefit by receiving wastewater service from a public wastewater supply company with the resources and personnel to provide safe and reliable treatment of wastewater at reasonable prices.

WHEREFORE, Applicant prays your Honorable Commission to issue the necessary Certificates of Public Convenience under the Public Utility Code, as amended, 66 Pa. C.S. §1102(a), 507, authorizing:

(a) the transfer, by sale, of substantially all the assets, properties and rights of Fairview related to or used in connection with its wastewater system to Pennsylvania-American in accordance with the Agreement, and;

(b) the commencement by Pennsylvania-American of wastewater service to the public in The Township of Fairview, York County, Pennsylvania, and;

Respectfully submitted,

Susan Simms Marsh, Esquire
Attorney No. 44689
Counsel for
Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033

Dated: June 5, 2015

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF DAUPHIN)

Personally appeared before me, a Notary Public in and for said Commonwealth and County, Kathy L. Pape, President of Pennsylvania-American Water Company who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Application are true and correct to the best of his knowledge, information and belief.

President

Sworn to and subscribed before me
this 5th day of June,
2015.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROBERTA L. GAUTSCH, Notary Public
Derry Twp., Dauphin County
My Commission Expires December 26, 2018

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water

Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014) and Hamiltonban Township Municipal Authority (Adams County, November 3, 2014). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 649,327 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West

Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn[3] and Wyomissing[2] and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview[1] and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of Milton, Northumberland and Watsontown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly

and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 17,088 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

[1] West Fairview Borough was merged into East Pennsboro Township in 1998.
[2] Wyomissing Hills was merged into Wyomissing Borough in 2002.
[3] West Lawn was merged into Spring Township in 2006.

[404 municipalities in 36 counties.]

12/31/2014

Fairview TWP
Pro-Forma Balance Sheet (Unaudited)
December 31, 2014
(Dollars in thousands)

		Fairview TWP December 31, 2014 (Unaudited)
Property, plant and equipment		
Utility plant - at original cost less accumulated depreciation	$	15,286
Utility plant acquisition adjustments, net		
Total Non-Utility Plant, net		
Total property plant and equipment	**$**	**15,286**
Current assets		
Cash and cash equivalents	$	11,608
Accounts receivable:	$	-
Billed, net of allowance for doubtful accounts	$	398
Unbilled		
Other current assets	$	313
Total current assets	**$**	**12,318**
Long-term assets		
Regulatory assets		
Goodwill		
Prepaid Pension Expense		
Other		
Total long-term assets	**$**	**-**
Total assets	**$**	**27,604**
Capitalization and Liabilities		
Capitalization		
Total stockholder's equity	**$**	**7,709**
Long-term debt	$	-
Preferred stock without mandatory redemption requirements		
Preferred stock with mandatory redemption requirements		
Total capitalization	**$**	**7,709**
Current liabilities		
Notes payable - associated companies		17,714
Current portion of long-term debt	$	1,476
Other	$	705
Total current liabilities	**$**	**19,895**
Long-term liabilities		
Deferred income taxes		
Regulatory Liabilities	$	-
Other		
Total long-term liabilities	**$**	**-**
Contributions in aid of construction	**$**	**-**
Total capitalization and liabilities	**$**	**27,604**

Exhibit B

Pennsylvania-American Water Company, Inc.
Balance Sheet (Audited)
December 31, 2014
(Dollars in thousands)

	December 31, 2014 (Audited)
Property, plant and equipment	
Utility plant - at original cost less accumulated depreciation	$ 3,340,425
Utility plant acquisition adjustments, net	$ 14,401
Total Non-Utility Plant, net	$ 505
Total property plant and equipment	**$ 3,355,331**
Current assets	
Cash and cash equivalents	$ 849
Accounts receivable:	
Billed, net of allowance for doubtful accounts	$ 49,599
Unbilled	$ 30,971
Other current assets	$ 32,924
Total current assets	**$ 114,343**
Long-term assets	
Regulatory assets	$ 189,484
Goodwill	$ 39,782
Prepaid Pension Expense	$ 23,004
Other	$ 445
Total long-term assets	**$ 252,715**
Total assets	**$ 3,722,389**
Capitalization and Liabilities	
Capitalization	
Total stockholder's equity	**$ 1,282,291**
Long-term debt	$ 1,144,047
Preferred stock with mandatory redemption requirements	$ 8,852
Total capitalization	**$ 2,435,190**
Current liabilities	
Notes payable - associated companies	$ 73,766
Current portion of long-term debt	$ 5,217
Other	$ 135,760
Total current liabilities	**$ 214,743**
Long-term liabilities	
Deferred income taxes	$ 768,264
Regulatory Liabilities	$ 32,238
Other	$ 127,081
Total long-term liabilities	**$ 927,583**
Contributions in aid of construction	**$ 144,873**
Total capitalization and liabilities	**$ 3,722,389**

Exhibit C

Fairview TWP
Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)
(Dollars in thousands)

		Fairview 12 Months Ended December 31, 2014 Unaudited
Operating revenues	**$**	**4,198**
Operating expenses		
Operation and maintenance	$	2,191
Depreciation and amortization	$	727
General taxes and other	$	-
Total Operating Expenses	**$**	**2,918**
Operating income	**$**	**1,280**
Other income (expenses)		
Other income, net	$	6
Interest expense, net	$	(589)
Total Other Expenses	**$**	**(583)**
Income before income taxes	**$**	**697**
Provision for income taxes	**$**	**-**
Net income	**$**	**697**

Pennsylvania-American Water Company, Inc.
Income Statement for the 12 Months Ended December 31, 2014 (Audited)
(Dollars in thousands)

	12 Months Ended December 31, 2014 Audited
Operating revenues	**$605,432**
Operating expenses	
Operation and maintenance	**$199,887**
Depreciation and amortization	**$90,537**
General taxes and other	**$11,924**
Total Operating Expenses	**$302,348**
Operating income	**$303,084**
Other income (expenses)	
Other income, net	**$48**
Interest expense, net	**66,712**
Total Other Expenses	**(66,664)**
Income before income taxes	**$236,420**
Provision for income taxes	**$96,237**
Net income	**$140,183**

PURCHASE AGREEMENT

Between

TOWNSHIP OF FAIRVIEW

As Seller

and

PENNSYLVANIA-AMERICAN WATER COMPANY

As Buyer

Dated as of June 1, **2015**

Exhibit F

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2015, by and between the TOWNSHIP OF FAIRVIEW a municipal corporation organized and exiting under and pursuant to the provision of the Pennsylvania Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "FAIRVIEW"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "PAWC").

WITNESSETH

WHEREAS, FAIRVIEW is the owner of a public sanitary wastewater treatment, collection and disposal system (hereinafter referred to as the "Wastewater System") in the Township of Fairview, York County, Pennsylvania identified with NPDES numbers PA0081868 and PA0082589; and

WHEREAS, FAIRVIEW is the operator of the Wastewater System; and

WHEREAS, PAWC is a public water and wastewater utility operating in various areas of Pennsylvania, including portions of York County; and

WHEREAS, FAIRVIEW wishes to sell, and PAWC desires to purchase, substantially all of the assets, properties and rights of FAIRVIEW in the Wastewater System (also referred to herein as "Acquired Assets") on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending

to be legally bound hereby, do covenant, contract and agree as follows:

ARTICLE 1

THE TRANSACTION

1.1 SALE AND PURCHASE OF ACQUIRED ASSETS. Subject to the terms, representations and conditions set forth in this Agreement, at Closing, FAIRVIEW shall sell, assign, transfer, deliver and convey or cause to be sold, assigned, transferred, delivered and conveyed to PAWC, free and clear of all liens and encumbrances whatsoever, and PAWC shall purchase, the Acquired Assets. The Acquired Assets shall include all of FAIRVIEW's right, title, and interest in and to all of the assets, properties and rights owned by FAIRVIEW and used in the business of providing sanitary wastewater service of every kind, nature and description existing on the Closing Date, excepting only those assets listed in Section 1.2 and 1.4. For avoidance of doubt, PAWC and FAIRVIEW agree that, excepting only the assets specifically described in Section 1.2 and 1.4, or as otherwise provided in this Agreement, every asset, property and right owned by FAIRVIEW and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the existing Wastewater System owned by FAIRVIEW for providing sanitary wastewater service to the public in the Township of Fairview, York County, Pennsylvania, wherever located and without any other exception whatever, is included within the Acquired Assets to be conveyed hereby. Also, included in the Acquired Assets will be the remaining deposit balance from the contract with the Red Barn Trading Company and any developer/customer deposits. Except as specifically described in

Section 1.2 and 1.4, the Acquired Assets shall include all land and land rights (the "Real Estate"), sanitary wastewater treatment plant and related appurtenances, collection system mains and related appurtenances, pumping stations, laterals (main to edge of road or curb-line or property-line or right-of-way, as the case may be), equipment, tools, inventory and all other Wastewater System assets and appurtenances, rights, titles, and interests of FAIRVIEW in and to such land, easements, and rights of way, as identified on Schedule 4.8 and Schedule 4.9 and such franchises, licenses, and permits related to FAIRVIEW's sanitary wastewater system.

1.2 EXCLUDED ASSETS. Specifically excluded from the Acquired Assets are (i) any sewer laterals from edge of road or curb-line or property-line or right-of-way(as the case may be) to and throughout a customer's property; (ii) any and all grinder pump units, and related appurtenances, of the individual customers; (iii) all storm water system facilities; and (iv) those assets listed on Schedule 1.2.

1.3 LIABILITIES EXCLUDED. PAWC shall not assume any liabilities of FAIRVIEW. It is further understood and agreed that all obligations of any nature whatsoever, including obligations owed by FAIRVIEW to others, on the date of Closing shall be and remain with FAIRVIEW (the "Retained Liabilities"). Notwithstanding the foregoing, from and after Closing, PAWC shall assume full responsibility for providing public sanitary wastewater service in the area currently served by the Wastewater System.

1.4 ACCOUNTS RECEIVABLE. Accounts receivable for sanitary wastewater services rendered through the close of business on the date of Closing shall be excluded assets as shown on Schedule 1.2, and accounts receivable for sanitary wastewater services rendered thereafter

shall belong to PAWC.

ARTICLE 2

PURCHASE PRICE

2.1 PURCHASE PRICE FOR THE ACQUIRED ASSETS.

Subject to the terms and conditions of this Agreement, the purchase price for the Acquired Assets shall be sixteen million eight hundred thousand dollars ($16, 800,000). In addition, to the purchase price, PAWC shall pay FAIRVIEW for the costs incurred by FAIRVIEW (less the reimbursement from the PA Turnpike Commission) for the Lewisberry Road sewer main relocation project, hereinafter referred to as the "Turnpike Relocation Project", up to a maximum of one million dollars ($1,000,000.) The purchase price and reimbursement shall be payable directly to FAIRVIEW on the date of Closing by wire transfer.

ARTICLE 3

THE CLOSING

3.1 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Acquired Assets (the "Closing") shall be held at such time and date as may be mutually satisfactory to the parties hereto (the "Closing Date"), within forty (40) days following the date on which all of the conditions set forth in Articles 7 and 8 of this Agreement have been met. Provided, however, that if Closing has not occurred on or before the one (1) year anniversary of the signing of this Agreement, either party shall have the right to terminate this

Agreement by written notice to the other party. The Closing Date, as referred to in this Agreement, shall be the date of Closing. Closing shall take place at PAWC's offices at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

3.2 DELIVERIES AND PROCEEDINGS AT CLOSING.

3.2.1 Subject to the terms and conditions of this Agreement, at the Closing, FAIRVIEW shall deliver or cause to be delivered to PAWC:

3.2.1.1 Bills of sale and instruments of assignment duly executed by FAIRVIEW as necessary to transfer all of the Acquired Assets to PAWC;

3.2.1.2 The consents to transfer all contracts, intellectual property and permits.

3.2.1.3 One or more special warranty deeds of conveyance of the Real Estate and easements to PAWC, duly executed and acknowledged by FAIRVIEW and in recordable form, each sufficient to convey the title and rights of access to the Acquired Assets.

3.2.1.4The certificates, opinions and other documents required to be delivered by FAIRVIEW under this Agreement and certified resolutions evidencing the authority of FAIRVIEW as set forth in Section 4.2 hereof.

3.2.1.5 All such other agreements, documents and instruments of conveyance required by this Agreement or as shall, in the reasonable opinion of PAWC and its counsel, be necessary to transfer the Acquired Assets to PAWC in

accordance with this Agreement, and where necessary or desirable, in recordable form.

3.2.1.6 In addition to such other instruments and documents as are to be delivered to PAWC by FAIRVIEW on or prior to the Closing, as provided herein, FAIRVIEW shall deliver to PAWC, at the Closing, all books and records and other documents maintained by FAIRVIEW relating to the Acquired Assets.

3.2.2 Subject to the terms and conditions of this Agreement, at the Closing, PAWC shall deliver or cause to be delivered to FAIRVIEW:

3.2.2.1 Payment as described in Section 2.1.

3.2.2.2 The Opinion of Counsel.

3.2.2.3 The certificates, opinions and other documents required to be delivered by PAWC under this Agreement and certified resolutions evidencing the authority of PAWC as set forth in Section 5.2 hereof.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF FAIRVIEW

4. REPRESENTATIONS AND WARRANTIES OF FAIRVIEW. FAIRVIEW represents and warrants to PAWC that:

4.1 QUALIFICATION. FAIRVIEW is a municipal corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and the Pennsylvania Second Class Township Code, and FAIRVIEW has all requisite power and lawful

authority to own the Wastewater System as presently being conducted, and to convey, as the Acquired Assets, to PAWC as contemplated under this Agreement.

4.2 AUTHORIZATION AND ENFORCEABILITY. The execution, delivery, performance and acceptance of this Agreement by FAIRVIEW have been, or will be at Closing, duly and validly authorized by all necessary action. This Agreement constitutes a legal, valid and binding obligation of FAIRVIEW enforceable against FAIRVIEW in accordance with its terms. FAIRVIEW has full power and authority to execute, deliver and perform this Agreement and all other agreements and instruments to be executed by FAIRVIEW in connection herewith.

4.3 NO VIOLATION OF LAWS OR AGREEMENTS. FAIRVIEW's performance of this Agreement, as of the Closing Date, shall not (i) require any further approvals or consents from any other party; (ii) violate any law, ordinance or regulation; or, (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit or other agreement or commitment to which FAIRVIEW is a party.

4.4 PERMITS AND COMPLIANCE WITH LAWS GENERALLY. Except as disclosed on Schedule 4.4 hereto:

4.4.1 FAIRVIEW has not knowingly violated any local, state or federal law, rule or regulation with respect to the use and operation of the Wastewater System. No outstanding notice, citation, summons or order has been issued, no outstanding complaint has been filed, no outstanding penalty has been assessed and no investigation or review is pending or, to the knowledge of FAIRVIEW, threatened, by any authority or other person with respect to any alleged violation by FAIRVIEW relating to the Wastewater System of any law, ordinance, rule, regulation, code or order

of any authority or failure to have any Permit required in connection with the operation of the Wastewater System, except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. "Material Adverse Effect" means a change or effect (or series of related changes or effects) which has or is reasonably likely to have a material adverse change in or effect upon the business, assets, condition (financial or otherwise), or results of operations of the Wastewater System or the Acquired Assets, taken as a whole. For purposes of this Agreement, "to the knowledge of FAIRVIEW" shall include the knowledge of the following officials, employees or agents of FAIRVIEW: 1) members of the Board of Supervisors, 2) Assistant Manager and Manager of FAIRVIEW, 3) the Township Solicitor, 4) the licensed operators of the North Wastewater Treatment Plant and South Wastewater Treatment Plant and the 5) the Township Engineer.

4.4.2 FAIRVIEW possesses and is in compliance with all Permits required to operate the Wastewater System as presently operated and to own, lease, or otherwise hold the Acquired Assets under all applicable laws, rules, regulations, ordinances and codes, including environmental laws except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. The Wastewater System, as operated, is in compliance with all applicable laws, rules, regulations, ordinances, codes, judgments and orders except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. All Permits of FAIRVIEW and the Wastewater System are in full force and effect. There are no proceedings pending or, to FAIRVIEW's knowledge, threatened that seek the revocation, cancellation, suspension or any adverse modification of any such permits

presently possessed by FAIRVIEW other than those revocations, suspensions or modifications which do not individually or in the aggregate have a Material Adverse Effect.

4.4.3 Schedule 4.4 is a complete and accurate list of current permits issued to FAIRVIEW relating to the operation of the Wastewater System.

4.5 PENDING OR THREATENED LITIGATION. There is no known action, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending, and, to the knowledge of FAIRVIEW, none are known to be threatened against or affecting the Wastewater System or any of the Acquired Assets before any court, arbitrator or governmental authority, except as disclosed on Schedule 4.5. There are no known laws, ordinances, regulations or official orders now in effect or pending which could reasonably be expected to have a Material Adverse Effect on the Wastewater System or the ownership, condition or operation of the Wastewater System or the Acquired Assets, except as disclosed on Schedule 4.5.

4.6 ENVIRONMENTAL MATTERS. Except as expressly set forth on Schedule 4.6 hereto, and with such exceptions as are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect:

4.6.1 FAIRVIEW has not disposed of or arranged for the disposal of or released any hazardous substances, other than in conformity with applicable laws and regulations, at any Real Estate, or at any other facility, location, or site to be transferred to PAWC pursuant to the terms of this Agreement.

4.6.2 FAIRVIEW has not received any written notice or request for information with respect to, and to the best of FAIRVIEW's knowledge, FAIRVIEW has not been

designated a potentially liable party for remedial action or response costs, in connection with any Real Estate, or, as of the date hereof, with respect to the Acquired Assets or the operation of the Wastewater System, at any other facility, location, or other site under the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or comparable state statutes.

4.6.3 To the best of FAIRVIEW's knowledge, except for such use or storage of hazardous substances as is incidental to the operation of the Wastewater System, which use and storage is or has been in compliance with applicable laws and regulations, during the period of FAIRVIEW's ownership of the Real Estate, no Real Estate has been used for the storage, treatment, generation, processing, production or disposal of any hazardous substances or as a landfill or other waste disposal site in violation of any law, rule or regulation.

4.6.4 During the period that FAIRVIEW has owned the Real Estate, underground storage tanks (other than tanks for the storage of water) are not, and have not in the past, been located on or under any Real Estate. FAIRVIEW has no knowledge of any underground storage tanks (other than tanks for the storage of water) located on or under any Real Estate prior to the time FAIRVIEW acquired the Real Estate.

4.6.5 There are no pending or unresolved claims against FAIRVIEW or the Wastewater System for investigatory costs, cleanup, removal, remedial or response costs, or natural resource damages arising out of any releases or threat of release of any Hazardous Substances at any Real Estate or, as of the date hereof, with respect to the Wastewater System or the Acquired Assets or any other facility, location, or other site.

4.6.6 With the exception of the sanitary sewer mains or interceptors constructed of asbestos-cement previously disclosed to PAWC by FAIRVIEW, to the best of FAIRVIEW's knowledge, no polychlorinated biphenyls ("PCBs") or asbestos-containing materials are located at or in any Real Estate in violation of Environmental Laws or which require remedial action.

4.6.7 FAIRVIEW will within thirty (30) days of the date hereof provide PAWC with copies of all existing written environmental audits or investigations of which FAIRVIEW is aware (after due inquiry) prepared for the Real Estate or operations of the Wastewater System.

4.7 BROKERAGE. Neither FAIRVIEW, nor PAWC, has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to the other party.

4.8 REAL ESTATE. Schedule 4.8 is a complete and accurate list of the Real Estate including any Real Estate that has been or will be obtained for the Phase 2 Collection System Extension (see paragraph 6.2.3). FAIRVIEW at Closing hereunder will convey and transfer to PAWC, indefeasible, good and marketable legal and equitable title to the Real Estate, free and clear of all liens, encumbrances and easements, excepting however, the following instruments of record: existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground ("Permitted Exceptions"), otherwise the title to the above described real estate shall be good and marketable or such as will be

insured by any reputable Title Insurance Company at the regular rates. FAIRVIEW has no knowledge of any default or breach under any of the covenants, conditions, restrictions, rights of way or easements, if any, affecting all or any portion of the Real Estate, and there is no pending condemnation, eminent domain or similar proceeding affecting any of the Real Estate, and to the best knowledge of FAIRVIEW, no such proceeding is threatened. FAIRVIEW has not received any written or oral notice of assessment against any of the Real Estate which remains unpaid. To the best of FAIRVIEW's knowledge, information and belief, there are no toxic or other dangerous conditions of the property. At the time of closing, the parties will enter into a mutually agreeable lease for the continued use of land for the existing FAIRVIEW recycling center until such time as FAIRVIEW relocates the recycling center to another area.

4.9 EASEMENTS. To the best of FAIRVIEW's knowledge, information and belief, Schedule 4.9, which shall be updated as of Closing, is a complete and accurate list of all easements and rights of way over the real property of others used by FAIRVIEW in the operation of the Wastewater System or on which any of the Acquired Assets are located ("Easements"), including all easements and rights of ways obtained or to-be obtained for the Phase 2 collection system extension (see paragraph 6.2.3). FAIRVIEW shall identify and obtain all necessary rights-of-way prior to Closing. As provided in Section 6.1.6, FAIRVIEW shall forward all documentation with respect to its rights-of-way, both recorded and unrecorded, at FAIRVIEW's expense to PAWC. PAWC and FAIRVIEW will conduct a rights-of-way abstract to determine whether FAIRVIEW has continuous rights-of-way for all of its wastewater lines and other facilities and that such rights are represented by legal instruments in appropriate form duly recorded. Upon notification from PAWC

that the rights-of-way for the Wastewater System are not sufficient for the operation of the Wastewater System, FAIRVIEW will, at its own expense, secure such additional rights-of-way as PAWC requests. The title to be conveyed by FAIRVIEW TO PAWC shall be insurable at regular rates by a reputable title insurance company, selected by PAWC and authorized to do business in Pennsylvania.

4.10 PERSONALTY. Except as otherwise indicated on Schedule 4.10, FAIRVIEW owns, free and clear of all liens, or leases from others under valid and enforceable leases not presently in default, all personal property in its possession or which is used or required for operation and maintenance of the Wastewater System as it is now conducted.

4.11 LEASES. Schedule 4.11, which shall be updated as of Closing, contains a complete and accurate list of each lease of real property to which FAIRVIEW is a party ("Lease"). FAIRVIEW has delivered to PAWC a true, correct and complete copy of each Lease. Each Lease is valid and subsisting and in full force and effect in accordance with its terms and has not been modified, in writing or otherwise. To the best of FAIRVIEW's knowledge there has been no default or event which, with the giving of notice or the passage of time, or both, would constitute a material default on the part of FAIRVIEW or any landlord under each such Lease, and FAIRVIEW has not asserted a defense to offset or claim against any payment or performance which is the obligation of FAIRVIEW pursuant thereto. At Closing hereunder, FAIRVIEW shall deliver to PAWC a landlord estoppel certificate form reasonably satisfactory to PAWC from each landlord under each Lease under which FAIRVIEW is Lessee.

4.12 CONTRACTS. As of the date of this Agreement, Schedule 4.12 contains a complete and accurate list of all contracts, commitments, agreements and instruments relating to the Wastewater System and all leases of Real Estate and personal property related to the Wastewater System ("Contracts"). FAIRVIEW has delivered to PAWC a correct and complete copy of each written agreement listed in Schedule 4.12. Except as disclosed on Schedule 4.12, with respect to each Contract, neither FAIRVIEW nor, to the best of FAIRVIEW's knowledge, any other party thereto, is in breach or default, no event has occurred which with notice or lapse of time would constitute a breach or default by FAIRVIEW, or permit termination, modification, or acceleration, under the Contract. Except as set forth in Schedule 4.12, there are no disputes pending or to the best of FAIRVIEW's knowledge, threatened under or in respect of any of the Contracts. Schedule 4.12 shall be updated as of Closing. The parties understand that the contract with Red Barn Trading Company and the Pre-Paid Tap-In Agreements, as noted on Schedule 4.12, will be assigned to PAWC and PAWC would become entitled to the deposit already paid by FAIRVIEW to Red Barn or collected by FAIRVIEW. Moreover, FAIRVIEW will be responsible for having the agreements with Lower Allen Township, as noted on Schedule 4.12, assigned to PAWC in a manner acceptable to PAWC.

4.13 TAXES. To the extent required by law, FAIRVIEW has (a) timely filed all material returns and reports for Taxes, including information returns, that are required to have been filed in connection with, relating to, or arising out of, the Wastewater System, (b) paid all Taxes that are shown to have come due pursuant to such returns or reports and (c) paid all other material Taxes not required to be reported on returns in connection with, relating to, or arising out of, or imposed on

the Acquired Assets for which a notice of assessment or demand for payment has been received or which have otherwise become due. To the best of the FAIRVIEW's knowledge, all such returns or reports have been prepared in accordance with all applicable laws and requirements in all material respects. None of the Acquired Assets (a) is property that is required to be treated as owned by another Person pursuant to the "safe harbor lease" provisions of former Section 168(f) (8) of the Code, (b) is "tax-exempt use property" within the meaning of Section 168(h) of the Code or (c) directly or indirectly secures any debt the interest on which is tax-exempt under Section 103(a) of the Code.

4.14 LIABILITIES. Schedule 4.14, which shall be updated as of Closing, contains a complete and accurate list of all indebtedness of the FAIRVIEW related to the Wastewater System. Such list includes the person to whom such indebtedness is owed, the interest rates applicable to such indebtedness, and a description of the property securing such indebtedness. FAIRVIEW has no liabilities with respect to the Wastewater System, direct or indirect, matured or un-matured or absolute, contingent or otherwise, except those liabilities expressly set forth at Schedule 4.14.

4.15 CUSTOMER ADVANCES. Schedule 4.15 is a complete and accurate list of all unexpired customer advances for construction held by FAIRVIEW as of the date of this Agreement. Prior to Closing, FAIRVIEW shall complete the construction of all mains and facilities for which FAIRVIEW has received customer advances and return all unexpended customer advances to the appropriate depositor. Provided, however, that for projects acceptable to and approved in writing by PAWC, FAIRVIEW may pay over to PAWC the unexpended, non-refundable customer advances, and PAWC shall assume all of the responsibility of FAIRVIEW as to those unexpired

customer advances for construction and shall be bound by the terms and conditions contained in those Extension Deposit Agreements. PAWC shall not assume any responsibility for any unexpired customer advances for construction received by FAIRVIEW, or for any Extension Deposit Agreements to which FAIRVIEW is or becomes a party, except as specifically agreed to in writing. Schedule 4.15 may be updated prior to Closing at the mutual consent of the parties.

4.16 FREE WASTEWATER SERVICE. FAIRVIEW represents and warrants that it has not entered into any contracts to or provides free wastewater service to any customers connected to the Wastewater System, but should it discover that any such contracts exist; FAIRVIEW will terminate them prior to Closing.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PAWC

5. REPRESENTATIONS AND WARRANTIES OF PAWC. PAWC represents and warrants to FAIRVIEW that:

5.1 QUALIFICATION. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

5.2 AUTHORIZATION AND ENFORCEABILITY. PAWC has full corporate power and corporate authority to execute, deliver and perform this Agreement. The execution, delivery and performance by PAWC of this Agreement have been duly authorized by all necessary

corporate action. This Agreement constitutes a legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its terms. As of the Closing Date, each of the transaction documents to which PAWC is a party will be duly executed and delivered by PAWC and will constitute the legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its respective terms.

5.3 NO VIOLATION OF LAWS OR AGREEMENTS. The execution, delivery and performance of this Agreement does not, and the consummation of the transactions contemplated by this Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

5.4 BROKERAGE. PAWC has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to FAIRVIEW.

ARTICLE 6

COVENANTS

6.1 COVENANTS OF FAIRVIEW. From and after the date of this Agreement FAIRVIEW covenants and agrees that:

6.1.1 Conduct of Business. FAIRVIEW will operate the Wastewater System until the Closing only in the ordinary course of business substantially as it heretofore has been operated and in accordance with all applicable local, state, and federal laws, rules and regulations.

6.1.2 Contracts and Commitments. Except normal and usual commitments for the purchase of materials and supplies consistent with past practice, no contract or commitment shall be entered into by or on behalf of FAIRVIEW relating to the Wastewater System which would materially affect the operation of the Wastewater System after Closing, except for those commitments approved in writing by PAWC.

6.1.3 Release of Liens. FAIRVIEW will take all reasonable action necessary to cause the release, cancellation and discharge of any and all liens or encumbrances, so that as of the Closing Date, the Acquired Assets will be free and clear of any and all such liens and encumbrances.

6.1.4 Material Events and Circumstance. FAIRVIEW shall promptly inform PAWC in writing of any specific event or circumstance of which FAIRVIEW is aware, or of which FAIRVIEW receives notice, that has or is likely to have, individually or in the aggregate, taken together with the other events or circumstances, a Material Adverse Effect on the Acquired Assets.

6.1.5 Supplemental Information.

6.1.5 (a) FAIRVIEW shall provide PAWC, within fifteen (15) days of execution or the date of receipt thereof, a copy of (a) each contract entered into by FAIRVIEW after the date hereof and prior to Closing relating to the Wastewater System; (b) a copy of any written notice of assessments for public improvements against any Real Estate received after the date hereof and prior to Closing; (c) any writs of summons or complaints filed against FAIRVIEW or its representatives for any and all claims relating to the Wastewater System; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of any of the Real Estate received after the date hereof but prior to the Closing.

6.1.5 (b) Within fifteen (15) days of the receipt of notice of violation, FAIRVIEW shall notify PAWC of any violations of state or federal standards.

6.1.6 Title Information. Within forty-five (45) days following the execution of this Agreement, FAIRVIEW shall use its reasonable efforts to deliver to PAWC true, correct and complete copies of all existing title policies, surveys, leases, deeds, instruments and agreements relating to title to the Real Estate and Easements in FAIRVIEW's possession as outlined in Schedules 4.8 and 4.9, respectively as well as any amendments thereto through to Closing.

6.1.7 Regulatory Consents. FAIRVIEW shall at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by FAIRVIEW to consummate the transaction contemplated by this Agreement, including approval of any necessary revision to the Act 537 Plan. FAIRVIEW shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for FAIRVIEW to sell the Acquired Assets pursuant to the terms of this Agreement; and (ii) keep PAWC apprised of the status of any filing or submission to any such governmental or regulatory agency.

6.1.8 Storm Water System. FAIRVIEW will retain ownership of any and all storm water system facilities within the public right-of-way or otherwise dedicated to FAIRVIEW by offer and acceptance, plan or other action, and retain ordinances that prohibit storm water system facilities from being connected to or from causing storm water infiltration into the Wastewater System. Such ordinances shall be no less restrictive with regard to storm water discharges into or infiltrating the Wastewater System after Closing than they were prior to Closing, to the extent

permitted by law. Except for those storm water system facilities within the public right-of-way that are retained by FAIRVIEW, PAWC shall assume ownership of any and all storm water system facilities located on, in, within or under the Real Estate [as defined by Section 1.1 of this agreement]. If, at any time after Closing, PAWC identifies municipal storm water facilities interconnected with the Wastewater System, PAWC may at its sole cost and discretion, disconnect such storm water facilities from the Wastewater System and tie them into the municipal storm water system.

6.1.9 Municipal Ordinances, etc. To the extent that FAIRVIEW has ordinances or laws that require properties to connect to and remain connected to the Wastewater System, FAIRVIEW shall maintain such ordinances or laws, to the extent permitted by law.

6.1.10 Paving. FAIRVIEW, at its sole expense, will complete paving associated with restoring the roadway in those areas of the Township where the new public sewer collection system and new public water distribution system is being installed to serve approximately 300 existing residents and a 100-unit mobile home park., including roads where the water and/or sewer trenches are on opposite sides of the road requiring the entire roadway to be resurfaced.

6.2 COVENANTS OF PAWC. From and after the date of this Agreement PAWC covenants and agrees that:

6.2.1 Staffing. PAWC will offer employment, effective as of the completion of Closing, to the four (4) employees of FAIRVIEW, subject to possession of a valid Pennsylvania

driver's license, successful completion of a functional capacity physical examination, any security clearances and other standard hiring procedures of PAWC.

6.2.2 Rates. After Closing, PAWC will implement FAIRVIEW's billing rates then in effect at Closing as PAWC's base rates, consistent with the rates that are reflected on Schedule 6.2.2 and these rates shall be maintained until December 31, 2017, at a minimum. PAWC intends to bill on a monthly basis in lieu of quarterly billing. For all miscellaneous fees and charges, PAWC will implement its existing rates, rules and regulations including PAWC's capacity reservation fee for new EDU's. For clarification purposes, PAWC will charge a capacity reservation fee of $4,000 per EDU for the allocation of treatment, pumping, and transmission, truck and interceptor main capacity, commencing with the date of Closing. No capacity reservation fee will be charged for any applicant for wastewater service that meets the criteria of a Bona Fide Service Applicant, as defined in 52 Pa. Code Section 65.1 (excluding clause (iii) of that definition) if "wastewater" were substituted for "water". The PAWC capacity reservation fee is less than FAIRVIEW's tapping fee rate in effect.

6.2.3 Construction of the Phase 2 Collection System. PAWC will construct, at its sole cost and expense, the Phase 2 collection system as required by the FAIRVIEW's current Act 537 Plan and as described on Schedule 6.2.3. The Phase 2 collection system will be constructed within the time frame stipulated and agreed to with DEP, which as of the date of this Agreement is December 31, 2016. Prior to Closing, Fairview Township shall have completed the design for Phase 2 collection system extension, shall have all permits in hand and shall have secured all easements, rights-of-way and property necessary for the Phase 2 Collection System Extension.

6.3 FURTHER ASSURANCES Each party to this Agreement shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, each party shall take such other actions and execute such other documents, certifications, and further assurances as FAIRVIEW or PAWC, as the case may be, may reasonably require in order to transfer more effectively to PAWC or to put PAWC more fully in possession of any of the Acquired Assets.

ARTICLE 7

PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") APPROVAL

7. The parties recognize and expressly agree that:

7.1 PENNSYLVANIA PUC APPROVAL. The consummation of the transaction is conditioned upon the approval of the PUC. PAWC covenants and agrees to initiate, and faithfully prosecute the necessary proceedings to obtain the approval of the PUC for: (a) the transfer by sale of FAIRVIEW's Wastewater System to PAWC; (b) the right of PAWC to provide wastewater service to the public in areas presently being served by FAIRVIEW; (c) the right of PAWC to provide sanitary wastewater service to the public in the Township of Fairview; and (d) the right of PAWC to adopt FAIRVIEW's wastewater rates as PAWC's base rates in the area to be served at the time of Closing through December 31, 2017; and (e) to apply PAWC's existing rules and regulations for wastewater service as set forth in PAWC's duly filed and effective tariff (generally applicable to its services) at the time of Closing including the adoption of PAWC's capacity reservation fee in lieu of FAIRVIEW's current tapping fee. FAIRVIEW,

by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding. In the event the PUC imposes any conditions associated with approval as contemplated under this paragraph 7.1, PAWC shall be solely liable for such costs of compliance with said conditions.

ARTICLE 8

CONDITIONS PRECEDENT

8.1 CONDITIONS PRECEDENT TO PAWC'S OBLIGATIONS. The obligation of PAWC to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by PAWC in its sole discretion):

8.1.1 Representations and Warranties. FAIRVIEW's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing with the same force and effect as though such representations and warranties were made at and as of such time, and FAIRVIEW shall deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.1.2 Performance of Agreements. FAIRVIEW shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and FAIRVIEW shall

deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.1.3 Adverse Change. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the Wastewater System or the Acquired Assets, whether covered by insurance or not.

8.1.4 Release of Liens. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all liens and encumbrances so that as of the Closing, the Acquired Assets shall be free and clear of any and all liens and encumbrances, and FAIRVIEW shall have provided PAWC with such opinions, instruments or documents as PAWC may reasonably request, and in form and substance satisfactory to PAWC, evidencing the release, cancellation and discharge of any and all liens and encumbrances and that the Acquired Assets are not subject to any liens or encumbrances. In the event FAIRVIEW is unable to convey title to the Acquired Assets to PAWC at the Closing in accordance with the terms of this Agreement, PAWC shall have the option of: (a) accepting such title as FAIRVIEW is able to convey without abatement of the purchase price; or (b) canceling this Agreement in which case this Agreement shall be of no further force or effect and neither of the parties hereto shall have any further liability hereunder.

8.1.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

8.1.6 Other Regulatory Consents. PAWC shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including without limitations the approval of every regulatory agency of federal, state or local government that may be required in the opinion of either PAWC or FAIRVIEW.

8.1.7 Certification of Financial Information. FAIRVIEW shall have delivered to PAWC a certificate, in substantially the form set forth at Schedule 8.1.7, executed by its authorized representative and in form and substance satisfactory to PAWC, listing (i) the amount of its net outstanding long-term debt or notes, if any, related to the Wastewater System, (ii) all unexpired customers' advances for construction and unexpended contributions in aid of construction as of the Closing Date, and (iii) any and all additions or retirements to the Wastewater System during the period from the date of this Agreement to the Closing Date, together with the cost thereof.

8.1.8 Inventory List of Materials and Supplies. FAIRVIEW shall have delivered to PAWC a certificate listing all materials and supplies owned by FAIRVIEW as of the Closing related to the operation or maintenance of the Wastewater System.

8.1.9 Opinion of Counsel. FAIRVIEW shall have delivered to PAWC a favorable written opinion of FAIRVIEW's counsel, dated as of the Closing Date and addressed to PAWC, in form and substance satisfactory to PAWC, to the effect set forth in Schedule 8.1.9.

8.1.10 Contractual Consent. FAIRVIEW shall have obtained written approvals, authorizations and consents of transfer to all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.

8.1.11 Delivery of Documents. FAIRVIEW shall have delivered to PAWC the deeds, easements or assignments of easements, bills of sale, rights of way and other documents required to be transferred under this Agreement, and all books, records and such other instruments or documents maintained by FAIRVIEW relating to the Wastewater System.

8.1.12 Delivery of Resolutions. FAIRVIEW shall have delivered to PAWC a copy of the Resolutions, certified by their proper representatives, approving the execution, delivery

and performance of this Agreement, together with the certificate of its proper representatives that said Resolutions are in full force and effect and were duly adopted.

8.1.13 Permits Issued. DEP and all other regulatory agencies or authorities having jurisdiction over the operations of the Wastewater System shall have issued or consented to the transfer of the necessary permits to PAWC to operate the Wastewater System. Copies of the NPDES Permits for the Wastewater System in effect on the execution date of this Agreement are attached at Schedule 8.1.13. PAWC reserves the right to terminate this Agreement if, at any time prior to Closing, a new NPDES Permit or Permits for the Wastewater System is/are issued which, in PAWC's sole opinion, is more stringent or materially different from the NPDES Permit in effect on the date of the execution of this Agreement.

8.1.14 PAWC Board Approval. PAWC's Board of Directors shall have approved this Agreement within thirty (30) days of delivery of this Agreement executed by FAIRVIEW.

8.1.15 Easements and Rights-of-Way. FAIRVIEW shall have delivered to PAWC, all documents necessary to transfer, at Closing, the easements and rights-of-way identified on Schedule 4.9 to PAWC by legal instruments in appropriate form duly recorded.

8.1.16 Title Insurance. A reputable title insurance company shall have issued, at PAWC's expense, title commitment to PAWC for an Owner's Title Insurance Policy including extended coverage at regular rates, evidencing good and marketable title, in the amount of the fair market value of the Real Estate, covering title to the Real Estate on the date of closing, and subject only to the Permitted Exceptions, at standard rates to be paid by PAWC.

8.1.17 Reserved

8.1.18 Wastewater System. FAIRVIEW shall adopt and/or retain ordinances establishing rules and regulations consistent with PAWC's duly filed and approved Tariff rules and regulations for the making of connections and is of the Acquired Assets; and enforce the provisions of such ordinances at all times in the future.

8.1.19 Act 537 Plans. Any and all Act 537 Plans impacted by PAWC's purchase shall be revised and approved prior to Closing unless otherwise agreed to in writing by the parties to this Agreement. Such plans shall be to the reasonable satisfaction of PAWC.

8.2 CONDITIONS PRECEDENT TO FAIRVIEW'S OBLIGATIONS. The obligation of FAIRVIEW to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by FAIRVIEW in its sole discretion):

8.2.1 Regulations and Warranties. PAWC'S representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, with the same force and effect as though such representations and warranties were made at and as of such time, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.2.2 Performance of Agreements. PAWC shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.2.3 Opinion of Counsel. PAWC shall deliver to FAIRVIEW a favorable written opinion of PAWC's counsel, dated as of the Closing Date and addressed to FAIRVIEW, in form and substance satisfactory to FAIRVIEW, to the effect set forth in Schedule 8.2.3.

8.2.4 DEP Approval. The DEP shall have issued written approvals, as well as, all related permits for the transfer of the Wastewater System from FAIRVIEW to PAWC.

8.2.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

ARTICLE 9

INDEMNIFICATION

9.1 INDEMNIFICATION BY FAIRVIEW. FAIRVIEW agrees to indemnify, defend and hold harmless PAWC and its affiliates and their respective officers, directors and agents at all times after the date of this Agreement, from, against and in respect of any and all damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by FAIRVIEW in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to PAWC in connection with the transactions contemplated hereby, and (ii) any and all liabilities of FAIRVIEW of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring on or prior to such date.

9.2 INDEMNIFICATION BY PAWC. PAWC will indemnify and hold harmless FAIRVIEW at all times after the date of this Agreement, from, against and in respect of any and all

damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by PAWC as set forth in this Agreement or in any Schedule, statement, certification or other document furnished or to be furnished to FAIRVIEW, in connection with the transactions contemplated hereby, and (ii) any and all liabilities of PAWC of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring after the date of Closing.

ARTICLE 10

MISCELLANEOUS

10.1 REALTY TRANSFER TAXES. PAWC and FAIRVIEW agree to each pay one-half of any realty transfer taxes that may be due or owing as a result of the within transaction, and the parties agree to prorate any property taxes, if any.

10.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties and agreements made by FAIRVIEW and PAWC in this Agreement or pursuant hereto shall survive the Closing.

10.3 PENNSYLVANIA LAW TO GOVERN. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws of such State.

10.4 RISK OF LOSS. FAIRVIEW retains all risk of destruction, losses or damage to Acquired Assets due to fire or other casualty up to the Closing and agrees to maintain its current insurance coverage until the Closing. If prior to the Closing: (i) all or part of the Acquired Assets are

destroyed by fire or the elements or by any other cause; or (ii) all or a part of the Acquired Assets are taken by eminent domain, FAIRVIEW shall give prompt notice thereof to PAWC and PAWC may, by notice given to FAIRVIEW prior to Closing, elect to cancel this Agreement. In the event PAWC shall so elect, both parties shall be relieved and released of and from any further liability hereunder.

10.5 ACCESS AND INFORMATION. FAIRVIEW will give to authorized representatives of PAWC reasonable access during normal business hours throughout the period prior to Closing to all the properties, books, contracts, commitments, and records of FAIRVIEW relating to the Wastewater System, and furnish PAWC during such period with all such information relating thereto as PAWC may reasonably request. Within thirty (30) days of the execution of this Agreement, the FAIRVIEW shall provide PAWC with a complete list of customers, including names, service addresses, billing addresses, and meter sizes and serial numbers in meter reading route sequence. This complete list shall be updated at Closing and provided to PAWC at Closing so as to be true and correct on the date of Closing.

10.6 RIGHT OF ENTRY. After the date of this Agreement and until Closing, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purpose of making such inspections and investigations of the Wastewater System, including, but not limited to surveys, environmental assessments, and engineering studies, as PAWC deems reasonably necessary. PAWC shall indemnify and hold FAIRVIEW harmless from and against all losses, damages, demands, claims, suits and other liabilities, including attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from PAWC's presence at or use of the Wastewater System for such inspections and investigations. PAWC shall promptly (within

five (5) business days) return the surface of the property to substantially the same as before such inspections and investigations.

10.7 ENVIRONMENTAL ASSESSMENT. After the date of this Agreement and until the Closing Date, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purposes of conducting an environmental assessment of the Wastewater System. Within sixty (60) calendar days after the date this Agreement is executed, PAWC shall notify FAIRVIEW in writing if the environmental assessment reveals the presence of oil or petroleum products or any hazardous or toxic wastes or materials or storage of fuel tanks or any other environmental hazard or contamination. Within thirty (30) days of the date of such notice, FAIRVIEW shall advise PAWC in writing as to whether FAIRVIEW can cure the environmental hazard or contamination. If FAIRVIEW is unable to cure any such environmental hazard or contamination, then PAWC shall have the right, in PAWC's sole discretion, to terminate this Agreement upon written notice to FAIRVIEW whereupon this Agreement shall be null and void, and neither party shall have further rights or obligations to the other hereunder.

10.8 TERMINATION OF AGREEMENT.

10.8.1 If Closing does not occur by the one (1) year anniversary of the signing of this Agreement, with the full cooperation and diligent efforts of PAWC and FAIRVIEW, then either party may terminate this Agreement upon written notice to the other, and the parties shall be relieved of all rights and responsibilities hereunder, except as specified herein. In the event either party elects to terminate this Agreement due to the expiration of the one (1) year anniversary of the signing of this Agreement when the non-terminating party has proceeded in good faith, has met its obligations required hereunder for Closing and stands ready to close, the terminating party shall

reimburse the non-terminating party for its reasonable costs and expenses, including, but not limited to professional fees, legal fees, filing fees and costs incurred in reliance upon this Agreement up to a maximum amount of two hundred and fifty thousand ($250,000) dollars. Such reimbursement shall be invoiced to the terminating party by the non-terminating party and shall be due within thirty (30) days of the date of such invoice.

10.9 TIME OF THE ESSENCE. Time shall be of the essence with respect to all matters and times contained in this Agreement. Time as set forth in this Agreement shall not be extended except by written agreement signed by all parties. Notwithstanding the foregoing, if any date specified for the giving or receipt of notice, or for the exercise of any right or option, or for Closing, shall fall on a Saturday, Sunday or legal holiday observed by local banking institutions, the date so specified shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.10 SECTION HEADINGS. The Section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

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

To FAIRVIEW: Township of Fairview
Robert P. Stanley, Jr., Chairman - Board of Supervisors
599 Lewisberry Road
New Cumberland, PA 17070

With a copy to (which shall not constitute notice):

Township of Fairview
Manager
599 Lewisberry Road

New Cumberland, PA 17070

To PAWC: Pennsylvania-American Water Company
Susan Simms-Marsh, Esquire
800 West Hershey Park Drive
Hershey, PA 17033

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assignees of PAWC and FAIRVIEW. No assignment of this Agreement will be permitted unless the assignment is approved in writing by the non-assigning party, which approval will not be unreasonably withheld.

10.13 NO THIRD PARTY BENEFICIARIES. Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.14 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements or understandings, written or oral, among the parties with respect to the subject matter hereof and is not intended to confer upon any person other than the parties hereto any benefit, right or remedy.

ATTEST:

Secretary

TOWNSHIP OF FAIRVIEW
Board of Supervisors

Chairman

ATTEST:

Secretary

PENNSYLVANIA-AMERICAN WATER COMPANY

Kathy L. Pape, President

List of Schedules

Schedule 1.2	Excluded Assets
Schedule 4.4	Permits and Compliance with Laws Generally
Schedule 4.5	Pending or Threatened Litigation
Schedule 4.6	Environmental Matters
Schedule 4.8	Real Estate
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Schedule 6.2.2	Existing Wastewater Rates
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Schedule 8.1.7	Certification of Financial Information
Schedule 8.1.9	Opinion of Counsel (FAIRVIEW)
Schedule 8.1.13	Permits Issued
Schedule 8.2.3	Opinion of Counsel (PAWC)

Schedule 1.2

Excluded Assets

Cash (excluding pre-paid Tap-In Fee Deposits)

Accounts Receivable

Equipment:
Two Way Radio Communications Equipment
2005 John Deere Tractor
2011 Ford F-550
Mitel Phone Equipment
Survey Equipment - Trimble System
Push Camera

Schedule 4.4

List of Permits and Compliance with Laws Generally

- NPDES - PA0081868
- NPDES - PA0081868 (Amendment No. 1)
- NPDES - PA0081868 (Amendment No. 2)
- NPDES - PA0082589

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO. PA 0081868

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

FAIRVIEW TOWNSHIP AUTHORITY
599 LEWISBERRY ROAD
NEW CUMBERLAND, PA 17070-2349

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township**, **York County** to the **Susquehanna River** in **Watershed 7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in PARTs A, B, and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON FEBRUARY 1, 2008.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JANUARY 31, 2013.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED JAN 25 2008

DATE PERMIT AMENDMENT ISSUED _____

ISSUED BY _____
Lee A. McDonnell, P.E.
TITLE: Water Management Program Manager

I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Discharge Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [3] Measurement Frequency	Required Sample Type
	Monthly Average	Weekly Average	Minimum	Monthly Average	Weekly Average	Instantaneous Maximum [2]		
Flow (mgd)	Report	Report Daily Max	XXX	XXX	XXX	XXX	Continuous	Measured
Influent [4] (BOD_5 and TSS)	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	8-hr comp
pH (S.U.)	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
Total Suspended Solids	182	272	XXX	30	45	60	1/week	8-hr comp
$CBOD_5$	151	242	XXX	25	40	50	1/week	8-hr comp
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-hr comp
Fecal Coliform (5/1 to 9/30)	XXX	XXX	XXX	200	XXX	XXX	1/week	Grab
Fecal Coliform (10/1 to 4/30)	XXX	XXX	XXX	2,000	XXX	XXX	1/week	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Con't)

3. Additional Requirements:

a. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity, or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant, or aquatic life. 25 Pa. Code 92.51(6)

b. Except as otherwise specified in this permit, the 30-day average percent removal for 5-day carbonaceous biochemical oxygen demand ($CBOD_5$) and Total Suspended Solids (TSS) shall not be less than 85 percent. 40 CFR 133.102

c. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

Footnotes:

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) The Instantaneous Maximum Discharge Limitations are for compliance use by DEP only. Do not report instantaneous maximums on DMRs or supplemental DMRs unless specifically required on those forms to do so.

(3) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

(4) See PART C III.H for more information.

Supplemental Information:

° If the permit requires reporting of average weekly limitations, please follow the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Con't)

B. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2010.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations					Monitoring Requirements	
	Mass Load (lbs)		Concentrations (mg/l)			Minimum (2) Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Kjeldahl---N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Total Nitrogen (1)	Report	Report	XXX	Report	XXX	1/Month	Calculate
Total Phosphorus(1)	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Net Total Nitrogen (1)	Report	Report	XXX	XXX	XXX	1/Month	Calculate
Net Total Phosphorus(1)	Report	Report	XXX	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See PART C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Con't)

C. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2010 through January 31, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following nutrient effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations					Monitoring Requirements	
	Mass Load(lbs)		Concentrations (mg/l)			Minimum (2) Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Kjeldahl---N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Total Nitrogen (1)	Report	Report	XXX	Report	XXX	1/Month	Calculate
Total Phosphorus(1)	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Net Total Nitrogen (1)	Report	13,333	XXX	XXX	XXX	1/Month	Calculate
Net Total Phosphorus(1)	Report	1,778	XXX	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See PART C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. 25 Pa. Code 92.1

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by the Department to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. 25 Pa. Code 92.1 and 40 CFR 122.2

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a person who discharges sewage, industrial waste or other pollutants into a treatment works. 25 Pa. Code 92.1

Industrial User means those industries identified in the Standard Industrial Classification Manual, Office of Management and Budget, 1987, as amended and supplemented, under the category "Division D-Manufacturing" and other classes of significant waste producers, as by regulation, the Administrator deems appropriate. 25 Pa. Code 92.1

Instantaneous Maximum means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Municipality means a city, town, borough, country, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under § 1288 of the Clean Water Act. 40 CFR 122.2

Publicly Owned Treatment Works (POTW) means a treatment works as defined by § 212. of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. 40 CFR 122.41(m)(1)(ii)

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

Stormwater Associated With Industrial Activity means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at: 40 CFR 122.26(b)(14) and 25 Pa. Code 92.1.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling 40 CFR 122.41(j)(1)

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Records Retention 40 CFR 122.41(j)(2)

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least five years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three years from the date of the sample measurement, report or application. The three-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(j) (3)

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(j)(4)

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(i)(3)

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.4(j)(4)

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)

2. Unless instructed otherwise in PART C of this permit, a properly completed DMR must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified either by the following applicable person, as defined in 25 Pa. Code § 92.23:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal, or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form.

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in PART A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in this permit, nor to notification requirements under 40 CFR §122.42(a) (1).

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If because of an accident, other activity, or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify the Department by telephone of the location and nature of the danger and if reasonably possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(1) 24-Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(a) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(b) Any upset which exceeds any effluent limitation in the permit; and

(c) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note: see 40 CFR 122.44(g).

(ii) Written Report - A written submission shall also be provided within five days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by the Department, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii)

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. 40 CFR 122.41(l)(7)

PART B

MANAGEMENT REQUIREMENTS

A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a).

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. 40 CFR 122.47(a)(4)

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. 40 CFR 122.41(f)

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. 40 CFR 122.41(a)(1)

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply:

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

   d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use, or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs 2, 3, and 4 of this section. 40 CFR 122.41(m)(2)

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury, or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)

c. The permittee submitted the necessary notice required in F.4.a and b below. 40 CFR 122.41(m)(4)(i)(C)

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2 above. 40 CFR 122.41(m)(4)(ii)

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the bypass.

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with PART A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with PART A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR § 122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to The Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of The Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance).

Shall upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa. C. S. A. § 4904 and 40 CFR § 122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of The Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under the Clean Water Act and The Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR § 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit. 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit. 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or The Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b of this section. 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them. 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)

   d. The new permittee is in compliance with existing Department issued permits, regulations, orders, and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedule set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate Department regulations. 25 Pa. Code 92.71a(4)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. SCHEDULE

A. **Timing For Effective Dates Of Effluent Limitations.** The following schedule applies to effluent limitations in this permit:

Provision Containing Effluent Limitation	Effective Date
PART A I.A.2	February 1, 2008 thru January 31, 2013
PART A I.B.2	February 1, 2008 thru January 31, 2010
PART A I.C.2	February 1, 2010 thru January 31, 2013

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

B. **Compliance Schedule.** The permittee shall be in compliance with effluent limitations for Nitrogen and Phosphorus contained in PART A I.C.2, or terminate this discharge, in accordance with the following schedule:

Activity	Due Date
1. Submit Update to Act 537 Sewage Facilities Plan	Not Applicable
2. Submit WQM Part II Permit Application	April 1, 2008
3. Award Contract for Construction or Begin Implementation	August 1, 2008
4. Construction or Implementation Progress Report(s)	Quarterly Reporting Required
5. Issue Certification of Substantial Completion (Plant Fully Operational)	February 1, 2010
6. Compliance with effluent limitations	September 30, 2011

C. No later than 14 calendar days following the date identified in the above schedule of compliance, the permittee shall submit to the Department a written notice of compliance or noncompliance with the specific schedule requirement(s) to:

NPDES Compliance Specialist
Department of Environmental Protection
Water Management Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

D. Each notice of noncompliance, at a minimum, shall include the following information:

1. A description of the noncompliance.
2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
3. A description of any factors which tend to explain or mitigate the noncompliance.
4. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.
5. A revised schedule of compliance for Department approval.

E. The permittee should contact the compliance specialist indicated in the event of anticipated noncompliance with any of a compliance schedule activities listed, seven days prior to the due date of the activity.

II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in PART A I.B and A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset came be found in PART C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us *Keyword "Nutrient Trading"*. The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in PART A and in the Supplemental DMR forms.

4. The Annual Nutrient Summary DMR shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28 of the same calendar year. During this period, compliance for the specified year may be achieved by using registerd credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load =Monthly Total Mass Load + Total Credits sold during the month –Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected, and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity, or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following September 30, 2010, credits may be applied up until November 28, 2011).

5. Whenever credits are applied or sold report the following, using the Supplemental DMR form:

   - Provide the registry number and trade effective dates.

   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at: www.dep.state.pa.us *Keyword "Nutrient Trading"*.

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – The use of credits shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus* the forms shall be submitted when a registered credit is used to satisfy effluent limits. Additionally, *the Annual Nutrient Summary DMR* shall be submitted no later than November 28th following the end of the compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

b. Offsets – The use of offsets shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary DMR* shall be submitted no later than November 28th following the end of the compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40-homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The Nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

(40-homes x 25 lbs / home) / 12 months = 83 lbs/month

For each month following approval of the offset, 83 lbs of Nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems.

The permittee is responsible to maintain records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify when the on-lot system was built, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

OTHER REQUIREMENTS

A No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. Sections 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with PART A III.B of this permit.

E. The permittee shall not accept hauled-in wastes under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.

- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.

- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

F. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD_5 (mg/l), average effluent $CBOD_5$ (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

G. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

H. Composite influent samples shall be collected and analyzed for BOD_5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plant, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

I. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

J. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in PART A I.C.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in PART A of this permit. The information shall be reported monthly supplemental to the Discharge Monitoring Report.

IV. SUPPLEMENTAL INFORMATION

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for this outfall were determined using an effluent discharge rate of 0.726 million gallons per day.

C. The organic design capacity of 967 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0081868
Amendment No. 1

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2510

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2012

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2013

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED June 12, 2008
DATE PERMIT AMENDMENT ISSUED AUG 10 2012

ISSUED BY

Maria D. Bebenek

Maria D. Bebenek, P.E.
Acting Clean Water Program Manager
Southcentral Regional Office

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 13' 33.30" , **Longitude** 76° 51' 34.00" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	182	272 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab

Outfall 001, Continued (from September 1, 2012 through June 30, 2013)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W'.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The permittee may not discharge:

   a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))

   b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))

   c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))

   d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

2. The monthly average percent removal of BOD_5 or $CBOD_5$ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))

3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.

4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 13' 33.30" , **Longitude** 76° 51' 34.00" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	1,778				1/month	Calculation
Net Total Phosphorus	Report	13,333				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (25 Pa. Code 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code 92a.2, 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Industrial User means a source of Indirect Discharge. (40 CFR 403.3)

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

Municipality means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. (25 Pa Code 92a.2 and 40 CFR 122.2)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

   b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

      (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

         (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

         (2) Any upset which exceeds any effluent limitation in the permit; and

         (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

      (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

      (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

   The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))

c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m) (4)(i)(C))

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstratedany noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C I.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be

submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

- Provide the registry number and trade effective dates.
-
- Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading"*.

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

(40 homes x 25 lbs / home) / 12 months = 83 lbs/month

For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

III. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD5 (mg/l), average effluent CBOD5 (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Composite influent samples shall be collected and analyzed for BOD5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plan, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

III. Supplemental Information

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.

C. The organic design capacity of 1740 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0081868
Amendment No. 2

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2510

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON **SEPTEMBER 1, 2012**

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON **JUNE 30, 2013**

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED June 12, 2008 AUG 31 2012 **ISSUED BY**
DATE PERMIT AMENDMENT ISSUED _____

Maria D. Bebenek

Maria D. Bebenek, P.E.
Acting Clean Water Program Manager
Southcentral Regional Office

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 13' 33" , **Longitude** 76° 51' 34" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	182	272 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Outfall 001, Continued (from Permit Effective Date through June 30, 2013)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W'.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The permittee may not discharge:

   a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))

   b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))

   c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))

   d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

2. The monthly average percent removal of BOD_5 or $CBOD_5$ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))

3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.

4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 13' 33" , **Longitude** 76° 51' 34" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	13,333				1/month	Calculation
Net Total Phosphorus	Report	1,778				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (25 Pa. Code 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code 92a.2, 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Industrial User means a source of Indirect Discharge. (40 CFR 403.3)

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

Municipality means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. (25 Pa Code 92a.2 and 40 CFR 122.2)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

   b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

      (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

         (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

         (2) Any upset which exceeds any effluent limitation in the permit; and

         (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

      (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

      (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

   The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

   d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the

total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))

c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m) (4)(i)(C))

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstratedany noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

IV. ANNUAL FEE

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code 92a.62)

Small Flow Treatment Facility (SRSTP or SFTF)	$0
Minor Sewage Facility < 0.05 MGD (million gallons per day)	$250
Minor Sewage Facility ≥ 0.05 and < 1 MGD	$500
Minor Sewage Facility with CSO (Combined Sewer Overflow)	$750
Major Sewage Facility ≥ 1 and < 5 MGD	$1,250
Major Sewage Facility ≥ 5 MGD	$2,500
Major Sewage Facility with CSO	$5,000

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category: **Minor Sewage Facility >=0.05 and <1 MGD.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees.

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection
Bureau of Point and Non-Point Source Management
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C **Error! Reference source not found.**C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

   - Provide the registry number and trade effective dates.
   -
   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading"*.

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

    b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

    If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

    (40 homes x 25 lbs / home) / 12 months = 83 lbs/month

    For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

II. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD5 (mg/l), average effluent CBOD5 (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Composite influent samples shall be collected and analyzed for BOD5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plan, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

III. Supplemental Information

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.

C. The organic design capacity of 1740 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0082589

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2399

is authorized to discharge from a facility known as **Fairview Township Southern STP**, located in **Fairview Township, York County**, to **Unnamed Tributary to Fishing Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON January 1, 2011

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON December 31, 2015

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED DEC 22 2010

DATE PERMIT AMENDMENT ISSUED _____

ISSUED BY _____
Lee A. McDonnell, P.E.
Water Management Program Manager

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. **For Outfall** 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1, 2011 through December 31, 2015.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.22	XXX	0.74	1/day	Grab
CBOD5	104	167 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	125	187 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab

Outfall 001, Continued (from January 1, 2011 through December 31, 2015)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Ammonia-Nitrogen May 1 - Oct 31	7.9	XXX	XXX	1.9	XXX	3.8	1/week	8-Hr Composite
Ammonia-Nitrogen Nov 1 - Apr 30	23	XXX	XXX	5.7	XXX	11	1/week	8-Hr Composite
Total Phosphorus	8.3	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite
Total Copper	0.075	XXX	XXX	0.018	XXX	0.04	2/month	8-Hr Composite
Total Zinc	0.62	XXX	XXX	0.15	XXX	0.37	2/month	8-Hr Composite

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant or aquatic life. 25 Pa. Code 92.51(6)

2. Except as otherwise specified in this permit, the 30-day average percent removal for carbonaceous biochemical oxygen demand and total suspended solids shall not be less than 85 percent. 25 Pa. Code 92.2c(b)(1)

3. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

If the permit requires reporting of average weekly limitations use the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1 2011 through September 30, 2012.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter (1)	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum (2) Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	Report				1/month	Calculation
Net Total Phosphorus	Report	Report				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. C. For Outfall 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from October 1, 2012 through December 31, 2015.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	9,132				1/month	Calculation
Net Total Phosphorus	Report	1,218				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. 25 Pa. Code 92.1

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. 25 Pa. Code 92.1 and 40 CFR 122.2

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1 and 40 CFR 122.2

Industrial User means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1

Instantaneous Maximum means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Municipality means a city, town, borough, country, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under §1288 of the Clean Water Act. 40 CFR 122.2

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. 40 CFR 122.41(m)(1)(ii)

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

Stormwater Associated With Industrial Activity means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at 40 CFR §122.26(b)(14) and 25 Pa. Code 92.1.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling 40 CFR 122.4(j)(1)

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Records Retention 40 CFR 122.41(j)(2)

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(j)(3)

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a. The exact place, date and time of sampling or measurements.
b. The person(s) who performed the sampling or measurements.
c. The date(s) the analyses were performed.
d. The person(s) who performed the analyses.
e. The analytical techniques or methods used; and the associated detection level.
f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(j)(4)

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(i)(3)

b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.41(j)(4)

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the agency(ies) below within 28 days after the end of each reporting period. The permittee shall

complete all Supplemental Reporting forms (Supplemental DMRs) provided by DEP in this permit (or an approved equivalent), and submit the signed, completed forms as an attachment to the DMR(s). If the permittee elects to use DEP's electronic DMR (eDMR) system, one electronic submission may be made for DMRs and Supplemental DMRs. If paper forms are used, the completed forms shall be mailed to:

Department of Environmental Protection
Water Management Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92.23:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. 40 CFR 122.22(b)(3)

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. 40 CFR 122.41(l)(4)(ii)

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of

pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(2) Any upset which exceeds any effluent limitation in the permit; and

(3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

(ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. 40 CFR 122.41(l)(7)

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a)

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. 40 CFR 122.47(a)(4)

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. 40 CFR 122.41(f)

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. 40 CFR 122.41(a)(1)

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require users of the treatment works subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. 40 CFR 122.41(m)(2)

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)

c. The permittee submitted the necessary notice required in F.4.a. and b. below. 40 CFR 122.41(m)(4)(i)(C)

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2. above. 40 CFR 122.41(m)(4)(ii)

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. 40 CFR 122.41(m)(3)(i)

b. Unanticipated Bypass

(i) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(ii) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)

   c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate DEP regulations. 25 Pa. Code 92.71a(4)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. CHESAPEAKE BAY SCHEDULE

A. **Timing For Effective Dates Of Effluent Limitations**. The following schedule applies to effluent limitations in this permit:

Provision Containing Effluent Limitation	Effective Date
Part A I.A.2	January 1, 2011 through December 31, 2015
Part A I.B.2	January 1, 2011 through September 30, 2012
Part A I.C.2	October 1, 2012 through December 31, 2015

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B and Part A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load

   For Total Nitrogen:

   Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.961 (TN delivery ratio for facility)) – (Total Credits applied during the month / 0.961 (TN delivery ratio for facility)) – Offsets applied

   For Total Phosphorus:

   Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.436 (TP delivery ratio for facility) – (Total Credits applied during the month / 0.436 (TP delivery ratio for facility)) – Offsets applied

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least (1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, (2) the calculation to quantify the pounds of reductions expected and (3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

   1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

   2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

   3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits,

when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

   - Provide the registry number and trade effective dates.
   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading".*

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

    b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

       If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

       (40 homes x 25 lbs / home) / 12 months = 83 lbs/month

       For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets Granted by Connection of Retired On-Lot Systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance

system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

III. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. In the event that the Department determines that the permittee's batch discharges are causing impairment to the aquatic life of the receiving stream due to the magnitude and frequency of the discharges, the permittee shall submit a Corrective Action Plan to equalize decant flows prior to discharge with a schedule to complete the improvements. The Corrective Action Plan and schedule shall be submitted within 60 days of the Department's written notification. Upon approval of the Plan, the Department will issue an amendment to the facility's Water Quality Management Permit.

F. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

G. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 2.82 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Influent BOD5 and TSS samples shall be collected and analyzed. Loading from hauled-in wastes must also be included in plant loading through analyses of the hauled-in wastes reported on DMR Supplemental

Forms or influent composite sampling. If hauled-in wastes are not included in influent composite analyses, for each day in which hauled-in wastes are received at the facility, indicate the volume and combined loading of septage, sludge, and other wastes received during the day on the DMR Supplemental Form. Loading from the hauled-in waste shall be based on a daily composite of grab samples from the individual truck loads.

IV. Supplemental Information

A. The hydraulic design capacity of 0.94 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.50 MGD.

C. The organic design capacity of 1,280 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

V. SOLIDS MANAGEMENT

A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids, produced by the system, by balancing the amount of solids maintained within the treatment system. The permittee shall develop a scheduled sludge wasting rate that maintains an appropriate mass balance for the specific treatment process type and system loadings and maintains compliance with permit effluent conditions. Holding excess sludge within clarifiers or in the disinfection process is not acceptable. The permittee shall compute and set the wasting rate and time so as to maintain an appropriate balance of sludge in the system. Seasonal variations shall be considered in developing sludge wasting rates.

B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-WSFR0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-WSFR0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-WSFR0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FMWSFR0450), as attachments to the DMR.

C. By March 31 of each year, the permittee shall submit a "Sewage Sludge Management Inventory" that summarizes the amount of sewage sludge and/or biosolids produced and wasted during the calendar year from the system. The "Sewage Sludge Management Inventory" may be submitted with the Municipal Wasteload Management Report required by Chapter 94. This summary shall include the expected sewage sludge production (estimated using the methodology described in the U.S. EPA handbook, "Improving POTW Performance Using the Composite Correction Approach" (EPA-625/6-84-008), compared with the actual amount disposed during the year. Sludge quantities shall be expressed as dry weight in addition to gallons or other appropriate units.

VI. RECEIPT OF RESIDUAL WASTE

A. The permittee shall document each load of residual waste (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate) received for processing at the treatment facility. Upon receipt, the permittee shall record the information required for the Residual Waste Supplemental DMR (Form No. 3800-FM-WSFR0450) and the residual waste transporter operational record pursuant to 25 Pa. Code § 299.219 as follows:

1. The types or classifications of residual waste received and well permit # if applicable.

2. The weight or volume of the types of wastes received.

3. The name, mailing address, telephone number, county and state of each generator of residual waste received.

4. The name and location of any transfer facility that received and transferred the waste.

5. The name and address of the person or municipality collecting or transporting the waste.

6. The license plate number of the vehicle/trailer transporting the waste.

B. This information at a minimum can be found on the required daily operational record of the transporter. If the transporter is unable to provide this information, the load shall not be accepted by the permittee until such time as the transporter is able to provide the required information.

C. In addition, the permittee shall summarize the information on a monthly basis and submit the enclosed Residual Waste DMR Supplemental Form (Form No. 3800-FM-WSFR0450) to the Department as an attachment to the DMR.

D. Prior to receipt of any residual waste, the permittee shall obtain a chemical analysis of the wastewater as required in 25 Pa. Code § 287.54 from the generator of the wastewater.

E. For oil and gas wastewaters, within 30 days of delivering fracturing (frac) water to the treatment facility, the operator of the well or well site generating the frac water will submit a characterization of the frac wastewater using the parameters listed in the Bureau of Waste Management Form 26R. For the first 30 days of wastewater generation after fracturing, the operator of the well site will provide and the receiving facilities will rely upon an oil and gas industry generic characterization of the wastewater. A waste characterization (as described above) will need to be submitted for all other types of wastewater generated prior to acceptance at the treatment facility.

F. The information required by this condition shall be retained by the permittee for 5 years from the date of receipt. This information must be made available for inspection by and a copy made available to the Department, upon request.

Schedule 4.5

Pending or Threatened Litigation

NONE

Schedule 4.6

Environmental Matters

NONE

Schedule 4.8

Real Estate

List of Real Property Interests ("In Fee") to Be Acquired

1. North Wastewater Treatment Plant Site
   - Parcel ID# 27000SF0067A000000
   - Parcel ID# 27000SF00670000000
   - Parcel ID# 27000SF0068A000000
   - Parcel ID# 27000SF00690000000
   - Parcel ID# 27000SF0069B000000
   - Parcel ID# 27000SF00680000000

2. South Wastewater Treatment Plant Site; and
3. Pump Stations – FAIRVIEW to provide parcel info.
4. Other Property – FAIRVIEW to provide

Schedule 4.9

List of Easements, Licenses and Rights-of-Way

To be furnished by FAIRVIEW - Listed by Parties, Date of Agreement, Deed book/page #

Schedule 4.10

Personalty

NONE

Schedule 4.11

Leases

1. Land Lease Agreement for cellular tower
    - Original Land Lease Agreement between Fairview Township Authority and Pennsylvania Cellular Telephone Corp. dated April 18, 1996.
    - Assignment of Land Lease Agreement between Fairview Township Authority and Fairview Township dated June 25, 1997.

Schedule 4.12

Contracts

1. Red Barn Trading Company Agreement to purchase Nitrogen water quality nutrient credits for a period of 15 years dated April 10, 2008

2. Reservation of Capacity Fee Agreements - Agreements to be provided by FAIRVIEW

Owner	EDUs
Chris McKinney	1
Paul E. Shearer Trust	3
DJH Penn Valley	13
Eastern Development & Planning	157
Old York Developers, LLC	26
Gemcraft Homes	39
	239

3. Prepaid Tapping Fees Agreements - Agreements to be provided by FAIRVIEW

Subdivision Name	Originl EDUs	Each	Total	Remaining EDUs	Remaining Cost
Briarcliff, Phase 1 & 2	72	$3,015	$217,080	3	$9,045
Old Orchard, Phase 3	88	$4,440	390,720	46	204,240
Woods @ Deer Run	16	$4,440	71,040	7	31,080
Pelleschi	2	$4,440	8,880	2	8,880
Beinhower	2	$4,440	8,880	2	8,880
Woodbridge, Phase 7 - S&A	27	$4,440	119,880	6	26,640
Woodbridge, Phases 8-11	59	$8,130	479,670	31	252,030
Weatherstone	37	$4,010	148,370	27	108,270
				124	**$649,065**

4. Lower Allen Township Agreement for the connection to the outfall line of Lower Allen Authority.
   - Original Agreement between the Fairview Township Authority and the Lower Allen Township Authority dated December 28, 1976.
   - Amendment to Agreement dated June 6, 1994.
   - Second Amendment to Outfall Agreement dated March 13, 2000.

5. Lower Allen Township Agreement for collection, transportation, treatment, and discharge of sewage from portions of the Township of Fairview
   - Original Agreement between the Township of Fairview/Fairview Township Authority and the Township of Lower Allen dated December 28, 1976.
   - Amendment to Agreement dated September 6, 1990.
   - Third Amendment to Agreement dated September 4, 1997.

6. Other Agreements to be provided by FAIRVIEW

Schedule 4.14

Liabilities

1. General Obligation Bonds, Series 2013
2. PNC Loan Obligation 606587833
3. PNC Loan Obligation 606588131
4. PNC Loan Obligation 606587887
5. PNC Loan Obligation 606633301

Schedule 4.15

Customer Advances

NONE

Schedule 6.2.2

Fairview's Existing Wastewater Rates - to be adopted by PAWC as its base rates effective at Closing

- Residential Customers
  - $192.00 per EDU per quarter or $64.00 per month per EDU

- Commercial Customers
  - $233.00 per EDU per quarter or $77.67 per EDU per month
  - Volumetric Charge - $11.506/Thousand Gallons for all usage over 20,250 per EDU per quarter or over 6,750 per EDU per month.

Schedule 6.2.3
Phase 2 Collection System

The Phase 2 Collection System is currently under design. The Phase 2 Collection System generally consists of the following:

- Park Pump Station gravity sewer and force main up S.R. 114 to Stetler Road and across S.R. 114 to Stetler Road, down church access drive to existing interceptor. (4,000 feet of force main; 2600 feet of gravity main; 17 laterals)
- Leg at church triangle (475 feet of gravity main; 185 feet of force main to valve vault; 3 laterals)
- Spangler Mill Pump Station to Shauffnertown Road through right-of-way to Diller and Ridge Roads (includes Meadowbrook Mobile Home Park). (4,200 feet of gravity main; 47 homes and 5 lots)
- Spangler Mill Pump Station to valve vault on Old Forge Road. (2,600 feet of force main; 2,300 feet of gravity main; 17 homes)
- Carriage Road to Stetler Road and to end of force main across S.R. 114. (625 feet of force main; 3300 feet of gravity main; 49 homes)
- Old Forge Pump Station heading north to triangle. (1700 feet of force main; 2,150 feet of gravity main, 22 homes)
- Old Forge Pump Station heading south including bore to Bunker Hill MH 4-2.5. (1,000 feet of gravity main; bore under creek ; 120 feet of lining; 12 homes
- Bunker Hill Road to Rudytown Road, Sunset View Drive and Bradley Circle. (4,500 feet of gravity main; 385 feet of low pressure to #866 Rudytown Road; 60 homes and 4 lots)
- Null Road and Scenic Circle. (900 feet of gravity main; 12 homes)
- Low pressure force main. (350 feet of low pressure force main; 4 homes)

Schedule 8.1.7

Certification of Financial Information

CERTIFICATE AS TO DEBT, CONTRIBUTIONS,
AND ADDITIONS AND RETIREMENTS

The undersigned officer of the Township of Fairview ("FAIRVIEW"), with regard to the Purchase Agreement dated _____ (the "Agreement") between the FAIRVIEW, as Seller, and Pennsylvania American Water Company ("PAWC"), as Buyer, for the sale by FAIRVIEW to PAWC of the public wastewater treatment, collection and disposal system now owned by FAIRVIEW (the "Wastewater System"), hereby certifies that:

1. The amount of FAIRVIEW's net outstanding long-term debt or notes related to the Wastewater System is $_____.

2. The amount of all unexpired customers' advances for construction and unexpended contributions in aid of construction is $_____.

3. The additions or retirements to the Wastewater System during the period [date of agreement] through the date of this Certificate, together with the cost thereof, are: $_____.

All of the foregoing statements are true and correct as of the _____ day of _____, 2015.

ATTEST:

_____
Secretary

(SEAL)

TOWNSHIP OF FAIRVIEW

_____
President

Schedule 8.1.9

Opinion of Counsel (FAIRVIEW)

Sample Attached (2 pages) – Final to be provided at Closing

[DATE]

Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033

Ladies and Gentlemen:

I have acted as counsel for _____, a Pennsylvania _____ (the "Seller") in connection with the execution and delivery by the Seller of the Purchase Agreement (the "Agreement") dated _____ between the Seller and Pennsylvania-American Water Company, a Pennsylvania corporation ("PAWC"). This opinion is delivered to you pursuant to Paragraph 8.1.9 of the Agreement. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement unless otherwise noted.

In connection with the opinions expressed below, I have made such examination of law and have examined originals, or copies certified or otherwise identified to my satisfaction, of the Agreement and all other agreements and instruments to be executed by the Seller in connection with the Agreement ("Transaction Documents"), and such documents and records of the Seller, certificates of public officials and of officers of the Seller, and such other documents as I have deemed necessary or appropriate.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. The Seller is validly existing under the laws of the Commonwealth of Pennsylvania and has all requisite municipal power and municipal authority to perform its obligations under the Agreement, and to own the Acquired Assets as now owned or leased and to operate the Acquired Assets as now operated.

2. All proceedings required to be taken by or on the part of the Seller to authorize the execution, delivery and performance of the Agreement and the Transaction documents, and the consummation of the transactions thereby, have been duly and properly taken. Each of the Agreement and the Transaction Documents have been duly and validly executed and delivered.

3. All consents, approvals, authorizations or orders of any court or governmental authority of the United States or the Commonwealth of Pennsylvania required for the consummation by the Seller of the transactions contemplated by the Agreement have been obtained.

4. Neither the execution and delivery of the Agreement and the Transaction documents by the Seller not the consummation of the transactions contemplated thereby will conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, the terms of any agreement or instrument to which the Seller is a party or by which the Acquired Assets may be bound or affected. The execution, delivery and performance of, and compliance with, the Agreement and the Transaction Documents by the Seller will not violate any provision of any law, rule, regulation, or to my knowledge, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, arbitrator or governmental authority, by which the Seller is bound or to which it is subject.

5. The Agreement and other agreements and documents to be executed pursuant thereto, when executed and delivered by the Seller, will constitute legal, valid and binding obligations of the Seller, enforceable against it in accordance with their respective terms.

(SUBJECT TO CUSTOMARY ASSUMPTIONS AND EXCLUSIONS TO BE INCLUDED PRIOR TO CLOSING)

Sincerely,

Schedule 8.1.13

Permits Issued

Refer to Schedule 4.4

Schedule 8.2.3

Opinion of Counsel (PAWC)

Sample Attached – To be provided at Closing (1 page)

Date_____

I am Corporate Counsel for Pennsylvania-American Water Company ("PAWC"), a Pennsylvania corporation, in connection with the execution and delivery of the Purchase Agreement dated _____, between _____, as Seller, and PAWC, as Purchaser, for the sale by _____ to PAWC of the public wastewater system ("Wastewater System") and assets related to the Wastewater System now owned by_____. This Opinion is delivered to you under Paragraph 8.2.3 of the Purchase Agreement.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

2. The execution, delivery and performance of the Purchase Agreement does not, and the consummation of the transaction contemplated by the Purchase Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

Sincerely,

_____

Corporate Counsel
Pennsylvania American Water

Pennsylvania-American Water Company, Inc.
Pro-Forma Balance Sheet (Unaudited)
December 31, 2014
(Dollars in thousands)

	PAWC December 31, 2014 (Audited)	Fairview Acquisition December 31, 2014 (Unaudited)	Consolidated December 31, 2014 (Unaudited)
Property, plant and equipment			
Utility plant - at original cost less accumulated depreciation	$ 3,340,425	$ 15,286	$ 3,355,711
Utility plant acquisition adjustments, net	$ 14,401		$ 14,401
Total Non-Utility Plant, net	$ 505		$ 505
Total property plant and equipment	**$ 3,355,331**	**$ 15,286**	**$ 3,370,617**
Current assets			
Cash and cash equivalents	$ 849	$ 11,608	$ 12,457
Accounts receivable:			
Billed, net of allowance for doubtful accounts	$ 49,599	$ 398	$ 49,997
Unbilled	$ 30,971	$ -	$ 30,971
Other current assets	$ 32,924	$ 313	$ 33,237
Total current assets	**$ 114,343**	**$ 12,318**	**$ 126,661**
			$ -
Long-term assets			$ -
Regulatory assets	$ 189,484		$ 189,484
Goodwill	$ 39,782		$ 39,782
Prepaid Pension Expense	$ -		$ -
Other	$ 23,449		$ 23,449
Total long-term assets	**$ 252,715**	**$ -**	**$ 252,715**
Total assets	**$ 3,722,389**	**$ 27,604**	**$ 3,749,993**
Capitalization and Liabilities			
Capitalization			
Total stockholder's equity	**$ 1,282,291**	**$ 7,709**	**$ 1,290,000**
Long-term debt	$ 1,144,047	$ -	$ 1,144,047
Preferred stock without mandatory redemption requirements	$ -		$ -
Preferred stock with mandatory redemption requirements	$ 8,852		$ 8,852
Total capitalization	**$ 2,435,190**	**$ 7,709**	**$ 2,442,899**
Current liabilities			
Notes payable - associated companies	$ 73,766	$ 17,714	$ 91,480
Current portion of long-term debt	$ 5,217	$ 1,476	$ 6,693
Other	$ 135,760	$ 705	$ 136,465
Total current liabilities	**$ 214,743**	**$ 19,895**	**$ 234,638**
Long-term liabilities			
Deferred income taxes	$ 768,264		$ 768,264
Regulatory Liabilities	$ 32,238	$ -	$ 32,238
Other	$ 127,081		$ 127,081
Total long-term liabilities	**$ 927,583**	**$ -**	**$ 927,583**
Contributions in aid of construction	**$ 144,873**	**$ -**	**$ 144,873**
Total capitalization and liabilities	**$ 3,722,389**	**$ 27,604**	**$ 3,749,993**

Exhibit G

Pennsylvania-American Water Company, Inc.
Proforma Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)
(Dollars in thousands)

	PAWC 12 Months Ended December 31, 2014 Audited	Fairview TWP 12 Months Ended December 31, 2014 Unaudited	Consolidated 12 Months Ended December 31, 2014 Unaudited
Operating revenues	**$ 605,432**	**$ 4,198**	**$ 609,630**
Operating expenses			
Operation and maintenance	$ 199,887	$ 2,191	$ 202,078
Depreciation and amortization	$ 81,165	$ 727	$ 81,892
General taxes and other	$ 21,296	$ -	$ 21,296
Total Operating Expenses	**$ 302,348**	**$ 2,918**	**$ 305,266**
Operating income	**$ 303,084**	**$ 1,280**	**$ 304,364**
Other income (expenses)			
Other income, net	$ 48	$ 6	$ 54
Interest expense, net	$ 66,712	$ (589)	$ 66,123
Total Other Expenses	**$ (66,664)**	**$ (583)**	**$ 66,177**
Income before income taxes	**$ 236,420**	**$ 697**	**$ 237,117**
Provision for income taxes	**$ 96,237**	**$ -**	**$ 96,237**
Net income	**$ 140,183**	**$ 697**	**$ 140,880**

PENNSYLVANIA-AMERICAN WATER COMPANY

I, E.T. HICKS, Assistant Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company"), DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Consent on June 1, 2015, and that such resolutions have not been amended or rescinded and are still in full force and effect:

> RESOLVED, that the officers of the Company be, and they hereby are, authorized to purchase the assets of Fairview Township's wastewater system; and
>
> RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Fairview Township an agreement to purchase the assets of Fairview Township's wastewater system are ratified, confirmed and approved; and
>
> RESOLVED, that the proper officers including but not limited to the President or a Vice President of the Company be, and hereby are, authorized and directed to execute and deliver any and all documents, make all filings and do any other thing which they may deem necessary, proper or desirable to effectuate the purposes of the foregoing resolutions, and to carry out the closing of the purchase of Fairview Township's wastewater system.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company this 2nd day of June, 2015.

E.T. Hicks
Assistant Secretary

Exhibit I

FAIRVIEW TOWNSHIP
York County, Pennsylvania

RESOLUTION NO. 2015-12

A RESOLUTION OF FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A PURCHASE AGREEMENT WITH PENNSYLVANIA-AMERICAN WATER COMPANY FOR THE SALE OF THE FAIRVIEW TOWNSHIP WASTEWATER TREATMENT, COLLECTION AND DISPOSAL SYSTEM, AUTHORIZING THE APPROPRIATE OFFICIALS OF THE TOWNSHIP TO FULLY EXECUTE AND DELIVER THE PURCHASE AGREEMENT TO PENNSYLVANIA-AMERICAN WATER COMPANY, AND AUTHORIZING THE TOWNSHIP STAFF, SOLICITOR AND ENGINEERS TO TAKE ANY AND ALL ACTIONS NECESSARY TO COMPLY WITH AND COMPLETE THE TRANSACTION CONTEMPLATED BY THE PURCHASE AGREEMENT.

WHEREAS, Fairview Township, York County, Pennsylvania ("Township") is a township of the second class; and

WHEREAS, the Township is the owner and operator of a public sanitary wastewater treatment, collection and disposal system ("Sewer System"); and

WHEREAS, the Sewer System consists of both real property, in the form of pump station sites, treatment plant site, including improvements thereon and other interests in real estate and personal property, in the form of mains, laterals, pumps, valves and other equipment employed as a part of the Sewer System; and

WHEREAS, Pennsylvania-American Water Company ("PAWC") has submitted an offer to purchase the Sewer System by virtue of a Purchase Agreement, which is attached hereto and is incorporated herein by reference; and

WHEREAS, PAWC is a public utility as defined by the Pennsylvania Public Utility Code, as amended; and

WHEREAS, Section 1503(a) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(a)) authorizes a second class township to sell real property by public auction after due advertisement; and

WHEREAS, Section 1503 (c)(8) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(c)) provides that the requirements of bidding and advertisement set forth in Section 1503 do not apply to the conveyance or lease of real property by the township to a public utility; and

WHEREAS, Section 1504(a) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(a)), authorizes a second class township to sell personal property by public auction after due advertisement; and

WHEREAS, Section 1504(c)(2)(viii) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(c)) provides that the requirements of bidding and advertisement set forth in Section 1504 do not apply to the sale or lease of personal property by the township to a public utility; and

WHEREAS, the Township obtained a valuation report from a third-party, AUS Consultants to determine an estimated fair market value of the Sewer System; and

WHEREAS, the Board of Supervisors have concluded that the value of the offer by Pennsylvania-American Water Company is fair and reasonable in light of the valuation report; and

WHEREAS, the Board of Supervisors of Fairview Township, have determined that the sale of the Sewer System to PAWC pursuant to the terms and conditions of the Purchase Agreement is generally in the best interests of the Township; and

WHEREAS, the Board of Supervisors specifically have determined that the sale of the Sewer System offers the following benefits:

a. It relieves the Township residents of the continuing duty and expense to maintain, finance, inspect, upgrade, repair, replace, enlarge and otherwise operate the Sewer System;

b. It will help stabilize sewer rates for the approximately 3900 users of the Sewer System by spreading the costs of maintenance, upgrade, repair, replacement, enlargement and overall operation to the approximately 667,000 customers of Pennsylvania-American Water Company;

c. It will save 300 residences within the Act 537 Plan project area a combined $2,850,000.00 in tapping fee cost ($9,500.00 per home) to connect to the Sewer System;

d. It requires Pennsylvania-American Water Company to complete, at its cost, the Act 537 Plan Project;

e. It will enable the Township to retire all existing sewer debt; and

f. Pennsylvania-American Water Company intends to convert the billing for sewer service to a consumption-based rate, which will more fairly reflect a customer's use of the Sewer System.

NOW, THEREFORE, BE IT SO RESOLVED by the Board of Supervisors of Fairview Township, York County, Pennsylvania, and by and through the authority of the same, as follows:

1. Fairview Township hereby authorizes entering into the Purchase Agreement with the Pennsylvania-American Water Company for the purchase of the Fairview Township Sewer System.

2. The appropriate officials of the Township are authorized to fully execute the Purchase Agreement and deliver the same to Pennsylvania-American Water Company; and

3. The Township staff, solicitor and engineers are authorized to take any and all actions necessary and required to comply with and complete the transaction contemplated by the Purchase Agreement.

RESOLVED this 28th day of May, 2015.

ATTEST:

By: _____
Donna L. Nissel
Township Secretary

FAIRVIEW TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Robert P. Stanley, Jr., Chairman

By: _____
Mario D. Pirritano, Vice-Chairman

By: _____
John C. Minito

By: _____
Christopher L. Allen

By: _____
John J. Jones

Rate Schedule

Residential:

	Fairview Township	PAWC
Flat Rate	$192.00 per EDU per quarter	$64.00 per EDU per month

Non Residential (Commercial, Industrial & Municipal):

	Fairview Township	PAWC
Service Charge:	$233.00 per EDU per quarter including a usage allowance of 20,250 gallons per EDU per quarter	$77.67 per EDU per month including a usage allowance of 6,750 gallons per EDU per month
Usage Charge:	$1.1506 per 100 gallons for all usage in excess of 20,250 gallons per EDU per quarter	$1.1506 per 100 gallons for all usage in excess of 6,750 gallons per EDU per month

RATES FOR RATE ZONE 8 – The rates as set forth below will be in effect for all Fairview Township wastewater customers. (C)

Flat Rate Charges - Residential

A Flat Rate of $64.00 per EDU, per month shall be billed to each residential customer.

Metered Charges - Commercial, Industrial, Municipal

Service Charge For All Non-Residential Classes:

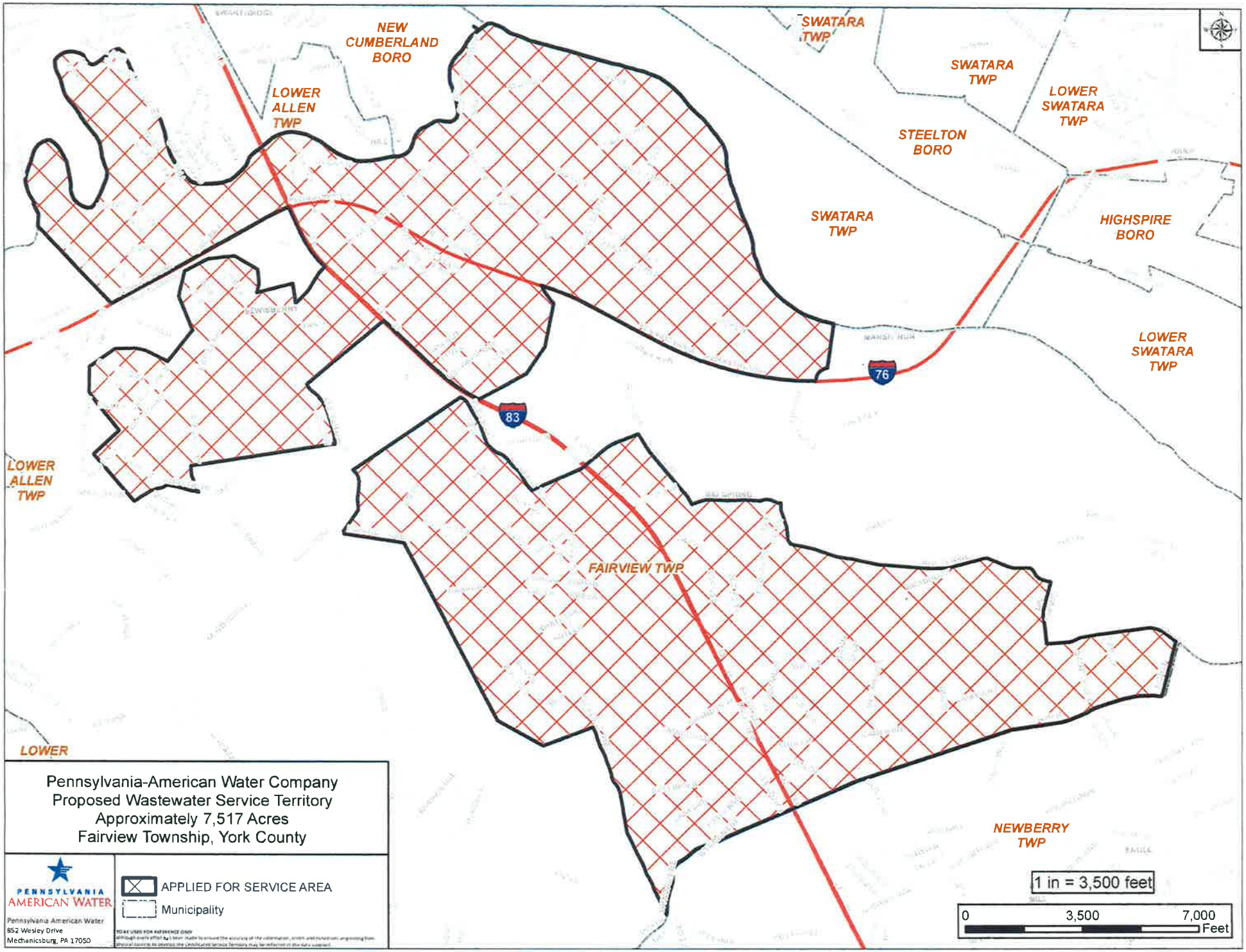
All metered non-residential customers shall be subject to a monthly service charge of $77.67 per EDU.

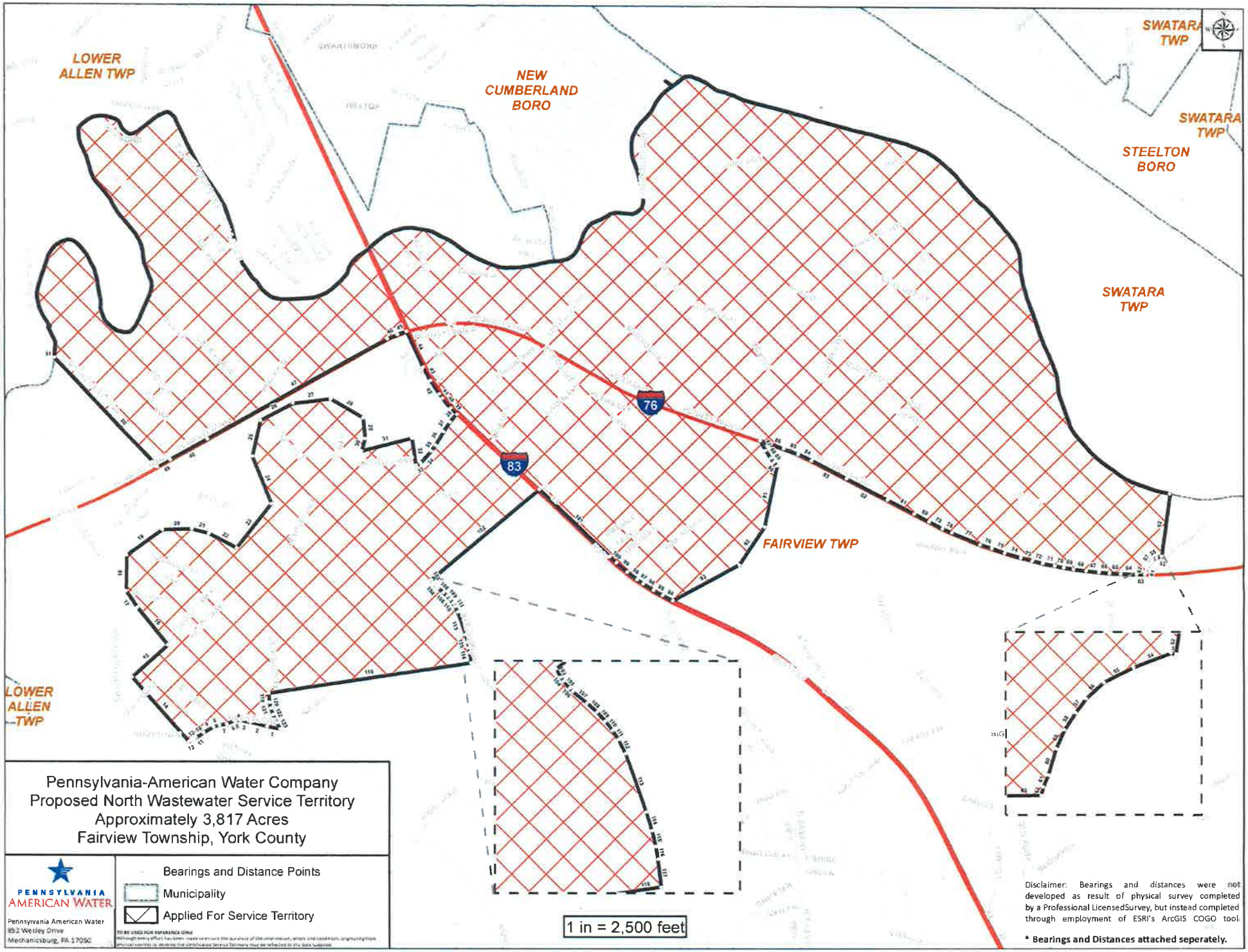
Usage Charge For All Non-Residential Bill Classes:

The following rates shall apply per hundred gallons per EDU.

The First	6,750 gallons per month	Service Charge
All Over	6,750 gallons per month	$1.1506 per hundred

Exhibit L


NEW CUMBERLAND BORO
LOWER ALLEN TWP
SWATARA TWP
SWATARA TWP
LOWER SWATARA TWP
STEELTON BORO
SWATARA TWP
HIGHSPIRE BORO
LOWER SWATARA TWP
LOWER ALLEN TWP
FAIRVIEW TWP
NEWBERRY TWP
LOWER
83
76
Pennsylvania-American Water Company
Proposed Wastewater Service Territory
Approximately 7,517 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
APPLIED FOR SERVICE AREA
Municipality
1 in = 3,500 feet
0
3,500
7,000
Feet


LOWER ALLEN TWP
NEW CUMBERLAND BORO
SWATARA TWP
SWATARA TWP
STEELTON BORO
SWATARA TWP
76
83
FAIRVIEW TWP
LOWER ALLEN TWP
Pennsylvania-American Water Company
Proposed North Wastewater Service Territory
Approximately 3,817 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
Bearings and Distance Points
Municipality
Applied For Service Territory
1 in = 2,500 feet
Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional LicensedSurvey, but instead completed through employment of ESRI's ArcGIS COGO tool.
* Bearings and Distances attached seperately.

Fairview Township

North Service Territory

Sequence	From	To	Bearing	Distance (ft)
1	1	2	N78°57'36"W	278.328
2	2	3	N75°26'47"W	373.0822
3	3	4	N79°41'43"W	213.5134
4	4	5	N86°30'33"W	99.7945
5	5	6	S73°10'43"W	38.9949
6	6	7	S65°21'56"W	172.8499
7	7	8	S80°06'22"W	151.5596
8	8	9	S71°26'51"W	133.6834
9	9	10	S59°50'32"W	253.9979
10	10	11	S55°35'50"W	193.5822
11	11	12	S50°51'22"W	48.1282
12	12	13	S57°40'49"W	50.3323
13	13	14	S71°19'59"W	67.8029
14	14	15	N41°00'20"W	1854.8298
15	15	16	N47°51'45"E	1032.4856
16	16	17	N39°44'59"W	1026.2961
17	17	18	N34°45'42"W	424.7666
18	18	19	N0°47'15"E	757.8841
19	19	20	N54°23'21"E	948.1456
20	20	21	N88°19'00"E	631.6745
21	21	22	S74°25'20"E	371.7278
22	22	23	S62°33'20"E	663.9109
23	23	24	N38°11'31"E	1203.8795
24	24	25	N20°56'57"W	1110.7487
25	25	26	N12°50'22"E	781.253
26	26	27	N62°00'10"E	776.6551
27	27	28	N83°22'16"E	808.3556
28	28	29	S60°17'38"E	797.0203
29	29	30	S5°19'16"E	444.6243
30	30	31	S14°34'59"W	275.8126
31	31	32	N75°31'34"E	1102.7061
32	32	33	S8°31'51"E	588.1038
33	33	34	N63°45'31"E	103.0704
34	34	35	N42°16'25"E	348.4235
35	35	36	N36°12'09"E	156.521
36	36	37	N29°21'28"E	334.643
37	37	38	N34°37'06"E	245.2414
38	38	39	N41°56'16"E	224.0529
39	39	40	N44°25'58"W	185.9929
40	40	41	N40°28'51"W	268.7627
41	41	42	N36°36'25"W	113.5429
42	42	43	N33°41'24"W	342.7152
43	43	44	N28°11'34"W	327.9725
44	44	45	N24°56'31"W	842.9398
45	45	46	S69°26'38"W	200.2501

Fairview Township

North Service Territory

Sequence	From	To	Bearing	Distance (ft)
46	46	47	S66°48'05"W	237.9929
47	47	48	S60°56'25"W	4389.6683
48	48	49	S60°37'58"W	908.4019
49	49	50	S61°11'47"W	308.0827
50	50	51	N43°37'48"W	3209.2916
51	51	52		

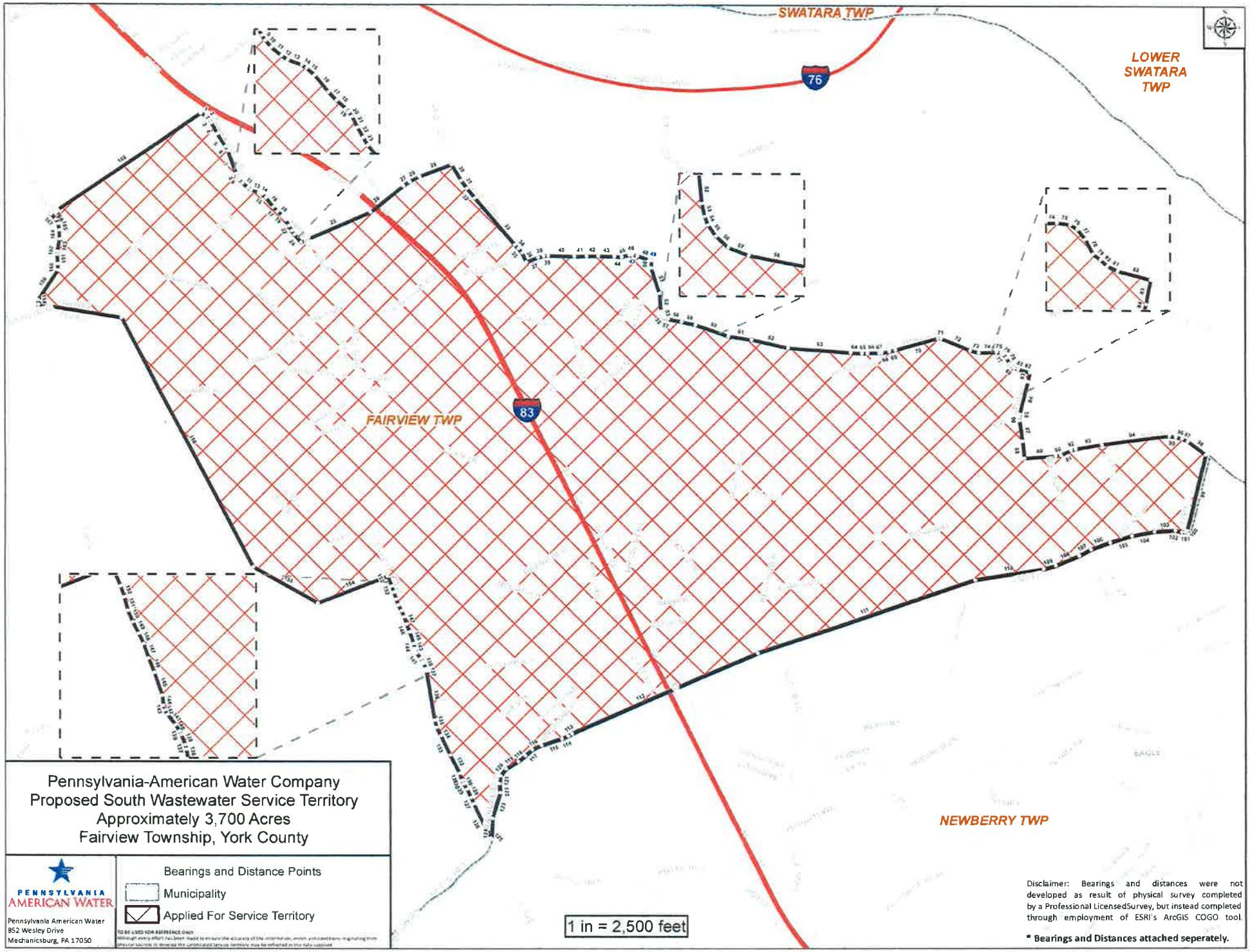
From Point 51, follow Yellow Breeches Creek downstream to the confluence of the Susquehanna River. Then follow the western shore of the Susquehanna River in a Southeasterly direction

52	52	53	S7°42'29"W	1360.4228
53	53	54	N78°06'41"W	13.4837
54	54	55	S68°54'36"W	109.0399
55	55	56	S63°08'08"W	89.1334
56	56	57	S48°04'56"W	63.9285
57	57	58	S35°58'01"W	48.4782
58	58	59	S32°11'45"W	55.3926
59	59	60	S23°06'23"W	56.626
60	60	61	S16°09'52"W	74.8334
61	61	62	S22°58'22"W	34.6962
62	62	63	S13°37'37"W	23.5805
63	63	64	N89°57'27"W	175.9404
64	64	65	N88°09'29"W	340.28
65	65	66	N86°29'56"W	247.3366
66	66	67	N85°26'51"W	223.0997
67	67	68	N83°49'37"W	276.08
68	68	69	N82°06'15"W	265.2425
69	69	70	N80°55'34"W	214.6655
70	70	71	N79°45'47"W	196.3549
71	71	72	N77°37'58"W	260.2046
72	72	73	N76°48'41"W	230.5604
73	73	74	N75°14'40"W	251.5242
74	74	75	N73°40'35"W	357.6461
75	75	76	N69°32'26"W	289.0677
76	76	77	N72°22'08"W	269.9731
77	77	78	N66°48'27"W	645.3848
78	78	79	N66°20'52"W	224.5957
79	79	80	N62°45'36"W	316.3324
80	80	81	N61°17'01"W	359.8879
81	81	82	N62°56'07"W	641.0305
82	82	83	N61°40'14"W	983.4045
83	83	84	N62°10'18"W	845.1363
84	84	85	N64°24'08"W	310.4151
85	85	86	N69°03'26"W	338.787

Fairview Township

North Service Territory

Sequence	From	To	Bearing	Distance (ft)
86	86	87	N70°28'51"W	522.1987
87	87	88	S26°08'11"E	233.5126
88	88	89	S34°36'10"E	204.066
89	89	90	S37°34'07"E	106.7788
90	90	91	S40°18'51"E	112.7036
91	91	92	S11°29'41"W	1346.0072
92	92	93	S33°33'48"W	979.7561
93	93	94	S61°44'57"W	1623.0165
94	94	95	N62°28'15"W	242.275
95	95	96	N59°44'37"W	217.0694
96	96	97	N56°56'21"W	268.7569
97	97	98	N55°48'06"W	151.9707
98	98	99	N53°07'48"W	263.8889
99	99	100	N49°29'50"W	306.8667
100	100	101	N48°10'47"W	194.7542
101	101	102	N45°58'38"W	2080.2522
102	102	103	S49°55'52"W	3011.0287
103	103	104	S27°48'19"E	76.2195
104	104	105	S34°53'27"E	40.215
105	105	106	S41°36'18"E	72.5567
106	106	107	S44°01'44"E	36.2199
107	107	108	S49°57'34"E	149.0998
108	108	109	S48°10'47"E	110.6558
109	109	110	S40°51'01"E	97.5443
110	110	111	S37°58'00"E	95.2431
111	111	112	S32°03'52"E	89.1153
112	112	113	S25°42'36"E	130.0636
113	113	114	S19°28'59"E	502.7453
114	114	115	S16°22'19"E	160.1392
115	115	116	S13°17'06"E	128.437
116	116	117	S10°20'55"E	101.4771
117	117	118	S6°36'26"E	226.3296
118	118	119	S81°28'26"W	4357.8388
119	119	120	S3°46'25"E	204.4363
120	120	121	S11°40'08"E	122.3196
121	121	122	S19°49'02"E	153.6293
122	122	123	S23°26'24"E	202.9455
123	123	1	S28°01'35"E	145.9933


SWATARA TWP
LOWER SWATARA TWP
76
FAIRVIEW TWP
83
NEWBERRY TWP
Pennsylvania-American Water Company
Proposed South Wastewater Service Territory
Approximately 3,700 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
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Bearings and Distance Points
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Applied For Service Territory
1 in = 2,500 feet
Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional LicensedSurvey, but instead completed through employment of ESRI's ArcGIS COGO tool.
* Bearings and Distances attached seperately.

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
1	2	S63°26'06"E	128.1081
2	3	S43°59'42"E	104.9773
3	4	S30°57'50"E	75.9239
4	5	S28°36'38"E	261.0409
5	6	S32°54'19"E	316.3821
6	7	S31°07'52"E	108.2974
7	8	S18°55'40"E	518.4872
8	9	S26°56'22"E	74.246
9	10	S34°55'10"E	70.1361
10	11	S41°07'43"E	102.2789
11	12	S50°14'50"E	151.0158
12	13	S54°38'15"E	82.4938
13	14	S69°26'38"E	176.1459
14	15	S57°40'49"E	62.9153
15	16	S49°23'55"E	120.0462
16	17	S38°46'39"E	247.7501
17	18	S45°20'06"E	131.2037
18	19	S48°39'08"E	144.5384
19	20	S40°36'05"E	50.0192
20	21	S33°58'36"E	60.1896
21	22	S26°33'54"E	138.2985
22	23	S28°57'36"E	127.7344
23	24	S33°31'05"E	100.2148
24	25	S39°37'32"E	221.1759
25	26	N66°14'21"E	1619.4005
26	27	N50°46'21"E	903.195
27	28	N57°28'57"E	164.7111
28	29	N63°37'29"E	234.4779
29	30	N68°57'45"E	725.4369
30	31	S31°09'56"E	393.0051
31	32	S34°59'31"E	211.9194
32	33	S39°01'32"E	265.3788
33	34	S40°25'49"E	1318.6619
34	35	S42°14'27"E	102.0104
35	36	S37°29'49"E	126.9173
36	37	S28°55'16"E	217.1909
37	38	N69°43'13"E	265.4725
38	39	N75°57'50"E	114.5307
39	40	N85°09'22"E	102.7977
40	41	S88°12'36"E	555.8268
41	42	N87°41'39"E	258.8902
42	43	N89°12'35"E	251.7601
43	44	S87°57'17"E	340.4947
44	45	S85°47'09"E	165.3777
45	46	N70°13'26"E	164.1979

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
	46	47 N90°00'00"E	64.2361
	47	48 S74°53'56"E	113.2871
	48	49 S70°51'07"E	264.6417
	49	50 S78°18'38"E	51.4135
	50	51 S1°34'56"W	157.178
	51	52 S17°32'27"E	571.7227
	52	53 S5°01'59"E	383.4228
	53	54 S12°59'41"E	43.4299
	54	55 S21°48'05"E	29.2164
	55	56 S34°04'38"E	44.5407
	56	57 S47°29'22"E	52.991
	57	58 S68°11'55"E	70.1193
	58	59 S78°53'39"E	298.5598
	59	60 S77°30'57"E	301.1747
	60	61 S70°58'00"E	735.9834
	61	62 S80°57'22"E	508.0521
	62	63 S77°43'48"E	792.4068
	63	64 S85°36'39"E	1340.3313
	64	65 S86°06'15"E	242.7484
	65	66 N86°30'19"E	113.9271
	66	67 N89°11'55"E	248.2882
	67	68 N84°53'52"E	48.8045
	68	69 N80°08'49"E	167.3997
	69	70 N76°24'19"E	136.6409
	70	71 N74°37'39"E	929.9728
	71	72 N90°00'00"E	69.4444
	72	73 S67°16'00"E	673.8795
	73	74 S76°27'51"E	192.8569
	74	75 N87°51'33"E	371.7873
	75	76 S82°08'48"E	101.6478
	76	77 S56°18'36"E	62.5964
	77	78 S37°41'39"E	96.5378
	78	79 S27°58'46"E	125.8172
	79	80 S51°06'56"E	69.14
	80	81 S46°58'30"E	71.244
	81	82 S63°56'47"E	86.9617
	82	83 S75°35'24"E	258.1207
	83	84 S11°09'17"W	188.456
	84	85 S14°21'14"W	721.3019
	85	86 S5°11'40"W	67.1159
	86	87 S1°19'01"E	75.5408
	87	88 S8°11'30"E	456.9189
	88	89 S6°50'34"E	371.5704
	89	90 N86°03'42"E	665.8084
	90	91 N78°41'24"E	106.2296

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
91	92	N64°32'12"E	242.2855
92	93	N74°03'17"E	101.1126
93	94	N80°15'10"E	574.2619
94	95	N82°51'29"E	1452.2401
95	96	S81°40'28"E	143.8774
96	97	S73°59'52"E	132.5673
97	98	S64°37'42"E	139.7846
98	99	S53°41'16"E	481.5332
99	100	S14°08'18"W	1669.4352
100	101	S38°39'35"W	44.4661
101	102	N88°38'10"W	72.9373
102	103	N78°49'06"W	152.1947
103	104	S87°33'31"W	448.3236
104	105	S78°55'47"W	488.2517
105	106	S73°06'23"W	489.8911
106	107	S70°16'11"W	437.1209
107	108	S61°23'22"W	282.7943
108	109	S66°58'13"W	541.4134
109	110	S74°00'15"W	270.9057
110	111	S81°27'39"W	1472.0472
111	112	S71°12'14"W	4887.1475
112	113	S66°15'53"W	4332.6184
113	114	S59°02'10"W	96.1702
114	115	S64°55'22"W	149.5098
115	116	S72°07'17"W	452.4027
116	117	S65°13'29"W	223.716
117	118	S46°38'49"W	192.2013
118	119	S51°41'22"W	200.2369
119	120	S58°18'24"W	304.0178
120	121	S38°30'02"W	195.218
121	122	S7°21'09"W	162.7969
122	123	S5°13'05"E	190.8953
123	124	S16°48'22"W	579.436
124	125	S2°13'57"W	445.6508
125	126	N42°47'51"W	31.9416
126	127	N26°19'10"W	815.4347
127	128	N22°16'13"W	147.7391
128	129	N26°03'40"W	198.5752
129	130	N32°46'07"W	134.72
130	131	N24°57'46"W	83.3028
131	132	N17°42'35"W	162.6562
132	133	N27°09'54"W	444.9087
133	134	N25°54'38"W	458.8897
134	135	N27°04'19"W	197.4106
135	136	N14°15'25"W	163.9022

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
136	137	N9°18'42"W	1070.2882
137	138	N12°24'27"W	53.3289
138	139	N21°12'45"W	122.3526
139	140	N26°53'13"W	41.4611
140	141	N34°05'09"W	83.6404
141	142	N37°21'28"W	146.7762
142	143	N29°36'53"W	56.914
143	144	N15°00'18"W	52.3042
144	145	N8°07'48"W	114.1683
145	146	N18°42'54"W	269.4556
146	147	N20°31'00"W	176.8419
147	148	N18°35'55"W	173.1025
148	149	N24°37'56"W	131.2107
149	150	N26°22'37"W	141.8513
150	151	N24°37'25"W	137.5039
151	152	N14°38'13"W	156.6462
152	153	N17°19'34"W	127.6679
153	154	N24°26'38"W	232.8504
154	155	S68°59'45"W	1590.0252
155	156	N60°48'27"W	1575.0559
156	157	N27°40'27"W	6016.3831
157	158	N81°18'37"W	1809.8378
158	159	N3°16'14"W	91.2945
159	160	N34°07'11"E	770.6794
160	161	N1°06'06"W	135.4417
161	162	N6°40'00"W	201.8859
162	163	N6°20'25"E	70.7452
163	164	N9°00'06"E	266.3007
164	165	N1°32'53"E	192.7787
165	166	N10°07'29"W	148.1402
166	167	N27°53'50"W	100.1843
167	168	N45°42'26"W	149.1667
168	1	N56°09'18"E	3864.3067

SERVICE AREA IDENTIFICATION

FAIRVIEW TOWNSHIP

WASTEWATER SYSTEM

The Fairview Township Wastewater System is a municipal wastewater system owned and operated by Fairview Township providing wastewater services to approximately 3,900 customers located entirely in Fairview Township, York County. The Fairview Township Wastewater assets include two (2) wastewater treatment plants that provide service to 3,300 customers in the northern and southern portions of the township and a separate collections system serving 600 customers that transmit those sewage flows to the Lower Allen Township Authority System. The exact service area is reflected on the map contained in Exhibit L. The service area is identified by planar coordinates based on the Pennsylvania State Plane System.

Estimated Annual Revenues and Expenses

Revenue - $4,198,000

Expenses (excluding Interest, Taxes, Other Income, Depreciation & Amortization) - $2,191,000

Exhibit N

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held December 8, 2016

Commissioners Present:

Gladys M. Brown, Chairman
Andrew G. Place, Vice Chairman
John F. Coleman, Jr.
Robert F. Powelson
David W. Sweet

Application of Pennsylvania-American Water Company - Wastewater Division for approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania

A-2016-2567451

ORDER

BY THE COMMISSION:

By the application (Application) filed on September 19, 2016, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, seeks a certificate of public convenience pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), evidencing Commission approval of the PAWC-WD's right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania.

I. BACKGROUND INFORMATION

PAWC-WD submitted proofs of publication and service to appropriate entities. In addition, notice of this Application was published in the *Pennsylvania Bulletin,* 46 Pa.B. 6202, on Saturday, October 1, 2016. The protest period ended October 17, 2016. No protests were filed and no hearings were held.

PAWC-WD is a regulated public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC-WD is currently engaged in the business of collecting, treating, transporting and disposing wastewater and sewage for the public. PAWC-WD and its parent company, Pennsylvania-American Water Company (PAWC), utility code 212285, respectively furnish wastewater and water service to the public in service territories encompassing more than 400 communities across the Commonwealth with a combined population of approximately 2,300,000. As of June 30, 2016, PAWC-WD provided wastewater service to approximately 21,302 customers across the state including portions of Fairview Township, York County.

II. LOCATION AND DESCRIPTION OF PROPOSED TERRITORY

The Application contained a proposed wastewater service territory map and boundary description marked as Exhibit B-1 for service in an additional portion of Fairview Township, York County. PAWC-WD's requested additional territory area consists of 23 acres containing the 17 lot residential development referred to as the Tall Oaks Subdivision. The Tall Oaks Subdivision will extend the current terminus of Tall Oak Drive located along the south side of the Pennsylvania Turnpike and the subdivision's boundary adjoins PAWC-WD's existing wastewater service territory in Fairview Township.

The developer of the Tall Oaks Subdivision is the Rhodes Development Group (RDG), a limited partner in the RDG Marsh Run Associates, with offices at 1300 Market Street, P.O. Box 622, Lemoyne, Pennsylvania, 17043-0622. A copy of the letter of request for service by the developer was attached to the Application marked as Exhibit E. PAWC is currently certificated to provide water within the subject service territory.[1]

III. FACILITIES FOR FURNISHING SERVICE

PAWC-WD stated that the facilities to be installed within the applied for territory for providing wastewater service to the public will include a sewer main extension with 960 feet of 8-inch diameter poly vinyl chloride (PVC) SDR-35 plastic pipe, 600 feet of 6-inch diameter PVC SDR-35 plastic laterals and five access manholes. The proposed sewer main extension will convey wastewater to PAWC-WD's Fairview Township North Wastewater Treatment Plant.

IV. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD stated the estimated cost of the sewer main extension project will be approximately $100,000 and will be borne by RDG Marsh Run Associates pursuant to a Sewer Main Extension Agreement entered into with PAWC-WD dated September 19, 2016. A copy of the Sewer Main Extension Agreement was attached to the Application marked as Exhibit D.

[1] PAWC supplied the following information in response to staff data request A-8: "Pennsylvania American Water Company provides water service within the requested additional territory by Application A-211450F00[0]2 and Order dated September 25, 1986, wherein the PUC approved the merger of all the water works property and rights of Riverton Consolidated Water Company to Keystone Water Company. The name of the surviving corporation was changed to Pennsylvania American Water Company. On December 2, 1988, the PUC issued a certificate of public convenience (Docket No. A-21300, F005 [A-213200F0005]) approving the merger of Pennsylvania American Water Company with and into Western Pennsylvania Water Company. The name of the surviving corporation was changed to Pennsylvania American Water Company. In addition, the Commission approved, under Docket No. A-212285 (1987), Pennsylvania American Water Company's acquisition of Red Land Water Company which served a portion of Fairview Township." [corrected docket numbers]

V. PROPOSED RATES

PAWC-WD stated it will charge its then-existing Zone 10 rates for the wastewater service in the proposed additional territory. A typical residential customer assigned one Equivalent Dwelling Unit (EDU) is charged $64.00 per EDU per month or the equivalent of $768 annually. The total estimated annual revenue from the 17 residential customers in the proposed additional territory will be $13,056 with annual expenses of $2,985 providing an estimated net income of about $10,071.

VI. PERMITS REQUIRED

PAWC-WD stated the developer obtained an approved Erosion and Sedimentation Control Plan and National Pollution Elimination System (NPDES) Permit for the Tall Oaks Subdivision.

VII. LAND-USE PLANNING COMPLIANCE

The Application contained a copy of a letter from Fairview Township dated March 10, 2016, indicating the Final Subdivision Plan for Tall Oaks was conditionally approved by the Fairview Township Board of Supervisors on February 29, 2016. The Application also contains a copy of a letter from the York County Board of Commissioners dated August 25, 2016, supporting PAWC-WD's additional territory request. The above-referenced letters from Fairview Township and the York County Board of Commissioners were attached to the Application marked collectively as Exhibit F.

The Application also contained a letter from the Pennsylvania Department of Environmental Protection (DEP) dated October 29, 2015, regarding Act 537 Official Sewage Facilities Planning for the Tall Oaks Subdivision marked as Exhibit H. The subject letter confirms DEP's determination that the Tall Oaks Subdivision is exempt

from the requirement to revise the Official Plan for new land development. The DEP letter also states the total proposed sewage flow from the Tall Oaks Subdivision will be 3,728 gallons per day.

VIII. OTHER CONSIDERATIONS

PAWC-WD stated in its Application that to the best of its knowledge no corporation, partnership or individual is currently furnishing, or has corporate or franchise rights to furnish service similar to that which will be rendered by PAWC-WD in the requested territory, and no competitive condition will be created. PAWC-WD avers that furnishing service in the requested territory will have no adverse effect upon the service furnished or the rates charged to other customers.

PAWC-WD is current with its annual and quarterly earnings and the security planning and readiness report filing requirements. Also, there are no outstanding assessments or fines due to the Commission. According to DEP, it has no pending actions or outstanding complaints against PAWC-WD in York County.

IX. CONCLUSION

Based upon the facts that there is a need to make safe and reliable wastewater service available to the proposed residential development and that PAWC-WD is fit to provide service, the Commission finds that the granting of PAWC-WD's application for an extension of service territory is in the public interest; **THEREFORE,**

IT IS ORDERED:

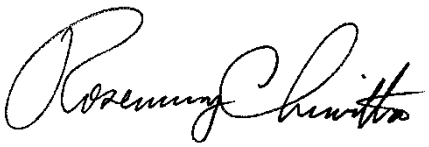
1. That the Application of Pennsylvania-American Water Company - Wastewater Division at Docket No. A-2016-2567451is hereby approved.

2. That a Certificate of Public Convenience shall be issued pursuant to 66 Pa. C.S. § 1102(a)(1)(i) of the Public Utility Code, authorizing Pennsylvania-American Water Company - Wastewater Division to begin to offer, render, furnish, or supply wastewater service to the public in an additional portion of Fairview Township, York County consistent with this Order.

3. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company - Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

4. That a copy of this Order be served upon Pennsylvania-American Water Company - Wastewater Division, Fairview Township Board of Supervisors, York County Commissioners, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate and the Department of Environmental Protection – Southcentral Regional Office and its Bureau of Regulatory Counsel.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 8, 2016

ORDER ENTERED: December 8, 2016

PENNSYLVANIA
AMERICAN WATER

Melanie J. El Atieh
Director, Corporate Counsel
800 West Hersheypark Drive
Hershey PA 17033
Phone: (717) 531-3362
Facsimile: (717) 531-3399
melanie.elatieh@amwater.com

September 19, 2016

VIA E-FILING

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

Re: Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania, A-2016_____

Dear Secretary Chiavetta:

Enclosed for electronic filing, please find enclosed the above-referend application for certificate of public convenience, together with the payment in the amount of $350.00 to cover the Commission's filing fee.

Should you have any questions concerning this filing, please contact me. Thank you for your attention.

Respectfully yours,

Melanie J. El Atieh

Enclosure

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania	:	Docket No. A-2016-_____

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("Pennsylvania American" or "Applicant") hereby submits this application ("Application") requesting that the Pennsylvania Public Utility Commission ("Commission") issue such Order(s), Certificate of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), of Pennsylvania-American's right to offer, render, furnish and supply water service in a portion of Fairview Township, York County, Pennsylvania.

2. The name and address of Applicant is:

Pennsylvania-American Water Company
("Pennsylvania American")
800 West Hersheypark Drive
Hershey, PA 17033

3. The names and address of the Applicant's attorneys are:

Melanie J. El Atieh (PA ID # 209323)
Susan Simms Marsh (PA ID # 44689)
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033
Telephone: (717) 531-3362
Facsimile: (717) 531-3399
E-mail: melanie.elatieh@amwater.com

II. DESCRIPTION OF THE APPLICANT

4. Pennsylvania American is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water Works Company, Inc. ("AWW"). Pennsylvania-American is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of approximately 2,300,000. Pennsylvania American furnishes water service in a certificated service territory encompassing portions of 36 counties across the Commonwealth. A description of Pennsylvania American's existing certificated water and wastewater service territory is found in **Exhibit A**, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania American as it exists on the date of this Application.

5. As of June 30, 2016, Pennsylvania American provided water service to approximately 653,549 customers in the following classifications:

Residential:	601,147
Commercial:	45,074
Industrial:	520
Municipal, Resale and Other:	2,458
Fire Protection:	4,350
Total Water Customers:	653,549

In addition, Pennsylvania American furnishes wastewater service to approximately 21,302 customers, inclusive of the following classifications:

Residential:	20,144
Commercial:	1,085
Industrial:	7
Municipal:	62
Bulk:	4
Total Wastewater Customers:	21,302

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

6. This Application is filed to extend wastewater service to the public in the proposed service territory in a portion of Fairview Township, York County, Pennsylvania ("Application Territory"). Attached hereto as **Exhibit B-1** and **Exhibit B-2**, respectively, is a map showing the boundaries of the Application Territory and a description of the Application Territory.

7. To the best of Applicant's knowledge, no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish wastewater service similar to that to be rendered by Pennsylvania American in the Application Territory, and no competitive condition will be created.

8. Pennsylvania American is currently certificated to provide wastewater service to the public in portions of Fairview Township, York County pursuant to the Certificate of Public Convenience and Order issued by the Commission in the Application of Pennsylvania American at Docket No. A-2015-2486532. Should the Commission approve Pennsylvania American's request in this Application to begin furnishing wastewater service in the Application Territory, it will allow Pennsylvania American to provide public wastewater service to a 17 lot residential development referred to as the Tall Oaks Subdivision which abuts Pennsylvania American's exiting certificated service territory in Fairview Township. Attached hereto as

Exhibit C is a map showing the location of the Application Territory in relation to Pennsylvania American's certificated service territory within Fairview Township, York County.

9. The facilities to be installed within the Application Territory to provide wastewater service to the public include 960 feet of PVC pipe together with five access manholes. The cost of the wastewater collections main installation will be approximately One Hundred Thousand Dollars ($100,000) and will be borne by the developer pursuant to a Sewer Main Extension Agreement entered into between Pennsylvania American and the developer in accordance with Pennsylvania American's Commission-approved Tariff Wastewater – PA P.U.C. No. 15, as may be amended from time to time ("Tariff"). A copy of the Sewer Main Extension Agreement is attached as **Exhibit D**.

10. Pennsylvania American is the only wastewater provider in the area practically capable of providing wastewater collection and treatment services to the Application Territory. A letter of request for service by the developer is attached hereto as **Exhibit E**.

11. Letters of support from Fairview Township and York County in support of the request in this Application are attached hereto as **Exhibit F**. Letters addressed to Fairview Township Planning Commission and York County Planning Commission, copies of which are attached hereto as **Exhibit G**, have been sent by Pennsylvania American to verify that the facilities project described above complies with the Township's and County's comprehensive plans.

12. Fairview Township's Act 537 Plan, as approved by the Pennsylvania Department of Environmental Protection ("DEP"), includes the Application Territory. Fairview Township's Act 537 Plan can be access and viewed at http://twp.fairview.pa.us/Permanent-

Documents. Attached as **Exhibit H** is a letter from DEP indicating DEP's determination that the Tall Oaks Subdivision is exempt from the requirement to revise the Official Plan for new land development.

13. Pennsylvania American has no current plans to install additional facilities other than those described in paragraph 9 above, to offer, furnish, render and supply wastewater service to the public in the Application Territory. However, to the extent the Commission grants this Application and issues a Certificate of Public Convenience evidencing Applicant's right to provide wastewater service to the public within the Application Territory, Pennsylvania American reserves its right to install, operate, maintain, repair and replace additional facilities as may be necessary from time to time to offer, furnish, render and supply wastewater service to the public.

14. Pennsylvania American is currently certificated by the Commission to provide water service to the public in Fairview Township, York County, pursuant to Letters Patent issued on December 31, 1903 to Fairview Township Water Company and Letters Patent issued on February 17, 1904 evidencing the merger of Fairview Township Water Company into Riverton Consolidated Water Company. On January 1, 1987 a Certificate of Merger was issued at Docket No. A-211450F002 evidencing the merger of Riverton Consolidated Water Company into Keystone Water Company, the surviving corporation, and the name change of the surviving entity to Pennsylvania American. In addition, a Certificate of Public Convenience was issued to Pennsylvania American at Docket No. A-212285 in 1987, approving the acquisition of Red Land Water Company which served a portion of Fairview Township.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

15. Pennsylvania American's balance sheet as of December 31, 2015 and income statement for the 12-months period ended December 31, 2015 are attached hereto as **Exhibit I** and **Exhibit J**, respectively.

16. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, Pennsylvania American will provide wastewater service in the Application Territory pursuant to the Rules and Regulations of Pennsylvania American's Tariff and charge its then-existing Rate Zone 10 wastewater rates for service in the Application Territory as set forth in Pennsylvania American's Tariff.

17. Furnishing of service in the proposed additional service territory will have no adverse effect upon the service furnished or the rates charged to other customers.

18. No additional capital will be required by the Applicant for the purpose of financing the matters and things involved in this Application.

19. The estimated annual revenues and expenses of Pennsylvania American in the additional territory are set forth in **Exhibit K** attached hereto.

V. PUBLIC INTEREST AND RELIEF REQUESTED

20. It is in the public interest for Pennsylvania American to provide wastewater service in the proposed service territory because there is a need to make safe and reliable wastewater service available to the residential development, the Applicant is legally, financially and technically capable of providing such service in the Application Territory and because the

furnishing of such service by Pennsylvania American in the Application Territory will have no adverse effect upon the service furnished or the rates charged to other customers.

21. Together with an Order approving this Application, Pennsylvania American requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), authorizing Pennsylvania American to furnish wastewater service in a portion of Fairview Township, York County, as depicted in Exhibit B-1 and described in Exhibit B-2 hereto.

WHEREFORE, Pennsylvania American respectfully requests that the Pennsylvania Public Utility Commission approve this Application and grant the relief requested in Paragraph 21, above.

Respectfully submitted,

Melanie J. El Atieh (PA ID # 209323)
Susan Simms Marsh (PA ID # 44689)
Corporate Counsel
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033
Telephone: (717) 531-3362
Facsimile: (717) 531-3399
E-mail: melanie.elatieh@amwater.com

Date: September 19, 2016

VERIFICATION

I, **David Kaufman**, Vice President – Engineering of Pennsylvania-American Water Company, hereby state that the facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: September 19, 2016

Exhibit A

Description of PAWC's Certificated Water and Wastewater Service Territory

(SEE ATTACHED)

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County,

August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 1, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015) and Fairview Township (York County, December 22, 2015). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water

system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 651,188 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn[3] and Wyomissing[2] and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview[1] and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland and Watsontown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 21,216 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the

Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All of the Borough of McEwensville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

[1] West Fairview Borough was merged into East Pennsboro Township in 1998.
[2] Wyomissing Hills was merged into Wyomissing Borough in 2002.
[3] West Lawn was merged into Spring Township in 2006.

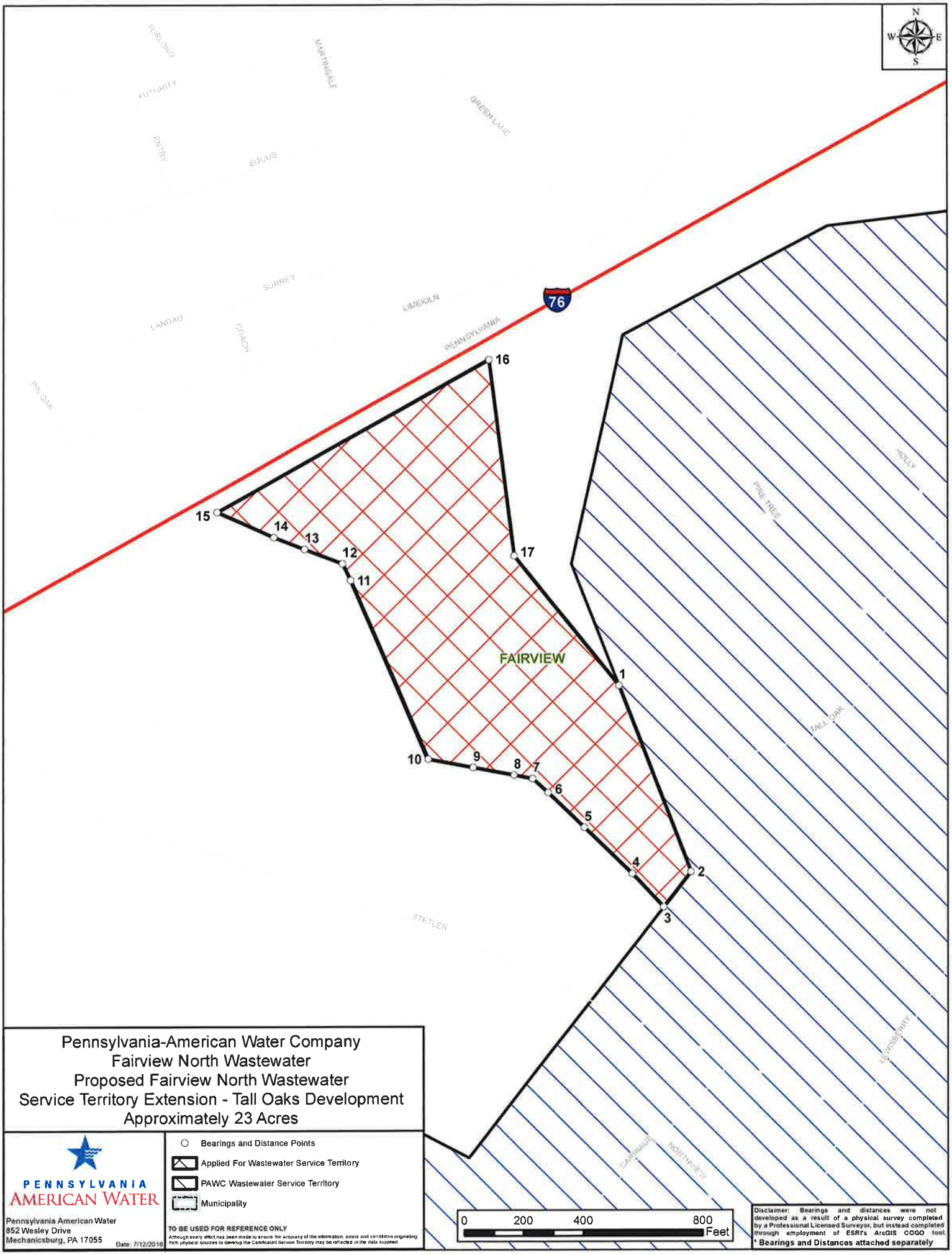
[405 municipalities in 36 counties.]

12/31/2015

Exhibit B-1

Map of Application Territory
(a portion of Fairview Township, York County)

(SEE ATTACHED)



Pennsylvania-American Water Company
Fairview North Wastewater
Proposed Fairview North Wastewater
Service Territory Extension - Tall Oaks Development
Approximately 23 Acres

PENNSYLVANIA AMERICAN WATER

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Date: 7/12/2016

- Bearings and Distance Points
- Applied For Wastewater Service Territory
- PAWC Wastewater Service Territory
- Municipality

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.

* Bearings and Distances attached separately

Starting Point: Approximately 95 feet to the northwest of the point at which parcels 27000RE003900, 27000130001A0, and 2700013014500 intersect.

Sequence	From	To	Bearing	Distance (ft)
1	1	2	S21°13'49"E	667.147968
2	2	3	S38°04'07"W	148.040659
3	3	4	N43°42'29"W	153.413359
4	4	5	N45°53'39"W	221.867347
5	5	6	N45°54'52"W	166.778462
6	6	7	N47°55'16"W	70.086519
7	7	8	N79°34'14"W	63.820041
8	8	9	N79°35'05"W	141.109172
9	9	10	N79°35'54"W	153.051893
10	10	11	N23°22'51"W	650.557926
11	11	12	N25°17'08"W	62.079833
12	12	13	N68°52'22"W	135.38628
13	13	14	N68°54'44"W	111.228456
14	14	15	N66°31'54"W	207.740061
15	15	16	N60°50'00"E	1042.816741
16	16	17	S7°23'22"E	660.071749
17	17	1	S38°50'43"E	556.006575

Exhibit B-2

Description of Application Territory
(a portion of Fairview Township, York County)

A 17 lot residential development referred to as the Tall Oaks Subdivision in Fairview Township, York County, which abuts Pennsylvania American's exiting certificated service territory in Fairview Township.

Exhibit C

Map of PAWC's Certificated and Proposed Wastewater Service Territory

Fairview Township, York County

(SEE ATTACHED)

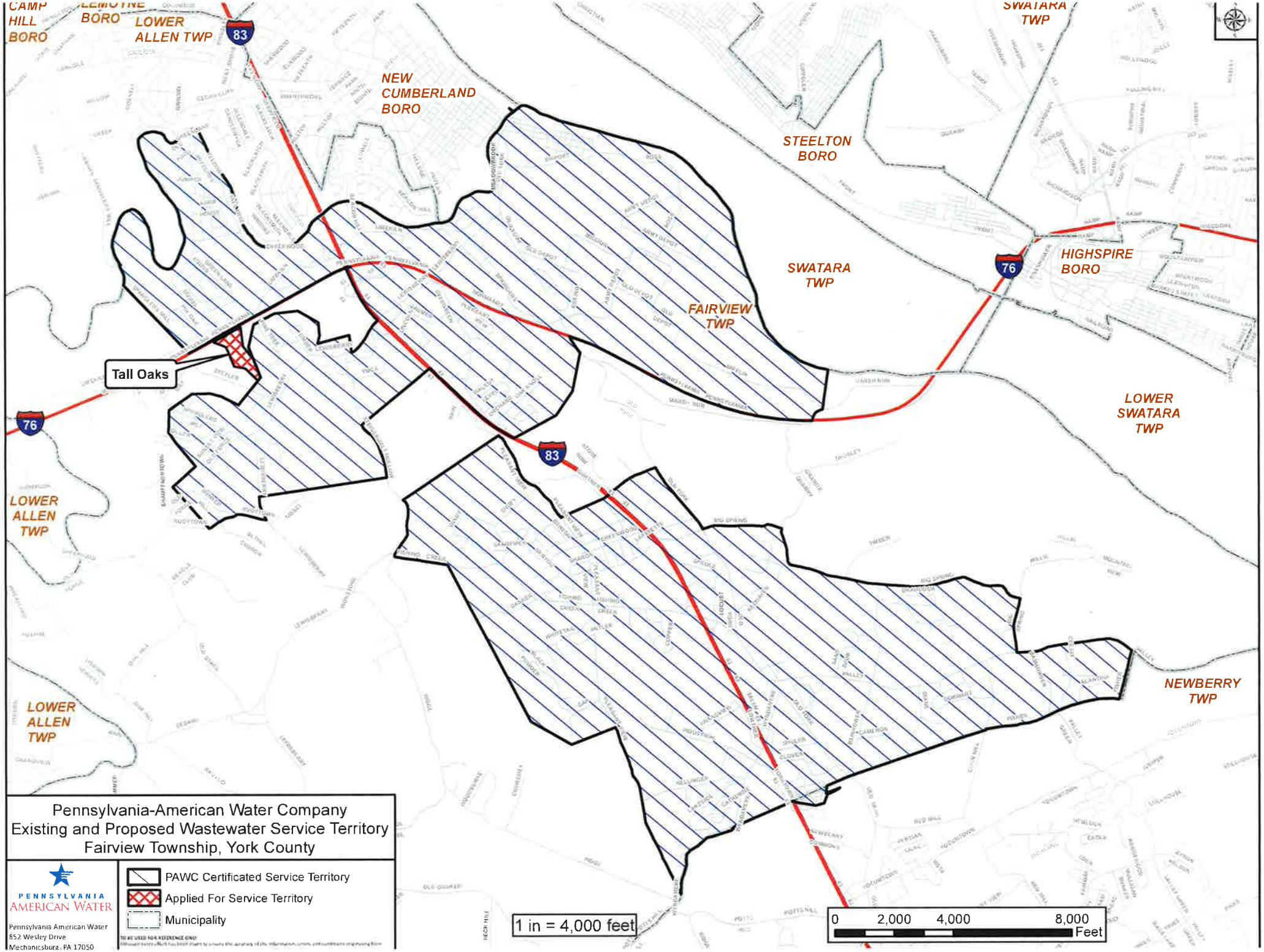

CAMP HILL BORO
LEMOYNE BORO
LOWER ALLEN TWP
NEW CUMBERLAND BORO
SWATARA TWP
STEELTON BORO
HIGHSPIRE BORO
SWATARA TWP
FAIRVIEW TWP
Tall Oaks
LOWER SWATARA TWP
LOWER ALLEN TWP
LOWER ALLEN TWP
NEWBERRY TWP
83
76
76
83
Pennsylvania-American Water Company
Existing and Proposed Wastewater Service Territory
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
PAWC Certificated Service Territory
Applied For Service Territory
Municipality
1 in = 4,000 feet
0
2,000
4,000
8,000
Feet

Exhibit D

Sewer Main Extension Agreement

(SEE ATTACHED)

SEWER MAIN EXTENSION AGREEMENT

TALL OAKS DEVELOPMENT
WO #_____

THIS AGREEMENT ("Agreement"), made this 19th day of September, 2016, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive, Mechanicsburg, Pennsylvania, 17055 ("PAWC") and RDG Marsh Run Associates with offices at 1300 Market Street, Suite 307, Lemoyne. PA 17043 ("Developer").

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a land development being undertaken by Developer known as Tall Oaks, in Fairview Township, York County, Pennsylvania which property is identified on the plans as described in Exhibit "A" (Premises);

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit "A"**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.

2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of **$10,000** as indicated in the estimate attached hereto as **Exhibit "B"**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities for the Premises referenced above. Upon completion of the improvements and acceptance by PAWC, any unused portion of the payment will be released to the Developer. If the estimated payment was insufficient to cover all reasonable costs incurred by PAWC, the Developer will

promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.

4. Except as set forth in Paragraph 5, Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.

5. PAWC's obligations to accept the Sewer Facilities and to provide wastewater service from the Sewer Facilities to the Development are each conditioned upon PAWC receiving from the Pennsylvania Public Utility Commission ("PUC") a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment service to the public in that portion of Fairview Township, York County where the Sewer Facilities will be constructed. PAWC shall initiate, and use commercially reasonable efforts to prosecute, the necessary proceedings to obtain the aforementioned approvals of the PUC. Developer, by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding.

6. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC. A copy of the proposed final subdivision plot plan, with the designation of PAWC's permanent easement(s) or PAWC's fee-simple property(s), shall be submitted to PAWC for its inspection, before it is submitted by developer to the zoning authorities for approval.

7. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.

8. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other

sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.

9. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.

10. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.

11. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.

12. Developer agrees that it will not request commencement of wastewater service pursuant to PAWC's then-effective wastewater service tariff to the Development prior to the completion of the Sewer Facilities and acceptance thereof by PAWC. Developer and PAWC hereby acknowledge and agree that PAWC's obligations to accept the Sewer Facilities and provide wastewater service to the Development are each conditioned upon PAWC receiving from the PUC a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment services to the public in that portion of Fairview Township, York County where the Sewer Facilities are to be located, and that absent

such PUC approval, PAWC is under no obligation pursuant to this Agreement to accept the aforesaid Sewer Facilities. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Development in accordance with its then-effective tariff rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations.

13. Any difference between the actual cost of installing the sewer service and main extension and the estimate furnished by the Developer for the installation of the system described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

14. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.

15. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developers payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.

16. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability

for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.

17. In consideration of PAWC's commitment to provide sewer service to the Development in accordance with this Agreement, and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the warranty provisions of the Agreement.

18. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said warranty periods, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.

19. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
    (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
    (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars ($10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and

Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than $10,000,000.00 Combined Total Limit of Liability.

(iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of $1,000,000, in connection with the work contemplated by this Agreement.

20. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

21. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.

22. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.

23. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.

24. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.

25. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.

26. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duty executed and delivered as of the date first above written.

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: Joseph Wardward

Name (Print): Joseph Wardward
Title: Senior Manager

WITNESS:

DEVELOPER: RDG MARSH RUN ASSOCIATES

By: _____

Name (Print): _____
Title: _____

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duty executed and delivered as of the date first above written.

WITNESS: PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____

Name (Print): _____
Title: _____

WITNESS: DEVELOPER: RDG MARSH RUN ASSOCIATES

By: Gregory C Rhodes

Name (Print): Gregory C. Rhodes
Title: President

Exhibit E

Letter from Developer Requesting Service

(SEE ATTACHED)

Rhodes Development Group, Inc.

September 19, 2016

Scott L. Armbrust, P.E.
Project Manager
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

RE: **Rhodes Development Group, Inc. Request for Wastewater Service**

Dear Scott:

Rhodes Development Group, Inc. ("RDG") is requesting service to be extended from Pennsylvania-American Water Company's ("PAWC") wastewater collection, disposal and treatment system to the Tall Oaks development located in Fairview Township, York County, Pennsylvania.

RDG hereby submits this request for service, which will also serve as a letter of intent to immediately execute the Sewer Main Extension Agreement ('Agreement") in expectation of the Pennsylvania Public Utility Commission's ("Commission") approval of PAWC's application for service in a portion of Fairview Township, York County.

RDG acknowledges that it will be required to fund the cost of the capital improvements necessary for PAWC to provide this service in accordance with the terms and conditions of the Agreement to be entered into between PAWC and RDG. A cost estimate will be determined and the exact route of the main extension will be provided by PAWC.

RDG appreciates PAWC's willingness to finalize and execute the Agreement under these circumstances.

Sincerely,

Gregory C. Rhodes
Rhodes Development Group, Inc.

1300 Market Street • P.O. Box 622 • Lemoyne, Pennsylvania • 17043-0622 • (717) 730-7055 • fax (717) 730-7056

Exhibit F

Letters from Applicable Township and County

(SEE ATTACHED)

Established 1803
FAIRVIEW TOWNSHIP

BOARD of SUPERVISORS
Dr. Larry Cox, *Chairman*
Mario D. Pirricano, *Vice-Chairman*
Korey Leslie, *Supervisor*
Christopher L. Allen, *Supervisor*
John W. Jones, *Supervisor*

ACTING MANAGER
Donald F. Martin, III

March 10, 2016

COPY

Raymond Rosenberger
2444 Sendero Court
San Luis Obispo, CA 93401

RE: Final Subdivision plan for Tall Oaks – 17 Lots

Dear Mr. Rosenberger,

The Fairview Township Board of Supervisors, at their regularly scheduled meeting held on February 29, 2016, took action to approve the Tall Oaks Subdivision plan, subject to the following conditions:

1. A copy of a plan mylar and three paper copies of the plan with the required signatures and seals. **Please note that the York County Recorder of Deeds will not accept plans for recording that do not comply with the following items:**

    - Certification of ownership and statement should be completed, signed and notarized. The notary's seal, the notary's stamp and the notary's signature cannot touch or overlap each other.
    - The notary seal on the plans must be clear enough for the Recorder of Deeds scanning instrument to be able to reproduce the seal. The seal cannot be touching any other text or lines on the plan.
    - The registered professional surveyor or engineer's seal, signature and date of plans, who is certifying the accuracy of the plan, must be present.
    - All signatures have to have a printed name beside or below the signature.
    - The signers of the plan must sign the plan as their name appears on the plan, this would include any suffixes (Jr. Sr. I, II, III).
    - If the signers of the plans are owners or officers of a company or corporation, their title with the company or corporation must be declared beside their signatures.
    - The notary statement "On this date before me the undersigned personally appeared…" this statement must include the printed name for the signer(s).

2. A check in the amount of $237.00 made payable to the "York County Recorder of Deeds". This is needed to record your subdivision plan at the York County Court House.

3. A signed and completed copy of the Letter of Acceptance. A copy of the Letter of Acceptance is enclosed.

4. Payment of any outstanding Township Engineer's plan review fees.

5. Placement of an Improvement Guarantee. This will be based on an estimate provided by your engineer and approved by the Township Engineer.

6. The execution of a Security Agreement. A sample of this security agreement can be found in Appendix 11A of the Fairview Township Subdivision and Land Development Ordinance.

7. Placement of funds into an Engineers Escrow Account. This escrow is calculated at 4% of the approved bond amount PRIOR to the addition of the 10% contingency. This should be made by separate check made payable to Fairview Township.

8. Payment of the required Traffic Impact Fee Assessment in the amount of $20,000.00. A copy of the Traffic Engineers report on those impact has been attached to this letter. The reduction in fee is due to YOUR plans submittal PRIOR to the final fee structure. Due to this, your fee was structured at the initial $1000.00/per new vehicle trip. This should be made by separate check made payable to Fairview Township.

9. Payment of the noted Recreation Fees in the amount of $17,000.00. This fee is assessed in lieu of your plans proposing dedication of land. The amount is based on the number of lots contained in the subdivision plan (17 lots @ 1,000/ea). This should be made by separate check made payable to Fairview Township.

10. Compliance with the comments noted in the Codes Administration Directors memo to the Board of Supervisors dated February 19, 2016. A copy has also been attached.

Since these are conditions imposed with respect to the approval of the Tall Oaks subdivision plan on February 29, 2016, acknowledgement of these conditions (letter of acceptance) must be received in writing on or before March 28, 2016. If this acknowledgement is not received within this timeline, the plan could be deemed rejected on the basis of the conditions set forth.

If you have and questions or concerns about any of the information contained in this letter, please contact our office at 901-5220

Respectfully submitted,

Keith A. Scott

Keith A. Scott
Codes Administration Office

YORK COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS
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DOUG HOKE, VICE PRESIDENT
CHRISTOPHER B. REILLY, COMMISSIONER

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CHIEF CLERK/OFFICE MANAGER
SHERRY L. BAER

YORK COUNTY ADMINISTRATIVE CENTER
28 East Market Street
York, Pennsylvania 17401-1588
(717) 771-9964 FAX (717) 771-9804
www.yorkcountypa.gov

August 25, 2016

Scott L. Armbrust, P.E.
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Re: Request for Approval of PUC Certificated Territory Expansion
Pennsylvania American Water Company
Tall Oaks Development
Fairview Township, York County, PA

Dear Mr. Armbrust:

The staff of the York County Planning Commission, on behalf of the York County Commissioners, has reviewed the proposed Pennsylvania American Water Company territory expansion to serve the Tall Oaks Development located in Fairview Township, York County, PA. The proposed territory expansion is within an Established Primary Growth Area which provides for the expansion and provision of public water and sewer. A review of this area identified no other concerns from the County's perspective regarding expansion of the certificated territory as depicted on the map provided. Therefore, we are in support of proposed territory expansion by Pennsylvania American Water Company to the Tall Oaks Development.

If you should need more information, please contact our office.

Sincerely,

Roy O. Livergood, Jr.
Senior Planner
York County Planning Commission

Exhibit G

Letters to Township and County Planning Commissions

(SEE ATTACHED)

PENNSYLVANIA
AMERICAN WATER

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

August 9, 2016

Via Certified Mail

Fairview Township
Planning Commission
599 Lewisberry Road
New Cumberland, Pennsylvania 17070

Re: Pennsylvania American Water application to provide wastewater serve in an additional portion of Fairview Township, York County, Pennsylvania

Pennsylvania American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application complies with the Township's land use planning.

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

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

If you have any questions, please call me at (717) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernard J Grundusky

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Fairview Township Signature _____

Printed Name/Title _____ Date _____

Please send/e-mail this form to: Bobbi Gautsch at Roberta.gautsch@amwater.com or fax to 717-531-3399.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Fairview Township Planning Commission
Street & Apt. No., or PO Box No.: 599 Lewisberry Rd
City, State, ZIP+4: New Cumberland, Pa 17070

PS Form 3800, July 2014 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fairview Township
Planning Commission
599 Lewisberry Rd
New Cumberland, Pa 17070

9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 — Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fairview Township
Planning Commission
599 Lewisberry Rd
New Cumberland, Pa 17070

9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Jan L. Jones ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ il
- ☐ il Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricte Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over $500)

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

YCPC YORK COUNTY PLANNING COMMISSION
YORK, PENNSYLVANIA

28 East Market Street • York, PA 17401-1580
Phone 717.771.9870 • Fax 717.771.9511

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Sean P. Kenny
Secretary

Brian Brenneman
Treasurer

Eric Bortner

Matthew Chronister

Kevin F. Clark

Thomas W. Earp

Robert Kruger

Felicia S. Dell
Director

Jeffrey L. Rehmeyer II
Solicitor

COUNTY LAND USE LETTER

Date: August 16, 2016

To: Pennsylvania American Water
800 West Hersheypark Drive
Hershey, PA 17033

From: York County Planning Commission

Re: Pennsylvaina-American Water
Wastewater Service Extension (Tall Oaks Development)
Fairview Township YCPC #161-16

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: November, 2014

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

If applicable:

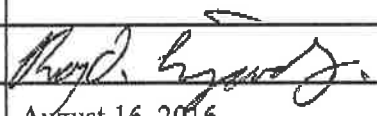
The above-reference project:

☒ 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): Consistency determination applies to area identified on attached map.

Submitted by:

Name	Roy O. Livergood, Jr.
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	
Date	August 16, 2016
cc:	

EQUAL OPPORTUNITY EMPLOYER

PENNSYLVANIA
AMERICAN WATER

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

August 9, 2016

Via Certified Mail
York County Planning Commission
York County Courthouse
45 North George Street
York, PA 17401

Re: Pennsylvania -American Water Company application to provide wastewater service in an additional portion of Fairview Township, York County, Pennsylvania.

Pennsylvania-American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

Pennsylvania American Water currently provides wastewater service to residents and businesses in the Township of Fairview.

As part of the application process, the PUC requested Pennsylvania American Water seek the County's input for the purpose of determining if Pennsylvania American Water's application complies with the County's land use planning.

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

1. Are there adopted municipal comprehensive plans for the 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) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernard J Grundusky

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

York County Signature _____

Printed Name/Title _____ Date _____

Please fax/e-mail this form to: Bobbi Gautsch at Roberta.gautsch@amwater.com or fax to 717-531-3399.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: York County Planning Commission
Street & Apt. No., or PO Box No.: York County Courthouse 45 N. George Street
City, State, ZIP+4: York, Pa 17401

PS Form 3800, July 2014 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

York County Planning Commission
York County Courthouse
45 N. George St
York, Pa 17401

9590 9403 0678 5196 3851 55

2. Article Number (Transfer from service label)

7015 0920 0002 1776 9604

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery Restricted Delivery
- ☐ ail
- ☐ ail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 — Domestic Return Receipt

Exhibit H

DEP Letter

(SEE ATTACHED)

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

October 29, 2015

Fairview Township Board of Supervisors
599 Lewisberry Road
New Cumberland, PA 17070-2399

Re: Approval Letter – Exemption
Act 537 Planning
Tall Oaks Subdivision
DEP CODE NO. A3-67919-452-3E
APS ID No. 883267
AUTH ID No. 1094618
Fairview Township, York County

Ladies and Gentlemen:

The Department of Environmental Protection (DEP) has received the above referenced subdivision plan. This confirms DEP's determination that the above referenced project is exempt from the requirement to revise the Official Plan for new land development. This determination is based in part on municipal and other sign-offs. The project consists of a 17 lot single-family residential subdivision on 25.511 acres with total proposed sewage flows of 3,728 gpd tributary to the Fairview Township North Wastewater Treatment Plant. The proposed development is located on the north and south sides of Tall Oak Drive to the end of the court in Fairview Township, York County.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

If you have any questions or concerns, please call Carrie Wilt at 717.771.4481, and refer to DEP Code No. A3-67919-452-3E, Application No. 883267 and Authorization No. 1094618.

Sincerely,

Timothy K. Wagner
Environmental Group Manager

cc: Capitol View Development Company, Inc.
R.J. Fisher & Associates, Inc.
York County Planning Commission

Exhibit I

PAWC's Balance Sheet as of Dec. 31, 2015

(SEE ATTACHED)

PA American Water

Balance Sheet for the 12 Months Ended December 31, 2015

PUC Annual Report

(Dollars in thousands)	Water	Wastewater	Total
Assets			
Cash and cash equivalents	$ 1,883	$ -	$ 1,883
Other current assets	$ 124,706	$ 71	$ 124,777
Regulatory assets	$ 139,487	$ 372	$ 139,860
Total property and equipment	$ 3,444,402	$ 196,171	$ 3,640,573
Total Assets	$ 3,710,479	$ 196,614	$ 3,907,093
Capitalization and liabilities			
Short-term debt	$ 74,383	$ -	$ 74,383
Current portion of Long-term Debt	$ 18,669	$ -	$ 18,669
Other current liabilities	$ 130,739	$ 101	$ 130,839
Total Long-term Debt	$ 1,140,916	$ -	$ 1,140,916
Regulatory and other long-term liabilities	$ 981,421	$ 1,205	$ 982,626
Total equity	$ 1,401,638	$ -	$ 1,401,638
Contribution in aid of construction	$ 137,058	$ 20,964	$ 158,022
Total Capitalization and liabilities	$ 3,884,823	$ 22,270	$ 3,907,093

Exhibit J

PAWC's Income Statement for 12 months ended Dec. 31, 2015

(SEE ATTACHED)

PUC Annual Report

(Dollars in thousands)

	Water	Wastewater	Total
Operating revenues	$ 596,450	$ 17,248	$ 613,698
Operating expenses			
Operation and maintenance	$ 194,076	$ 5,349	$ 199,425
Depreciation and amortization	$ 90,556	$ 5,033	$ 95,589
General taxes and other	$ 10,350	$ 119	$ 10,469
	$ 294,981	$ 10,502	$ 305,483
Operating income	$ 301,469	$ 6,746	$ 308,215
Othe income/(expenses)			
Other income, net	$ 122	$ 103	$ 225
Interest expense	$ (65,775)		$ (65,775)
Total Other expenses	$ (65,653)	$ 103	$ (65,550)
Income before income tax	$ 235,816	$ 6,849	$ 242,665
Provision for taxes	$ 98,593	$ -	$ 98,593
Net income (Loss)	$ 137,222	$ 6,849	$ 144,072

Exhibit K

Estimated Annual Revenue and Expense in Application Territory

Wastewater

Estimated Annual Revenue

17 Residential Customers @ $64.00 per EDU per month	$13,056.00

Estimated Annual Expenses

17 Residential Customers @ $175.56	$2,984.60
Net	$10,071.40

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
HARRISBURG, PA 17120

Public Meeting held March 25, 2021

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
David W. Sweet, Vice Chairman
John F. Coleman, Jr.
Ralph V. Yanora

Joint Application of Pennsylvania-American Water Company – Wastewater Division (PAWC-WD) and Craig E. Dallmeyer d/b/a Regent Sewer Company (Regent Sewer) for approval of: (1) the right of PAWC-WD to offer, render, furnish, and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc;* and (2) the right of Regent Sewer to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*	A-2020-3021939 A-2020-3018087

ORDER

BY THE COMMISSION:

By the joint application (Joint Application) filed on September 10, 2020, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), Utility Code 230073, and Craig E. Dallmeyer d/b/a Regent Sewer Company (Regent Sewer), Utility Code 230069, seek certificates of public convenience pursuant to Sections 1102(a)(1)(i) and (2) of the Public Utility Code, 66 Pa.C.S. §§ 1102(a)(1)(i) and (2), evidencing Commission approval of: (1) the right of PAWC-WD to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*; and (2) the right of Regent Sewer to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*.

I. AFFECTED ENTITIES AND BACKGROUND

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania with headquarters located at 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055. As of July 31, 2020, PAWC-WD provided wastewater service to approximately 75,087 customers within its certificated service territories throughout various counties of the Commonwealth. Additionally, PAWC-WD is a subsidiary of American Water Works Company, Inc., and a division of Pennsylvania-American Water Company (PAWC), Utility Code 212285. PAWC provides water service to approximately 670,610 customers throughout Pennsylvania.

Regent Sewer is a regulated public utility, duly organized and existing under the laws of the Commonwealth of Pennsylvania with its headquarters located at 4775 North Sherman Street, Ext., Mount Wolf, Pennsylvania 17347. Regent Sewer furnished wastewater service to one customer, York Regent Acres, LP, for a manufactured home community that has approximately 131 residential tenants, in portions of Fairview and Newberry Townships, York County, Pennsylvania. PAWC provides water service to Regent Sewer's customer. No change to water service is contemplated with this Joint Application.

On January 24, 2020, Regent Sewer filed a letter (January 2020 Abandonment Letter) with the Commission indicating as of the date of the letter, York Regent Acres, LP connected its wastewater collection system to the PAWC-WD Fairview Township South wastewater treatment plant (WWTP), that the WWTP previously owned and operated by Regent Sewer was in the process of being decommissioned, and that Regent Sewer was no longer in need of its PUC authority as it was no longer providing service to the public. On February 7, 2020, the Commission assigned the January 2020 Abandonment Letter to Docket No. A-2020-3018087 and subsequently issued a Secretarial Letter on February 21, 2020, directing Regent Sewer to file an application for approval, *nunc pro tunc*, of the right to abandon wastewater service to the public in

Newberry and Fairview Townships, York County. On April 30, 2020, Regent Sewer filed a *nunc pro tunc* abandonment application at the same docket. Through Commission staff discussions with both Regent Sewer and PAWC-WD, it was determined that PAWC-WD also needed Commission approval to serve a portion of Fairview and Newberry Townships, as a portion of York Regent Acres, LP was located in PAWC-WD's certificated territory in Fairview Township, but the remaining portions of York Regent Acres, LP were not located in PAWC-WD's certificated territory in Fairview or Newberry Townships. PAWC-WD filed the Joint Application to remedy this issue.

In supplemental information filed with the Commission at Docket No. A-2020-3018087, Regent Sewer indicated that Regent Sewer Company is a fictitious name held by the late Craig Dallmeyer. Craig Dallmeyer is a person certificated by the Commission to offer, render, furnish, or supply sanitary sewage collection and disposal service in the Regent Acres Mobile Home Park.[1] Regent Sewer averred that in March 2013, Craig Dallmeyer passed away. Subsequently, under his estate, Regent Sewer's assets were transferred to the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007. On or about January 1, 2018, Regent Sewer's assets were transferred to a related entity, York Regent Acres, LP. York Regent Acres, LP is owned by: Craig Dallmeyer's widow, Tammie Dallmeyer; the Craig E. Dallmeyer Residuary Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007; the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007; and York CK LLC, which is wholly owned by Tammie Dallmeyer and Craig Dallmeyer's son, Carl Dallmeyer.

PAWC-WD and Regent Sewer submitted proofs of publication and service to the appropriate entities. Notice of the Joint Application was published in the *Pennsylvania*

[1] *See Application of Craig E. Dallmeyer, t/a Regent Acres Mobile Home Park, for approval to begin to offer, render, furnish or supply sanitary sewage collection and disposal service to the public in Regent Acres Mobile Home Park in southern Fairview Township and northern Newberry Township, York County,* at Docket No. A-00105935.

Bulletin, 50 Pa.B. 5338, on Saturday, September 26, 2020. The protest period ended October 13, 2020. No protests were filed, and no hearings were held.

II. LOCATION AND DESCRIPTION OF TERRITORY

A map of Regent Sewer's wastewater service territory was provided in the Joint Application as Exhibit B. Regent Sewer's wastewater service territory is in the northcentral portion of York County, straddling the border between Fairview and Newberry Townships, and abuts Interstate 83 on its west side. Regent Sewer indicated its service territory encompasses an area of approximately 42.8 acres across portions of three parcels of land. In supplemental information filed with the Commission at Docket No. A-2020-3018087, Regent Sewer indicated that it is requesting Commission approval to abandon service to the entire service area previously approved by the Commission.[2]

The Joint Application included maps of PAWC-WD's requested wastewater service territory and written descriptions of the requested territory by bearing angles and distances as Exhibits D-1 and D-2, respectively. PAWC-WD's requested territory encompasses an area of approximately 32.6 acres. In supplemental information filed with the Commission, PAWC-WD indicated that it holds a certificate of public convenience that authorizes it to serve the remaining 10.2 acres of Regent Sewer's service territory.[3]

In supplemental information filed with the Commission, PAWC indicated that the southernmost parcel of land included in its requested territory is currently receiving wastewater service from the Newberry Township Municipal Authority.[4] As a result, to prevent a competitive condition, the Commission will condition the issuance of the Certificate of Public Convenience for PAWC-WD to serve the public in a portion of Fairview and Newberry Townships upon PAWC-WD submitting revised versions of

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[2] Id.

[3] *See Application of the Pennsylvania-American Water Company – Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania,* at Docket No. A-2015-2546532.

[4] This parcel has a Parcel ID Number of 39-000-25-0030.00-00000 according to the York County Tax Map.

Exhibits D-1 and D-2 to exclude the parcel of land served by the Newberry Township Municipal Authority.[5]

III. ABANDONMENT OF SERVICE

In the Joint Application and in supplemental information filed with the Commission, PAWC-WD and Regent Sewer provided detailed explanations of Regent Sewer's activities to abandon wastewater service. PAWC-WD and Regent Sewer indicated that Regent Sewer coordinated with Fairview and Newberry Townships, the Pennsylvania Department of Environmental Protection (DEP), and each other to transfer Regent Sewer's customer, York Regent Acres, LP, to PAWC-WD. In supplemental information filed with the Commission, Regent Sewer provided a copy of a letter from DEP dated November 6, 2018 that indicated DEP approved revisions to the Act 537 Official Sewage Facilities Plans for Fairview and Newberry Townships to connect Regent Sewer's customer to PAWC-WD's wastewater system, and that DEP acknowledged York Regent Acres, LP would privately own and maintain the proposed pump station and force main used to convey wastewater to PAWC-WD's system. Regent Sewer also provided a copy of a National Pollutant Discharge Elimination System (NPDES) Notice of Termination letter dated February 17, 2020. This letter verifies that Regent Sewer's wastewater treatment plant (WWTP) was replaced with a new pumping station and requested termination of Regent Sewer NPDES Permit No. PA0033774 due to the removal of Regent Sewer's WWTP.

IV. FACILITIES FOR FURNISHING SERVICE

PAWC-WD averred that before Regent Sewer ceased operations, York Regent Acres, LP hired contractors to build a new pump station and force main to connect to PAWC-WD. In supplemental information filed with the Commission, PAWC-WD provided a breakdown of other relevant wastewater facilities paid for by York Regent

[5] *See* Ordering Paragraph No. 2.

Acres, LP, including a wet well, a generator, and a shed for the pump station. PAWC-WD averred that it will be responsible for maintaining the meter at the pump station and its calibration once a year while York Regent Acres, LP will be responsible for maintaining the pump station, generator, and the force main between the pump station and PAWC-WD's manhole.

Wastewater service in the requested territory is provided by PAWC-WD's existing Fairview South WWTP. In supplemental information filed with the Commission, PAWC-WD identified the Fairview South WWTP has a permitted maximum daily flow of 0.94 million gallons per day (MGD) and an actual maximum daily flow for 2020 of 1.07 MGD. PAWC-WD also identified the Fairview South WWTP has a permitted average monthly flow of 28.2 million gallons and the actual average monthly flow for 2020 was 0.648 MGD. PAWC-WD averred the Fairview South WWTP has been operating well within permitted allocation with no foreseeable issues.

V. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD indicated no additional capital is required to serve York Regent Acres, LP in the requested territory. Before Regent Sewer ceased operations, Regent Sewer built a new pump station, master meter, and a force main to connect to PAWC-WD. In supplemental information filed with the Commission, Regent Sewer indicated the construction costs of all facilities were paid for by York Regent Acres, LP and the cost of construction was approximately $452,339.

VI. EXISTING RATES

PAWC-WD indicated Rate Zone 1 rates are being charged for wastewater service in the requested territory as set forth in its effective wastewater tariff. PAWC-WD provided an estimate of the annual revenues and expenses from providing service for the requested territory. PAWC-WD estimated annual revenue of approximately $103,755, annual expenses of approximately $22,743 and a net annual operating income of

approximately $81,012. In supplemental information filed with the Commission, PAWC-WD provided a copy of a *pro forma* tariff supplement containing revisions to PAWC-WD's list of territories served to include a portion of Newberry Township.[6] Through this Order, the Commission will permit PAWC-WD to file a tariff supplement, consistent with the *pro forma* tariff supplement, to become effective on at least one day's notice.[7]

VII. REQUIRED EASEMENTS, RIGHTS-OF-WAY AND PERMITS

PAWC-WD averred no easements or permits are necessary to serve the customer in the requested territory. Regent Sewer indicated no permits were transferred from Regent Sewer to PAWC-WD.

VIII. LAND-USE PLANNING COMPLIANCE

PAWC-WD sent letters dated July 29, 2020 to Newberry and Fairview Townships and provided responses to both letters in the Joint Application's Exhibit K. Both responses indicated the project is consistent with applicable comprehensive plans and zoning ordinances. PAWC-WD also provided a copy of a letter dated August 10, 2020 from the York County Planning Commission in the Joint Application's Exhibit L indicating the project is consistent with the adopted county or multi-county comprehensive plan.

IX. ADDITIONAL CONSIDERATIONS

PAWC-WD averred that it has the technical and financial capabilities to continue to provide wastewater service and averred there is a need to continue to make safe and reliable wastewater service available to York Regent Acres, LP. PAWC-WD indicated the customers of Regent Sewer's wastewater system will also continue to benefit from

[6] PAWC-WD's effective wastewater tariff currently includes "Portions of Fairview Township" under PAWC-WD's list of territories served.
[7] *See* Ordering Paragraph No. 5.

enhanced customer service such as additional bill payment, extended customer service and call center hours, and customer information and education programs. PAWC-WD maintains that no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service like that to be rendered by PAWC-WD in the territory covered by this Joint Application, and that no competitive condition will be created.[8]

PAWC-WD is current with its annual, quarterly earnings and Security Planning and Readiness report filing requirements and neither PAWC-WD nor Regent Sewer have any outstanding fines or assessments due to the Commission. In email correspondence from the DEP's Southcentral Regional Office dated May 8, 2020, DEP advised Commission staff that it does not have any pending actions or outstanding complaints against PAWC-WD or Regent Sewer.

X. CONCLUSION

Based upon the facts that there is a need to continue to make public wastewater service available within the requested territory; that the economies of scale of an expanded customer base have a beneficial effect on existing customers; and that PAWC-WD is fit to provide service, the Commission finds that granting approval of PAWC-WD's and Regent Sewer's Joint Application, is necessary or proper for the service, accommodation, convenience, or safety of the public and is in the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Joint Application of Pennsylvania-American Water Company – Wastewater Division and Craig E. Dallmeyer d/b/a Regent Sewer Company at Docket

[8] As noted in Section II of this Order, the Commission is conditioning the certificate of public convenience granted to PAWC-WD through this Order upon PAWC-WD submitting revised versions of Exhibits D-1 and D-2 to exclude the parcel of land served by the Newberry Township Municipal Authority. See Ordering Paragraph No. 2.

Nos. A-2020-3021939 and A-2020-3018087, is hereby conditionally approved, consistent with this Order.

2. That upon compliance with the following conditions, a Certificate of Public Convenience shall be issued pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), evidencing Commission approval of the right of Pennsylvania-American Water Company – Wastewater Division, to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*:

a. Pennsylvania-American Water Company – Wastewater Division shall file with the Secretary's Bureau a revised Exhibit D-1 depicting a requested wastewater service territory map which does not include any portion of Parcel ID Number 39-000-25-0030.00-00000, currently served by the Newberry Township Municipal Authority; and

b. Pennsylvania-American Water Company – Wastewater Division shall file with the Secretary's Bureau a revised Exhibit D-2 that contains a written description with bearing angles and distances for the boundaries of the requested wastewater service territory, consistent with the map to ,be provided in Ordering Paragraph No. 2(a), and shall quantify the area of the revised wastewater service territory in acres.

3. That, upon the issuance of a Certificate of Public Convenience pursuant to Ordering Paragraph No. 2, a Certificate of Public Convenience be issued pursuant to Section 1102(a)(2) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(2), evidencing Commission approval of the right of Craig E. Dallmeyer d/b/a Regent Sewer Company to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*.

4. That upon the issuance of the Certificate of Public Convenience pursuant to Ordering Paragraph No. 3, Craig E. Dallmeyer d/b/a Regent Sewer Company shall: return all copies of previously issued Certificates of Public Convenience to the Commission's Secretary's Bureau; be removed from all active utility lists maintained by the Commission's Secretary's Bureau and the Bureau of Administrative Services; and Craig E. Dallmeyer d/b/a Regent Sewer Company's tariff shall become null and void and will be removed from the Commission's active files.

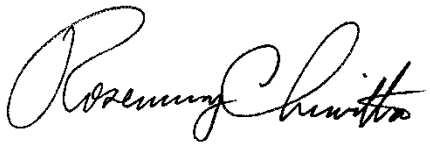
5. That Pennsylvania-American Water Company-Wastewater Division shall file a tariff supplement, that includes a portion of Newberry Township, York County in its list of service territories within 10 days following the issuance of a Certificate of Public Convenience pursuant to Ordering Paragraph No. 2, to become effective on at least one day's notice.

6. That nothing herein shall be construed as an approval or determination of costs or expenses for the purposes of just or reasonable rates or to exempt Pennsylvania-American Water Company – Wastewater Division and Craig E. Dallmeyer d/b/a Regent Sewer Company from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

7. That a copy of this Order be served upon Pennsylvania-American Water Company – Wastewater Division, Craig E. Dallmeyer d/b/a Regent Sewer Company, the Commission's Bureau of Investigation and Enforcement and Bureau of Administrative Services, the Office of Consumer Advocate, the Office of Small Business Advocate, the Fairview Township Board of Supervisors, the Newberry Township Board of Supervisors, the York County Commissioners, the Pennsylvania Department of Revenue, and the Department of Environmental Protection – Southcentral Regional Office and its Central Office Bureau of Regulatory Counsel.

8. That upon the issuance of the Certificates of Public Convenience as outlined in Ordering Paragraph Nos. 2 and 3, the proceeding at Docket Nos. A-2020-3021939 and A-2020-3018087 shall be closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: March 25, 2021

ORDER ENTERED: March 25, 2021

Susan Simms Marsh
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
P: 717.550-1570
Susan.marsh@amwater.com

March 31, 2021

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In Re: Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: (1) the Commencement by Pennsylvania American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, and York County, Pennsylvania, *Nunc Pro Tunc* and (2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc* - Docket Nos. A-2020-3021939 and A-2020-3018087

Dear Secretary Chiavetta:

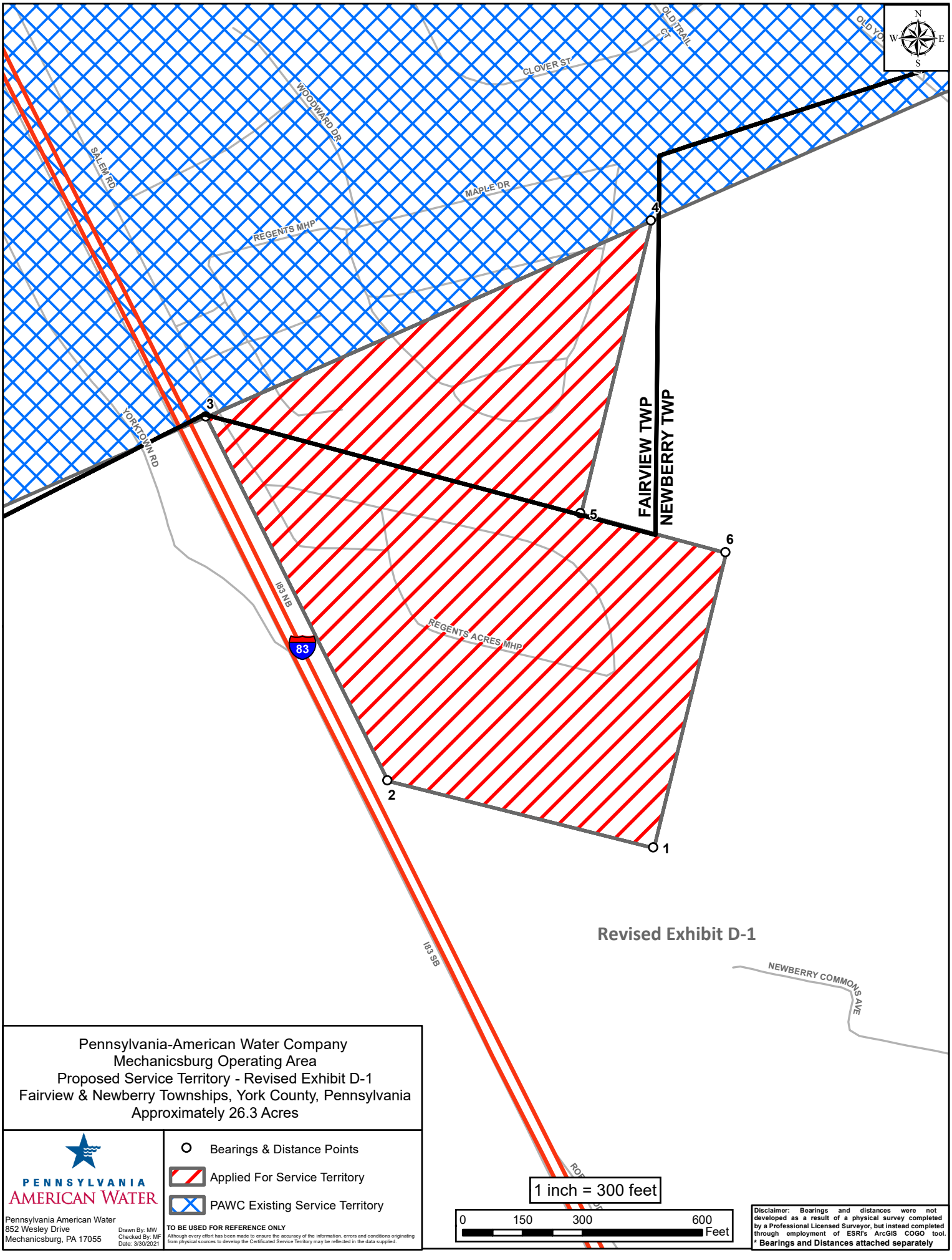
Pursuant to Ordering Paragraph No. 2 of the Pennsylvania Public Utility Commission's March 25, 2021 Order in the above-captioned matter, please find attached the following: 1) Pennsylvania-American Water Company revised Exhibit D-1 depicting a requested wastewater service territory map which does not include any portion of Parcel ID Number 39-000-25-0030.00-00000, currently served by the Newberry Township Municipal Authority; 2) Pennsylvania-American Water Company revised Exhibit D-2 that contains a written description with bearing angles and distances for the boundaries of the requested wastewater service territory, consistent with the map at revised Exhibit D-1 and that quantifies the area of the revised wastewater service territory in acres.

Sincerely,

Susan Simms Marsh

Susan Simms Marsh

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



Pennsylvania-American Water Company
Mechanicsburg Operating Area
Proposed Service Territory - Revised Exhibit D-1
Fairview & Newberry Townships, York County, Pennsylvania
Approximately 26.3 Acres

PENNSYLVANIA AMERICAN WATER

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Drawn By: MW
Checked By: MF
Date: 3/30/2021

- Bearings & Distance Points
- Applied For Service Territory
- PAWC Existing Service Territory

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

1 inch = 300 feet

0 150 300 600 Feet

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.
*** Bearings and Distances attached separately**

Revised Exhibit D-2

Starting Point: The southern most point of parcel pin 39-000-QG-0149.D0-M1133.				
Sequence	**From**	**To**	**Bearing**	**Distance (ft)**
1	1	2	N75°48'49"W	686.37
2	2	3	N26°32'54"W	1,020.01
3	3	4	N66°15'05"E	1,218.72
4	4	5	S13°32'19"W	754.61
5	5	6	S74°59'02"E	376.71
6	6	1	S13°46'07"W	762.13

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020-3021939 and A-2020-3018087

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced filing upon the persons 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 March 31, 2021:

Christine M. Hoover, Senior Assistant Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

John R. Evans, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Alison Kaster, Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120
(via electronic mail)

Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Attorney ID No. 80099
Barley Snyder
100 East Market Street
York, PA 17401
717-718-7586
E-Mail: smacneal@barley.com

PENNSYLVANIA AMERICAN WATER

Susan Simms Marsh
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
P: 717.550-1570
Susan.marsh@amwater.com

September 10, 2020

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In Re: Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, and York County, Pennsylvania, *Nunc Pro Tunc* - Docket No. A-2020-
and

2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc* - Docket Nos. A-2020-3018087

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application. Please note the payment of $350 for the Commission's filing fee was previously paid by Regent Sewer Company. A Certificate of Service is also attached.

Sincerely,

Susan Simms Marsh

Susan Simms Marsh

cc: All Parties on the Attached Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020- and A-2020-3018087

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Application upon the persons 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 September 10, 2020:

Christine M. Hoover, Senior Assistant Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

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

Alison Kaster, Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120

Pennsylvania Department of Environmental Protection – Northwest Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110
(via first-class mail)

Pennsylvania Department of Environmental Protection
Rachel Carson Building
400 Market Street
Harrisburg, PA 17101
(via first-class mail)

Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Attorney ID No. 80099
Katherman & Perry
345 East Market Street
York, PA 17482
717-854-5124
E-Mail: stacey@khlaw.us

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020- and A-2020-3018087

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("Pennsylvania-American" or "Company") and Regent Sewer Company ("Regent"), by their attorneys, hereby respectfully request, pursuant to Section 1102(a)(1)(2) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(2), that the Pennsylvania Public Utility Commission ("Commission") approve (1) the commencement by Pennsylvania-American of wastewater treatment service to the public in a portion of Newberry Township, York County, Pennsylvania, *nunc pro tunc*; and (2) the abandonment by Regent of all wastewater treatment service to the public in Fairview Township and Newberry Township, York County, Pennsylvania, *nunc pro tunc*. In support of this request, Pennsylvania-American and Regent, hereinafter collectively known as "Joint Applicants" state as follows:

2. The names and addresses of Joint Applicants are:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Regent Sewer Company
4775 North Sherman Street, Ext.
Mount Wolf, PA 17347

3. The names and addresses of the Joint Applicant's attorneys are:

Susan Simms Marsh, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Katherman & Perry
345 East Market Street
York, PA 17482
717-854-5124
E-Mail: stacey@khlaw.us

II. DESCRIPTION OF JOINT APPLICANTS

4. Pennsylvania-American is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Pennsylvania-American furnishes water service to approximately 2.2 million people in a certificated service territory encompassing portions of 36 counties and 408 municipalities across the Commonwealth, as reflected in documents already on file with the Commission. As of July 31, 2020, Pennsylvania-American provided wastewater service to approximately 75,087 customers in the following classifications:

Residential:	69,533
Commercial:	5,299
Industrial:	44
Municipal, Resale and Other:	200
Total:	75,087

In addition, Pennsylvania-American provided water service to approximately 670,610 customers in the following classifications:

Residential:	617,571

Commercial:	45,809
Industrial:	529
Municipal, Resale and Other:	2,395
Fire Protection:	4,304
Total:	668,656

4. The Commission has deemed Pennsylvania-American to be financially and technically fit, as reflected in documents on file with the Commission. Attached hereto as **Exhibit A** is pertinent information with respect to the corporate history, authority, and service territory of Pennsylvania-American.

5. Regent is a wastewater public utility that is certificated to provide wastewater treatment service in portions of Fairview and Newberry Townships, York County, Pennsylvania. Regent's certificated service territory consists of two adjoining tracts: a northern one containing 19.9 acres situated in both Fairview and Newberry Townships and a southern one containing 22.9 acres situated entirely in Newberry Township. Regent previously provided wastewater treatment services to a related entity, York Regent Acres, LP., a manufactured home community located in York County, Pennsylvania. *See*, **Exhibit B** for a map depicting Regent's current service territory.

III. ABANDONMENT OF SERVICE

6. Regent's owner, Craig E. Dallmeyer passed away on March 27, 2013. Under his estate, the assets of Regent Sewer Company were transferred to the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007. On or about January 1, 2018, the assets, including Regent's wastewater collection, conveyance, and wastewater treatment assets, were transferred for nominal consideration to York Regent Acres, LP. York Regent Acres, LP is owned by Craig E. Dallmeyer's widow, Tammie L. Dallmeyer,

the Craig E. Dallmeyer Residuary Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007, the Craig E. Dallmeyer Martial Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007, and York CK LLC. York CK LLC is wholly owned by Tammie Dallmeyer and Craig E. Dallmeyer's son, Carl E. Dallmeyer.

7. As previously stated herein Regent provided wastewater treatment services to York Regent Acres, LP. Regent coordinated with the Townships of Newberry and Fairview, Pennsylvania Department of Environmental Protection and Pennsylvania-American to transfer Regent's one customer, York Regent Acres, LP to Pennsylvania-American. Regent discontinued providing service to York Regent Acres, LP and a connection was made from the mobile home park to Pennsylvania-American wastewater treatment system on January 13, 2020.

8. As of February 1, 2020, there were no remaining wastewater treatment assets of Regent as the wastewater plant has been demolished.

9. No revenues have been derived from the operation of the service and no expenses paid since April 2016.

10. As of January 1, 2018, Regent was no longer billing any customers. Prior to that date, the only entity that Regent ever billed was York Regent Acres, LP or its predecessors in interest, which is the owner of the Regent Acres Mobile Home Park. Prior to discontinuing billing in January 1, 2018, York Regent Acres, LP was billed Four Thousand Twenty-Eight Dollars and Twenty-Five Cents ($4,028.25) per month as a flat fee and not related to actual flow. The Regent Acres Mobile Home Park contains 131 residential tenants. Regent never billed the 131 residential tenants directly.

11. On April 30, 2020, Regent filed an Application, *nunc pro tunc*, for Approval

and Abandonment of Service filed at Docket No. A-2020-3018087 and incorporated, herein. A copy of this Application can be seen at **Exhibit C**.

IV. THE PROPOSED ADDITIONAL SERVICE TERRITORY

12. Pennsylvania-American is certificated to provide wastewater treatment service to a portion of Fairview Township, York County, Pennsylvania but the Company does not have a Certificate of Public Convenience to provide wastewater service in Newberry Township, York County, Pennsylvania.

13. As indicated above, the proposed additional service territory is located in a portion of Newberry Township, York County, Pennsylvania. Attached hereto as **Exhibit D-1** is a map showing the boundaries of the area and attached hereto as **Exhibit D-2** is a description of the proposed area to be served ("Joint Application Territory").

14. Pennsylvania-American is certificated in a portion of Fairview Township due to the acquisition of Fairview Township's wastewater system. Pennsylvania-American acquired substantially all of the assets, properties and rights related to Fairview Township's wastewater system.[1] Furthermore, Pennsylvania-American is also certificated to provide wastewater services in Fairview Township at Docket No. A-2016-2567457.[2]

15. The Joint Application Territory abuts the service territory which was previously approved at Docket No. A-2015-2486532.

[1] *See, In re: Application of Pennsylvania-American Water Company for approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's assets, properties and rights related to the wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in the Township of Fairview, York County, Pennsylvania,* Docket No. A-2015-2486532 (Order entered December 17, 2015).

[2] *See, In re: Application of Pennsylvania-American Water Company for approval of right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania (Tall Oaks Subdivision)*, Docket No. A-2016-2567451 (Order entered December 8, 2016).

16. While Pennsylvania-American is not certificated in Newberry Township for wastewater, it is certificated to provide water service under various dockets.[3]

17. The Joint Application Territory will serve Regent's one wastewater customer, York Regent Acres, LP.

18. No additional capital will be required by Pennsylvania-American to serve York Regent Acres, LP in the Joint Application Territory. Before Regent ceased operations, Regent built a new pump station at the old wastewater plant location. From this new pump station, it is master metered and then sent through a force main to Pennsylvania-American's manhole. York Regent Acres, LP paid all project expenses and the project was completed by Regent's contractors. Pennsylvania-American will not charge customers any tapping fees to hook up to the new system due to Regent having a pre-existing system.

19. No agreement exists between Regent or York Regent Acres, LP and Pennsylvania-American indicating that Pennsylvania-American accepts service responsibility for Regent's customer. However, the physical connection to Pennsylvania-American's system was completed on January 13, 2020 and since that time, Pennsylvania-American has been billing York Regent Acres, LP for use of the Pennsylvania-American's conveyance and treatment system. Please see an example of the bill at **Exhibit E.**

20. The Joint Applicants are not in possession of the DEP-approved Sewage Facilities Planning Modules revising the official plans of Newberry and Fairview Townships, York County to eliminate the Regent Acres Mobile Home Park wastewater treatment plant and connect the Regent Acres Mobile Home Park to Pennsylvania-American Fairview Township

[3] *See,* Docket Nos. A-212285F0013 (Order entered July 26, 1993), Docket No. A-212285F0031 (Order entered August 23, 1996), Docket No. A-212285F0044 (Order entered January 6, 1998), Docket No. A-212285F0063 (Order entered June 11, 1999), Docket No. A-212285F0087 (Order entered July 16 ,2001) and Docket No. A-2011-2236764 (Order entered August 11, 2011).

system, but the DEP approval letter is attached hereto as **Exhibit F**.

21. The Joint Application Territory will be operated and managed in conjunction with Pennsylvania-American's Fairview South Wastewater Treatment Plant Facilities (Fairview South WWTP). It is anticipated with this increased flow into the Fairview South WWTP and load from Regent customers, no hydraulic or organic overload will occur to this treatment plant.

22. No easements or permits are necessary to serve the Joint Application Territory.

23. To the best of the Joint Applicant's knowledge, no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service similar to that rendered by Pennsylvania-American in the Joint Application Territory, and no competitive condition will be created.

V. FINANCIAL AND OTHER RELEVANT INFORMATION

24. There is attached hereto, as **Exhibit G**, a balance sheet of Pennsylvania-American as of December 31, 2019.

25. There is attached hereto, as **Exhibit H,** a statement of income and retained earnings of Pennsylvania-American for the 12 months ending December 31, 2019.

26. Current Rate Zone 1 rates are being charged for service in the Joint Application Territory with Pennsylvania-American existing facilities as set forth in the Company's approved Tariff. Current Rate Zone 1 rates are shown on **Exhibit I** and may be changed from time to time.

27. Pennsylvania-American furnishing wastewater service in the proposed additional service territory will have no adverse effect upon the service furnished or the rates charged to its existing customers.

28. The estimated annual revenues and expenses of Pennsylvania-American in the Joint Application Territory are set forth in **Exhibit J** attached hereto.

VI. PUBLIC INTEREST

29. It is in the public interest for Pennsylvania-American to continue providing wastewater service in the proposed Applied for Service Joint Territory with existing Pennsylvania-American facilities because it is financially and technically capable of continuing to provide said service and there is a need to continue to make safe and reliable wastewater service available to York Regent Acres, LP. It will be in the best interest of York Regent Acres, LP and the residents of its manufactured home community for service to be provided by Pennsylvania-American Water at its larger wastewater treatment facility. It is believed that Applicant's former wastewater treatment facility would require substantial upgrades in order to obtain a permit renewal from the Pennsylvania Department of Environmental Protection. Given its size, access to capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that wastewater service meeting federal and state requirements will continue to be provided to these customers and maintained for Pennsylvania-American's existing customers. Additionally, the customers will continue to benefit from enhanced customer service in several areas, such as, but not limited to, additional bill payment options, extended customer service and call center hours, customer information and education programs.

30. Pennsylvania-American believes that this transaction will mitigate the level of investment per customer by adding more customers to share in future infrastructure costs as well as expand its customer base over which existing costs are recovered and thereby stabilize per-customer cost.

31. Pennsylvania-American has support from the Townships of Newberry and Fairview and York County. Letters can be found at **Exhibit K** from Newberry Township and

Fairview Township and at **Exhibit L** from York County to verify that this plan complies with county/township comprehensive plans.

32. Upon approval of the Joint Application, receipt of a Certificate of Public Convenience, Pennsylvania-American will provide wastewater service to any resident of York Regent Acres, LP who is interested in the Joint Application Territory under the Rules and Regulations of its Commission-approved tariff.

VII. RELIEF REQUESTED

33. Together with the Order approving this Joint Application, Pennsylvania-American and Regent request that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1)(2) of the Public Utility Code, 66 Pa.C.S. §1102(a)(a)(2), authorizing Pennsylvania-American to furnish wastewater treatment service in a portion of Newberry Township, York County depicted in **Exhibit D-1** and described in **Exhibit D-2** hereto and Regent to abandon wastewater treatment service.

WHEREFORE, the Joint Applicants pray your Honorable Commission to issue the necessary Certificates of Public Convenience, *nunc pro tunc*, under the Public Utility Code, as amended, 66 Pa. C. S. §1102(a)(1)(2), authorizing:

(a) the right Pennsylvania-American Water Company to offer or furnish wastewater treatment service to the public in a portion of Newberry Township, York County, and;

(b) the abandonment by Regent Sewer Company of all wastewater treatment service to the public.

PENNSYLVANIA-AMERICAN WATER COMPANY
REGENT SEWER COMPANY

By:

_____

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Dated: September 10, 2020

VERIFICATION

I, Carl E. Dallmeyer, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. sec. 4904 (relating to unsworn falsification to authorities).

September 9, 2020
Date

Carl E. Dallmeyer, Authorized Representative

VERIFICATION

I, JOSEPH WOODWARD, hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

9-3-20
Date

Joseph Woodward, Senior Director

EXHIBIT A

PAWC COMPANY HISTORY

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water

Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System

(Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019) and Township of Exeter (Berks County, October 24, 2019). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 670,610 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville

and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown,

Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 75,087 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

Portions of, the Townships of Alsace, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

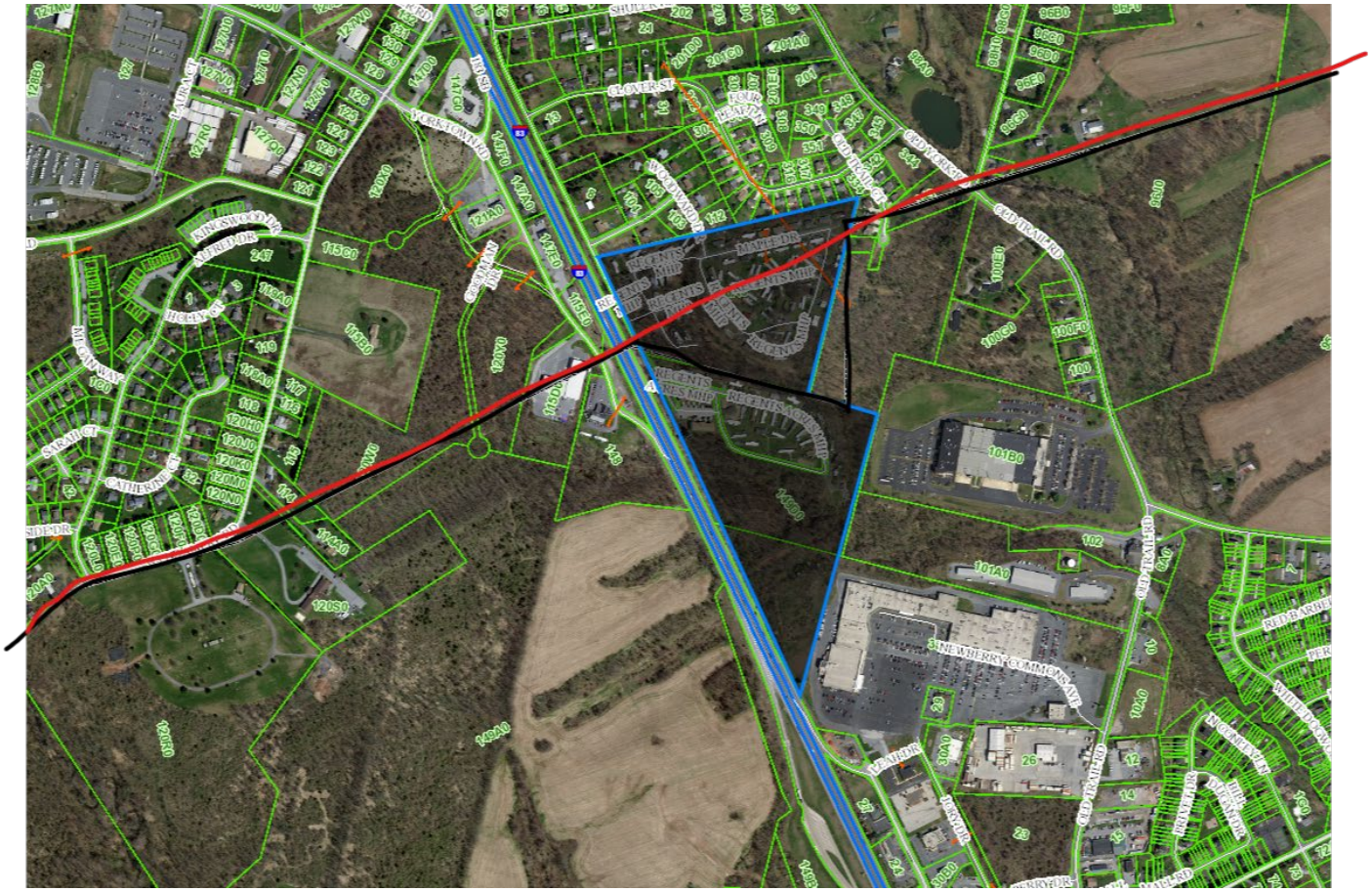
A portion of the Township of Fairview in York County.

[408 municipalities in 36 counties.]

07/31/2020

EXHIBIT B

MAP OF REGENT SEWER COMPANY SERVICE TERRITORY



Map Key:

Shaded Area with Blue Border = Regent Sewer Company's currently certificated wastewater territory.

Black Line = Municipal Border; Fairview Township to the north and Newberry Township to the south.

Red Line = PAWC-WD is certificated to provide wastewater service in Fairview Township north of this border.

EXHIBIT C

REGENT SEWER COMPANY *NUNC PRO TUNC APPLICATION*

APPLICATION FOR APPROVAL OF ABANDONMENT OF SERVICE
FILED NUNC PRO TUNC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In Re: Application of Regent Sewer Company for approval of the abandonment of wastewater treatment service

Docket No: A-2020-3018087

1. Public utility code: 230069

2. Name of Company: Regent Sewer Company

3. Company Address:

Address:	4775 N. Sherman St., Ext. Mt. Wolf, PA 17347
Phone Number:	717-266-6696
Email Address:	ced77@comcast.net

4. Point of Contact for this Application:

Name:	Carl E. Dallmeyer
Title:	Authorized Representative

5. Attorney:

Name:	Stacey R. MacNeal, Esq.
Address:	345 East Market Street York, PA 17403
Phone Number:	717-854-5124
Email Address:	stacey@khlaw.us

6. Provide a general description of the nature and character of the services rendered by the applicant:

Applicant provided wastewater treatment services to a related entity, York Regent Acres, LP, a manufactured home community located in York County.

7. Provide a statement of change in service proposed by the applicant for which Commission approval is sought:

Applicant discontinued wastewater treatment services for the mobile home park. Connection was made from the park to PUC-regulated PA American Water Fairview

Township collection and conveyance system and PA American Water Fairview Township South Wastewater Treatment Plant.

8. Provide a description for the boundaries of the area to be abandoned and quantify the abandonment area in acres:

The entire area served by Applicant is to be abandoned, which is approximately 37 acres.

9. Provide a summary of the revenue derived from the operation of the service sought to be discontinued, together with a statement of the expenses accruing from the maintenance of that service:

No revenue was received or expenses paid since April 2016.

10. State the reasons why approval of the application is necessary:

Pursuant to coordination with Newberry Township, Fairview Township, Pennsylvania Department of Environmental Protection, and PA American Water, the wastewater treatment for Applicant's sole customer was transferred to PUC-regulated PA American Water.

11. Provide a detailed explanation of why the company wishes to abandon its certificated service territory:

It will be in the best interest of York Regent Acres, LP and the residents of its manufactured home community for service to be provided by PA American Water at its larger wastewater treatment facility. It is believed that Applicant's existing wastewater treatment facility would require substantial upgrades in order to obtain a permit renewal from the Pennsylvania Department of Environmental Protection.

12. Provide the number of customers served and date last served:

Applicant served one customer, York Regent Acres, LP. Service was last provided on January 13, 2020.

13. What will happen to these customers? Who will serve them?

The customer will be served by PA American Water.

14. Provide a copy of the agreement between the applicant and the proposed utility that will be accepting service responsibility for the applicant's customers.

Please see correspondence from Pennsylvania American Water Company dated May 25, 2018, attached hereto as **Exhibit "A"** and incorporated herein by reference.

15. Provide a comparison of the utility service rates by class that a typical customer currently pays to the applicant and the rates a customer will pay the proposed utility.

Prior to discontinuing billing to its one customer, the customer was charged Four Thousand Twenty-Eight and 25/100 Dollars ($4,028.25) each month. The customer is now charged by Pa American Water in accordance with its approved tariff (see attached billing statement).

16. As required by 52 Pa Code §5.14(1), provide a copy of the publication notice from a newspaper(s) of general circulation serving the geographical territory affected by the application.

As the Applicant had only customer, that customer was personally notified of the abandonment of service.

17. As required by 52 Pa Code §514(2), provide a copy of the notice to the customers of the Applicant's plan to abandon service.

As the Applicant had only one customer, that customer was personally notified of the planned abandonment of service.

VERIFICATION

I, Carl E. Dallmeyer, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. sec. 4904 (relating to unsworn falsification to authorities).

Date 4/29/20

By: _____
Carl E. Dallmeyer, Authorized Representative

PENNSYLVANIA
AMERICAN WATER

Scott L Armbrust, P.E.
852 Wesley Drive.
Mechanicsburg, PA 17055
Scott.Armbrust.com
www.pawc.com

P 717--7903047
F 717-796-7398

May 25, 2018

Ms. Stacey R. MacNeal
KATHERMAN, HEIM & PERRY
345 East Market Street
York, PA 17403

RE: Sewage Service to Regent MHP
Fairview Township, York County, PA

Dear Ms. MacNeal,

In accordance with your request, please be advised that Pennsylvania American Water Company's Fairview South Wastewater System has sufficient collection, conveyance, and treatment system capacity to accept the one hundred thirty one (131) EDUs for the above referenced property (1 EDU=225 gpd). The addition of these EDUs cumulative with all other approved EDUs within our Fairview South System is not anticipated to create a hydraulic or organic overload to the system within the next 5 years.

Should you have any further questions or require any further information, please do not hesitate to contact me at 717-790-3047 or Scott.Armbrust@amwater.com.

Sincerely,

Scott L. Armbrust, P.E.
Engineering Project Manager

CC: David Boore

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Monthly Statement

Account No. **1024-220032513109**

Total Amount Due:	**$11,274.50**
Payment Due By:	**April 13, 2020**

Service Address:
YORK REGENT ACRES LP
SALEM RD
ETTERS, PA 17319

THANK YOU FOR BEING OUR CUSTOMER.

Billing Date:	March 20, 2020
Service Period:	Feb 12 to Mar 11 (29 Days)
Total Gallons:	770,400

Important Account Messages

- Want more convenience and less clutter? Try paperless billing. We send an email when your bill is available for viewing and include an option to pay. It's simple to sign up, just register or log into My Account at amwater.com/myaccount and make the selection for paperless billing.
- Tired of buying stamps and writing checks? Enroll in Auto Pay and your bill will be paid on time, every time directly from your bank account. To enroll, register or log on to My Account at amwater.com/myaccount.

For more information, visit www.pennsylvaniaamwater.com

Account Summary – *See page 3 for Account Detail*

Prior Billing:	$10,705.80
Payments - Thank You!	$10,705.80
Balance Forward:	**$0.00**
Service Related Charges:	$11,274.50
Total Amount Due:	$11,274.50

View your account information or pay your bill anytime at: www.amwater.com/MyAccount

Pay by Phone*: Pay anytime at 1-855-748-6066
**A convenience fee may apply*

Customer Service: 1-800-565-7292
M-F 7:00am to 7:00pm – Emergencies 24/7

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records. 009632/019265 ACY2A9 ETM1C00003 1 3 (ACY2A9002009632010250

Messages from Pennsylvania American Water

- Effective January 1, 2020, the Water Distribution System Improvement Charge increased from 1.93% to 3.53%. This charge funds the replacement of water distribution system facilities.
- Approximately 5.07 percent, or $571.62 of state taxes are included in your current bill.
- Any portion of the wastewater charges which is not paid as of 04/13/2020 will be subject to a 1.50% penalty.

WE INVEST MORE THAN $350 MILLION ANNUALLY TO KEEP OUR SYSTEMS STRONG

PENNSYLVANIA AMERICAN WATER
WE KEEP LIFE FLOWING™

CUSTOMER SERVICE: 1-800-565-7292
HOURS: M-F 7am-7pm • Emergencies 24/7
TTY/TDD FOR THE HEARING IMPAIRED: 711
(and then reference Customer Service number listed above)

SERVICES

Go Paperless: Save time. Save money. Sign up for **Paperless Billing** and **Auto Pay** on My Account at amwater.com/myaccount. Not registered? Log in and be sure to have your account number handy.

Water Quality: We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit pennsylvanlaamwater.com. Under Water Quality, select Water Quality Reports.

H2O Help To Others: This program helps low-income customers who qualify with their water bills. For more information, contact our program administrator, the Dollar Energy Fund, at 1-888-282-6816.

EXPLANATION OF FEES AND OTHER TERMS

Distribution System Improvement Charge (DSIC): A charge to replace aging facilities, such as mains, meters, fire hydrants, valves, etc. This charge, as approved by the Pennsylvania Public Utility Commission (PUC), will change every three months based on work completed. It will not exceed 7.5% of your bill.

Payment by Check: Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.

State Tax Surcharges: This PUC-approved charge allows the company to recover costs specific to state taxes.

Estimated Bill: This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.

Inquiries/Disputes: For inquiries about your bill, please register any question or complaint about the bill prior to the due date. Contact customer service Monday–Friday from 7 a.m. to 7 p.m. by calling 1-800-565-7292. To register your complaint by mail, send written correspondence to PO Box 578, Alton, IL 62002-0578.

Rates: A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at pennsylvaniaamwater.com. Under Customer Service & Billing, select Your Water and Wastewater Rates.

Protection programs for water, sewer and in-home plumbing are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 1-888-378-4458.

Correspondence: Please send written correspondence to PO Box 578, Alton, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Meter Reading and Usage Summary

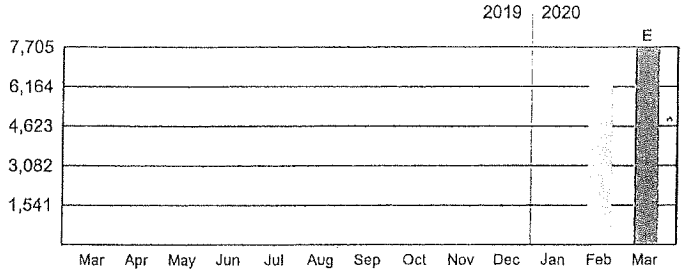
Meter No.	Measure	Size	From Date	To Date	Previous Read	Current Read	Meter Units	Billing Units	Total Gallons
00-07-F9-00-	100 gal	4"	02/12/2020	03/11/2020	7,173 (A)	14,877 (E)	7,704	7,704.00	770,400

A = Actual E = Estimate 1 Billing Unit = 100 gallons Total Gallons: 770,400

Billed Usage History (graph shown in 100 gallons)

770,400 gallons = usage for this period

0 gallons = usage for same period last year



E = Estimate

Next Scheduled Read Date: on or about April 09, 2020
Account Type: Commercial

Average daily use for this period is: (29 days) **26,566** gallons

Year to Date Billed Usage: 1,487,700 gallons

Account Detail

Account No. 1024-220032513109
Service To: SALEM RD ETTERS, PA 17319

Prior Billing	10,705.80
Payments	-10,705.80
Total payments as of Mar 18. Thank you!	-10,705.80
Balance Forward	**0.00**
Service Related Charges - 02/12/20 to 03/11/20	
Wastewater Service	11,274.50
Wastewater Service Charge (131 x $25.00)	3,275.00
Wastewater Use Charge (7,704 x $1.1601)	8,937.41
Fed Tax Adjustment - Wastewater Surcharge ($12,212.41 x -7.68%)	-937.91
Total Service Related Charges	**11,274.50**
Total Current Period Charges	**11,274.50**

Total Amount Due **$11,274.50**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection. If applicable, credits and debits for correction to previously billed charges are itemized in this section.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Protection programs for water, sewer and in-home plumbing** are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 888-378-4458.
- **Still have questions?** We are here to help. Our customer service representatives are available M–F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: https://amwater.com/paaw/rates

Certificate of Service

I hereby certify that I have on this date, April 30, 2020, served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirement of 1.54 (relating to service by a participant).

Stacey R. MacNeal, Esq.
Attorney for Applicant

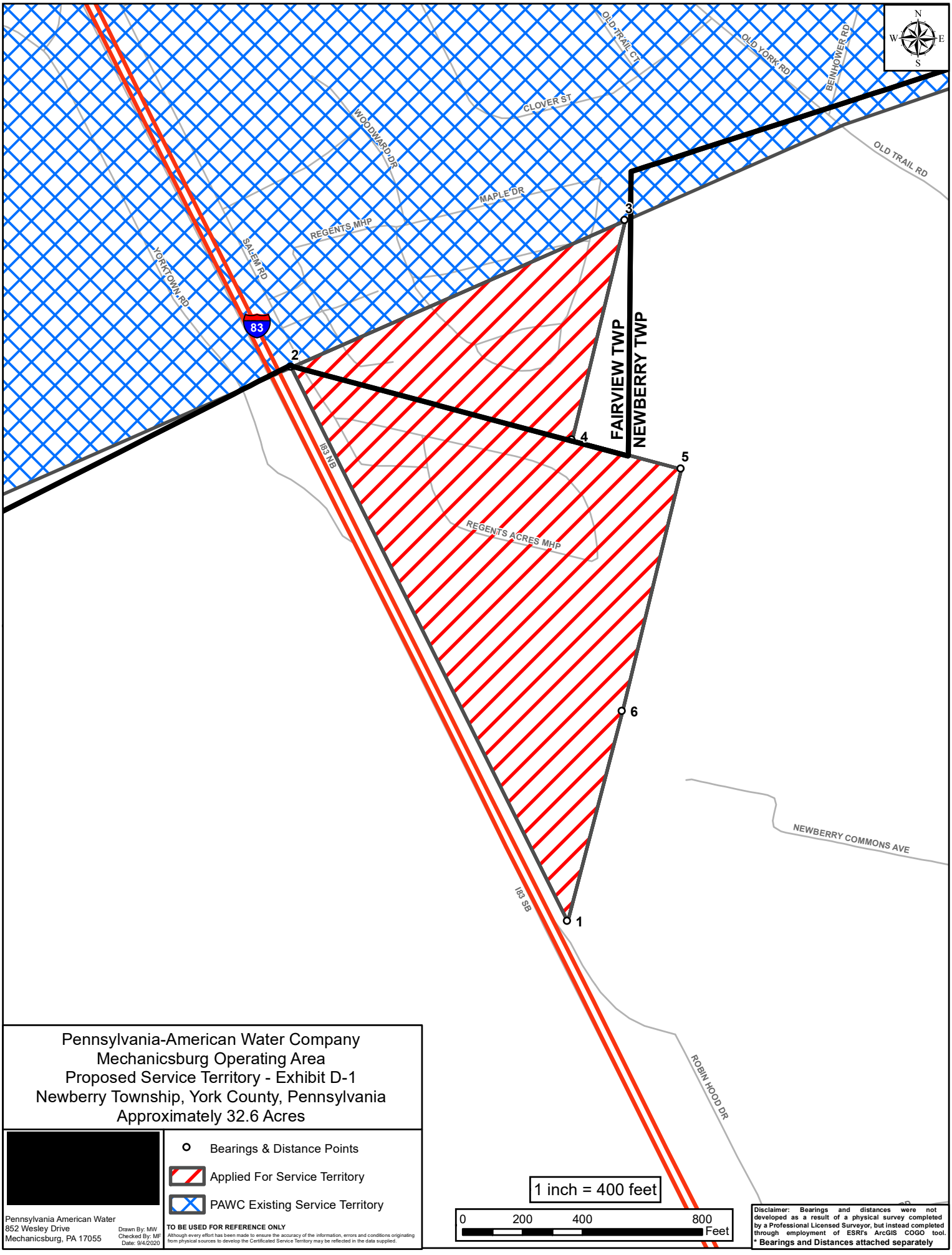
Office of Consumer Advocate
555 Walnut Street
5th Floor Forum Place
Harrisburg, PA 17101-1923

Bureau of Investigation and Enforcement
Pa PUC
PO Box 3265
Harrisburg, PA 17105

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

EXHIBIT D-1

MAP OF REQUESTED SERVICE TERRITORY FOR PENNSYLVANIA-AMERICAN WATER COMPANY



Pennsylvania-American Water Company
Mechanicsburg Operating Area
Proposed Service Territory - Exhibit D-1
Newberry Township, York County, Pennsylvania
Approximately 32.6 Acres

[redacted]

Bearings & Distance Points

Applied For Service Territory

PAWC Existing Service Territory

1 inch = 400 feet

0 200 400 800 Feet

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Drawn By: MW
Checked By: MF
Date: 9/4/2020

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.

*** Bearings and Distances attached separately**

EXHIBIT D-2

BEARINGS AND DISTANCES FOR PROPOSED SERVICE TERRITORY

Starting Point: The southern most point of parcel pin 39000QG0149E0.				
Sequence	**From**	**To**	**Bearing**	**Distance**
1	1	2	N26°28'31"W	2068.95066
2	2	3	N66°15'47"E	1218.452219
3	3	4	S13°33'01"W	754.447127
4	4	5	S74°58'20"E	376.631037
5	5	6	S13°39'45"W	832.976336
6	6	1	S14°37'53"W	725.462917

EXHIBIT E

SAMPLE OF PENNSYVLANIA-AMERICAN WATER COMPANY BILL TO YORK REGENT ACRES

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Monthly Statement

Account No. **1024-220032513109**

Total Amount Due:	**$11,274.50**
Payment Due By:	**April 13, 2020**

Service Address:
YORK REGENT ACRES LP
SALEM RD
ETTERS, PA 17319

THANK YOU FOR BEING OUR CUSTOMER.

Billing Date:	March 20, 2020
Service Period:	Feb 12 to Mar 11 (29 Days)
Total Gallons:	770,400

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PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

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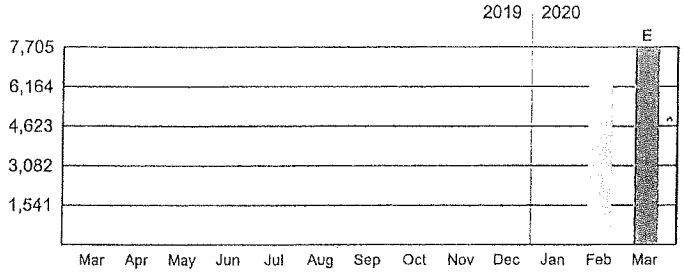

E = Estimate

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Account Type: Commercial

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- **Still have questions?** We are here to help. Our customer service representatives are available M–F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: https://amwater.com/paaw/rates

EXHIBIT F

DEP APPROVAL LETTER

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

November 6, 2018

Newberry Township Board of Supervisors
1915 Old Trail Road
Etters, PA 17319

Fairview Township Board of Supervisors
599 Lewisberry Road
New Cumberland PA 17070

Re: Approval Letter – Update Revision
Act 537 Planning
Regent Acres Mobile Home Park
APS ID No. 979127, AUTH ID No. 1248652
DEP CODE NO. A3-67945-411-3M, Newberry Township, York County
DEP CODE NO. A3-67919-467-3M, Fairview Township, York County

Dear Supervisors:

The Department of Environmental Protection (DEP) has reviewed the proposed Official Plan update revision consisting of the elimination of the Regent Acres Mobile Home Park private wastewater treatment plant and connection of the park's 131 EDU's or 12,000 gpd to the PA American Water's Fairview Township collection and conveyance system, and ultimately PA American Water's Fairview Township South Wastewater Treatment Plant. A proposed pump station and force main will be used to make the connection, and the mobile home park owner will privately own and maintain both. The proposed development is located at the end of Salem Road in Newberry and Fairview Townships, York County.

The plan revision is approved.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at http://ehb.courtapps.com or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions or concerns, please call Carrie Wilt at 717.771.4481 and refer to DEP Code No. A3-67945-411-3M or A3-67919-467-3M, Application No. 979127 and Authorization No. 1248652.

Sincerely,

Timothy K Wagner

for Maria D. Bebenek, P.E.
Program Manager

cc: Carl E. Dallmeyer, York Regent Acres, LP
Joshua C. George, Snyder, Secary & Associates, LLC
Scott L. Armbrust, PA American Water Company
York County Planning Commission

bcc: York District Office
Carrie Wilt (PDF)
SCRO File – Wagner

Carl E. Dallmeyer
York Regent Acres, LP
4775 North Sherman Street
Unit 1
Mt. Wolf, PA 17347

Joshua C. George
Snyder, Secary & Associates, LLC
227 West Market Street
Suite 104
York, PA 17401

Scott L. Armbrust
PA American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055-4436

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

3800-PM-BCW0410 5/2018
Notice of Termination

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF TERMINATION (NOT)
FOR PERMITS ISSUED UNDER CHAPTER 92A

GENERAL INFORMATION

Permittee Name: York Regent Acres, LP

Permit No.: PA0033774

Permittee Address: 4775 North Sherman Street

Permittee Phone: (717)266-6696

Permittee City, State, Zip: Mt. Wolf, PA 17347

Facility Name: Regent Acres Mobile Home Park

Facility Address: Salem Road

Municipality: Newberry Township

Facility City, State, Zip: Etters, PA 17319

County: York

Permit/Authorization Type: ☐ Individual Permit ☒ General Permit ☐ No Exposure Certification

Activity/Discharge Type: ☒ Sewage ☐ Industrial Waste (IW) ☐ IW Stormwater ☐ CAFO

☐ MS4 ☐ Pesticides ☐ Other:

Detailed Explanation for the Basis of the Termination Request:

Removal of existing wastewater treatment facility. WWTF has been replaced with a new sewage pumping station.

Check all boxes that apply:

☒ The permittee will not continue operating the activity for which NPDES permit coverage was required.

Date the permittee has ceased or is expected to cease discharging or operation: January 17, 2020

☐ The permittee will continue operating but in a manner that no longer requires NPDES permit coverage.

☒ A closure/decommissioning plan is attached to this NOT.

☒ There are no pending enforcement actions by DEP or other state or federal environmental agencies for the above-referenced permit.

CERTIFICATION

I certify under penalty of law and subject to the penalties of 18 Pa. C.S. Section 4904 (relating to unsworn falsification to authorities) that the information reported on this NOT is true and accurate. I understand that by submitting this NOT, I am no longer authorized to operate facilities or activities resulting in a discharge under the above-referenced permit, and that discharges of pollutants to waters of the Commonwealth is unlawful when not authorized by a permit. I also understand that the submission of the NOT does not release a permittee from liability for any violations of this permit or of the federal Clean Water Act, the Pennsylvania Clean Streams Law and the regulations promulgated thereunder, or from liability for any damages. I also certify that I have the authority under 25 Pa. Code § 92a.22 to sign NPDES documents that are submitted to the Department of Environmental Protection or I am a duly authorized representative of that person.

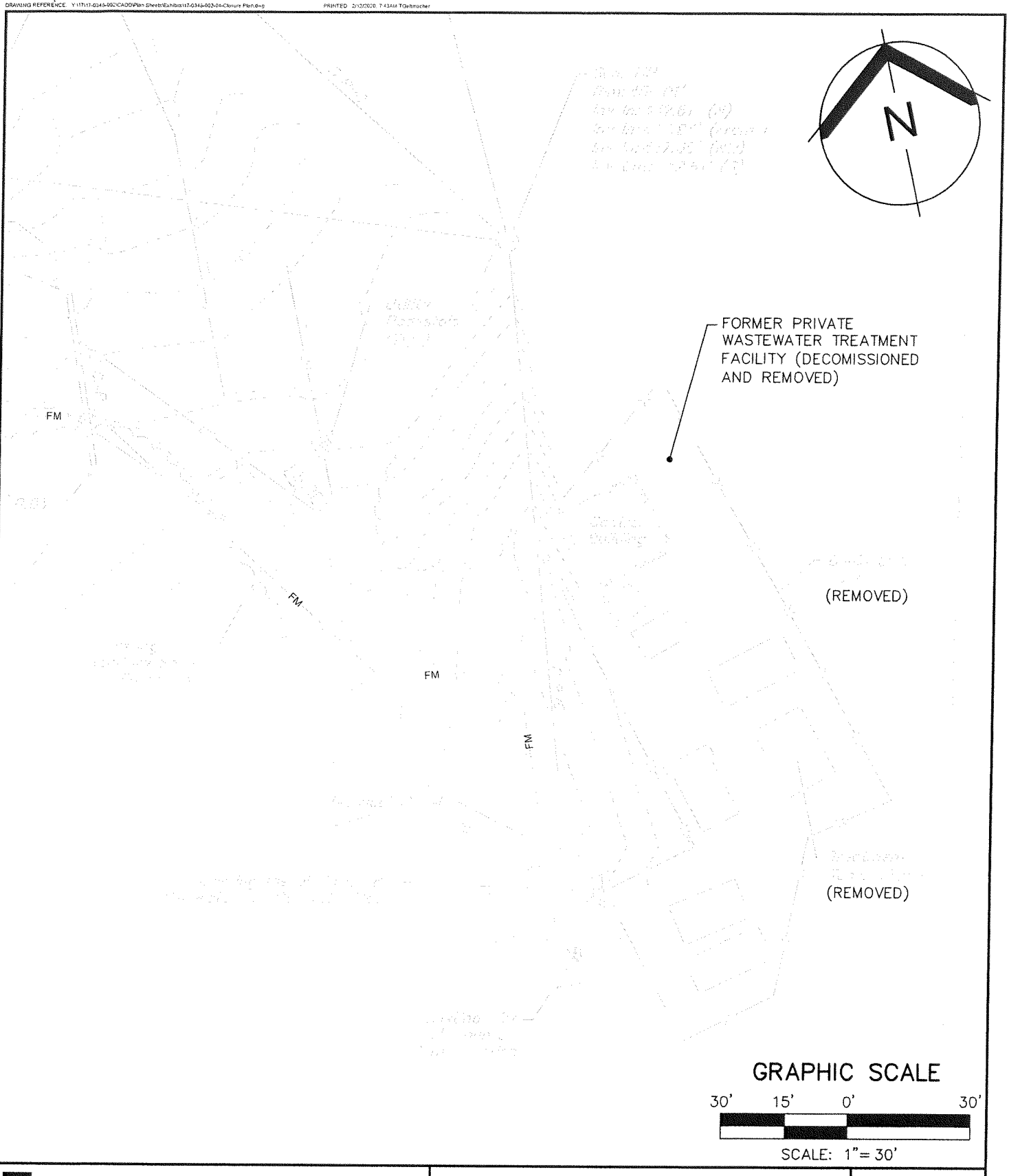
Carl E. Dallmeyer
Name (type or print legibly)

Authorized Representative
Official Title

Signature

2/17/20
Date Signed

DRAWING REFERENCE: Y:\17\17-0348-002\CADD\Plan Sheets\Exhibits\17-0348-002-04-Closure Plan.dwg PRINTED: 2/13/2020, 7:43AM, TGeltmacher



GRAPHIC SCALE

30' 15' 0' 30'

SCALE: 1"= 30'

Snyder • Secary & Associates, LLC
ENGINEERS • PLANNERS • DEVELOPMENT CONSULTANTS

HARRISBURG OFFICE
2000 LINGLESTOWN ROAD
SUITE 304
HARRISBURG, PA 17110
717.651.1010

YORK OFFICE
227 W. MARKET STREET
SUITE 104
YORK, PA 17401
717.781.2929

www.snydersecary.com

CLOSURE PLAN

FOR

REGENT ACRES MOBILE HOME PARK

FOR

YORK REGENT ACRES, LP

NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA

PROJECT NO.	17-0348-002
DATE:	2/10/20
SCALE:	1" = 30'
SHEET	1 of 1

Location of Former Wastewater Treatment Facility
Date of Photo: February 10, 2020

Location of Former Wastewater Treatment Facility
(New Pumping Station and Generator Shown in Background)
Date of Photo: February 10, 2020

EXHIBIT G

BALANCE SHEET OF PENNSYLVANIA-AMERICAN WATER COMPANY

(year ending December 2019)

Exhibit G

Pennsylvania-American Water Company
Balance Sheet
December 31, 2019
(Dollars in thousands)

		PA American Water 12 Months Ended December 31, 2019 (Audited)
Assets		
Cash and cash equivalents	$	3,182
Other current assets		119,899
Total property plant and equipment		4,952,640
Regulatory assets & other L/T Assets		213,835
Total Assets	$	5,289,556
Capitalization and liabilites		
Short Term Debt	$	114,384
Current Portion of Long-term Debt		6,343
Other current liabilities		175,181
Total Long-term Debt		1,664,778
Regulatory & Other Long Term Liabilities		1,092,611
Stockholder's equity		2,036,293
Contributions in aid of construction		199,966
Total Capitalization and liabilites	$	5,289,556

EXHIBIT H

STATEMENT OF INCOME OF PENNSYLVANIA-AMERICAN WATER COMPANY (year ending 2019)

Pennsylvania-American Water Company **Exhibit H**
Income Statement
for the 12 Months Ended December 31, 2019
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2019 (Audited)
Operating Revenues	$ 689,129
Operating Expenses	
Operation and Maintenance	223,279
Depreciation and Amortization	136,169
General Taxes and Other	(440)
Total Operating Expenses	359,008
Operating Income	330,121
Other Income/(Expenses)	
Other Income/(Expense), Net	6,238
Interest Expense, Net	(78,675)
Total Other Expenses	(72,437)
Income Before Income Taxes	257,684
Provision for Income Taxes	70,938
Net Income	$ 186,746

EXHIBIT I

PENNSYLVANIA-AMERICAN WATER COMPANY TARIFF

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff, unless otherwise noted on the territories served page, for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in the Residential, Commercial, Municipal and Industrial classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC's discretion)

All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).

A. Residential ***		
Service Charge per month:	$10.00	
Usage Charge per 100 gallons	$1.5132	
B. Commercial		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons	$1.1601	
C. Industrial		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons:	$1.1601	
D. Municipal		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons:	$1.1601	
E. Special Rate Charges		
Bulk Metered Usage – Caln Twp., Valley Twp., V.A. Hospital and West Brandywine Twp.		(C)
Service Charge per month	$250.00	
Usage Charge per 100 gallons	$0.9639	
Mittal Steel and Victory Brewing Company		
Service Charge per month:	$250.00	
Usage Charge per 100 gallons:	$0.9300	

(C) means Change

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

UNMETERED CHARGES -This charge is a flat rate fee for customers not metered for water consumption.

A. Residential ***		
Flat rate per month, per EDU:	$64.93	**(I)**
B. Commercial		
Flat rate per month, per EDU:	$64.93	**(I)**
C. Special Rate Charges		(C)
Knouss Foods, flat rate per month:	$4,572.75	**(I)**
Strattanville Borough, flat rate per month	$3,403.40	**(I)**

EXHIBIT J

ESTIMATED ANNUAL REVENUES AND EXPENSES OF PENNSYLVANIA-AMERICAN WATER COMPANY

Estimated Annual Revenue and Expense
in Application Territory
Wastewater

Line No.		1 Commercial Customer
1	**Estimated Annual Revenue**	
2		
3	Monthly Service Charge per EDU	$25.00
4	Number of EDUs	131
5	Monthly Service Charge	$3,275
6	Average Monthly Usage (100 Gallons)	5250.00
7	Usage Charge per 100 Gallons	1.1601
8	Usage Charge	$6,091
9	Negative TCJA Surcharge -7.68%	($719)
10	Monthly Total Revenue	$8,646
11	Annual Total Revenue (Ln. 10 x 12 months)	$103,755
12		
13	**Total Estimated Annual Revenue**	**$103,755**
14		
15	**Estimated Annual Expenses**	**$22,743**
16		
17	**Net Income (Ln. 13 - Ln. 15)**	**$81,012**

Exhibit J

EXHIBIT K

LETTERS FROM FAIRVIEW TOWNSHIP AND NEWBERRY TOWNSHIP APPROVING PROPOSED SERVICE TERRITORY

PENNSYLVANIA
AMERICAN WATER

July 29, 2020

VIA ELECTRONIC AND OVERNIGHT MAIL

Newberry Township
1915 Old Trail Road
Etters, PA 17319

Re: Pennsylvania -American Water Company and Regent Sewer Company Joint Application to provide Wastewater Service an Additional Portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania *Nunc Pro Tunc*

Pennsylvania-American Water Company (Pennsylvania American Water) and Regent Sewer Company (Regent) are submitting a Joint Application with the Pennsylvania Public Utility Commission (PUC) for the approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania. As part of the application process, the PUC requested Applicants to seek the Township's input for the purpose of determining if Pennsylvania American Water and Regent's application complies with the Township's land use planning. This Joint Application is for approval for extension of service territory which is currently being abandoned by Regent. Pennsylvania American Water is requesting to pick up this territory as well and serve these abandoned customers.

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 and/or zoning ordinances? Yes
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 717-550-1595 or e-mail jana.hurst@amwater.com

Sincerely,

Jana Hurst
Paralegal

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Newberry Township Signature _____

Printed Name/Title Zoning Officer Date 8-10-20

Please e-mail this form to: Jana Hurst at jana.hurst@amwater.com.

PENNSYLVANIA
AMERICAN WATER

July 29, 2020

VIA ELECTRONIC AND OVERNIGHT MAIL

Fairview Township
Fairview Township Municipal Building
599 Lewisberry Road
New Cumberland, PA 17070

Re: Pennsylvania -American Water Company and Regent Sewer Company Joint Application to provide Wastewater Service an Additional Portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania *Nunc Pro Tunc*

Pennsylvania-American Water Company (Pennsylvania American Water) and Regent Sewer Company (Regent) are submitting a Joint Application with the Pennsylvania Public Utility Commission (PUC) for the approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania. As part of the application process, the PUC requested Applicants to seek the Township's input for the purpose of determining if Pennsylvania American Water and Regent's application complies with the Township's land use planning. This Joint Application is for approval for extension of service territory which is currently being abandoned by Regent. Pennsylvania American Water is requesting to pick up this territory as well and serve these abandoned customers.

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 and/or zoning ordinances? YES
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 717-550-1595 or e-mail jana.hurst@amwater.com

Sincerely,

Jana Hurst
Paralegal

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Fairview Township Signature _____

Printed Name/Title STEPHEN WALKER, CODES ADMIN DIRECTOR Date 9 SEP 2020

Please e-mail this form to: Jana Hurst at jana.hurst@amwater.com.

EXHIBIT L

LETTER FROM YORK COUNTY APPROVING PROPOSED PLAN FOR EXTENDED SERVICE TERRITORY

Exhibit L

YORK COUNTY
YCPC
PLANNING COMMISSION

28 East Market Street | York, PA 17401-1580
Phone 717.771.9870 | Fax 717.771.9511

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Brian Brenneman
Secretary

Sean P. Kenny
Treasurer

Matthew Chronister

Kevin F. Clark

Thomas W. Earp

James J. Morris

Mike Pritchard

Felicia S. Dell
Director

Jeffrey L. Rehmeyer II
Solicitor

EQUAL OPPORTUNITY EMPLOYER

COUNTY LAND USE LETTER

Date: August 10, 2020

To: Pennsylvania American Water Company
Attn: Dana Durst
Dana.Durst@amwater.com

From: York County Planning Commission

Re: PA American Water and Regent Sewer Company joint application for additional wastewater service area
PA Public Utility Commission
Portions of Fairview and Newberry Townships, York County, PA
YCPC File #165-20

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: 02/06/2019

☐ 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 additional sheets if necessary) Area reviewed as depicted on attached map.

Submitted by:

Name	Roy Livergood
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	
Date	August 10, 2020
cc:	Newberry and Fairview Township Board of Supervisors, File

PENNSYLVANIA AMERICAN WATER

Teresa K. Harrold
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1562 | Fax: 717-550-1255
teresa.harrold@amwater.com

August 16, 2024

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County, Pennsylvania – **Expedited Relief Requested**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of $350 for the Commission's filing fee. A Certificate of Service is also attached.

For the reasons set forth more fully in the Application, PAWC is seeking expedited review of this Application by the Commission due to the Developer's construction timeline. The Developer anticipates connecting new customers in early 2025. Commission approval of the instant Application by the end of 2024 is necessary to avoid delays to the construction timeline.

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

Sincerely,

Teresa K. Harrold

cc: All Parties on the attached Certificate of Service *(via electronic mail)*
Sean Donnelly, Bureau of Technical Utility Services *(via electronic mail)*
Adeolu Bakare, Esquire *(via electronic mail)*

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County, Pennsylvania	**:** **:** **:** **:** **:**	**Docket No. A-2024-**

CERTIFICATE OF SERVICE

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

SERVICE VIA ELECTRONIC MAIL ON AUGUST 16, 2024

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

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

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

Sincerely,

Teresa K. Harrold, Esquire (PA ID #311082)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1562
email: teresa.harrold@amwater.com

Attorney for *Pennsylvania-American Water Company*

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Faireview Township, York County Pennsylvania	**:**	**Docket No. A-2024-**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("PAWC", "Company", or "Applicant") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue a Certificate of Public Convenience evidencing its approval under Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), of PAWC's right to begin to offer, render, furnish and supply wastewater service in an additional portion of Fairview Township, York County, Pennsylvania.

2. The name and address of Applicant is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

3. The names and address of the Applicant's attorney is:

Teresa Harrold, Esquire (PA ID #311082)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

II. DESCRIPTION OF THE APPLICANT

4. PAWC is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly-owned subsidiary of the American Water Works Company, Inc. PAWC furnishes water and wastewater service in a certificated service territory encompassing portions of 37 counties and 417 municipalities across the Commonwealth. As of June 30, 2024, PAWC furnishes wastewater service to 98,047 residential, commercial, industrial, municipal, miscellaneous, and bulk customers in Pennsylvania. The total number of customers by class are as follows:

Residential	**90,193**
Commercial	**7,482**
Industrial	**70**
Municipal	**253**
Miscellaneous	**49**
Bulk	**0**
Total	**98,047**

In addition, PAWC furnishes water service to approximately 685,334 customers.

5. Attached hereto as **Exhibit A** is pertinent information with respect to the corporate history, authority, and service territory of PAWC.

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

6. As indicated at paragraph 1 above, the proposed additional service territory is in a portion of Fairview Township, York County, Pennsylvania. Attached hereto as **Exhibit B-1** is a map showing the boundaries of the area and attached hereto as **Exhibit B-2** is a metes and bounds description of the area to be served (the "Applied For Service Territory"). The

Applied For Service Territory will allow Pennsylvania-American to provide public wastewater to a new residential development which is located at the northwest intersection of Limekiln and Spanglers Mill Road ("Development"), which is currently in the development/planning stages.[1] Please see development plan at **Exhibit D**. All portions of the Applied For Service Territory depicted on **Exhibit B-1** are owned and being developed by Sienna Fee Simple LLC (hereinafter, the "Developer") which will be developed into 655 total residential units, with a mix of single family, single family attached muti-family units. This Development will consist of two phases. The first phase will consist of 356 total units with the second phase will consist of 299 total units. The Developer has requested to connect these premises to the Company's public wastewater system. Please see the request from the Developer at **Exhibit E**. As previously mentioned, this Development will be located at the intersection of Limekiln and Spanglers Mill Road in Fairview Township, York County, Pennsylvania. The Applied For Service Territory consists of approximately 150.5 acres. PAWC was previously certificated to provide service in Fairview Township, York County at the following dockets[2]:

Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania	Docket No. A-2015-2486532 (Filed: June 5, 2015; Approved: December 17, 2015)
Application of Pennsylvania-American Water Company for Approval of the right to offer, render, furnish or supply wastewater Service to the public in a portion of Fairview	Docket No. A-2016-2567451 (Filed: September 19, 2016, Approved: December 8, 2016)

[1] As of this writing, the Developer has submitted the subdivision plan to the Fairview Township Board of Supervisors on November 17, 2023 and the York County Planning Commission on January 18, 2023. The plan was recorded at on November 28, 2023 under Book 2806, pages 5682-5710, Instrument No. 2023045949. Please see the signed conditional approval letter from Fairview Township attached at **Exhibit C.**

[2] Please see **Exhibit F** for associated Applications and Orders mentioned in the above table.

Township, York County, Pennsylvania (Tall Oaks Development)	
Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: (1) the Commencement by Pennsylvania American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, and York County, Pennsylvania, *Nunc Pro Tunc* and (2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	Docket No. A-2020-3021939 and A-2020-3018087 (Filed: September 10, 2022, Approved: March 25, 2021)

The Applied For Service Territory is adjacent to the Company's current territory which was previously acquired to serve residents in the Tall Oaks Development. Fairview Township has a mandatory use of public sewer connection tap-in ordinance.[3] The facilities that are going to be installed by PAWC within the requested Applied For Service Territory consist of the following:

Quantity	**Materials (Including Appurtenances)**	**Cost**
10,000 LF[4]	8" Sanitary Sewer	$681,792.00
74	48" Sanitary Sewer Manholes	$418,013.00
2,170 LF	6' Force Main	$96,766.00

[3] *See,* Fairview Township Code Chapter 232, Article II, §232-9 (A) at **Exhibit G** and other associated Sewer.

> *The owner of any improved property adjoining or adjacent to or whose principal building is within 150 feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within 60 days after notice to such owner from this Township to make such connection, for purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time.*

[4] LF is "Linear Feet".

133	6” Sanitary Sewer Service Laterals	$226,213.00
1	Pump Station	$1,120,200.00
Total		**$2,542,984.00**

7. No additional capital will be required by the Applicant for this project. The Developer will pay for the wastewater line extension through a Sewer Line Extension Agreement with PAWC. An example of PAWC’s standard Sewer Line Extension Agreement, which will be executed when this extension is approved, can be found at **Exhibit H**.

8. The construction costs of the line extension will be approximately $2,542,984. A classification of the costs including construction costs, materials and appurtenances is attached as **Exhibit I**. As stated previously, the Developer will be paying for the cost of the facilities including all meters and appurtenances. The Developer will be responsible for all facilities from the curb to the new residential areas until new residents purchase the properties. Once purchased, the new homeowners will be responsible for the lines.

9. The facilities to be installed within the Applied For Service Territory will serve a total of 655 homes when both phases of the project are complete. The Applied For Service Territory consists of approximately 150.5 acres and will connect directly to the existing PAWC service territory located along Spanglers Mill Road in Fairview Township.

10. Operations for this Applied For Service Territory will occur through the Lower Allen Township Wastewater Treatment Plant (“Lower Allen WWTP”). The Developer is requesting 694 EDUs for the project with an estimated average flow demand of 117,500 gallons per day.[5] The Lower Allen Township WWTP details are below:

[5] The EDU breakdown is as follows: 655 EDUs for 655 new residential properties; 1 EDU for the community center, 33 EDUs for residual lots; and 5 EDUs for existing developed properties along Limekiln Road.

Actual Average Monthly Flow for 2023	4.90 mgd
Actual Maximum Daily Flow for 2023	13.5 mgd
Pemitted Average Monthly Flow	7.5 mg
Permitted Maximum Daily Flow	20.0 mgd
Designed Average Monthly Flow	13.5 mgd Permitted Design Hydraulic Capacity (Maximum Monthly Flow)
Design Maximum Daily Flow	20.0 mgd

Pennsylvania American Water Company's Lower Allen WWTP has sufficient collection, conveyance, and treatment system capacity to serve the proposed 694 EDUs when both phases of the project are complete.

11. Currently, wastewater service is not available at this location due to the land being undeveloped. However, this property is already located within PAWC's certificated service territory for water service. PAWC also will be the water provider to the Development.

12. PAWC is seeking expedited review of this Application by the Commission due to the Developer's construction timeline. The Developer anticipates connecting new customers in early 2025. It is PAWC's understanding that there was a misunderstanding with the Developer regarding the need for filing a service territory extension application. The Development is located within PAWC's existing water service territory, but not PAWC's existing wastewater service territory. Based on the belief that the Development sits within PAWC's service territory (which avoids the need for a Commission approval process), the Developer proceeded with marketing activities and is scheduled to begin construction of new homes in late 2024 to connect new customers in early 2025. Accordingly, Commission approval of the instant Application by the end of 2024 is necessary to avoid delays to the construction timeline.

13. The proposed mains from the Development to PAWC's existing facilities will be in the public rights of way. For the additional easements needed within the Development, the Company will work with the Developer to obtain these easements and the Developer will be paying for such easements.

14. To the best of the Applicant's knowledge, no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service similarly in the proposed Applied For Service Territory, and thus, no competitive condition will be created by approval of this Application.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

15. Attached hereto, as **Exhibit J**, is a balance sheet of PAWC as of December 31, 2023.

16. Furthermore, attached as **Exhibit K,** is a statement of income and retained earnings of PAWC for the 12 months ending December 31, 2023.

17. PAWC will charge its then existing Rate Zone 1 rates for service in the Applied For Service Territory as set forth in its Tariff. Current Rate Zone 1 rates are shown on **Exhibit L** and may be changed from time to time.

18. PAWC furnishing service in the proposed Applied For Service Territory will have no adverse effect upon the service furnished or the rates charged to its existing customers.

19. The estimated annual revenues and expenses of PAWC in the Applied For Service Territory are set forth in **Exhibit M** attached hereto.

IV. PUBLIC INTEREST

20. It is in the public interest for PAWC to provide wastewater service in the proposed Applied For Service Territory because it is financially and technically capable of providing service

and providing service will have no adverse effect upon the service furnished or the rates charged to its existing customers. In addition, PAWC's future customers in the Applied For Services Territory will benefit from receiving wastewater service from PAWC. PAWC will provide wastewater service to the Applied For Service Territory under the Rules and Regulations of its Commission-approved tariff.

21. PAWC has support from both York County and Fairview Township. Letters can be found at **Exhibit N** from Fairview Township and at **Exhibit O** from York County verifying that this Development complies with county/township comprehensive plans.

V. RELIEF REQUESTED

22. Together with the Order approving this Application, PAWC requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a) of the Public Utility Code, 66 Pa.C.S. §1102(a), authorizing PAWC to furnish wastewater service in the additional portion of Fairview Township, York County depicted in **Exhibit B-1** and described in **Exhibit B-2** hereto.

WHEREFORE, PAWC respectfully requests that the Commission approve this Application and grant the expedited relief requested above.

Respectfully Submitted,

Teresa K. Harrold, Esquire (PA ID #311082)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1562
email: teresa.harrold@amwater.com

Dated: August 16, 2024

Attorney for *Pennsylvania-American Water Company*

EXHIBIT A

PAWC COMPANY HISTORY

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and

Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System

(Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022) and Creekside Homeowners Association (Lancaster County, June 22, 2023). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 681,707 customers in the following municipalities:

> All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;
>
> All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette,

South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Middlesex, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden, Providence and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County;

Portion of the Township of Overfield in Wyoming County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 97,585 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the Townships of Alsace, Douglass, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Township of Foster in Luzerne County;

All, or portions of, the Borough of Kane and Township of Wetmore in McKean County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Borough of Royersford and the Townships of Upper Pottsgrove and Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

All, or portions of, the City of York, the Borough of North York and the Townships of

Fairview, Manchester, Newberry and York in York County.

[418 municipalities in 37 counties.]

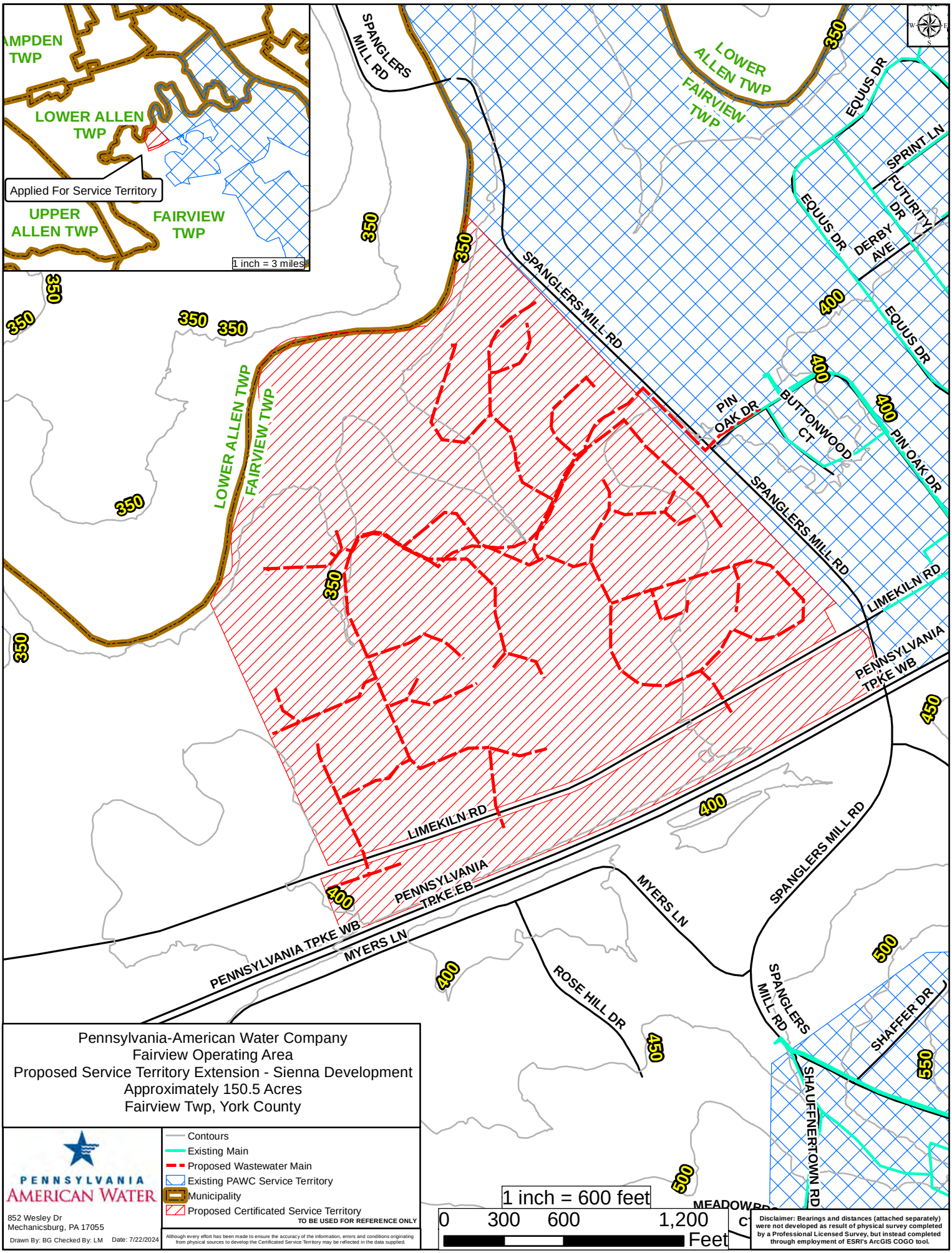
06/30/2023

EXHIBIT B-1

MAP OF PROPOSED SERVICE AREA

EXHIBIT B-1

MAP OF PROPOSED SERVICE AREA IN FAIRVIEW TOWNSHIP, YORK COUNTY



Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County

PENNSYLVANIA AMERICAN WATER

852 Wesley Dr
Mechanicsburg, PA 17055

Drawn By: BG Checked By: LM Date: 7/22/2024

- Contours
- Existing Main
- Proposed Wastewater Main
- Existing PAWC Service Territory
- Municipality
- Proposed Certificated Service Territory

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

1 inch = 600 feet

0 300 600 1,200 Feet

Disclaimer: Bearings and distances (attached separately) were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.

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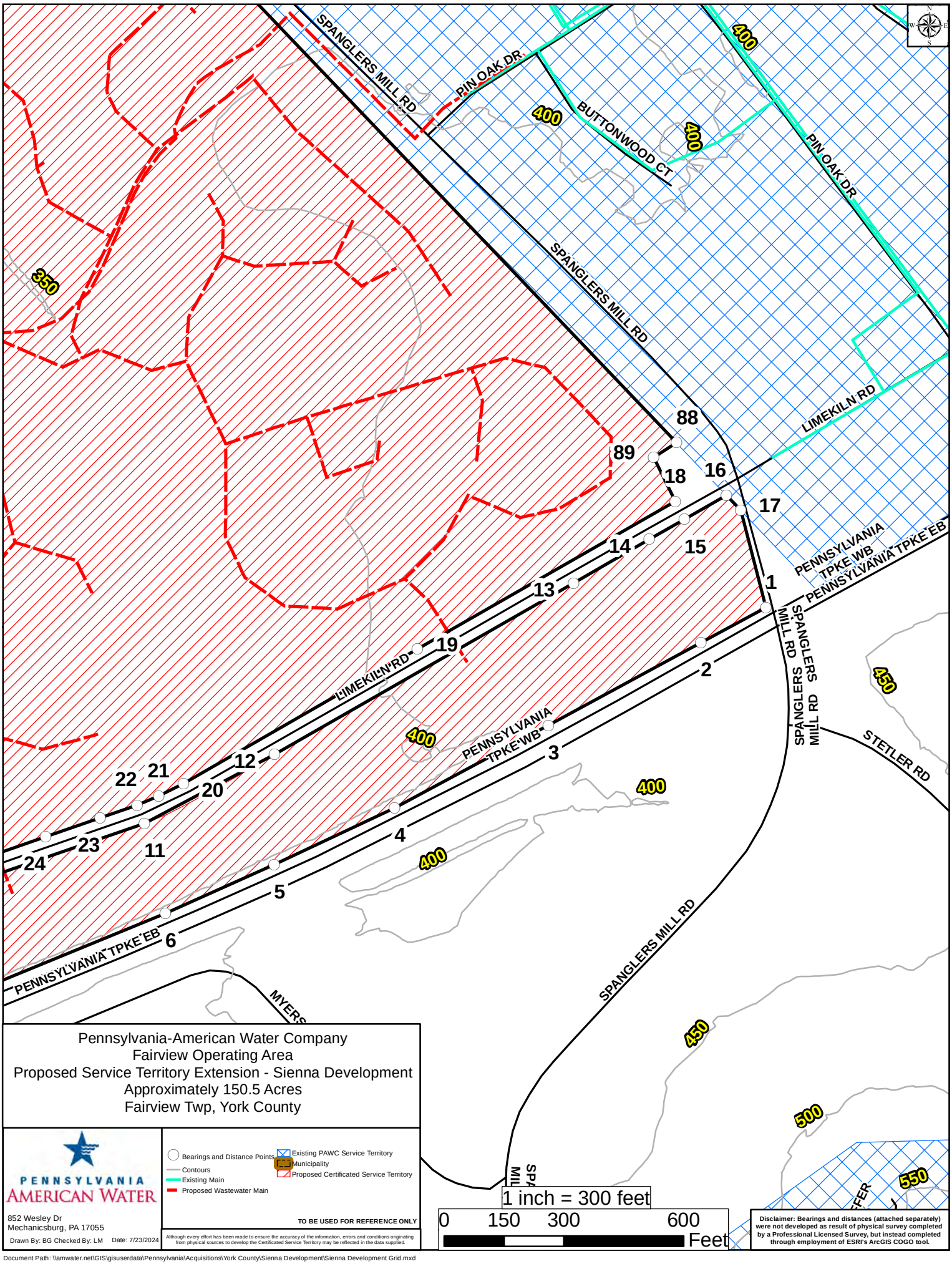

Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County

PENNSYLVANIA AMERICAN WATER

852 Wesley Dr
Mechanicsburg, PA 17055

Drawn By: BG Checked By: LM Date: 7/23/2024

Bearings and Distance Points
Contours
Existing Main
Proposed Wastewater Main
Existing PAWC Service Territory
Municipality
Proposed Certificated Service Territory

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1 inch = 300 feet

0 150 300 600 Feet

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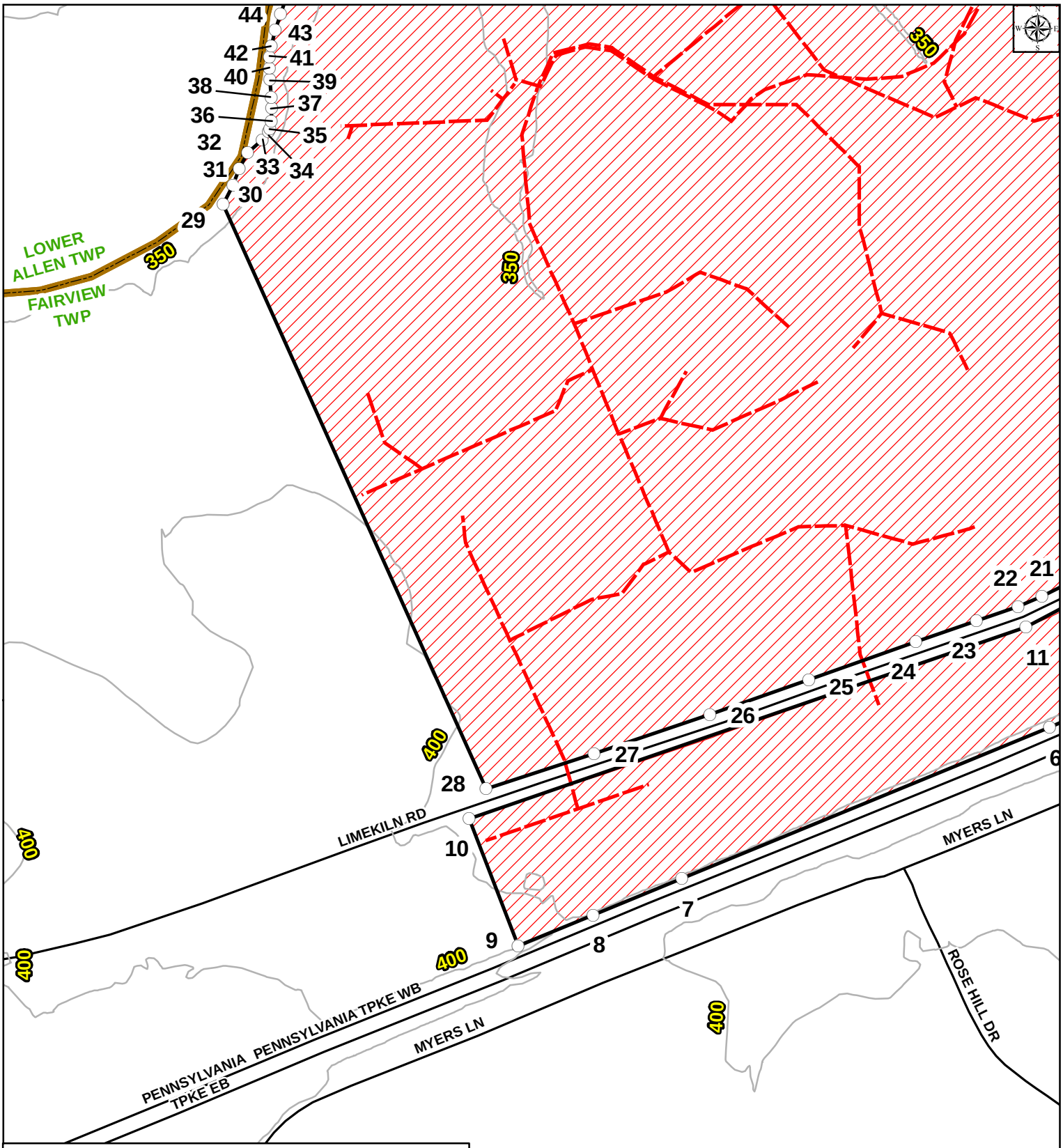

Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County

PENNSYLVANIA AMERICAN WATER

852 Wesley Dr
Mechanicsburg, PA 17055

Drawn By: BG Checked By: LM Date: 7/23/2024

Bearings and Distance Points
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Proposed Wastewater Main
Existing PAWC Service Territory
Municipality
Proposed Certificated Service Territory

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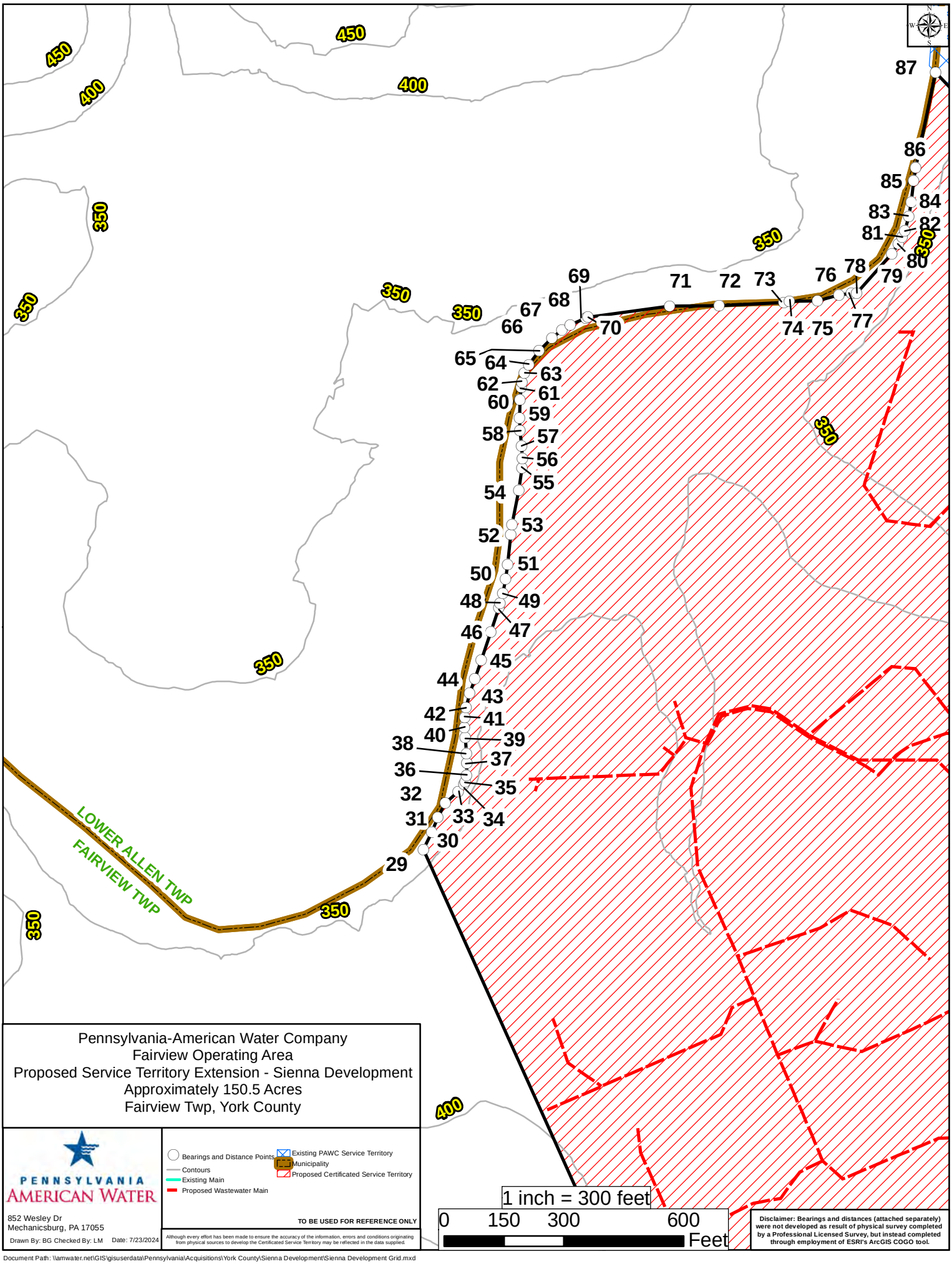
450
400
350
LOWER ALLEN TWP
FAIRVIEW TWP
Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County
PENNSYLVANIA AMERICAN WATER
852 Wesley Dr
Mechanicsburg, PA 17055
Drawn By: BG Checked By: LM Date: 7/23/2024
Bearings and Distance Points
Contours
Existing Main
Proposed Wastewater Main
Existing PAWC Service Territory
Municipality
Proposed Certificated Service Territory
TO BE USED FOR REFERENCE ONLY
Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.
1 inch = 300 feet
0 150 300 600
Feet
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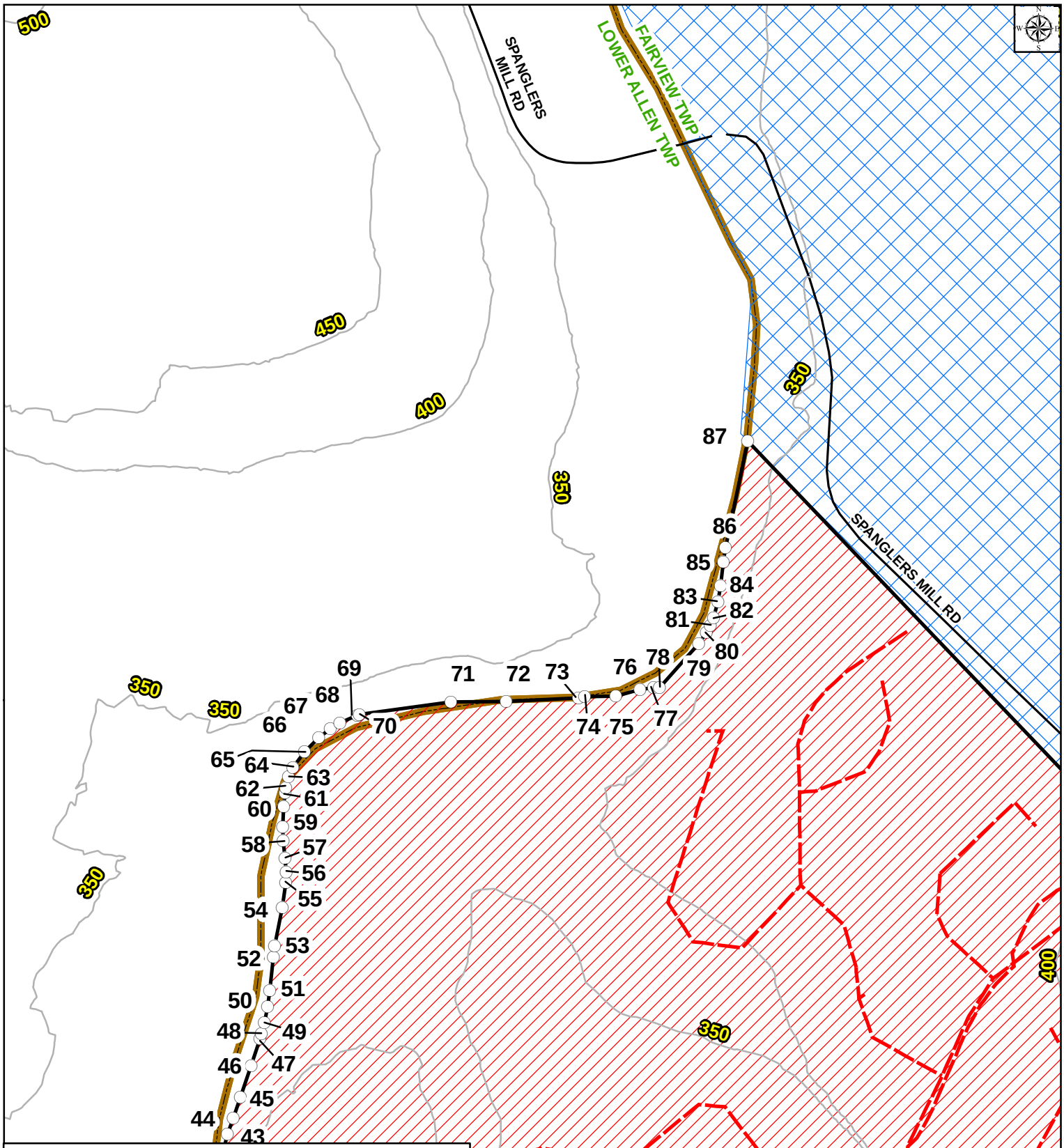
Document Path: \\amwater.net\GIS\gisuserdata\Pennsylvania\Acquisitions\York County\Sienna Development\Sienna Development Grid.mxd



Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County

PENNSYLVANIA AMERICAN WATER

852 Wesley Dr
Mechanicsburg, PA 17055

Drawn By: BG Checked By: LM Date: 7/23/2024

Bearings and Distance Points
Contours
Existing Main
Proposed Wastewater Main
Existing PAWC Service Territory
Municipality
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EXHIBIT B-2

METES AND BOUNDS OF PROPOSED SERVICE AREA

Starting Point: X: -76.898889340271 Y: 40.2038221333936				
Parcel ID	**From**	**To**	**Bearing**	**Distance**
1	1	2	S61°33'11"W	185.058105
	2	3	S61°33'10"W	435.060419
	3	4	S61°44'02"W	436.937248
	4	5	S64°47'05"W	333.812797
	5	6	S65°52'59"W	298.36709
	6	7	S67°39'01"W	892.287804
	7	8	S67°47'45"W	214.951507
	8	9	S67°38'47"W	181.687279
	9	10	N21°01'33"W	305.517116
	10	11	N71°01'55"E	1320.643532
	11	12	N62°03'17"E	369.637709
	12	13	N60°09'01"E	863.076585
	13	14	N60°06'42"E	219.169749
	14	15	N60°07'16"E	101.274664
	15	16	N60°11'29"E	121.280834
	16	17	S43°38'45"E	51.950537
	17	1	S14°35'00"E	251.639848
	18	19	S60°12'44"W	744.469546
	19	20	S60°08'28"W	676.628637
	20	21	S63°11'37"W	69.473278
	21	22	S67°11'23"W	58.317769
	22	23	S70°55'11"W	98.156179
	23	24	S70°57'36"W	143.892133
	24	25	S70°31'04"W	255.142953
	25	26	S70°29'21"W	235.027485
	26	27	S71°19'45"W	274.219607
	27	28	S71°56'18"W	254.636517
	28	29	N24°13'56"W	1437.660771
	29	30	N26°17'14"E	47.974149
	30	31	N21°17'27"E	39.922858
	31	32	N27°58'43"E	40.49375
	32	33	N47°51'00"E	43.838229
	33	34	N39°38'03"E	22.731567
	34	35	N21°42'05"E	7.435094
	35	36	N10°41'26"E	16.159334
	36	37	N2°50'34"E	30.137451
	37	38	N2°56'20"W	24.474694
	38	39	N4°41'19"W	39.859852
	39	40	N2°48'49"W	25.567057
	40	41	N1°07'46"E	25.135192

2	41	42	N8°07'10"E	24.753875
	42	43	N14°12'11"E	36.66122
	43	44	N18°40'33"E	38.242296
	44	45	N19°09'24"E	50.26518
	45	46	N18°39'30"E	74.992041
	46	47	N18°19'30"E	62.794287
	47	48	N16°49'51"E	12.082969
	48	49	N14°32'58"E	24.866256
	49	50	N11°19'40"E	36.883532
	50	51	N7°12'08"E	37.838726
	51	52	N6°06'29"E	75.068142
	52	53	N8°03'30"E	24.939697
	53	54	N11°15'05"E	88.344457
	54	55	N8°14'15"E	55.775715
	55	56	N1°11'21"E	23.885181
	56	57	N4°05'18"W	31.649313
	57	58	N5°55'58"W	38.777591
	58	59	N1°53'26"W	30.491549
	59	60	N2°10'53"E	45.761783
	60	61	N4°34'53"E	31.231703
	61	62	N9°08'50"E	12.568945
	62	63	N15°17'43"E	24.628826
	63	64	N25°58'24"E	23.400979
	64	65	N36°29'55"E	43.709907
	65	66	N44°54'19"E	45.330607
	66	67	N52°05'24"E	32.005485
	67	68	N58°20'55"E	24.96535
	68	69	N66°01'52"E	42.412198
	69	70	N70°45'11"E	5.223084
	70	71	N82°09'20"E	207.297194
	71	72	N89°44'38"E	124.02678
	72	73	N87°00'51"E	162.002126
	73	74	N77°46'06"E	14.412195
	74	75	N89°41'51"E	69.933015
	75	76	N74°39'22"E	56.263993
	76	77	N81°50'05"E	31.070499
	77	78	S89°44'46"E	13.503263
	78	79	N41°31'58"E	132.342507
	79	80	N34°31'42"E	30.43133
	80	81	N28°22'55"E	18.40497
	81	82	N22°21'11"E	17.744152
	82	83	N15°31'34"E	37.340768
	83	84	N9°20'24"E	36.935984
	84	85	N6°46'27"E	52.912592

	85	86	N7°52'36"E	32.725402
	86	87	N11°54'09"E	244.325946
	87	88	S43°38'45"E	2681.510584
	88	89	S56°34'23"W	67.618219
	89	18	S26°22'08"E	122.285587

EXHIBIT C

APPROVALS FOR SIENNA DEVELOPMENT FROM FAIRVIEW TOWNSHIP

EXHIBIT C

Established 1803
FAIRVIEW TOWNSHIP

July 3, 2023

BOARD of SUPERVISORS
Dr. Larry Cox, *Chairman*
Mario D. Pirritano, *Vice-Chairman*
Christopher L. Allen, *Supervisor*
John W. Jones, *Supervisor*
Matthew J. Cox, *Supervisor*

MANAGER
Donald F. Martin, III

Burkentine Real Estate Group
1454 Baltimore Street, Suite A
Hanover, PA 17331
Attn: Bryce Burkentine

Alpha Consulting Engineers, Inc
115 Limekiln Road
New Cumberland, PA 17070
Attn: John Murphy

RE: Sienna – Final SD/LD Plan, Phase 1
Plan Approval
Fairview Township File No.: 22-1018 SD

To Whom It May Concern,

Please be advised that the Fairview Township Board of Supervisors, at their regularly scheduled meeting on June 26, 2023, took the action to approve the Sienna Final SD/LD Plan, Phase 1, subject to the following conditions:

1. A copy of a mylar plan and three paper copies of the plan with the required signatures and seals. **Please note that the York County Recorder of Deeds will not accept plans for recording that do not comply with the following items:**

   - Certification of ownership and statement should be completed, signed and notarized. The notary's seal, the notary's stamp and the notary's signature cannot touch or overlap each other.
   - The notary seal on the plans must be clear enough for the Recorder of Deeds scanning instrument to be able to reproduce the seal. The seal cannot be touching any other text or lines on the plan.
   - The registered professional surveyor or engineer's seal, signature and date of plans, who is certifying the accuracy of the plan, must be present.
   - All signatures have to have a printed name beside or below the signature.
   - The signers of the plan must sign the plan as their name appears on the plan, this would include any suffixes (Jr. Sr. I, II, III).
   - If the signers of the plans are owners or officers of a company or corporation, their title with the company or corporation must be declared beside their signatures.
   - The notary statement "On this date before me the undersigned personally appeared… " this statement must include the printed name for the signer(s).

2. A check (fees are being determined due to the number of pages associated with the plan) made payable to the "York County Recorder of Deeds". This is needed to record your plan at the York County Court House.

3. Payment of any outstanding Township Engineer's plan review fees. An invoice will be forthcoming.

4. Placement of the approved financial security / bond in the amount of **$6,390,762.13** with an executed copy of the final version of the approved Transportation/ Developer's Agreement.

5. Payment of the Traffic Impact Fee in the amount of **$631,617.00** made payable to Fairview Township. This is the fee as noted in the approved Transportation Improvements Agreement.

6. Payment of the engineer's escrow in the amount of **$232,391.34** made payable to Fairview Township. This amount is 4% of the bond total, prior to the contingency being added. This will need to be provided to the township prior to plan recording.

7. Compliance with the Township Staff memo, dated June 20, 2023. A copy has been attached for your reference.

8. Compliance with the Rettew memo, dated June 20, 2023. A copy has been attached for your reference.

9. Compliance with the McMahon memo, dated June 23, 2023. A copy has been attached for your reference.

Since these are conditions imposed with respect to the approval of the Sienna SD/LD Plan. Phase 1, acknowledgement of these conditions must be received in writing on or before ten (10) days from the receipt of this letter. Please sign the Letter of Acceptance attached hereto and return it by mail or hand delivery to 599 Lewisberry Road, New Cumberland, PA 17070; by fax to (717) 901-5233; or by email to swaller@twp.fairview.pa.us. If this acknowledgement is not received within this timeline, the plan could be deemed rejected based on the conditions set forth.

If you have any questions or concerns about the information contained in this letter, please do not hesitate to contact me at (717) 901-5222.

Respectfully submitted,

Stephen. M. Waller
Codes Administration Director

CONDITIONS LETTER OF ACCEPTANCE FOR SIENNA FINAL SD/LD PLAN, PHASE 1

And now, this_____ day of _____, 2023, all of the aforementioned conditions noted on the Board of Supervisors approval letter dated July 3, 2023, associated with the Sienna Final SD/LD Plan, Phase 1, are hereby accepted.

OWNER (S)/DEVELOPER (S):

Mickey Thomasm
Print Name

By: _____ VP
Signature

_____
Print Name

By: _____
Signature

WITNESS:

Kyle Gillespie
Print Name

By: _____
Signature

_____
Print Name

By: _____
Signature

Please return a signed copy of this acceptance to Fairview Township within the time stated on the attached approval cover letter.

BOARD OF SUPERVISORS MEMORANDUM

PLAN: SIENNA – FINAL PLAN PHASE I – 22-1018-SD

LOCATION: SPANGLERS MILL AND LIMEKILN ROADS

DATE: 06/20/23

CC: DREW BITNER – TOWNSHIP ENGINEER; APPLICANTS ENGINEER; APPLICANT; FILE

FROM: STEPHEN M. WALLER – CODES ADMINISTRATION DIRECTOR

The REVISED plans dated 03/22/2023 have been reviewed for compliance to Fairview Township Ordinances. Based on that review staff has compiled the following comments:

Zoning Ordinance

All comments have been addressed.

Subdivision Ordinance:

1. The plans do not have the seal and signature of the design professionals. SLDO 260.14.A(12)
2. The plans do not have the certification and dedicatory statement signed by the owners. SLDO 260.14.A(13)
3. A final version of the protective covenants/ HOA documents for common area ownership, maintenance and responsibilities will need to be submitted for solicitor review. SLDO 260.14.A(27) & 260.35.G
4. Compliance with any remaining comments associated with the TIS review, dated June 1, 2023 by Jodie Evans – McMahon Associates, will be required. SLDO 260.14.A(28)& 260.34(B)(1)(b)
5. A PennDOT HOP will be required for the proposed street access onto Spangler's Mill Road. SLDO 260.14.B(3)
6. An improvement guarantee in the amount of $6,309,762.13, which was approved by the Township Engineer, will need to be placed, per ordinance requirements. SLDO 260.17.A(1)
7. An executed Security Agreement will need to be in place prior to plan approval (see Appendix 11A) SLDO 260.17.A(3)

8. A fee of $232,391.34 (-$50,000 which has already been received) will be required, which is associated with the required Engineer Inspection Escrow. This fee is calculated as 4% of the approved financial guarantee PRIOR to the required 10% contingency ($5,809,783.75). SLDO 260.19.C

9. Compliance with Township Recreation ordinances are required. Applicants has noted that they will pay a fee in lieu of dedication for each phase based on dwelling units. This Phase is proposing 356 units X $1000/unit = $356,000 will be due prior to the plan being recorded. SLDO 260.33

10. The site will be subject to the Traffic Impact Fee ordinance requirements. The site is located within Traffic Service Area #1, which will be subject to a fee of $1583 per new PM peak hour trip. This fee will be established off the submitted TIS for the site. SLDO 260.50

General Comments:

1. A discussion will have to take place with township management regarding the trash collection for this development. Due to the different ownership aspects, access and use types, the possibility exist that to service the entire development, a private collection contract with the Developer and a refuse company may have to be established to service this development.

2. All plans have to comply with Resolution 2008-13, which indicates that all accounts with the township must be current and not delinquent.

Modifications:

* **Mods have all been previously acted on FAVORABLY by the Board.**

1. Stormwater basin setback - SWMO 252.10.L
2. Stormwater basin top width – SWMO 252.17.C(1)(b)
3. Stormwater basin side slopes – SWMO 252.17.C(1)(c)
4. Stormwater Basin Outlet structure perforations – SWMO 252.17.C(1)(e)
5. Stormwater rate and volume calcs during E& S Phase- SWMO 252.19.D
6. Curbing along Limekiln and Spangler's Mill Roads SLDO 260.24.B(1)
7. Sidewalk locations - SLDO 260.25.A(1)
8. Sidewalk construction - SLDO 260.25.A(4)
9. Number of access drives - SLDO 260.26.C.2(b)
10. Stormwater Rational Method - SLDO 260.35.C.2(b)
11. Stormwater Methodology – SLDO 260.35.C.3(b)

12. Fencing stormwater basins – SLDO 260.35.C.3(i)
13. Stormwater Basin Bottom Slope - SLDO 260.35.C.3(j)
14. Stormwater basin side slopes – SLDO 260.35.C.3(k)
15. Stormwater Basin berm width - SLDO 260.35.C.3(l)
16. Emergency Basin spillway depth – SLDO 260.35.C(3)(g)(1)
17. Minimum pipe size – SLDO 260.35.D.2(a)4
18. SWM Pipe outlet/End materials - SLDO 260.35.D.2(a)7

McMAHON
a Bowman company

June 23, 2023

Mr. Stephen Waller, Township Codes Administration Director
Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070

RE: Burkentine Real Estate Group (Sienna 1 LLC) Residential Development
Revised Transportation Impact Study (TIS) for Sienna
Fairview Township, York County, PA
McMahon Project No. 915321.11

Dear Mr. Waller:

We have reviewed the following materials prepared by Alpha Consulting Engineers, regarding the Burkentine Real Estate Group (Sienna 1 LLC) Residential Development located to the west of Spanglers Mill Road (S.R. 4027) and north of Limekiln Road with three proposed accesses via Limekiln Road and one proposed access via Spanglers Mill Road (S.R. 4027):

- Transportation Impact Study (TIS) for Sienna, last revised June 11, 2023
- Response to Comments Letter – Sienna TIS Review, dated June 10, 2023
- Response to Comments Letter – Sienna TIS Review, dated June 20, 2023

Based on the submitted materials it is our understanding that at full build-out the Burkentine Real Estate Group (Sienna 1 LLC) Residential Development will consist of approximately 134 single-family detached homes, 209 single-family attached homes (townhomes), 96 multifamily low-rise units, and 216 multifamily mid-rise units. Construction is proposed in two phases, with 63 single-family detached homes, 109 single-family attached homes, and 72 multifamily mid-rise units proposed in the initial phase ('Subphase 1'), with all remaining units to be built in the next phase for traffic evaluation purposes. Completion of Subphase 1 is estimated to occur in 2025 with full buildout estimated in 2028.

Since access to this site is provided via Spanglers Mill Road (S.R. 4027), which is a state road, the TIS is concurrently being reviewed by PennDOT to obtain approvals for the access and associated improvements proposed in the study. The Township must be copied on all TIS and HOP submissions, as well as correspondence between the applicant and PennDOT, and invited to any and all meetings among these parties.

Based on our review of the provided materials, the **TIS has been found conditionally acceptable pending the revisions requested below**. A final version addressing the following comments must be provided.

1. The site plan included with the TIS and in the developer's agreement as Exhibit 2 must be revised to clearly label Subphase 1 vs Remaining Phase 1 vs Phase 2. All phases/subphases must be clearly labeled on the map area of the site plan; as currently presented, Subphase 1 is only noted by legend/hatching and Remaining Phase 1 only appears to be shown with a leader to a portion of that subphase and Phase 1 overall is not noted on the map area at all. Furthermore, clearly label which phase (Remaining Phase 1 or Phase 2) the four townhomes immediately west of Subphase 1 are proposed under.

415 Fallowfield Road, Suite 301, Camp Hill, PA 17011
P: 717.975.0295
mcmahonassociates.com | bowman.com

2. As previously noted, the site plan has not been modified to incorporate the proposed roundabout. As currently illustrated, it may not be feasible to include some of the proposed housing units shown in the NW quadrant of the intersection. However, these units are anticipated to be constructed in Phase 2 and are not included in the current land development plans before the Township, so this must be revised prior to Phase 2 land development plan submission for review.

3. As previously noted, all improvements required for the mitigation of any given phase must be constructed and fully operational prior to the opening of any portion of the relevant phase. It is our understanding that this is PennDOT's policy for phased traffic improvements, and that the developer's agreement is currently being modified per the Township's request regarding this issue and other matters. For example, prior to issuance of certificate of occupancy for any dwelling unit beyond Subphase 1, the developer must have constructed all improvements recommended in the TIS for the full build-out traffic scenario, not just prepare, submit, and pursue an HOP for these recommended improvements. Ensure that the recommendations of the report are consistent with the final developer's agreement. Also, for clarity, in the recommendations sections of the Executive Summary and the overall report, provide a clear bulleted list of specific improvements to be installed (1) prior to opening (i.e., improvements necessary prior to any occupancy in Subphase 1), (2) prior to "Remaining Phase 1", (3) prior to Phase 2, and (4) to be installed when warranted (i.e., any traffic signal recommended but not warranted prior to opening).

4. Conceptual truck turning templates should be provided prior to final approval by the Township of the concept plans. As AASHTO doesn't have a design vehicle specific to the maximum allowed for PA, a "modified" or "custom" vehicle is often created, with a 41-foot KRA, and a 53-foot trailer length. However, for the purposes of off-tracking, using a WB-62 provides the correct results. Either a WB-62 or a custom vehicle should be used to verify all turning movements.

5. Based on the provided analysis, the southbound approach of the intersection of Limekiln Road and I-83 SB is expected to operate at LOS F at the completion of Subphase 1 in 2025. Additional traffic signal warrant analysis has been provided separately via email for Subphase 1 which indicates a signal may be warranted in 2025. Incorporate the traffic signal warrant analysis provided separately via email for Subphase 1 into the TIS.

6. A recommendation has been added to the traffic study to install an eastbound left turn lane in conjunction with anticipated signalization of the intersection of Limekiln Road/I-83 Southbound Ramps. Turn lane warrant and length analysis was provided separately via email for this turn lane and should be incorporated into the TIS. Based on the results of the turn lane warrant and length analysis, a 175' eastbound left turn lane is warranted, but the applicant is only proposing to install a 100' turn lane. A concept plan depicting this improvement has been provided separately via email for this turn lane and should be revised to depict right-of-way lines and incorporated into the TIS.

7. Verify the HCM 95th percentile queues noted for the eastbound approach at the intersection of Limekiln Road and I-83 SB for consistency between the queue tables and the analysis during the morning peak hour.

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McMAHON
a Bowman company

Stephen Waller, Township Codes Administration Director
June 23, 2023
915321.11

Transportation Impact Fee

In accordance with the Fairview Township Impact Fee Ordinance, (Ord. No. 2015-4), the weekday afternoon peak hour trip generation of this proposed development within Fairview Township will be subject to the Township's transportation impact fee. The proposed Burkentine Real Estate Group (Sienna Residential) development is located in Fairview Township Transportation Service Area #1 (TSA-1), which has a Transportation Impact fee of $1,583 per new weekday afternoon peak hour trip. The proposed Sienna development is anticipated to generate approximately 399 new trips during the weekday afternoon peak hour based on trip generation information provided in the TIS, for a total estimated transportation impact fee of $631,617. A final determination of the transportation impact fee and any potential credits, in accordance with the Act 209 law, will occur as the project moves through the Township approval process.

If there are any questions, or if further clarification is necessary relative to the TIS review or preliminary impact fee assessment, please contact me at your convenience.

Sincerely,

Jodie L. Evans

Jodie L. Evans, P.E., PTOE
Senior Project Manager

P:\915321 Fairview Twp Traffic Rvws\Traffic Reviews\915321.11 Spanglers Mill Sienna Res Dev\2023 June TIS\2023 6 23 Sienna June 2023 TIS McM Review.docx

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E-mail: rettew@rettew.com • Website: rettew.com

Engineers
Environmental Consultants
Surveyors
Landscape Architects
Safety Consultants

June 20, 2023

Drew Bitner, PE
Fairview Township Engineer
Fairview Township Municipal Building
599 Lewisberry Road
New Cumberland, PA 17070

RE: Sienna
Preliminary Land Development Plan
Review No. 4
RETTEW Project No. 062052018

Dear Mr. Bitner:

We have completed our review of the above-referenced plan as prepared by Alpha Consulting Engineers, Inc. Our review was of the following information:

1. 7 of 89 plan sheets dated June 4, 2021, revised May 31, 2023
2. Comment response letter dated June 5, 2023
3. Fire truck turning exhibits.

We have the following comments for your consideration:

SUBDIVISION AND LAND DEVELOPMENT

1. All certificates need to be completed prior to plan approval (§ 260-14.A.12, 260-14.A.13).
2. Provide a draft of any protective covenants, if any (§ 260-14.A.27).
3. A Traffic Impact Study needs to be provided (§ 260-14.A.28). The Traffic Impact Study needs to be reviewed by the Township's traffic consultant.
4. A PennDOT Highway Occupancy Permit and Township Road Occupancy Permit will be required (§ 260-14.B.3, 260-15.B.3).
5. A guarantee for the perpetual maintenance of the boulevard needs to be provided (§ 260-25.D).
6. The site may be subject to the Transportation Impact Fee, as determined by the Township (§ 260-50).
7. Evidence of design approval and capacity for water and sewage facilities needs to be provided.

STORMWATER MANAGEMENT

1. All certificates need completed (§ 252-21.D, 252-21.F.(11)).
2. The carbonate geology certification needs to be completed (§ 252-18.A.(4)).
3. Any stormwater facility located on state highway rights-of-way shall be subject to PennDOT approval (§ 252-16.A). Additionally, a reciprocal maintenance agreement, in a recordable form acceptable to the Township, assigning all maintenance responsibilities and liability to the applicant for any stormwater facilities within the PennDOT rights-of-way, will need to be provided.

Additional comments may be generated based on plan presentation, clarification of comments, and plan revisions. If you have any questions regarding these comments, please contact me.

Sincerely,

Michael R. Knouse, PE
Project Manager

copy: John Murphy, Alpha Consulting Engineers, Inc., **VIA EMAIL**
Steve Waller, Fairview Twp. Code Admin. /Zoning Officer, **VIA EMAIL**

Z:\Shared\Projects\06205\062052018 Sienna\CM\Fairview Twp_PLDP Review 4_2023-06-20.docx

EXHIBIT D

SIENNA DEVELOPMENT PLOT PLAN

LEGEND

- Existing Gas Line/Valve/Pipeline
- Soil Survey Line
- Existing Sanitary Line, Manhole
- PROPOSED 8" GRAVITY SANITARY SEWER; MANHOLE; ID#; UNIT LATERAL; FLOW DIRECTION
- SANITARY SEWER FORCE MAIN
- PROPOSED CURB
- PROPOSED EDGE OF PAVEMENT
- PROPOSED LOT LINE
- POSSIBLE PHASE LINE

	SOIL SYMBOL	SOIL DESCRIPTION	SLOPE (%)	DEPTH TO HIGH WATER TABLE PER S.C.S. SOIL SURVEY	DEPTH TO BEDROCK PER S.C.S. SOIL SURVEY	HYDROLOGIC SOIL GROUP
*	CkA	Clarksburg Silt Loam	0-3	2'+	78"+	C
*	DuB	Duffield Silt Loam	3-8	6'+	78"+	B
	DuC	Duffield Silt Loam	8-15	6'+	78"+	B
*	EkB	Elk Silt Loam	3-8	6'+	78"+	B
	HdF	Hagerstown Rock Outcrop	25-60	6'+	78"+	B
*	Lw	Lindside Silt Loam	---	2'+	78"+	C
	MnA	Monongahela Sil Loam	0-3	2'+	78"+	C/D
	W	Water				

* PRIME FARMLAND ACCORDING TO THE USDA YORK COUNTY SOIL SURVEY

TRACT 3 NOTES:
1. THERE ARE NO WETLANDS ON THIS SITE.
2. THE ENTIRE SITE WILL BE SERVED WITH PUBLIC WATER.

POSSIBLE FUTURE LOT #1
12.11 ACRES
(ONE SINGLE FAMILY DWELLING)

POSSIBLE FUTURE LOT LINE CONFIGURATION BETWEEN LOTS #1 AND 2 (NOT CURRENTLY APPROVED)

POSSIBLE FUTURE LOT #2 CONFIGURATION, WITH POTENTIAL DEVELOPMENT (NOT CURRENTLY APPROVED)
13.53 ACRES
(32 RESIDENTIAL UNITS)

PLANNED COMMUNITY TRACT #3
109.89 ACRES
(655 RESIDENTIAL UNITS)

PRIVATE PRESSURE SEWER LATERAL TO SERVE MANSION

EXISTING ON-LOT WATER SUPPLY WELL TO REMAIN

PROPOSED SEWAGE PUMP STATION

PRIVATE LOW PRESSURE SANITARY SEWER FORCE MAIN

POINT OF SANITARY SEWER CONNECTION (EX. FORCE MAIN)

FUTURE 8" SDR-35 PVC GRAVITY SEWER MAIN (BY OTHERS)

20' WIDE FUTURE SEWER EASEMENT (BY OTHERS)

PLANNED COMMUNITY TRACT #3
109.89 ACRES
(655 RESIDENTIAL UNITS)

FUTURE 8" SDR-35 PVC GRAVITY SEWER MAIN (BY OTHERS)

PLANNED COMMUNITY TRACT #3
109.89 ACRES
(655 RESIDENTIAL UNITS)

FUTURE 8" SDR-35 PVC GRAVITY SEWER MAIN (BY OTHERS)

NO.	DATE	DESCRIPTION	BY
2	3-8-2022	ADDED PARCELS TO THE NORTH	TCS
1	2-22-2022	MOVED PUMP STATION	TCS

DESIGN : ---
DRAWN : ---
CHECKED : ---
DATE : 8-4-2021

ALPHA CONSULTING ENGINEERS, INC.
PLANNING • ENGINEERING • SURVEYING
115 LIMEKILN RD, P.O. BOX 'G'
NEW CUMBERLAND, PA 17070
PHONE: (717) 770 - 2400
FAX: (717) 770 - 2400
WWW.ALPHAGEI.COM

SEAL

PLOT PLAN
FOR
SIENNA
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

PROJECT NO. 319582
SURVEY BOOK :
SCALE : 1" = 100'
DWG : X:\319582.dgn\319582\
FILE : Dwg\Use Setup.dgn
SHEET 1 of 1

GRAPHIC SCALE 1" = 100'

EXHIBIT E

REQUEST FOR WASTEWATER SERVICE FROM DEVELOPER

EXHIBIT E

BURKENTINE

July 19, 2024

Stephen DeFriece
Engineering Project Manager
PA American Water
852 Wesley Drive
Mechanicsburg, PA 17055

RE: Sienna Development Sewer Service

Dear Mr. DeFriece:

Please consider this letter as a formal request for sewer service at the Sienna development located in Fairview township, located at the northwest intersection of Limekiln Road, and Spanglers Mill Road. We are requesting 694 EDU's for the entire project, with an estimated 117,500 gpd of flow.

If you have any questions or concerns, please feel free to contact me at 717-634-7243 or my email kyle@burkentine.com. Thank you for your time and consideration in this matter.

Sincerely,

Kyle Gillespie
Sr. Land Development Manager

EXHIBIT E

BURKENTINE

July 23, 2024

Stephen DeFriece
Engineering Project Manager
PA American Water
852 Wesley Drive
Mechanicsburg, PA 17055

RE: Sienna Development Sewer Service

Dear Mr. DeFriece:

Please consider this letter as a formal request from Sienna Fee Simple LLC (The developer/owner) for sewer service at the Sienna development in Fairview Township, located at the northwest intersection of Limekiln Road, and Spanglers Mill Road.

The project consists of 655 total residential units, with a mix of single family, single family attached, and multi-family dwellings. The overall project will be developed in two phases. The first phase consists of 356 total units. The project was reviewed by the York County Planning Commission on January 18, 2023. The project was approved by the Fairview Township Board of Supervisors on November 17, 2023. The plan was recorded on November 28, 2023. The plan is recorded under book 2806, page 5682, including pages 5682 to 5710 with instrument number 2023045949.

We are requesting 694 EDUs for the entire project, with an estimated 117,500 gpd of flow. The request for service will also serve as a letter of intent to enter into and execute an extension deposit agreement immediately upon receipt of approval by the Pennsylvania Public Utility Commission, of the application for service territory in Fairview Township, York County.

If you have any questions or concerns, please feel free to contact me at 717-634-7243 or my email kyle@burkentine.com. Thank you for your time and consideration in this matter.

Sincerely,

Kyle Gillespie
Sr. Land Development Manager

EXHIBIT F

APPLICATIONS AND ORDERS FOR FAIRVIEW TOWNSHIP TERRITORY

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held December 17, 2015

Commissioners Present:

Gladys M. Brown, Chairman
John F. Coleman, Jr., Vice Chairman
Pamela A. Witmer
Robert F. Powelson
Andrew G. Place

Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania	A-2015-2486532

ORDER

BY THE COMMISSION:

By the application (Application) filed on June 5, 2015, the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, PA 17033, seeks a certificate of public convenience pursuant to Sections 1102(a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. §§ 1102(a)(1)(i), and (3), evidencing Commission approval of: 1) the acquisition by PAWC-WD of substantially all of the wastewater system assets of Fairview Township,

and 2) the right of PAWC-WD to begin to offer or furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania. PAWC-WD is a wholly-owned division of the Pennsylvania-American Water Company (PAWC), utility code 212285.

I. BACKGROUND AND AFFECTED ENTITIES

Proofs of publication and service to appropriate entities were submitted by PAWC-WD. In addition, notice of this Application was published in the *Pennsylvania Bulletin*, 45 Pa.B. 3297, on Saturday, June 20, 2015. The protest period ended July 6, 2015. No protests were filed and no hearings were held.

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC-WD is currently engaged in the business of collecting, treating, transporting and disposing of wastewater and sewage for the public. PAWC-WD and its parent company, PAWC, respectively furnish wastewater and water service to the public in service territories encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. As of April 30, 2015, PAWC-WD furnished wastewater service to 17,198 customers as follows: 16,254 residential, 882 commercial, 7 industrial, 51 municipal and 4 bulk. The Application provided a description of PAWC-WD's and PAWC's certificated service territories, along with a detailed history that outlined all the mergers, acquisitions and consolidations which have created PAWC-WD and PAWC as both utilities exist today.

Fairview Township is a township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania, which owns and operates wastewater systems that provide wastewater collection, conveyance, treatment and disposal services to the public in Fairview Township, York County. Two of Fairview Township's

wastewater systems include wastewater treatment plants (WWTPs) while the third system collects and conveys wastewater to a WWTP owned and operated by a municipal authority in another municipality. As of April 30, 2015, Fairview Township furnished wastewater service to 3,912 customers consisting of 3,724 residential and 188 commercial customers. Fairview Township has a mailing address of 599 Lewisberry Road, New Cumberland, PA 17070.

II. LOCATION OF FACILITIES TO BE ACQUIRED

Fairview Township is located in the northern most portion of York County. Cumberland County and the Yellow Breeches Creek border Fairview Township to the northwest and Dauphin County and the Suquehanna River border the Township to the northeast. Two interstate highways, I-83 and I-76 (Pennsylvania Turnpike) traverse the Township. Interstate I-83 crosses the Township generally from north to south while the Pennsylvania Turnpike crosses from east to west. The junction of the two interstate highways is situated in the northern portion of the Township. According to mapping depicting the existing sewer areas in Fairview Township's Act 537 Sewage Facilities Plan Update (Act 537 Plan Update) approved by the Pennsylvania Department of Environmental Protection (DEP) on July 27, 2011, Fairview Township's wastewater system assets are situated within the following three service areas that are generally described in terms of each service area's proximity to Interstate I-83 and the Pennsylvania Turnpike:

1. Fairview Township's North WWTP service area, which is generally the northcentral and northeastern portions of Fairview Township situated along the Interstate I-83 corridor between the Pennsylvania Turnpike and Reesers Summit and extending east to the Susquehanna River,

2. Fairview Township's South WWTP service area, which is generally the south-central portion of Fairview Township situated along the Interstate I-83 corridor between Reesers Summit and the border with Newberry Township, and

3. Lower Allen Township's WWTP service area, which is generally the developed portion of Fairview Township located north of the Pennsylvania Turnpike and west of Interstate I-83.

Maps depicting the proposed wastewater service territory and a description of the proposed territory's boundaries are contained in the Application marked as Exhibit L. The proposed overall wastewater service territory area encompasses approximately 7,517 acres. PAWC provides water service in a portion of Fairview Township and Fairview Township's wastewater systems are contained within PAWC's existing water system footprint.

III. DESCRIPTION OF FACILITIES TO BE ACQUIRED

As of December 31, 2014, Fairview Township owned and maintained wastewater system assets that include approximately 360,600 feet (68 miles) of collection and conveyance pipe, approximately 1,700 manholes, 12 pump stations, and two wastewater treatment plants. Fairview Township's wastewater system assets consist of three separate systems. Two of Fairview Township's wastewater systems, the North and South wastewater systems, provide collection, conveyance, treatment and disposal services to approximately 3,300 customers while its third system provides wastewater collection and conveyance services to approximately 600 customers with treatment and disposal provided by the Lower Allen Township Authority's wastewater treatment facility.

Fairview Township's North WWTP service area, generally situated in the northcentral and northeastern portions of the Township, has a collection and conveyance

system that includes approximately 99,200 feet (18 miles) of sewer pipe, approximately 510 manholes and four pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the North WWTP (North WWTP's 2014 Report), the North WWTP's collection and conveyance facilities include sewer mains ranging in size from 8 to 12 inches in diameter. The North WWTP's 2014 Report states there are no known major problems within the North WWTP's collection system and there are no combined sewers in the collection system. Further, the North WWTP's 2014 Report states the oldest sewer lines contributing flow to the North WWTP were constructed in 1965 and describes the overall condition of the collection system as being reflective of its age and materials of construction.

The North WWTP operates under the National Pollutant Discharge Elimination System (NPDES) Permit No. PA0081868 and has a permitted and designed average wastewater flow of 0.726 million gallons per day (MGD) based on monthly average flow and 1.206 MGD based on maximum monthly flow. Following its original construction in 1965, the North WWTP underwent upgrades in 1992 and again in 2013. Improvements to the wastewater treatment plant constructed in 2013 consisted of a new headworks building, screening and replacement of chlorine disinfection with ultraviolet (UV) disinfection. The North WWTP's process now consists of preliminary screening, extended aeration activated sludge, final clarification and UV disinfection. Solids are wasted periodically and are transported to Fairview Township's South WWTP for further processing. The effluent is discharged into Lower Allen Township Authority's outfall interceptor that leads to the Susquehanna River, which is governed by the Fairview Township and Lower Allen Township Authority agreement for Fairview Township to have capacity rights to discharge treated wastewater into Lower Allen Township Authority's outfall interceptor. In addition, Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the North WWTP's NPDES Permit.

Fairview Township's South WWTP service area, generally situated in the southcentral portion of the Township, has a collection and conveyance system that includes approximately 210,600 feet (40 miles) of sewer pipe, approximately 1,010 manholes and six pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the South WWTP (South WWTP's 2014 Report), the collection and conveyance facilities include sewer mains ranging in size from 8 to 16 inches in diameter. The South WWTP's 2014 Report states there are no known major problems within its collection system which was primarily constructed in 1993. The South WWTP's 2014 Report describes the collection system as in relatively good condition. There are no combined sewers in the South WWTP's collection system.

The South WWTP operates under NPDES Permit No. PA0082589 and has the permitted and designed average wastewater flow of 0.50 MGD based on monthly average flow and 0.94 MGD based on maximum monthly flow. The South WWTP was constructed in 1993 and consists of preliminary screening, sequencing batch reactors and disinfection with chorine. The treated wastewater is discharged to an unnamed tributary to Fishing Creek. Solids handling facilities are comprised of an aerobic digester/storage tank and belt press filtration. Dewatered biosolids are disposed of at Modern Landfill in Lower Windsor and Windsor Townships, York County. Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the South WWTP's NPDES Permit.

Fairview Township's wastewater service area that collects and conveys wastewater flow to the Lower Allen Township Authority's WWTP, generally situated in the northwest portion of the Township, has a collection and conveyance system that includes approximately 50,800 feet (10 miles) of sewer pipe, approximately 200 manholes, and two pump stations. According to PAWC, the collection area encompasses

approximately 670 acres and the collection and conveyance facilities include interceptors and gravity sewer mains ranging in size from 8 to 10 inches in diameter along with 2 inch diameter force mains that transport wastewater to the Lower Allen Township Authority's WWTP. The flow of wastewater from Fairview Township to the Lower Allen Township Authority WWTP is governed by an agreement between the two entities that allocates reserve capacity to Fairview Township at the Lower Allen Township Authority's WWTP for the collection, transportation, treatment and discharge of sewage.

IV. PURCHASE AGREEMENT

On June 1, 2015, PAWC-WD entered into a purchase agreement (Agreement) with Fairview Township by which PAWC-WD agreed to purchase the wastewater system assets of Fairview Township for the consideration of $16,800,000. In addition, PAWC-WD will pay Fairview Township for the costs incurred by Fairview Township less the reimbursement from the Pennsylvania Turnpike Commission for the Lewisberry Road sewer main relocation project, referred to as the Turnpike Relocation Project, up to a maximum of $1,000,000. Both the purchase price and the reimbursement shall be paid to Fairview Township on the date of closing. A copy of the Agreement is attached to the Application and is marked as Exhibit F. According to PAWC-WD, the negotiations were conducted at arm's length. PAWC-WD and Fairview Township are not affiliated with each other. Also, PAWC-WD states no investment securities will be transferred in the proposed transaction.

PAWC-WD will purchase Fairview Township wastewater system assets as defined in the Agreement's Section 1.1. Generally, the Agreement states that every asset, property and right owned by Fairview Township and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the wastewater systems owned by Fairview Township shall be conveyed. Also, included in the acquired

assets is the remaining deposit balance from the contract with the Red Barn Trading Company as well as developer/customer deposits.

Excluded assets are described in the Agreement's Section 1.2 and specifically exclude sewer service laterals on the customer side, any and all grinder pump units and related appurtenances of the individual customers, and all storm water system facilities as well as the assets listed in the Agreement's Schedule 1.2. The list of excluded assets in the Agreement's Schedule 1.2 consists of cash, accounts receivable, two-way radio communications equipment, 2005 John Deere tractor, 2011 Ford F-550 truck, Mitel phone equipment, Trimble survey equipment and a push camera. Excluded liabilities are discussed in the Agreement's Section 1.3 and specifically exclude any liabilities of Fairview Township including any obligations owed by Fairview Township to others.

The Agreement's Section 4.8 mentions that, at the time of closing, PAWC-WD and Fairview Township will enter into a mutually agreeable lease to allow Fairview Township's continued use of the existing yard waste and household electronics recycling center located adjacent the Fairview Township's North WWTP until such time as Fairview Township is able to relocate the recycling center to another site.[1]

The Agreement's Schedule 4.11 lists a land lease agreement between the Fairview Township Authority and the Pennsylvania Cellular Telephone Corp., dated April 18, 1996, for the installation of a communication tower. The initial annual rent was $13,200 and is adjusted periodically based upon the National Consumer Price Index. The maximum length of term for this lease is 25 years. Schedule 4.11 also lists the

[1] See Docket U-2015-2507298 filed by PAWC-WD on October 5, 2015. The term of the subject Lease is three years and the rent will be $1.00 annually. In addition, Fairview Township has agreed to pay PAWC-WD 10% of all taxes or assessments against the premises located at 57 Fairview Road, New Cumberland, Pennsylvania 17070. The property PAWC-WD is acquiring from Fairview Township for the North WWTP is comprised of six separate parcels of which two appear to contain the proposed lease area for the recycling center.

assignment of the communication tower's land lease agreement to Fairview Township dated June 25, 1997.

The Agreement's Section 4.12 and Schedule 4.12 identify the following known contracts that Fairview Township has relating to its wastewater systems:

1. Red Barn Trading Agreement of Sale - On April 10, 2008, the Fairview Township Authority and Fairview Township entered into an agreement with the Red Barn Trading Company for the Fairview Township Authority and Fairview Township to purchase in advance $375,000 nitrogen water quality nutrient credits for a period of 15 years. Each year $12,500 of this advance payment is used to meet the annual obligation. As of December 31, 2014, $312,500 of the advance payment was still available. During 2014, Fairview Township paid $100,051, net of the $12,500 advance payment, for the nutrient credits. Fairview Township has commitments through 2024 of $1,016,477, net of the advance payment of $312,500 as of December 31, 2014. According to the Agreement, the Red Barn Trading Agreement of Sale will be assigned to PAWC-WD.

2. Reservation of Capacity Fee Agreements - The following is a list of the six owners who purchased capacity fee reservations from Fairview Township along with their equivalent dwelling unit (EDU) allocation: Chris McKinney (1 EDU); Paul E. Shearer Trust (3 EDUs); DJH Penn Valley (13 EDUs); Eastern Development & Planning (157 EDUs); Old York Developers, LLC (26 EDUs); and Gemcraft Homes (39 EDUs). While the Application references these agreements, the filing is silent as to whether PAWC-WD will assume the same. Therefore, we shall direct PAWC-WD to provide copies of the agreements and clarify its intention thereto.

3. Prepaid Tapping Fee Agreements - The following is a list of 8 owners who purchased prepaid tapping fees with their remaining EDUs and associated EDU value: Briarcliff, Phase 1 & 2 (3 EDUs, $9,045); Old Orchard, Phase 3 (46 EDUs, $204,240); Woods @ Deer Run (7 EDUs, $31,080); Pelleschi (2 EDUs, $8,880); Beinhower (2 EDUs, $8,880); Woodbridge, Phase 7 – S&A (6 EDUs, $26,640); Woodbridge, Phases 8-11 (31 EDUs, $252,030); and Weatherstone (27 EDUs, $108,27). According to the Agreement, the Prepaid Tapping Fee Agreements will be assigned to PAWC-WD.

4. Lower Allen Township Agreement for Connection to the Outfall Line of the Lower Allen Township Authority - The original agreement was between the Fairview Township Authority and the Lower Allen Township Authority is dated December 28, 1976. This agreement was amended twice: first on June 6, 1994 and then on March 13, 2000. The total reserved outfall capacity from Fairview Township's North wastewater treatment plant in the Lower Allen Township Authority outfall line is 726,000 gallons per day. According to the Agreement, the Connection to the Outfall Line of the Lower Allen Township Authority Agreement will be assigned to PAWC-WD.

5. Lower Allen Township Agreement for Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township - The original Agreement between the Fairview Township/Fairview Township Authority and the Lower Allen Township is dated December 28, 1976. This agreement was amended twice; first on September 6, 1990 and then on September 4, 1997. This agreement with Lower Allen Township is for the collection, transportation, treatment and discharge of sewage from portions of Fairview Township. According to the Agreement, the Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township Agreement with Lower Allen Township will be assigned to PAWC-WD.

Finally, the Agreement's Section 6.2.3 states that PAWC-WD will construct at its sole cost and expense the Phase 2 Collection System Extension within the North WWTP's service area as identified in Fairview Township's Act 537 Plan Update. The Phase 2 Collection System Extension will be constructed within the time frame stipulated and agreed to with DEP, which as of June 1, 2015, is December 31, 2016. Prior to closing, Fairview Township shall have completed the design for the Phase 2 Collection System Extension and shall have all permits in hand and shall have secured easements, rights-of-way and property necessary for the project. The Phase 2 Collection System Extension will include the construction of 21,425 feet of gravity sewer pipe; 9,110 feet of force main; 735 feet of low pressure sewer pipe and three pump stations. The project is expected to cost approximately $8,297,000 and will serve approximately 250 additional customer connections.

V. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD provided supplemental information stating it will spend approximately $13.1 million on improvements to Fairview Township's wastewater system and anticipates completing the capital improvements within the first five years of ownership. Of the $13.1 million in proposed improvements, approximately $8.3 million is for the construction of the sewer extension to serve Fairview Farms, which is identified as the Phase 2 Sewer Project in Fairview Township's Act 537 Plan Update. The Meadowbrook Mobile Home Park is included in the Fairview Farms sewer service area.

PAWC-WD
Capital Improvements Schedule and Cost Estimate
for Fairview Township Wastewater Systems

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Infiltration and Inflow Study	$46,970	$53,680	$0	$0	$0	$100,650
Targeted Sewer Replacements	$0	$0	$1,006,500	$1,006,500	$1,006,500	$3,019,500
Flow Meter Installation	$134,200	$0	$0	$0	$0	$134,200
Safety and Security	$67,100	$0	$0	$0	$0	$67,100
Pump Station SCADA	$106,018	$0	$0	$0	$0	$106,018
Pump Station Improvements	$201,300	$247,599	$0	$0	$0	$448,899
Treatment Plant SCADA	$127,490	$0	$0	$0	$0	$127,490
Treatment Plant Improvements	$134,200	$641,476	$0	$0	$0	$775,676
Phase 2 Sewer Project	$4,148,257	$4,148,257	$0	$0	$0	$8,296,514
TOTALS	**$4,965,535**	**$5,091,012**	**$1,006,500**	**$1,006,500**	**$ 1,006,500**	**$13,076,047**

The following are the tentative journal entries that will be used to record the Fairview Township wastewater system purchase into the accounts of PAWC-WD:

	Debit	Credit
Utility Plant	$27,499,024	
Accumulated Depreciation		$12,213,025
Utility Plant Acquisition Adjustment	$1,514,001	
Short Term Debt		$16,800,000

PAWC-WD will undertake an original cost study and will establish the depreciated original costs of Fairview Township's wastewater system assets including any contributed property. Subsequently, PAWC-WD will amend the pro forma balance sheet giving effect to the transfer. PAWC-WD will initially finance the purchase by short term bank debt that will be replaced through the issuance of long-term debt at the appropriate time.

VI. PROPOSED RATES

At the time of closing, the Fairview Township wastewater customers will be transferred to PAWC-WD at Fairview Township's existing rates, which shall be maintained at least until December 31, 2017 as specified in the Agreement. However, PAWC-WD intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. In addition, PAWC-WD will apply its currently tariffed rules and regulations as well as miscellaneous fees including the capacity reservation fee in lieu of Fairview Township's current tap-in fee effective at closing.

For residential customers, Fairview Township currently charges a quarterly flat rate of $192 per EDU in accordance with Sections 232-14 and A302-1of its municipal ordinances. Further, Section 232-13 of Fairview Township's municipal ordinance, last amended December 6, 2010, defines an EDU as a daily sewage flow in any amount up to 225 gallons per day. Accordingly, a typical Fairview Township residential customer using 10,950 gallons per quarter with a 1 EDU allocation currently pays $192 quarterly or $768 annually. After closing, the same Fairview Township residential customer will pay $64 monthly or $768 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township residential customer would pay $54.51 per month ($7.50 Service Charge + [$1.2880 Usage Charge/100 gallons x 3,650 gallons]) or $654.12 annually.

PAWC-WD represents that the Fairview Township non-residential customers are metered and billed on a volumetric-basis. Accordingly, a typical Fairview Township non-residential customer using 55,290 gallons per quarter with a 1 EDU allocation currently pays $636.17 quarterly ($233.00 per EDU + [(55,290 gallons – 20,250 gallons) x $1.1506/100 gallons]) or $2,544.68 annually. After closing, the same Fairview Township non-residential customer will pay $212.06 monthly ($77.67 per EDU +

[(18,430 gallons – 6,750 gallons) x $1.1506/100 gallons]) or $2,544.72 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township non-residential customer would pay $226.31 monthly ($20.00 Service Charge + [$1.1194 Usage Charge/100 gallons x 18,430 gallons]) or about $2,715.72 annually.

We note that Fairview Township also has a non-metered quarterly flat rate contained in Sections 232-14 and A302-1 of its municipal ordinances. For clarification, we shall direct PAWC-WD to confirm whether all non-residential customers are metered and, if not, how those customers will be billed.

In supplemental information provided, PAWC-WD estimated its annual revenue based upon Fairview Township's 2014 financial information will be approximately $4,198,000. PAWC-WD estimated its annual operating expenses will be $2,191,000 producing an estimated operating income of approximately $2,007,000 ($4,198,000 Annual Revenues – $2,191,000 Annual Expenses).

VII. OPERATIONS UNDER PAWC-WD

PAWC-WD's target date to begin providing service to the homes currently served by the Fairview Township wastewater systems is immediately upon closing. PAWC-WD stated Fairview Township's wastewater systems will be operated as stand-alone systems and will be operated and managed from PAWC's Mechanicsburg operations.

VIII. ACT 537 SEWAGE FACILITIES PLAN AND LAND-USE PLANNING COMPLIANCE

PAWC-WD stated its proposed service territory is in accordance with Fairview Township's Act 537 Plan Update as approved by DEP on July 27, 2011. The proposed service territory includes the Timber Ridge and Fairview Farms areas of Fairview

Township. The Timber Ridge area is being served by the Phase 1 Collection System extension to the North WTTP. The Fairview Farms area will be served by the Phase 2 Collection System extension to the same plant.

PAWC-WD sent letters to Fairview Township and the York County Planning Commission seeking verification that its acquisition of the Fairview Township wastewater system will comply with municipal and county land use planning. PAWC-WD submitted copies of the subject request letters that it sent to Fairview Township and York County along with corresponding certified mail receipts as well as the responses from entities indicating the acquisition is in compliance with current municipal and county land use planning.

IX. OTHER CONSIDERATIONS

According to DEP, PAWC-WD and Fairview Township have no outstanding compliance or operational issues. Also, PAWC-WD is current with its annual, quarterly earnings and security planning and readiness report filing requirements. Further, PAWC-WD has no outstanding fines or assessments due to the Commission.

X. CONCLUSION

PAWC-WD avers the proposed transfer will have no detrimental effect on the service provided to PAWC-WD's existing customers or the customers transferred by Fairview Township. The transferred customers will receive the benefit of PAWC-WD's experience in managing and operating wastewater systems which will result in efficiencies and improvements in service. PAWC-WD's existing customers will benefit because the acquisition will expand the customer base, over which existing costs are recovered and thereby stabilize per-customer costs. PAWC-WD also has the managerial, technical and financial capabilities to safely and adequately operate the Fairview

Township's wastewater systems in compliance with the Public Utility Code, the Clean Streams Law and other regulatory requirements, and to make improvements as needed, on a short and long term basis.

Based upon the facts that PAWC-WD will expand its service territory to customers in compliance with Commission regulations and that PAWC-WD will be meeting the needs of new customers without any detriment to its existing customers, the Commission finds that granting PAWC-WD's application for the acquisition is necessary or proper for the service, accommodation, convenience, or safety of the public; **THEREFORE,**

IT IS ORDERED:

1. That the Application of the Pennsylvania-American Water Company - Wastewater Division at Docket A-2015-2486532 is hereby approved.

2. That Pennsylvania-American Water Company - Wastewater Division shall notify the Commission within 10 days of the closing with Fairview Township.

3. That upon notice of closing, a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(1)(i) evidencing Commission approval for the Pennsylvania-American Water Company - Wastewater Division to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview Township, York County.

4. That within 10 days of the date of this Order, Pennsylvania-American Water Company - Wastewater Division shall provide the Commission with clarification as to how each of Fairview Township's 188 non-residential wastewater customers were previously billed (i.e., flat rate, volumetric-based, or other) in order to verify

Pennsylvania-American Water Company – Wastewater Division's commitment to retaining the same rates as Fairview Township.

5. That a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(3) evidencing Commission approval of the acquisition by the Pennsylvania-American Water Company - Wastewater Division of substantially all of the wastewater system assets of Fairview Township as described in the Application.

6. That Pennsylvania-American Water Company - Wastewater Division will file copies of its original cost study of the wastewater system assets acquired from Fairview Township with the Secretary's Bureau and the Bureau of Technical Utility Services, upon completion of said study.

7. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Reservation of Capacity Fee Agreements listed in the Application's Schedule 4.12 with the Secretary's Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township and clarify whether PAWC-WD will assume responsibility for the agreements.

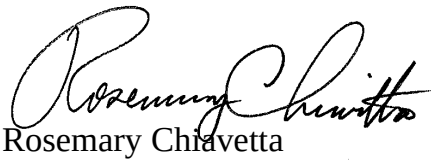
8. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Prepaid Tapping Fees Agreements listed in the Application's Schedule 4.12 with the Secretary's Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township.

9. That Pennsylvania-American Water Company - Wastewater Division shall file a tariff supplement incorporating Fairview Township's wastewater service territory and existing wastewater service rates within 10 days following the date of closing, to become effective on one day's notice.

10. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company - Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

11. That a copy of this Order be served upon The Pennsylvania-American Water Company - Wastewater Division, York County Commissioners, Fairview Township Board of Supervisors, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, the Department of Revenue, the Bureau of Corporate Taxes, the Department of Environmental Protection – Southcentral Regional Office and its Central Office Bureau of Regulatory Counsel.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 17, 2015

ORDER ENTERED: December 17, 2015

PENNSYLVANIA
AMERICAN WATER

Corporate Counsel
800 Hershey Park Drive
Hershey PA 17033
P (717) 531-3208
F (717) 531-3399
susan.marsh@amwater.com

Susan Simms Marsh
Corporate Counsel

June 5, 2015

Rosemary Chiavetta
Pennsylvania Public Utility
Commission
Commonwealth Keystone Building
400 North Street, PO Box 3265
Harrisburg, PA 17105-3265

In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.

Dear Ms. Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of $350 for the Commission's filing fee.

Sincerely,

Susan Simms Marsh

Enclosures
cc: Office of Consumer Advocate
Office of Small Business Advocate
Department of Environmental Protection

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's, assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.
Application No. _____

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company ("Pennsylvania-American" or "PAWC") hereby requests that the Pennsylvania Public Utility Commission ("PUC" or the "Commission") issue Certificates of Public Convenience evidencing its approval under Sections 1102(a) and 507 of the Public Utility Code (66 Pa.C.S. §1102(a), 507) of: (1) Pennsylvania-American's acquisition of substantially all of the assets, properties and rights of the Township of Fairview ("Fairview") related to, or used in connection with, its wastewater system; (2) Pennsylvania-American's right to offer, render, furnish and supply wastewater service in the areas served by Fairview, pursuant to Fairview's Act 537 Plan as filed and approved on July 27, 2011 by the Pennsylvania Department of Environmental Protection ("DEP").

2. The name and address of the Applicant is:

Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033

3. The names and address of the Applicant's attorney are:

Susan Simms Marsh, Esquire
Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033
(717) 533-5000

4. Fairview Township, York County, Pennsylvania is a township of the second class and is the owner and operator of a public sanitary wastewater treatment, collection and disposal system providing wastewater services to the public in a service territory encompassing portions of the Township of Fairview, York County, Pennsylvania. Pennsylvania-American currently provides water service to Fairview Township. Letters Patent were issued on December 31, 1903 to Fairview Township Water Company for the purpose of supplying and furnishing water to the public and such individuals, partnerships or corporations residing or being in the Township of Fairview, York County. On February 17, 1904, Letters Patent were issued merging Fairview Water Company into Riverton Consolidated Water Company (now known as Pennsylvania-American Water Company). In addition, the Commission approved, under Docket No. A-212285 (1987), Pennsylvania-American Water Company's acquisition of Red Land Water Company which served a portion of Fairview Township.

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. A description of Pennsylvania-American's certificated water and wastewater service territory is found in Exhibit A, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania-American as it exists today.

6. As of April 30, 2015, Fairview furnishes wastewater service to 3,912 customers, as follows:

Residential	3,724
Commercial	188

7. As of April 30, 2015, Pennsylvania-American furnished wastewater service to 17,198 customers, as follows:

Residential	16,254
Commercial	882
Industrial	7
Municipal	51
Bulk	4

A. TRANSFER, BY SALE, OF SUBSTANTIALLY ALL OF THE TOWNSHIP OF FAIRVIEW'S ASSETS, PROPERTIES AND RIGHTS RELATED TO ITS WASTEWATER SYSTEM TO PENNSYLVANIA-AMERICAN WATER COMPANY

All of the preceding and succeeding paragraphs are incorporated by reference into this sub-part A.

Summary of the Transaction

8. On June 1, 2015 Fairview entered into an agreement with Pennsylvania-American to sell the wastewater assets of Fairview.

Background Financial Information

9. There is attached hereto the unaudited balance sheet of Fairview as of December 31, 2014 (Exhibit B), which is the latest available, and Pennsylvania-American's balance sheet as of December 31, 2014 (Exhibit C). Pennsylvania-American will undertake an original cost study to determine the original cost and accumulated depreciation of Fairview's wastewater utility plant in service.

10. There is attached hereto the unaudited income statement of Fairview for the 12 months ended December 31, 2014 (Exhibit D) and Pennsylvania-American's income statement for the 12 months ended December 31, 2014 (Exhibit E).

11. All the annual reports, tariffs, certificates of public convenience, applications, securities certificates and similar documents filed with your Honorable Commission by Pennsylvania-American and its predecessors are made a part hereof by reference.

Terms And Impact of the Transaction

12. This Application seeks approval of the transfer to Pennsylvania-American of substantially all of the wastewater property and rights of Fairview. The terms and conditions of the transaction are contained in the executed Agreement between Pennsylvania-American and Fairview (Exhibit F). The specific property to be transferred is defined and described in Paragraph 1.1 of the Agreement.

13. The consideration for the transfer of the wastewater system is as outlined in Paragraph 2.1 of the Agreement. The transaction is at arm's length.

14. No investment securities will be transferred in the proposed transaction.

15. There is attached hereto an unaudited pro forma balance sheet of Pennsylvania-American as of December 31, 2014, giving effect to the transfer (Exhibit G). However, as noted in Paragraph 9 above, Pennsylvania-American will update the original cost study through Closing for the purpose of establishing the depreciated original cost of the utility plant of Fairview. Once the original cost study is updated and the property's depreciated original cost and book value are finalized, Pennsylvania-American will amend the pro forma balance sheet giving effect to the transfer, accordingly.

16. There is attached hereto an unaudited pro forma consolidated income statement of Pennsylvania-American and Fairview for the 12 months ended December 31, 2014 (Exhibit H).

17. Tentative journal entries to record the transfer in Pennsylvania-American's accounts are set forth below, based upon the books of Fairview and the purchase price. However, as stated above, Pennsylvania-American will undertake an original cost study and will establish the depreciated original costs for Fairview's utility plant based on the results of the study.

Utility Plant	$27,499,024
Accumulated Depreciation	(12,213,025)
Utility Plant Acquisition Adjustment	1,514,001

Short Term Debt	16,800,000

18. There is attached a certified copy of the resolutions adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the Agreement and the consummation of the proposed transfer (Exhibit I). A copy of the resolutions adopted by the officers of Fairview authorizing the execution of the Agreement is attached as Exhibit J.

Effect on Service and Rates

19. The proposed transfer will have no detrimental effect on the service provided to Pennsylvania-American's existing customers or the customers transferred by Fairview. Pennsylvania-American believes that the proposed transfer will have a beneficial effect on the customers of Fairview in that they will receive the benefit of Pennsylvania-American's experience in managing and operating water and wastewater systems which will result in efficiencies and improvements in the service to the customers to be transferred. Pennsylvania-American's existing customers will benefit because the acquisition will expand the customer base, over which existing

costs are recovered and thereby, stabilize or reduce per-customer costs. The proposed transfer is in the public interest and satisfies the applicable standard of Section 1103of the Public Utility Code (66 Pa.C.S.§1103) for, among other, the following reasons:

a. Pennsylvania-American has the managerial, technical and financial capabilities to safely and adequately operate the Fairview wastewater system in compliance with the Public Utility Code, the Clean Streams Law and other requisite regulatory requirements, and to make improvements as needed, on a short and long term basis.

b. The acquisition will further the Commission's goal of regionalization. Fairview's wastewater system will become a part of a larger organization that is viable and is committed to providing improved service in the future. Any necessary system improvements can be completed within a reasonable period of time, without adversely affecting service to Pennsylvania-American existing customers.

c. The transferred customers will be served by a large, financially sound company, that has the capability to finance necessary capital additions. Given its size, access to the capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to Fairview's customers and maintained for Pennsylvania-American's existing customers.

d. The transferred customers will benefit from enhanced customer service in a number of areas, such as additional bill payment options, extended customer service and call center hours, customer information and education programs.

e. The acquisition of Fairview and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings.

f. Fairview is a standalone wastewater system within Pennsylvania-American's existing water system footprint and will be operated and managed from Pennsylvania-American's Mechanicsburg operations.

20. The proposed transfer will have no immediate effect on the rates for service to be charged to Pennsylvania-American's existing customers. With regard to the customers to be transferred by Fairview to Pennsylvania-American, Pennsylvania-American will adopt Fairview's rates existing at the time of Closing and adopt PAWC's schedule of miscellaneous fees including the capacity reservation fee pursuant to its statewide wastewater tariff whereby new customers will be subject to a capacity reservation fee as defined in the tariff. PAWC intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. Fairview's current quarterly rates and PAWC's proposed monthly rates are shown on Exhibit K.

21. Pennsylvania-American will initially finance the transfer by short term bank debt which, at the appropriate time will be replaced through the issuance of long-term debt.

22. The reason for the proposed transfer is the purchase by Pennsylvania-American of Fairview's wastewater system.

23. Pennsylvania-American and Fairview are not affiliated with each other.

24. Fairview is not subject to any special or general assessments outstanding against it pursuant to Section 510 of the Public Utility Code.

B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WASTEWATER SERVICE TO THE PUBLIC IN THE TOWNSHIP OF FARIVIEW, YORK COUNTY, PENNSYLVANIA.

All of the preceding and succeeding paragraphs are incorporated by reference into this sub-part B.

25. Pennsylvania-American is currently furnishing water services in the service territory outlined in Paragraph 5. Fairview currently provides wastewater services to approximately 3,900 customers in the area.

26. The areas served by Fairview consist of approximately 7,517 acres as shown on the map in Exhibit L and are further described in Exhibit M.

27. No additional permanent capital will be required by Pennsylvania-American for the purpose of financing the matters and things involved in this Application except as stated in paragraph 21.

28. No corporation, partnership or individual other than Fairview is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by Pennsylvania-American in the territory covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, substantially all the wastewater property and rights of Fairview. Fairview will permanently discontinue all wastewater service to the public.

29. The facilities to be employed are described in Paragraph 1.1 of the Agreement. Specifically excluded assets are described in Paragraph 1.2 of the Agreement.

30. Immediately upon Closing, Pennsylvania-American will adopt Fairview's existing rates in the Application territory, and apply the rules and regulations regarding conditions of service, as set forth in Pennsylvania-American's duly filed and in effect tariff on the date of closing and as amended from time to time.

31. The estimated annual revenues and expenses of Pennsylvania-American in the application territory are set forth in Exhibit N.

D. CONCLUSION

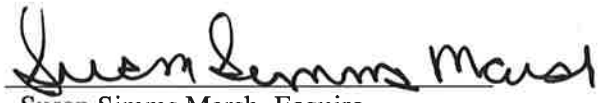
32. Approval of this Application is necessary and proper in order for the public now served by Fairview to benefit by receiving wastewater service from a public wastewater supply company with the resources and personnel to provide safe and reliable treatment of wastewater at reasonable prices.

WHEREFORE, Applicant prays your Honorable Commission to issue the necessary Certificates of Public Convenience under the Public Utility Code, as amended, 66 Pa. C.S. §1102(a), 507, authorizing:

(a) the transfer, by sale, of substantially all the assets, properties and rights of Fairview related to or used in connection with its wastewater system to Pennsylvania-American in accordance with the Agreement, and;

(b) the commencement by Pennsylvania-American of wastewater service to the public in The Township of Fairview, York County, Pennsylvania, and;

Respectfully submitted,



Susan Simms Marsh, Esquire
Attorney No. 44689
Counsel for
Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, PA 17033

Dated: June 5, 2015

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF DAUPHIN)

Personally appeared before me, a Notary Public in and for said Commonwealth and County, Kathy L. Pape, President of Pennsylvania-American Water Company who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Application are true and correct to the best of his knowledge, information and belief.

President

Sworn to and subscribed before me
this 5th day of June,
2015.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROBERTA L. GAUTSCH, Notary Public
Derry Twp., Dauphin County
My Commission Expires December 26, 2018

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water

Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014) and Hamiltonban Township Municipal Authority (Adams County, November 3, 2014). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 649,327 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West

Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn[3] and Wyomissing[2] and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview[1] and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of Milton, Northumberland and Watsontown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly

and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 17,088 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

[1] West Fairview Borough was merged into East Pennsboro Township in 1998.
[2] Wyomissing Hills was merged into Wyomissing Borough in 2002.
[3] West Lawn was merged into Spring Township in 2006.

[404 municipalities in 36 counties.]

12/31/2014

Fairview TWP
Pro-Forma Balance Sheet (Unaudited)
December 31, 2014
(Dollars in thousands)

		Fairview TWP December 31, 2014 (Unaudited)
Property, plant and equipment		
Utility plant - at original cost less accumulated depreciation	$	15,286
Utility plant acquisition adjustments, net		
Total Non-Utility Plant, net		
Total property plant and equipment	**$**	**15,286**
Current assets		
Cash and cash equivalents	$	11,608
Accounts receivable:	$	-
Billed, net of allowance for doubtful accounts	$	398
Unbilled		
Other current assets	$	313
Total current assets	**$**	**12,318**
Long-term assets		
Regulatory assets		
Goodwill		
Prepaid Pension Expense		
Other		
Total long-term assets	**$**	**-**
Total assets	**$**	**27,604**
Capitalization and Liabilities		
Capitalization		
Total stockholder's equity	**$**	**7,709**
Long-term debt	$	-
Preferred stock without mandatory redemption requirements		
Preferred stock with mandatory redemption requirements		
Total capitalization	**$**	**7,709**
Current liabilities		
Notes payable - associated companies		17,714
Current portion of long-term debt	$	1,476
Other	$	705
Total current liabilities	**$**	**19,895**
Long-term liabilities		
Deferred income taxes		
Regulatory Liabilities	$	-
Other		
Total long-term liabilities	**$**	**-**
Contributions in aid of construction	**$**	**-**
Total capitalization and liabilities	**$**	**27,604**

Pennsylvania-American Water Company, Inc.
Balance Sheet (Audited)
December 31, 2014
(Dollars in thousands)

	December 31, 2014 (Audited)
Property, plant and equipment	
Utility plant - at original cost less accumulated depreciation	$ 3,340,425
Utility plant acquisition adjustments, net	$ 14,401
Total Non-Utility Plant, net	$ 505
Total property plant and equipment	**$ 3,355,331**
Current assets	
Cash and cash equivalents	$ 849
Accounts receivable:	
Billed, net of allowance for doubtful accounts	$ 49,599
Unbilled	$ 30,971
Other current assets	$ 32,924
Total current assets	**$ 114,343**
Long-term assets	
Regulatory assets	$ 189,484
Goodwill	$ 39,782
Prepaid Pension Expense	$ 23,004
Other	$ 445
Total long-term assets	**$ 252,715**
Total assets	**$ 3,722,389**
Capitalization and Liabilities	
Capitalization	
Total stockholder's equity	**$ 1,282,291**
Long-term debt	$ 1,144,047
Preferred stock with mandatory redemption requirements	$ 8,852
Total capitalization	**$ 2,435,190**
Current liabilities	
Notes payable - associated companies	$ 73,766
Current portion of long-term debt	$ 5,217
Other	$ 135,760
Total current liabilities	**$ 214,743**
Long-term liabilities	
Deferred income taxes	$ 768,264
Regulatory Liabilities	$ 32,238
Other	$ 127,081
Total long-term liabilities	**$ 927,583**
Contributions in aid of construction	**$ 144,873**
Total capitalization and liabilities	**$ 3,722,389**

Fairview TWP
Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)
(Dollars in thousands)

		Fairview 12 Months Ended December 31, 2014 Unaudited
Operating revenues	**$**	**4,198**
Operating expenses		
Operation and maintenance	$	2,191
Depreciation and amortization	$	727
General taxes and other	$	-
Total Operating Expenses	**$**	**2,918**
Operating income	**$**	**1,280**
Other income (expenses)		
Other income, net	$	6
Interest expense, net	$	(589)
Total Other Expenses	**$**	**(583)**
Income before income taxes	**$**	**697**
Provision for income taxes	**$**	**-**
Net income	**$**	**697**

Pennsylvania-American Water Company, Inc.
Income Statement for the 12 Months Ended December 31, 2014 (Audited)
(Dollars in thousands)

	12 Months Ended December 31, 2014 Audited
Operating revenues	**$605,432**
Operating expenses	
Operation and maintenance	**$199,887**
Depreciation and amortization	**$90,537**
General taxes and other	**$11,924**
Total Operating Expenses	**$302,348**
Operating income	**$303,084**
Other income (expenses)	
Other income, net	**$48**
Interest expense, net	**66,712**
Total Other Expenses	**(66,664)**
Income before income taxes	**$236,420**
Provision for income taxes	**$96,237**
Net income	**$140,183**

PURCHASE AGREEMENT

Between

TOWNSHIP OF FAIRVIEW

As Seller

and

PENNSYLVANIA-AMERICAN WATER COMPANY

As Buyer

Dated as of June 1, **2015**

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2015, by and between the TOWNSHIP OF FAIRVIEW a municipal corporation organized and exiting under and pursuant to the provision of the Pennsylvania Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "FAIRVIEW"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "PAWC").

WITNESSETH

WHEREAS, FAIRVIEW is the owner of a public sanitary wastewater treatment, collection and disposal system (hereinafter referred to as the "Wastewater System") in the Township of Fairview, York County, Pennsylvania identified with NPDES numbers PA0081868 and PA0082589; and

WHEREAS, FAIRVIEW is the operator of the Wastewater System; and

WHEREAS, PAWC is a public water and wastewater utility operating in various areas of Pennsylvania, including portions of York County; and

WHEREAS, FAIRVIEW wishes to sell, and PAWC desires to purchase, substantially all of the assets, properties and rights of FAIRVIEW in the Wastewater System (also referred to herein as "Acquired Assets") on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending

to be legally bound hereby, do covenant, contract and agree as follows:

ARTICLE 1

THE TRANSACTION

1.1 SALE AND PURCHASE OF ACQUIRED ASSETS. Subject to the terms, representations and conditions set forth in this Agreement, at Closing, FAIRVIEW shall sell, assign, transfer, deliver and convey or cause to be sold, assigned, transferred, delivered and conveyed to PAWC, free and clear of all liens and encumbrances whatsoever, and PAWC shall purchase, the Acquired Assets. The Acquired Assets shall include all of FAIRVIEW's right, title, and interest in and to all of the assets, properties and rights owned by FAIRVIEW and used in the business of providing sanitary wastewater service of every kind, nature and description existing on the Closing Date, excepting only those assets listed in Section 1.2 and 1.4. For avoidance of doubt, PAWC and FAIRVIEW agree that, excepting only the assets specifically described in Section 1.2 and 1.4, or as otherwise provided in this Agreement, every asset, property and right owned by FAIRVIEW and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the existing Wastewater System owned by FAIRVIEW for providing sanitary wastewater service to the public in the Township of Fairview, York County, Pennsylvania, wherever located and without any other exception whatever, is included within the Acquired Assets to be conveyed hereby. Also, included in the Acquired Assets will be the remaining deposit balance from the contract with the Red Barn Trading Company and any developer/customer deposits. Except as specifically described in

Section 1.2 and 1.4, the Acquired Assets shall include all land and land rights (the "Real Estate"), sanitary wastewater treatment plant and related appurtenances, collection system mains and related appurtenances, pumping stations, laterals (main to edge of road or curb-line or property-line or right-of-way, as the case may be), equipment, tools, inventory and all other Wastewater System assets and appurtenances, rights, titles, and interests of FAIRVIEW in and to such land, easements, and rights of way, as identified on Schedule 4.8 and Schedule 4.9 and such franchises, licenses, and permits related to FAIRVIEW's sanitary wastewater system.

1.2 EXCLUDED ASSETS. Specifically excluded from the Acquired Assets are (i) any sewer laterals from edge of road or curb-line or property-line or right-of-way(as the case may be) to and throughout a customer's property; (ii) any and all grinder pump units, and related appurtenances, of the individual customers; (iii) all storm water system facilities; and (iv) those assets listed on Schedule 1.2.

1.3 LIABILITIES EXCLUDED. PAWC shall not assume any liabilities of FAIRVIEW. It is further understood and agreed that all obligations of any nature whatsoever, including obligations owed by FAIRVIEW to others, on the date of Closing shall be and remain with FAIRVIEW (the "Retained Liabilities"). Notwithstanding the foregoing, from and after Closing, PAWC shall assume full responsibility for providing public sanitary wastewater service in the area currently served by the Wastewater System.

1.4 ACCOUNTS RECEIVABLE. Accounts receivable for sanitary wastewater services rendered through the close of business on the date of Closing shall be excluded assets as shown on Schedule 1.2, and accounts receivable for sanitary wastewater services rendered thereafter

shall belong to PAWC.

ARTICLE 2

PURCHASE PRICE

2.1 PURCHASE PRICE FOR THE ACQUIRED ASSETS.

Subject to the terms and conditions of this Agreement, the purchase price for the Acquired Assets shall be sixteen million eight hundred thousand dollars ($16, 800,000). In addition, to the purchase price, PAWC shall pay FAIRVIEW for the costs incurred by FAIRVIEW (less the reimbursement from the PA Turnpike Commission) for the Lewisberry Road sewer main relocation project, hereinafter referred to as the "Turnpike Relocation Project", up to a maximum of one million dollars ($1,000,000.) The purchase price and reimbursement shall be payable directly to FAIRVIEW on the date of Closing by wire transfer.

ARTICLE 3

THE CLOSING

3.1 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Acquired Assets (the "Closing") shall be held at such time and date as may be mutually satisfactory to the parties hereto (the "Closing Date"), within forty (40) days following the date on which all of the conditions set forth in Articles 7 and 8 of this Agreement have been met. Provided, however, that if Closing has not occurred on or before the one (1) year anniversary of the signing of this Agreement, either party shall have the right to terminate this

Agreement by written notice to the other party. The Closing Date, as referred to in this Agreement, shall be the date of Closing. Closing shall take place at PAWC's offices at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

3.2 DELIVERIES AND PROCEEDINGS AT CLOSING.

3.2.1 Subject to the terms and conditions of this Agreement, at the Closing, FAIRVIEW shall deliver or cause to be delivered to PAWC:

3.2.1.1 Bills of sale and instruments of assignment duly executed by FAIRVIEW as necessary to transfer all of the Acquired Assets to PAWC;

3.2.1.2 The consents to transfer all contracts, intellectual property and permits.

3.2.1.3 One or more special warranty deeds of conveyance of the Real Estate and easements to PAWC, duly executed and acknowledged by FAIRVIEW and in recordable form, each sufficient to convey the title and rights of access to the Acquired Assets.

3.2.1.4The certificates, opinions and other documents required to be delivered by FAIRVIEW under this Agreement and certified resolutions evidencing the authority of FAIRVIEW as set forth in Section 4.2 hereof.

3.2.1.5 All such other agreements, documents and instruments of conveyance required by this Agreement or as shall, in the reasonable opinion of PAWC and its counsel, be necessary to transfer the Acquired Assets to PAWC in

accordance with this Agreement, and where necessary or desirable, in recordable form.

3.2.1.6 In addition to such other instruments and documents as are to be delivered to PAWC by FAIRVIEW on or prior to the Closing, as provided herein, FAIRVIEW shall deliver to PAWC, at the Closing, all books and records and other documents maintained by FAIRVIEW relating to the Acquired Assets.

3.2.2 Subject to the terms and conditions of this Agreement, at the Closing, PAWC shall deliver or cause to be delivered to FAIRVIEW:

3.2.2.1 Payment as described in Section 2.1.

3.2.2.2 The Opinion of Counsel.

3.2.2.3 The certificates, opinions and other documents required to be delivered by PAWC under this Agreement and certified resolutions evidencing the authority of PAWC as set forth in Section 5.2 hereof.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF FAIRVIEW

4. REPRESENTATIONS AND WARRANTIES OF FAIRVIEW. FAIRVIEW represents and warrants to PAWC that:

4.1 QUALIFICATION. FAIRVIEW is a municipal corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and the Pennsylvania Second Class Township Code, and FAIRVIEW has all requisite power and lawful

authority to own the Wastewater System as presently being conducted, and to convey, as the Acquired Assets, to PAWC as contemplated under this Agreement.

4.2 AUTHORIZATION AND ENFORCEABILITY. The execution, delivery, performance and acceptance of this Agreement by FAIRVIEW have been, or will be at Closing, duly and validly authorized by all necessary action. This Agreement constitutes a legal, valid and binding obligation of FAIRVIEW enforceable against FAIRVIEW in accordance with its terms. FAIRVIEW has full power and authority to execute, deliver and perform this Agreement and all other agreements and instruments to be executed by FAIRVIEW in connection herewith.

4.3 NO VIOLATION OF LAWS OR AGREEMENTS. FAIRVIEW's performance of this Agreement, as of the Closing Date, shall not (i) require any further approvals or consents from any other party; (ii) violate any law, ordinance or regulation; or, (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit or other agreement or commitment to which FAIRVIEW is a party.

4.4 PERMITS AND COMPLIANCE WITH LAWS GENERALLY. Except as disclosed on Schedule 4.4 hereto:

4.4.1 FAIRVIEW has not knowingly violated any local, state or federal law, rule or regulation with respect to the use and operation of the Wastewater System. No outstanding notice, citation, summons or order has been issued, no outstanding complaint has been filed, no outstanding penalty has been assessed and no investigation or review is pending or, to the knowledge of FAIRVIEW, threatened, by any authority or other person with respect to any alleged violation by FAIRVIEW relating to the Wastewater System of any law, ordinance, rule, regulation, code or order

of any authority or failure to have any Permit required in connection with the operation of the Wastewater System, except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. "Material Adverse Effect" means a change or effect (or series of related changes or effects) which has or is reasonably likely to have a material adverse change in or effect upon the business, assets, condition (financial or otherwise), or results of operations of the Wastewater System or the Acquired Assets, taken as a whole. For purposes of this Agreement, "to the knowledge of FAIRVIEW" shall include the knowledge of the following officials, employees or agents of FAIRVIEW: 1) members of the Board of Supervisors, 2) Assistant Manager and Manager of FAIRVIEW, 3) the Township Solicitor, 4) the licensed operators of the North Wastewater Treatment Plant and South Wastewater Treatment Plant and the 5) the Township Engineer.

4.4.2 FAIRVIEW possesses and is in compliance with all Permits required to operate the Wastewater System as presently operated and to own, lease, or otherwise hold the Acquired Assets under all applicable laws, rules, regulations, ordinances and codes, including environmental laws except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. The Wastewater System, as operated, is in compliance with all applicable laws, rules, regulations, ordinances, codes, judgments and orders except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. All Permits of FAIRVIEW and the Wastewater System are in full force and effect. There are no proceedings pending or, to FAIRVIEW's knowledge, threatened that seek the revocation, cancellation, suspension or any adverse modification of any such permits

presently possessed by FAIRVIEW other than those revocations, suspensions or modifications which do not individually or in the aggregate have a Material Adverse Effect.

4.4.3 Schedule 4.4 is a complete and accurate list of current permits issued to FAIRVIEW relating to the operation of the Wastewater System.

4.5 PENDING OR THREATENED LITIGATION. There is no known action, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending, and, to the knowledge of FAIRVIEW, none are known to be threatened against or affecting the Wastewater System or any of the Acquired Assets before any court, arbitrator or governmental authority, except as disclosed on Schedule 4.5. There are no known laws, ordinances, regulations or official orders now in effect or pending which could reasonably be expected to have a Material Adverse Effect on the Wastewater System or the ownership, condition or operation of the Wastewater System or the Acquired Assets, except as disclosed on Schedule 4.5.

4.6 ENVIRONMENTAL MATTERS. Except as expressly set forth on Schedule 4.6 hereto, and with such exceptions as are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect:

4.6.1 FAIRVIEW has not disposed of or arranged for the disposal of or released any hazardous substances, other than in conformity with applicable laws and regulations, at any Real Estate, or at any other facility, location, or site to be transferred to PAWC pursuant to the terms of this Agreement.

4.6.2 FAIRVIEW has not received any written notice or request for information with respect to, and to the best of FAIRVIEW's knowledge, FAIRVIEW has not been

designated a potentially liable party for remedial action or response costs, in connection with any Real Estate, or, as of the date hereof, with respect to the Acquired Assets or the operation of the Wastewater System, at any other facility, location, or other site under the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or comparable state statutes.

4.6.3 To the best of FAIRVIEW's knowledge, except for such use or storage of hazardous substances as is incidental to the operation of the Wastewater System, which use and storage is or has been in compliance with applicable laws and regulations, during the period of FAIRVIEW's ownership of the Real Estate, no Real Estate has been used for the storage, treatment, generation, processing, production or disposal of any hazardous substances or as a landfill or other waste disposal site in violation of any law, rule or regulation.

4.6.4 During the period that FAIRVIEW has owned the Real Estate, underground storage tanks (other than tanks for the storage of water) are not, and have not in the past, been located on or under any Real Estate. FAIRVIEW has no knowledge of any underground storage tanks (other than tanks for the storage of water) located on or under any Real Estate prior to the time FAIRVIEW acquired the Real Estate.

4.6.5 There are no pending or unresolved claims against FAIRVIEW or the Wastewater System for investigatory costs, cleanup, removal, remedial or response costs, or natural resource damages arising out of any releases or threat of release of any Hazardous Substances at any Real Estate or, as of the date hereof, with respect to the Wastewater System or the Acquired Assets or any other facility, location, or other site.

4.6.6 With the exception of the sanitary sewer mains or interceptors constructed of asbestos-cement previously disclosed to PAWC by FAIRVIEW, to the best of FAIRVIEW's knowledge, no polychlorinated biphenyls ("PCBs") or asbestos-containing materials are located at or in any Real Estate in violation of Environmental Laws or which require remedial action.

4.6.7 FAIRVIEW will within thirty (30) days of the date hereof provide PAWC with copies of all existing written environmental audits or investigations of which FAIRVIEW is aware (after due inquiry) prepared for the Real Estate or operations of the Wastewater System.

4.7 BROKERAGE. Neither FAIRVIEW, nor PAWC, has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to the other party.

4.8 REAL ESTATE. Schedule 4.8 is a complete and accurate list of the Real Estate including any Real Estate that has been or will be obtained for the Phase 2 Collection System Extension (see paragraph 6.2.3). FAIRVIEW at Closing hereunder will convey and transfer to PAWC, indefeasible, good and marketable legal and equitable title to the Real Estate, free and clear of all liens, encumbrances and easements, excepting however, the following instruments of record: existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground ("Permitted Exceptions"), otherwise the title to the above described real estate shall be good and marketable or such as will be

insured by any reputable Title Insurance Company at the regular rates. FAIRVIEW has no knowledge of any default or breach under any of the covenants, conditions, restrictions, rights of way or easements, if any, affecting all or any portion of the Real Estate, and there is no pending condemnation, eminent domain or similar proceeding affecting any of the Real Estate, and to the best knowledge of FAIRVIEW, no such proceeding is threatened. FAIRVIEW has not received any written or oral notice of assessment against any of the Real Estate which remains unpaid. To the best of FAIRVIEW's knowledge, information and belief, there are no toxic or other dangerous conditions of the property. At the time of closing, the parties will enter into a mutually agreeable lease for the continued use of land for the existing FAIRVIEW recycling center until such time as FAIRVIEW relocates the recycling center to another area.

4.9 EASEMENTS. To the best of FAIRVIEW's knowledge, information and belief, Schedule 4.9, which shall be updated as of Closing, is a complete and accurate list of all easements and rights of way over the real property of others used by FAIRVIEW in the operation of the Wastewater System or on which any of the Acquired Assets are located ("Easements"), including all easements and rights of ways obtained or to-be obtained for the Phase 2 collection system extension (see paragraph 6.2.3). FAIRVIEW shall identify and obtain all necessary rights-of-way prior to Closing. As provided in Section 6.1.6, FAIRVIEW shall forward all documentation with respect to its rights-of-way, both recorded and unrecorded, at FAIRVIEW's expense to PAWC. PAWC and FAIRVIEW will conduct a rights-of-way abstract to determine whether FAIRVIEW has continuous rights-of-way for all of its wastewater lines and other facilities and that such rights are represented by legal instruments in appropriate form duly recorded. Upon notification from PAWC

that the rights-of-way for the Wastewater System are not sufficient for the operation of the Wastewater System, FAIRVIEW will, at its own expense, secure such additional rights-of-way as PAWC requests. The title to be conveyed by FAIRVIEW TO PAWC shall be insurable at regular rates by a reputable title insurance company, selected by PAWC and authorized to do business in Pennsylvania.

4.10 PERSONALTY. Except as otherwise indicated on Schedule 4.10, FAIRVIEW owns, free and clear of all liens, or leases from others under valid and enforceable leases not presently in default, all personal property in its possession or which is used or required for operation and maintenance of the Wastewater System as it is now conducted.

4.11 LEASES. Schedule 4.11, which shall be updated as of Closing, contains a complete and accurate list of each lease of real property to which FAIRVIEW is a party ("Lease"). FAIRVIEW has delivered to PAWC a true, correct and complete copy of each Lease. Each Lease is valid and subsisting and in full force and effect in accordance with its terms and has not been modified, in writing or otherwise. To the best of FAIRVIEW's knowledge there has been no default or event which, with the giving of notice or the passage of time, or both, would constitute a material default on the part of FAIRVIEW or any landlord under each such Lease, and FAIRVIEW has not asserted a defense to offset or claim against any payment or performance which is the obligation of FAIRVIEW pursuant thereto. At Closing hereunder, FAIRVIEW shall deliver to PAWC a landlord estoppel certificate form reasonably satisfactory to PAWC from each landlord under each Lease under which FAIRVIEW is Lessee.

4.12 CONTRACTS. As of the date of this Agreement, Schedule 4.12 contains a complete and accurate list of all contracts, commitments, agreements and instruments relating to the Wastewater System and all leases of Real Estate and personal property related to the Wastewater System ("Contracts"). FAIRVIEW has delivered to PAWC a correct and complete copy of each written agreement listed in Schedule 4.12. Except as disclosed on Schedule 4.12, with respect to each Contract, neither FAIRVIEW nor, to the best of FAIRVIEW's knowledge, any other party thereto, is in breach or default, no event has occurred which with notice or lapse of time would constitute a breach or default by FAIRVIEW, or permit termination, modification, or acceleration, under the Contract. Except as set forth in Schedule 4.12, there are no disputes pending or to the best of FAIRVIEW's knowledge, threatened under or in respect of any of the Contracts. Schedule 4.12 shall be updated as of Closing. The parties understand that the contract with Red Barn Trading Company and the Pre-Paid Tap-In Agreements, as noted on Schedule 4.12, will be assigned to PAWC and PAWC would become entitled to the deposit already paid by FAIRVIEW to Red Barn or collected by FAIRVIEW. Moreover, FAIRVIEW will be responsible for having the agreements with Lower Allen Township, as noted on Schedule 4.12, assigned to PAWC in a manner acceptable to PAWC.

4.13 TAXES. To the extent required by law, FAIRVIEW has (a) timely filed all material returns and reports for Taxes, including information returns, that are required to have been filed in connection with, relating to, or arising out of, the Wastewater System, (b) paid all Taxes that are shown to have come due pursuant to such returns or reports and (c) paid all other material Taxes not required to be reported on returns in connection with, relating to, or arising out of, or imposed on

the Acquired Assets for which a notice of assessment or demand for payment has been received or which have otherwise become due. To the best of the FAIRVIEW's knowledge, all such returns or reports have been prepared in accordance with all applicable laws and requirements in all material respects. None of the Acquired Assets (a) is property that is required to be treated as owned by another Person pursuant to the "safe harbor lease" provisions of former Section 168(f) (8) of the Code, (b) is "tax-exempt use property" within the meaning of Section 168(h) of the Code or (c) directly or indirectly secures any debt the interest on which is tax-exempt under Section 103(a) of the Code.

4.14 LIABILITIES. Schedule 4.14, which shall be updated as of Closing, contains a complete and accurate list of all indebtedness of the FAIRVIEW related to the Wastewater System. Such list includes the person to whom such indebtedness is owed, the interest rates applicable to such indebtedness, and a description of the property securing such indebtedness. FAIRVIEW has no liabilities with respect to the Wastewater System, direct or indirect, matured or un-matured or absolute, contingent or otherwise, except those liabilities expressly set forth at Schedule 4.14.

4.15 CUSTOMER ADVANCES. Schedule 4.15 is a complete and accurate list of all unexpired customer advances for construction held by FAIRVIEW as of the date of this Agreement. Prior to Closing, FAIRVIEW shall complete the construction of all mains and facilities for which FAIRVIEW has received customer advances and return all unexpended customer advances to the appropriate depositor. Provided, however, that for projects acceptable to and approved in writing by PAWC, FAIRVIEW may pay over to PAWC the unexpended, non-refundable customer advances, and PAWC shall assume all of the responsibility of FAIRVIEW as to those unexpired

customer advances for construction and shall be bound by the terms and conditions contained in those Extension Deposit Agreements. PAWC shall not assume any responsibility for any unexpired customer advances for construction received by FAIRVIEW, or for any Extension Deposit Agreements to which FAIRVIEW is or becomes a party, except as specifically agreed to in writing. Schedule 4.15 may be updated prior to Closing at the mutual consent of the parties.

4.16 FREE WASTEWATER SERVICE. FAIRVIEW represents and warrants that it has not entered into any contracts to or provides free wastewater service to any customers connected to the Wastewater System, but should it discover that any such contracts exist; FAIRVIEW will terminate them prior to Closing.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PAWC

5. REPRESENTATIONS AND WARRANTIES OF PAWC. PAWC represents and warrants to FAIRVIEW that:

5.1 QUALIFICATION. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

5.2 AUTHORIZATION AND ENFORCEABILITY. PAWC has full corporate power and corporate authority to execute, deliver and perform this Agreement. The execution, delivery and performance by PAWC of this Agreement have been duly authorized by all necessary

corporate action. This Agreement constitutes a legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its terms. As of the Closing Date, each of the transaction documents to which PAWC is a party will be duly executed and delivered by PAWC and will constitute the legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its respective terms.

5.3 NO VIOLATION OF LAWS OR AGREEMENTS. The execution, delivery and performance of this Agreement does not, and the consummation of the transactions contemplated by this Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

5.4 BROKERAGE. PAWC has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to FAIRVIEW.

ARTICLE 6

COVENANTS

6.1 COVENANTS OF FAIRVIEW. From and after the date of this Agreement FAIRVIEW covenants and agrees that:

6.1.1 Conduct of Business. FAIRVIEW will operate the Wastewater System until the Closing only in the ordinary course of business substantially as it heretofore has been operated and in accordance with all applicable local, state, and federal laws, rules and regulations.

6.1.2 Contracts and Commitments. Except normal and usual commitments for the purchase of materials and supplies consistent with past practice, no contract or commitment shall be entered into by or on behalf of FAIRVIEW relating to the Wastewater System which would materially affect the operation of the Wastewater System after Closing, except for those commitments approved in writing by PAWC.

6.1.3 Release of Liens. FAIRVIEW will take all reasonable action necessary to cause the release, cancellation and discharge of any and all liens or encumbrances, so that as of the Closing Date, the Acquired Assets will be free and clear of any and all such liens and encumbrances.

6.1.4 Material Events and Circumstance. FAIRVIEW shall promptly inform PAWC in writing of any specific event or circumstance of which FAIRVIEW is aware, or of which FAIRVIEW receives notice, that has or is likely to have, individually or in the aggregate, taken together with the other events or circumstances, a Material Adverse Effect on the Acquired Assets.

6.1.5 Supplemental Information.

6.1.5 (a) FAIRVIEW shall provide PAWC, within fifteen (15) days of execution or the date of receipt thereof, a copy of (a) each contract entered into by FAIRVIEW after the date hereof and prior to Closing relating to the Wastewater System; (b) a copy of any written notice of assessments for public improvements against any Real Estate received after the date hereof and prior to Closing; (c) any writs of summons or complaints filed against FAIRVIEW or its representatives for any and all claims relating to the Wastewater System; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of any of the Real Estate received after the date hereof but prior to the Closing.

6.1.5 (b) Within fifteen (15) days of the receipt of notice of violation, FAIRVIEW shall notify PAWC of any violations of state or federal standards.

6.1.6 Title Information. Within forty-five (45) days following the execution of this Agreement, FAIRVIEW shall use its reasonable efforts to deliver to PAWC true, correct and complete copies of all existing title policies, surveys, leases, deeds, instruments and agreements relating to title to the Real Estate and Easements in FAIRVIEW's possession as outlined in Schedules 4.8 and 4.9, respectively as well as any amendments thereto through to Closing.

6.1.7 Regulatory Consents. FAIRVIEW shall at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by FAIRVIEW to consummate the transaction contemplated by this Agreement, including approval of any necessary revision to the Act 537 Plan. FAIRVIEW shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for FAIRVIEW to sell the Acquired Assets pursuant to the terms of this Agreement; and (ii) keep PAWC apprised of the status of any filing or submission to any such governmental or regulatory agency.

6.1.8 Storm Water System. FAIRVIEW will retain ownership of any and all storm water system facilities within the public right-of-way or otherwise dedicated to FAIRVIEW by offer and acceptance, plan or other action, and retain ordinances that prohibit storm water system facilities from being connected to or from causing storm water infiltration into the Wastewater System. Such ordinances shall be no less restrictive with regard to storm water discharges into or infiltrating the Wastewater System after Closing than they were prior to Closing, to the extent

permitted by law. Except for those storm water system facilities within the public right-of-way that are retained by FAIRVIEW, PAWC shall assume ownership of any and all storm water system facilities located on, in, within or under the Real Estate [as defined by Section 1.1 of this agreement]. If, at any time after Closing, PAWC identifies municipal storm water facilities interconnected with the Wastewater System, PAWC may at its sole cost and discretion, disconnect such storm water facilities from the Wastewater System and tie them into the municipal storm water system.

6.1.9 Municipal Ordinances, etc. To the extent that FAIRVIEW has ordinances or laws that require properties to connect to and remain connected to the Wastewater System, FAIRVIEW shall maintain such ordinances or laws, to the extent permitted by law.

6.1.10 Paving. FAIRVIEW, at its sole expense, will complete paving associated with restoring the roadway in those areas of the Township where the new public sewer collection system and new public water distribution system is being installed to serve approximately 300 existing residents and a 100-unit mobile home park., including roads where the water and/or sewer trenches are on opposite sides of the road requiring the entire roadway to be resurfaced.

6.2 COVENANTS OF PAWC. From and after the date of this Agreement PAWC covenants and agrees that:

6.2.1 Staffing. PAWC will offer employment, effective as of the completion of Closing, to the four (4) employees of FAIRVIEW, subject to possession of a valid Pennsylvania

driver's license, successful completion of a functional capacity physical examination, any security clearances and other standard hiring procedures of PAWC.

6.2.2 Rates. After Closing, PAWC will implement FAIRVIEW's billing rates then in effect at Closing as PAWC's base rates, consistent with the rates that are reflected on Schedule 6.2.2 and these rates shall be maintained until December 31, 2017, at a minimum. PAWC intends to bill on a monthly basis in lieu of quarterly billing. For all miscellaneous fees and charges, PAWC will implement its existing rates, rules and regulations including PAWC's capacity reservation fee for new EDU's. For clarification purposes, PAWC will charge a capacity reservation fee of $4,000 per EDU for the allocation of treatment, pumping, and transmission, truck and interceptor main capacity, commencing with the date of Closing. No capacity reservation fee will be charged for any applicant for wastewater service that meets the criteria of a Bona Fide Service Applicant, as defined in 52 Pa. Code Section 65.1 (excluding clause (iii) of that definition) if "wastewater" were substituted for "water". The PAWC capacity reservation fee is less than FAIRVIEW's tapping fee rate in effect.

6.2.3 Construction of the Phase 2 Collection System. PAWC will construct, at its sole cost and expense, the Phase 2 collection system as required by the FAIRVIEW's current Act 537 Plan and as described on Schedule 6.2.3. The Phase 2 collection system will be constructed within the time frame stipulated and agreed to with DEP, which as of the date of this Agreement is December 31, 2016. Prior to Closing, Fairview Township shall have completed the design for Phase 2 collection system extension, shall have all permits in hand and shall have secured all easements, rights-of-way and property necessary for the Phase 2 Collection System Extension.

6.3 FURTHER ASSURANCES Each party to this Agreement shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, each party shall take such other actions and execute such other documents, certifications, and further assurances as FAIRVIEW or PAWC, as the case may be, may reasonably require in order to transfer more effectively to PAWC or to put PAWC more fully in possession of any of the Acquired Assets.

ARTICLE 7

PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") APPROVAL

7. The parties recognize and expressly agree that:

7.1 PENNSYLVANIA PUC APPROVAL. The consummation of the transaction is conditioned upon the approval of the PUC. PAWC covenants and agrees to initiate, and faithfully prosecute the necessary proceedings to obtain the approval of the PUC for: (a) the transfer by sale of FAIRVIEW's Wastewater System to PAWC; (b) the right of PAWC to provide wastewater service to the public in areas presently being served by FAIRVIEW; (c) the right of PAWC to provide sanitary wastewater service to the public in the Township of Fairview; and (d) the right of PAWC to adopt FAIRVIEW's wastewater rates as PAWC's base rates in the area to be served at the time of Closing through December 31, 2017; and (e) to apply PAWC's existing rules and regulations for wastewater service as set forth in PAWC's duly filed and effective tariff (generally applicable to its services) at the time of Closing including the adoption of PAWC's capacity reservation fee in lieu of FAIRVIEW's current tapping fee. FAIRVIEW,

by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding. In the event the PUC imposes any conditions associated with approval as contemplated under this paragraph 7.1, PAWC shall be solely liable for such costs of compliance with said conditions.

ARTICLE 8

CONDITIONS PRECEDENT

8.1 CONDITIONS PRECEDENT TO PAWC'S OBLIGATIONS. The obligation of PAWC to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by PAWC in its sole discretion):

8.1.1 Representations and Warranties. FAIRVIEW's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing with the same force and effect as though such representations and warranties were made at and as of such time, and FAIRVIEW shall deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.1.2 Performance of Agreements. FAIRVIEW shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and FAIRVIEW shall

deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.1.3 Adverse Change. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the Wastewater System or the Acquired Assets, whether covered by insurance or not.

8.1.4 Release of Liens. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all liens and encumbrances so that as of the Closing, the Acquired Assets shall be free and clear of any and all liens and encumbrances, and FAIRVIEW shall have provided PAWC with such opinions, instruments or documents as PAWC may reasonably request, and in form and substance satisfactory to PAWC, evidencing the release, cancellation and discharge of any and all liens and encumbrances and that the Acquired Assets are not subject to any liens or encumbrances. In the event FAIRVIEW is unable to convey title to the Acquired Assets to PAWC at the Closing in accordance with the terms of this Agreement, PAWC shall have the option of: (a) accepting such title as FAIRVIEW is able to convey without abatement of the purchase price; or (b) canceling this Agreement in which case this Agreement shall be of no further force or effect and neither of the parties hereto shall have any further liability hereunder.

8.1.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

8.1.6 Other Regulatory Consents. PAWC shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including without limitations the approval of every regulatory agency of federal, state or local government that may be required in the opinion of either PAWC or FAIRVIEW.

8.1.7 Certification of Financial Information. FAIRVIEW shall have delivered to PAWC a certificate, in substantially the form set forth at Schedule 8.1.7, executed by its authorized representative and in form and substance satisfactory to PAWC, listing (i) the amount of its net outstanding long-term debt or notes, if any, related to the Wastewater System, (ii) all unexpired customers' advances for construction and unexpended contributions in aid of construction as of the Closing Date, and (iii) any and all additions or retirements to the Wastewater System during the period from the date of this Agreement to the Closing Date, together with the cost thereof.

8.1.8 Inventory List of Materials and Supplies. FAIRVIEW shall have delivered to PAWC a certificate listing all materials and supplies owned by FAIRVIEW as of the Closing related to the operation or maintenance of the Wastewater System.

8.1.9 Opinion of Counsel. FAIRVIEW shall have delivered to PAWC a favorable written opinion of FAIRVIEW's counsel, dated as of the Closing Date and addressed to PAWC, in form and substance satisfactory to PAWC, to the effect set forth in Schedule 8.1.9.

8.1.10 Contractual Consent. FAIRVIEW shall have obtained written approvals, authorizations and consents of transfer to all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.

8.1.11 Delivery of Documents. FAIRVIEW shall have delivered to PAWC the deeds, easements or assignments of easements, bills of sale, rights of way and other documents required to be transferred under this Agreement, and all books, records and such other instruments or documents maintained by FAIRVIEW relating to the Wastewater System.

8.1.12 Delivery of Resolutions. FAIRVIEW shall have delivered to PAWC a copy of the Resolutions, certified by their proper representatives, approving the execution, delivery

and performance of this Agreement, together with the certificate of its proper representatives that said Resolutions are in full force and effect and were duly adopted.

8.1.13 Permits Issued. DEP and all other regulatory agencies or authorities having jurisdiction over the operations of the Wastewater System shall have issued or consented to the transfer of the necessary permits to PAWC to operate the Wastewater System. Copies of the NPDES Permits for the Wastewater System in effect on the execution date of this Agreement are attached at Schedule 8.1.13. PAWC reserves the right to terminate this Agreement if, at any time prior to Closing, a new NPDES Permit or Permits for the Wastewater System is/are issued which, in PAWC's sole opinion, is more stringent or materially different from the NPDES Permit in effect on the date of the execution of this Agreement.

8.1.14 PAWC Board Approval. PAWC's Board of Directors shall have approved this Agreement within thirty (30) days of delivery of this Agreement executed by FAIRVIEW.

8.1.15 Easements and Rights-of-Way. FAIRVIEW shall have delivered to PAWC, all documents necessary to transfer, at Closing, the easements and rights-of-way identified on Schedule 4.9 to PAWC by legal instruments in appropriate form duly recorded.

8.1.16 Title Insurance. A reputable title insurance company shall have issued, at PAWC's expense, title commitment to PAWC for an Owner's Title Insurance Policy including extended coverage at regular rates, evidencing good and marketable title, in the amount of the fair market value of the Real Estate, covering title to the Real Estate on the date of closing, and subject only to the Permitted Exceptions, at standard rates to be paid by PAWC.

8.1.17 Reserved

8.1.18 Wastewater System. FAIRVIEW shall adopt and/or retain ordinances establishing rules and regulations consistent with PAWC's duly filed and approved Tariff rules and regulations for the making of connections and is of the Acquired Assets; and enforce the provisions of such ordinances at all times in the future.

8.1.19 Act 537 Plans. Any and all Act 537 Plans impacted by PAWC's purchase shall be revised and approved prior to Closing unless otherwise agreed to in writing by the parties to this Agreement. Such plans shall be to the reasonable satisfaction of PAWC.

8.2 CONDITIONS PRECEDENT TO FAIRVIEW'S OBLIGATIONS. The obligation of FAIRVIEW to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by FAIRVIEW in its sole discretion):

8.2.1 Regulations and Warranties. PAWC'S representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, with the same force and effect as though such representations and warranties were made at and as of such time, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.2.2 Performance of Agreements. PAWC shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.2.3 Opinion of Counsel. PAWC shall deliver to FAIRVIEW a favorable written opinion of PAWC's counsel, dated as of the Closing Date and addressed to FAIRVIEW, in form and substance satisfactory to FAIRVIEW, to the effect set forth in Schedule 8.2.3.

8.2.4 DEP Approval. The DEP shall have issued written approvals, as well as, all related permits for the transfer of the Wastewater System from FAIRVIEW to PAWC.

8.2.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

ARTICLE 9

INDEMNIFICATION

9.1 INDEMNIFICATION BY FAIRVIEW. FAIRVIEW agrees to indemnify, defend and hold harmless PAWC and its affiliates and their respective officers, directors and agents at all times after the date of this Agreement, from, against and in respect of any and all damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by FAIRVIEW in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to PAWC in connection with the transactions contemplated hereby, and (ii) any and all liabilities of FAIRVIEW of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring on or prior to such date.

9.2 INDEMNIFICATION BY PAWC. PAWC will indemnify and hold harmless FAIRVIEW at all times after the date of this Agreement, from, against and in respect of any and all

damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by PAWC as set forth in this Agreement or in any Schedule, statement, certification or other document furnished or to be furnished to FAIRVIEW, in connection with the transactions contemplated hereby, and (ii) any and all liabilities of PAWC of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring after the date of Closing.

ARTICLE 10

MISCELLANEOUS

10.1 REALTY TRANSFER TAXES. PAWC and FAIRVIEW agree to each pay one-half of any realty transfer taxes that may be due or owing as a result of the within transaction, and the parties agree to prorate any property taxes, if any.

10.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties and agreements made by FAIRVIEW and PAWC in this Agreement or pursuant hereto shall survive the Closing.

10.3 PENNSYLVANIA LAW TO GOVERN. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws of such State.

10.4 RISK OF LOSS. FAIRVIEW retains all risk of destruction, losses or damage to Acquired Assets due to fire or other casualty up to the Closing and agrees to maintain its current insurance coverage until the Closing. If prior to the Closing: (i) all or part of the Acquired Assets are

destroyed by fire or the elements or by any other cause; or (ii) all or a part of the Acquired Assets are taken by eminent domain, FAIRVIEW shall give prompt notice thereof to PAWC and PAWC may, by notice given to FAIRVIEW prior to Closing, elect to cancel this Agreement. In the event PAWC shall so elect, both parties shall be relieved and released of and from any further liability hereunder.

10.5 ACCESS AND INFORMATION. FAIRVIEW will give to authorized representatives of PAWC reasonable access during normal business hours throughout the period prior to Closing to all the properties, books, contracts, commitments, and records of FAIRVIEW relating to the Wastewater System, and furnish PAWC during such period with all such information relating thereto as PAWC may reasonably request. Within thirty (30) days of the execution of this Agreement, the FAIRVIEW shall provide PAWC with a complete list of customers, including names, service addresses, billing addresses, and meter sizes and serial numbers in meter reading route sequence. This complete list shall be updated at Closing and provided to PAWC at Closing so as to be true and correct on the date of Closing.

10.6 RIGHT OF ENTRY. After the date of this Agreement and until Closing, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purpose of making such inspections and investigations of the Wastewater System, including, but not limited to surveys, environmental assessments, and engineering studies, as PAWC deems reasonably necessary. PAWC shall indemnify and hold FAIRVIEW harmless from and against all losses, damages, demands, claims, suits and other liabilities, including attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from PAWC's presence at or use of the Wastewater System for such inspections and investigations. PAWC shall promptly (within

five (5) business days) return the surface of the property to substantially the same as before such inspections and investigations.

10.7 ENVIRONMENTAL ASSESSMENT. After the date of this Agreement and until the Closing Date, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purposes of conducting an environmental assessment of the Wastewater System. Within sixty (60) calendar days after the date this Agreement is executed, PAWC shall notify FAIRVIEW in writing if the environmental assessment reveals the presence of oil or petroleum products or any hazardous or toxic wastes or materials or storage of fuel tanks or any other environmental hazard or contamination. Within thirty (30) days of the date of such notice, FAIRVIEW shall advise PAWC in writing as to whether FAIRVIEW can cure the environmental hazard or contamination. If FAIRVIEW is unable to cure any such environmental hazard or contamination, then PAWC shall have the right, in PAWC's sole discretion, to terminate this Agreement upon written notice to FAIRVIEW whereupon this Agreement shall be null and void, and neither party shall have further rights or obligations to the other hereunder.

10.8 TERMINATION OF AGREEMENT.

10.8.1 If Closing does not occur by the one (1) year anniversary of the signing of this Agreement, with the full cooperation and diligent efforts of PAWC and FAIRVIEW, then either party may terminate this Agreement upon written notice to the other, and the parties shall be relieved of all rights and responsibilities hereunder, except as specified herein. In the event either party elects to terminate this Agreement due to the expiration of the one (1) year anniversary of the signing of this Agreement when the non-terminating party has proceeded in good faith, has met its obligations required hereunder for Closing and stands ready to close, the terminating party shall

reimburse the non-terminating party for its reasonable costs and expenses, including, but not limited to professional fees, legal fees, filing fees and costs incurred in reliance upon this Agreement up to a maximum amount of two hundred and fifty thousand ($250,000) dollars. Such reimbursement shall be invoiced to the terminating party by the non-terminating party and shall be due within thirty (30) days of the date of such invoice.

10.9 TIME OF THE ESSENCE. Time shall be of the essence with respect to all matters and times contained in this Agreement. Time as set forth in this Agreement shall not be extended except by written agreement signed by all parties. Notwithstanding the foregoing, if any date specified for the giving or receipt of notice, or for the exercise of any right or option, or for Closing, shall fall on a Saturday, Sunday or legal holiday observed by local banking institutions, the date so specified shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.10 SECTION HEADINGS. The Section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

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

To FAIRVIEW: Township of Fairview
Robert P. Stanley, Jr., Chairman - Board of Supervisors
599 Lewisberry Road
New Cumberland, PA 17070

With a copy to (which shall not constitute notice):

Township of Fairview
Manager
599 Lewisberry Road

New Cumberland, PA 17070

To PAWC: Pennsylvania-American Water Company
Susan Simms-Marsh, Esquire
800 West Hershey Park Drive
Hershey, PA 17033

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assignees of PAWC and FAIRVIEW. No assignment of this Agreement will be permitted unless the assignment is approved in writing by the non-assigning party, which approval will not be unreasonably withheld.

10.13 NO THIRD PARTY BENEFICIARIES. Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.14 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements or understandings, written or oral, among the parties with respect to the subject matter hereof and is not intended to confer upon any person other than the parties hereto any benefit, right or remedy.

ATTEST:

Secretary

TOWNSHIP OF FAIRVIEW
Board of Supervisors

Chairman

ATTEST:

Secretary

PENNSYLVANIA-AMERICAN WATER COMPANY

Kathy L. Pape, President

List of Schedules

Schedule 1.2	Excluded Assets
Schedule 4.4	Permits and Compliance with Laws Generally
Schedule 4.5	Pending or Threatened Litigation
Schedule 4.6	Environmental Matters
Schedule 4.8	Real Estate
Schedule 4.9	Easements and Rights-of-Way
Schedule 4.10	Personalty
Schedule 4.11	Leases
Schedule 4.12	Contracts
Schedule 4.14	Liabilities
Schedule 4.15	Customer Advances
Schedule 6.2.2	Existing Wastewater Rates
Schedule 6.2.3	Phase 2 Collection System
Schedule 8.1.7	Certification of Financial Information
Schedule 8.1.9	Opinion of Counsel (FAIRVIEW)
Schedule 8.1.13	Permits Issued
Schedule 8.2.3	Opinion of Counsel (PAWC)

Schedule 1.2

Excluded Assets

Cash (excluding pre-paid Tap-In Fee Deposits)

Accounts Receivable

Equipment:
Two Way Radio Communications Equipment
2005 John Deere Tractor
2011 Ford F-550
Mitel Phone Equipment
Survey Equipment - Trimble System
Push Camera

Schedule 4.4

List of Permits and Compliance with Laws Generally

- NPDES - PA0081868
- NPDES - PA0081868 (Amendment No. 1)
- NPDES - PA0081868 (Amendment No. 2)
- NPDES - PA0082589

3800-PM-WSWM0012 Rev. 12/2007 Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO. PA 0081868

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

FAIRVIEW TOWNSHIP AUTHORITY
599 LEWISBERRY ROAD
NEW CUMBERLAND, PA 17070-2349

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township**, **York County** to the **Susquehanna River** in **Watershed 7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in PARTs A, B, and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON FEBRUARY 1, 2008.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JANUARY 31, 2013.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED JAN 25 2008 **ISSUED BY** _____
Lee A. McDonnell, P.E.

DATE PERMIT AMENDMENT ISSUED _____ **TITLE:** **Water Management Program Manager**

I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Discharge Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [3] Measurement Frequency	Required Sample Type
	Monthly Average	Weekly Average	Minimum	Monthly Average	Weekly Average	Instantaneous Maximum [2]		
Flow (mgd)	Report	Report Daily Max	XXX	XXX	XXX	XXX	Continuous	Measured
Influent [4] (BOD_5 and TSS)	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	8-hr comp
pH (S.U.)	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
Total Suspended Solids	182	272	XXX	30	45	60	1/week	8-hr comp
$CBOD_5$	151	242	XXX	25	40	50	1/week	8-hr comp
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-hr comp
Fecal Coliform (5/1 to 9/30)	XXX	XXX	XXX	200	XXX	XXX	1/week	Grab
Fecal Coliform (10/1 to 4/30)	XXX	XXX	XXX	2,000	XXX	XXX	1/week	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Con't)

3. Additional Requirements:

a. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity, or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant, or aquatic life. 25 Pa. Code 92.51(6)

b. Except as otherwise specified in this permit, the 30-day average percent removal for 5-day carbonaceous biochemical oxygen demand ($CBOD_5$) and Total Suspended Solids (TSS) shall not be less than 85 percent. 40 CFR 133.102

c. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

Footnotes:

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) The Instantaneous Maximum Discharge Limitations are for compliance use by DEP only. Do not report instantaneous maximums on DMRs or supplemental DMRs unless specifically required on those forms to do so.

(3) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

(4) See PART C III.H for more information.

Supplemental Information:

° If the permit requires reporting of average weekly limitations, please follow the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Con't)

B. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2010.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations					Monitoring Requirements	
	Mass Load (lbs)		Concentrations (mg/l)			Minimum (2) Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Kjeldahl---N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Total Nitrogen (1)	Report	Report	XXX	Report	XXX	1/Month	Calculate
Total Phosphorus(1)	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Net Total Nitrogen (1)	Report	Report	XXX	XXX	XXX	1/Month	Calculate
Net Total Phosphorus(1)	Report	Report	XXX	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See PART C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

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Exhibit F

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Con't)

C. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2010 through January 31, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following nutrient effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations					Monitoring Requirements	
	Mass Load(lbs)		Concentrations (mg/l)			Minimum (2) Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Kjeldahl---N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Total Nitrogen (1)	Report	Report	XXX	Report	XXX	1/Month	Calculate
Total Phosphorus(1)	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Net Total Nitrogen (1)	Report	13,333	XXX	XXX	XXX	1/Month	Calculate
Net Total Phosphorus(1)	Report	1,778	XXX	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See PART C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. 25 Pa. Code 92.1

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by the Department to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. 25 Pa. Code 92.1 and 40 CFR 122.2

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a person who discharges sewage, industrial waste or other pollutants into a treatment works. 25 Pa. Code 92.1

Industrial User means those industries identified in the Standard Industrial Classification Manual, Office of Management and Budget, 1987, as amended and supplemented, under the category "Division D-Manufacturing" and other classes of significant waste producers, as by regulation, the Administrator deems appropriate. 25 Pa. Code 92.1

Instantaneous Maximum means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Municipality means a city, town, borough, country, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under § 1288 of the Clean Water Act. 40 CFR 122.2

Publicly Owned Treatment Works (POTW) means a treatment works as defined by § 212. of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. 40 CFR 122.41(m)(1)(ii)

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

Stormwater Associated With Industrial Activity means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at: 40 CFR 122.26(b)(14) and 25 Pa. Code 92.1.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling 40 CFR 122.41(j)(1)

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Records Retention 40 CFR 122.41(j)(2)

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least five years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three years from the date of the sample measurement, report or application. The three-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(j) (3)

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(j)(4)

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(i)(3)

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.4(j)(4)

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)

2. Unless instructed otherwise in PART C of this permit, a properly completed DMR must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified either by the following applicable person, as defined in 25 Pa. Code § 92.23:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal, or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form.

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in PART A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in this permit, nor to notification requirements under 40 CFR §122.42(a) (1).

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If because of an accident, other activity, or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify the Department by telephone of the location and nature of the danger and if reasonably possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(1) 24-Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(a) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(b) Any upset which exceeds any effluent limitation in the permit; and

(c) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note: see 40 CFR 122.44(g).

(ii) Written Report - A written submission shall also be provided within five days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by the Department, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii)

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. 40 CFR 122.41(l)(7)

PART B

MANAGEMENT REQUIREMENTS

A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a).

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. 40 CFR 122.47(a)(4)

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. 40 CFR 122.41(f)

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. 40 CFR 122.41(a)(1)

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply:

a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use, or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs 2, 3, and 4 of this section. 40 CFR 122.41(m)(2)

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury, or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)

c. The permittee submitted the necessary notice required in F.4.a and b below. 40 CFR 122.41(m)(4)(i)(C)

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2 above. 40 CFR 122.41(m)(4)(ii)

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the bypass.

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with PART A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with PART A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR § 122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to The Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of The Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance).

Shall upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa. C. S. A. § 4904 and 40 CFR § 122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of The Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under the Clean Water Act and The Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR § 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit. 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit. 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or The Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b of this section. 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them. 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)

   d. The new permittee is in compliance with existing Department issued permits, regulations, orders, and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedule set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate Department regulations. 25 Pa. Code 92.71a(4)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. SCHEDULE

A. **Timing For Effective Dates Of Effluent Limitations.** The following schedule applies to effluent limitations in this permit:

Provision Containing Effluent Limitation	Effective Date
PART A I.A.2	February 1, 2008 thru January 31, 2013
PART A I.B.2	February 1, 2008 thru January 31, 2010
PART A I.C.2	February 1, 2010 thru January 31, 2013

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

B. **Compliance Schedule.** The permittee shall be in compliance with effluent limitations for Nitrogen and Phosphorus contained in PART A I.C.2, or terminate this discharge, in accordance with the following schedule:

Activity	Due Date
1. Submit Update to Act 537 Sewage Facilities Plan	Not Applicable
2. Submit WQM Part II Permit Application	April 1, 2008
3. Award Contract for Construction or Begin Implementation	August 1, 2008
4. Construction or Implementation Progress Report(s)	Quarterly Reporting Required
5. Issue Certification of Substantial Completion (Plant Fully Operational)	February 1, 2010
6. Compliance with effluent limitations	September 30, 2011

C. No later than 14 calendar days following the date identified in the above schedule of compliance, the permittee shall submit to the Department a written notice of compliance or noncompliance with the specific schedule requirement(s) to:

NPDES Compliance Specialist
Department of Environmental Protection
Water Management Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

D. Each notice of noncompliance, at a minimum, shall include the following information:

1. A description of the noncompliance.
2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
3. A description of any factors which tend to explain or mitigate the noncompliance.
4. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.
5. A revised schedule of compliance for Department approval.

E. The permittee should contact the compliance specialist indicated in the event of anticipated noncompliance with any of a compliance schedule activities listed, seven days prior to the due date of the activity.

II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in PART A I.B and A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset came be found in PART C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us *Keyword "Nutrient Trading"*. The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in PART A and in the Supplemental DMR forms.

4. The Annual Nutrient Summary DMR shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28 of the same calendar year. During this period, compliance for the specified year may be achieved by using registerd credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load =Monthly Total Mass Load + Total Credits sold during the month –Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected, and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity, or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following September 30, 2010, credits may be applied up until November 28, 2011).

5. Whenever credits are applied or sold report the following, using the Supplemental DMR form:

   - Provide the registry number and trade effective dates.

   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at: www.dep.state.pa.us *Keyword "Nutrient Trading"*.

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – The use of credits shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus* the forms shall be submitted when a registered credit is used to satisfy effluent limits. Additionally, *the Annual Nutrient Summary DMR* shall be submitted no later than November 28th following the end of the compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

b. Offsets – The use of offsets shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary DMR* shall be submitted no later than November 28th following the end of the compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40-homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The Nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

(40-homes x 25 lbs / home) / 12 months = 83 lbs/month

For each month following approval of the offset, 83 lbs of Nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems.

The permittee is responsible to maintain records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify when the on-lot system was built, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

OTHER REQUIREMENTS

A No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. Sections 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with PART A III.B of this permit.

E. The permittee shall not accept hauled-in wastes under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.

- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.

- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

F. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD_5 (mg/l), average effluent $CBOD_5$ (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

G. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

H. Composite influent samples shall be collected and analyzed for BOD_5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plant, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

I. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

J. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in PART A I.C.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in PART A of this permit. The information shall be reported monthly supplemental to the Discharge Monitoring Report.

IV. SUPPLEMENTAL INFORMATION

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for this outfall were determined using an effluent discharge rate of 0.726 million gallons per day.

C. The organic design capacity of 967 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

3800-PM-WSFR0012 Rev. 5/2012
Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0081868
Amendment No. 1

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2510

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2012

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2013

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED June 12, 2008
DATE PERMIT AMENDMENT ISSUED AUG 10 2012

ISSUED BY

Maria D. Bebenek

Maria D. Bebenek, P.E.
Acting Clean Water Program Manager
Southcentral Regional Office

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 13' 33.30" , **Longitude** 76° 51' 34.00" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	182	272 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab

Outfall 001, Continued (from September 1, 2012 through June 30, 2013)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W'.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The permittee may not discharge:

   a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))

   b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))

   c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))

   d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

2. The monthly average percent removal of BOD_5 or $CBOD_5$ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))

3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.

4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 13' 33.30" , **Longitude** 76° 51' 34.00" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	1,778				1/month	Calculation
Net Total Phosphorus	Report	13,333				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

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Exhibit F

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (25 Pa. Code 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code 92a.2, 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Industrial User means a source of Indirect Discharge. (40 CFR 403.3)

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

Municipality means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. (25 Pa Code 92a.2 and 40 CFR 122.2)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

   b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

      (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

         (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

         (2) Any upset which exceeds any effluent limitation in the permit; and

         (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

      (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

      (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

   The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))

c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m) (4)(i)(C))

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstratedany noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a 51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C I.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be

submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

- Provide the registry number and trade effective dates.
- Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading"*.

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

(40 homes x 25 lbs / home) / 12 months = 83 lbs/month

For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

III. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD5 (mg/l), average effluent CBOD5 (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Composite influent samples shall be collected and analyzed for BOD5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plan, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

III. Supplemental Information

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.

C. The organic design capacity of 1740 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

3800-PM-WSFR0012 Rev. 5/2012
Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0081868
Amendment No. 2

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2510

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2012

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2013

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED June 12, 2008
DATE PERMIT AMENDMENT ISSUED AUG 31 2012

ISSUED BY Maria D. Bebenek

Maria D. Bebenek, P.E.
Acting Clean Water Program Manager
Southcentral Regional Office

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 13' 33" , **Longitude** 76° 51' 34" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	182	272 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Permit No. PA0081868 A-2

Outfall 001, Continued (from Permit Effective Date through June 30, 2013)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W'.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The permittee may not discharge:

   a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))

   b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))

   c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))

   d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

2. The monthly average percent removal of BOD_5 or $CBOD_5$ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))

3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.

4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 13' 33" , **Longitude** 76° 51' 34" , **River Mile Index** 68.3 , **Stream Code** 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	13,333				1/month	Calculation
Net Total Phosphorus	Report	1,778				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (25 Pa. Code 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code 92a.2, 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Industrial User means a source of Indirect Discharge. (40 CFR 403.3)

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

Municipality means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. (25 Pa Code 92a.2 and 40 CFR 122.2)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

   Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

   For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

   a. The exact place, date and time of sampling or measurements.
   b. The person(s) who performed the sampling or measurements.
   c. The date(s) the analyses were performed.
   d. The person(s) who performed the analyses.
   e. The analytical techniques or methods used; and the associated detection level.
   f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

   Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

   In an effort to assure accurate self-monitoring analyses results:

   a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))

   b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

   Department of Environmental Protection
   Water Management Program
   909 Elmerton Avenue
   Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.

   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

   b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

      (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

         (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

         (2) Any upset which exceeds any effluent limitation in the permit; and

         (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

      (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

      (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

   The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

   a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

   b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

   c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

   d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the

total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))

c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m) (4)(i)(C))

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

(1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))

   c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstratedany noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

IV. ANNUAL FEE

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code 92a.62)

Small Flow Treatment Facility (SRSTP or SFTF)	$0
Minor Sewage Facility < 0.05 MGD (million gallons per day)	$250
Minor Sewage Facility ≥ 0.05 and < 1 MGD	$500
Minor Sewage Facility with CSO (Combined Sewer Overflow)	$750
Major Sewage Facility ≥ 1 and < 5 MGD	$1,250
Major Sewage Facility ≥ 5 MGD	$2,500
Major Sewage Facility with CSO	$5,000

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category: **Minor Sewage Facility >=0.05 and <1 MGD.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees.

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection
Bureau of Point and Non-Point Source Management
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C **Error! Reference source not found.**C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

   - Provide the registry number and trade effective dates.
   -
   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading".*

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

    b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

       If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

       (40 homes x 25 lbs / home) / 12 months = 83 lbs/month

       For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems

   The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

II. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD5 (mg/l), average effluent CBOD5 (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Composite influent samples shall be collected and analyzed for BOD5 and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD_5 loading to the plan, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.

J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.

K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

III. Supplemental Information

A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.

C. The organic design capacity of 1740 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

3800-PM-WSFR0012 Rev. 12/2009
Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0082589

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Fairview Township
599 Lewisberry Road
New Cumberland, PA 17070-2399

is authorized to discharge from a facility known as **Fairview Township Southern STP**, located in **Fairview Township, York County**, to **Unnamed Tributary to Fishing Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON January 1, 2011

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON December 31, 2015

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED DEC 22 2010

DATE PERMIT AMENDMENT ISSUED _____

ISSUED BY _____
Lee A. McDonnell, P.E.
Water Management Program Manager

Permit No. PA0082589

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1, 2011 through December 31, 2015.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.22	XXX	0.74	1/day	Grab
CBOD5	104	167 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5 Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	125	187 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	XXX	1/week	Grab

Outfall 001, Continued (from January 1, 2011 through December 31, 2015)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Ammonia-Nitrogen May 1 - Oct 31	7.9	XXX	XXX	1.9	XXX	3.8	1/week	8-Hr Composite
Ammonia-Nitrogen Nov 1 - Apr 30	23	XXX	XXX	5.7	XXX	11	1/week	8-Hr Composite
Total Phosphorus	8.3	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite
Total Copper	0.075	XXX	XXX	0.018	XXX	0.04	2/month	8-Hr Composite
Total Zinc	0.62	XXX	XXX	0.15	XXX	0.37	2/month	8-Hr Composite

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Continued)

Additional Requirements

1. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant or aquatic life. 25 Pa. Code 92.51(6)

2. Except as otherwise specified in this permit, the 30-day average percent removal for carbonaceous biochemical oxygen demand and total suspended solids shall not be less than 85 percent. 25 Pa. Code 92.2c(b)(1)

3. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

If the permit requires reporting of average weekly limitations use the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. B. For Outfall 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1 2011 through September 30, 2012.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	Report				1/month	Calculation
Net Total Phosphorus	Report	Report				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

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Exhibit F

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. C. For Outfall 001 , **Latitude** 40° 9' 59.00" , **Longitude** 76° 49' 13.00" , **River Mile Index** 1.16 , **Stream Code** 09339

Discharging to Unnamed Tributary to Fishing Creek

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from October 1, 2012 through December 31, 2015.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter [1]	Effluent Limitations					Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)			Minimum [2] Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average	Maximum		
Ammonia---N	Report	Report		Report		1/week	8-Hr Composite
Kjeldahl---N	Report			Report		1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month	Calculation
Total Phosphorus	Report	Report		Report		1/week	8-Hr Composite
Net Total Nitrogen	Report	9,132				1/month	Calculation
Net Total Phosphorus	Report	1,218				1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility .

Footnotes:
(1) See Part C for Chesapeake Bay Requirements.
(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

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Exhibit F

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. 25 Pa. Code 92.1

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. 25 Pa. Code 92.1 and 40 CFR 122.2

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Indirect Discharger means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1 and 40 CFR 122.2

Industrial User means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1

Instantaneous Maximum means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Municipality means a city, town, borough, country, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under §1288 of the Clean Water Act. 40 CFR 122.2

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. 40 CFR 122.41(m)(1)(ii)

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

Stormwater Associated With Industrial Activity means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at 40 CFR §122.26(b)(14) and 25 Pa. Code 92.1.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

Weekly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling 40 CFR 122.4(j)(1)

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Records Retention 40 CFR 122.41(j)(2)

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(j)(3)

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a. The exact place, date and time of sampling or measurements.
b. The person(s) who performed the sampling or measurements.
c. The date(s) the analyses were performed.
d. The person(s) who performed the analyses.
e. The analytical techniques or methods used; and the associated detection level.
f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(j)(4)

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(j)(3)

b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.41(j)(4)

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the agency(ies) below within 28 days after the end of each reporting period. The permittee shall

complete all Supplemental Reporting forms (Supplemental DMRs) provided by DEP in this permit (or an approved equivalent), and submit the signed, completed forms as an attachment to the DMR(s). If the permittee elects to use DEP's electronic DMR (eDMR) system, one electronic submission may be made for DMRs and Supplemental DMRs. If paper forms are used, the completed forms shall be mailed to:

Department of Environmental Protection
Water Management Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92.23:

   - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
   - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
   - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

   If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. 40 CFR 122.22(b)(3)

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. 40 CFR 122.41(l)(4)(ii)

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b).

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

2. Anticipated Noncompliance

   The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

   a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of

pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(2) Any upset which exceeds any effluent limitation in the permit; and

(3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

(ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. 40 CFR 122.41(l)(7)

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a)

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. 40 CFR 122.47(a)(4)

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. 40 CFR 122.41(f)

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. 40 CFR 122.41(a)(1)

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.

a. A new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging pollutants. 40 CFR 122.42(b)(1)

b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)

c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

d. The identity of the industrial users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

e. The POTW shall require users of the treatment works subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. 40 CFR 122.41(m)(2)

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)

b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)

c. The permittee submitted the necessary notice required in F.4.a. and b. below. 40 CFR 122.41(m)(4)(i)(C)

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2. above. 40 CFR 122.41(m)(4)(ii)

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. 40 CFR 122.41(m)(3)(i)

b. Unanticipated Bypass

(i) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.

(ii) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.4l(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 40 CFR 122.41(c)

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

B Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. 40 CFR 122.61(a)

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)

   b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)

   c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)

   d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate DEP regulations. 25 Pa. Code 92.71a(4)

3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

PART C

I. CHESAPEAKE BAY SCHEDULE

A. **Timing For Effective Dates Of Effluent Limitations**. The following schedule applies to effluent limitations in this permit:

Provision Containing Effluent Limitation	Effective Date
Part A I.A.2	January 1, 2011 through December 31, 2015
Part A I.B.2	January 1, 2011 through September 30, 2012
Part A I.C.2	October 1, 2012 through December 31, 2015

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B and Part A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.

2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at http://www.dep.state.pa.us Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.

3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.

4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.

2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.

3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.

4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28th of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load

   For Total Nitrogen:

   Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.961 (TN delivery ratio for facility)) – (Total Credits applied during the month / 0.961 (TN delivery ratio for facility)) – Offsets applied

   For Total Phosphorus:

   Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.436 (TP delivery ratio for facility) – (Total Credits applied during the month / 0.436 (TP delivery ratio for facility)) – Offsets applied

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.

8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least (1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, (2) the calculation to quantify the pounds of reductions expected and (3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.

10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

   1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.

   2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.

   3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits,

when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).

5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:

   - Provide the registry number and trade effective dates.
   - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.

6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.

7. All credit transactions must be on the DEP's Trading website which can be viewed at www.dep.state.pa.us *Keyword "Nutrient Trading".*

8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.

9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

    a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

    b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

       If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

       (40 homes x 25 lbs / home) / 12 months = 83 lbs/month

       For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets Granted by Connection of Retired On-Lot Systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance

system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

III. OTHER REQUIREMENTS

A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.

D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

E. In the event that the Department determines that the permittee's batch discharges are causing impairment to the aquatic life of the receiving stream due to the magnitude and frequency of the discharges, the permittee shall submit a Corrective Action Plan to equalize decant flows prior to discharge with a schedule to complete the improvements. The Corrective Action Plan and schedule shall be submitted within 60 days of the Department's written notification. Upon approval of the Plan, the Department will issue an amendment to the facility's Water Quality Management Permit.

F. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.

G. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:

- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
- When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
- When the instantaneous flow at the treatment facility exceeds 2.82 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.

I. Influent BOD5 and TSS samples shall be collected and analyzed. Loading from hauled-in wastes must also be included in plant loading through analyses of the hauled-in wastes reported on DMR Supplemental

Forms or influent composite sampling. If hauled-in wastes are not included in influent composite analyses, for each day in which hauled-in wastes are received at the facility, indicate the volume and combined loading of septage, sludge, and other wastes received during the day on the DMR Supplemental Form. Loading from the hauled-in waste shall be based on a daily composite of grab samples from the individual truck loads.

IV. Supplemental Information

A. The hydraulic design capacity of 0.94 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.50 MGD.

C. The organic design capacity of 1,280 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

V. SOLIDS MANAGEMENT

A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids, produced by the system, by balancing the amount of solids maintained within the treatment system. The permittee shall develop a scheduled sludge wasting rate that maintains an appropriate mass balance for the specific treatment process type and system loadings and maintains compliance with permit effluent conditions. Holding excess sludge within clarifiers or in the disinfection process is not acceptable. The permittee shall compute and set the wasting rate and time so as to maintain an appropriate balance of sludge in the system. Seasonal variations shall be considered in developing sludge wasting rates.

B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-WSFR0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-WSFR0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-WSFR0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FMWSFR0450), as attachments to the DMR.

C. By March 31 of each year, the permittee shall submit a "Sewage Sludge Management Inventory" that summarizes the amount of sewage sludge and/or biosolids produced and wasted during the calendar year from the system. The "Sewage Sludge Management Inventory" may be submitted with the Municipal Wasteload Management Report required by Chapter 94. This summary shall include the expected sewage sludge production (estimated using the methodology described in the U.S. EPA handbook, "Improving POTW Performance Using the Composite Correction Approach" (EPA-625/6-84-008), compared with the actual amount disposed during the year. Sludge quantities shall be expressed as dry weight in addition to gallons or other appropriate units.

VI. RECEIPT OF RESIDUAL WASTE

A. The permittee shall document each load of residual waste (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate) received for processing at the treatment facility. Upon receipt, the permittee shall record the information required for the Residual Waste Supplemental DMR (Form No. 3800-FM-WSFR0450) and the residual waste transporter operational record pursuant to 25 Pa. Code § 299.219 as follows:

1. The types or classifications of residual waste received and well permit # if applicable.

2. The weight or volume of the types of wastes received.

3. The name, mailing address, telephone number, county and state of each generator of residual waste received.

4. The name and location of any transfer facility that received and transferred the waste.

5. The name and address of the person or municipality collecting or transporting the waste.

6. The license plate number of the vehicle/trailer transporting the waste.

B. This information at a minimum can be found on the required daily operational record of the transporter. If the transporter is unable to provide this information, the load shall not be accepted by the permittee until such time as the transporter is able to provide the required information.

C. In addition, the permittee shall summarize the information on a monthly basis and submit the enclosed Residual Waste DMR Supplemental Form (Form No. 3800-FM-WSFR0450) to the Department as an attachment to the DMR.

D. Prior to receipt of any residual waste, the permittee shall obtain a chemical analysis of the wastewater as required in 25 Pa. Code § 287.54 from the generator of the wastewater.

E. For oil and gas wastewaters, within 30 days of delivering fracturing (frac) water to the treatment facility, the operator of the well or well site generating the frac water will submit a characterization of the frac wastewater using the parameters listed in the Bureau of Waste Management Form 26R. For the first 30 days of wastewater generation after fracturing, the operator of the well site will provide and the receiving facilities will rely upon an oil and gas industry generic characterization of the wastewater. A waste characterization (as described above) will need to be submitted for all other types of wastewater generated prior to acceptance at the treatment facility.

F. The information required by this condition shall be retained by the permittee for 5 years from the date of receipt. This information must be made available for inspection by and a copy made available to the Department, upon request.

Schedule 4.5

Pending or Threatened Litigation

NONE

Schedule 4.6

Environmental Matters

NONE

Schedule 4.8

Real Estate

List of Real Property Interests ("In Fee") to Be Acquired

1. North Wastewater Treatment Plant Site
   - Parcel ID# 27000SF0067A000000
   - Parcel ID# 27000SF00670000000
   - Parcel ID# 27000SF0068A000000
   - Parcel ID# 27000SF00690000000
   - Parcel ID# 27000SF0069B000000
   - Parcel ID# 27000SF00680000000

2. South Wastewater Treatment Plant Site; and
3. Pump Stations – FAIRVIEW to provide parcel info.
4. Other Property – FAIRVIEW to provide

Schedule 4.9

List of Easements, Licenses and Rights-of-Way

To be furnished by FAIRVIEW - Listed by Parties, Date of Agreement, Deed book/page #

Schedule 4.10

Personalty

NONE

Schedule 4.11

Leases

1. Land Lease Agreement for cellular tower
    - Original Land Lease Agreement between Fairview Township Authority and Pennsylvania Cellular Telephone Corp. dated April 18, 1996.
    - Assignment of Land Lease Agreement between Fairview Township Authority and Fairview Township dated June 25, 1997.

Schedule 4.12

Contracts

1. Red Barn Trading Company Agreement to purchase Nitrogen water quality nutrient credits for a period of 15 years dated April 10, 2008

2. Reservation of Capacity Fee Agreements - Agreements to be provided by FAIRVIEW

Owner	EDUs
Chris McKinney	1
Paul E. Shearer Trust	3
DJH Penn Valley	13
Eastern Development & Planning	157
Old York Developers, LLC	26
Gemcraft Homes	39
	239

3. Prepaid Tapping Fees Agreements - Agreements to be provided by FAIRVIEW

Subdivision Name	Originl EDUs	Each	Total	Remaining EDUs	Remaining Cost
Briarcliff, Phase 1 & 2	72	$3,015	$217,080	3	$9,045
Old Orchard, Phase 3	88	$4,440	390,720	46	204,240
Woods @ Deer Run	16	$4,440	71,040	7	31,080
Pelleschi	2	$4,440	8,880	2	8,880
Beinhower	2	$4,440	8,880	2	8,880
Woodbridge, Phase 7 - S&A	27	$4,440	119,880	6	26,640
Woodbridge, Phases 8-11	59	$8,130	479,670	31	252,030
Weatherstone	37	$4,010	148,370	27	108,270
				124	**$649,065**

4. Lower Allen Township Agreement for the connection to the outfall line of Lower Allen Authority.
   - Original Agreement between the Fairview Township Authority and the Lower Allen Township Authority dated December 28, 1976.
   - Amendment to Agreement dated June 6, 1994.
   - Second Amendment to Outfall Agreement dated March 13, 2000.

5. Lower Allen Township Agreement for collection, transportation, treatment, and discharge of sewage from portions of the Township of Fairview
   - Original Agreement between the Township of Fairview/Fairview Township Authority and the Township of Lower Allen dated December 28, 1976.
   - Amendment to Agreement dated September 6, 1990.
   - Third Amendment to Agreement dated September 4, 1997.

6. Other Agreements to be provided by FAIRVIEW

Schedule 4.14

Liabilities

1. General Obligation Bonds, Series 2013
2. PNC Loan Obligation 606587833
3. PNC Loan Obligation 606588131
4. PNC Loan Obligation 606587887
5. PNC Loan Obligation 606633301

Schedule 4.15

Customer Advances

NONE

Schedule 6.2.2

Fairview's Existing Wastewater Rates - to be adopted by PAWC as its base rates effective at Closing

- Residential Customers
  - $192.00 per EDU per quarter or $64.00 per month per EDU

- Commercial Customers
  - $233.00 per EDU per quarter or $77.67 per EDU per month
  - Volumetric Charge - $11.506/Thousand Gallons for all usage over 20,250 per EDU per quarter or over 6,750 per EDU per month.

Schedule 6.2.3
Phase 2 Collection System

The Phase 2 Collection System is currently under design. The Phase 2 Collection System generally consists of the following:

- Park Pump Station gravity sewer and force main up S.R. 114 to Stetler Road and across S.R. 114 to Stetler Road, down church access drive to existing interceptor. (4,000 feet of force main; 2600 feet of gravity main; 17 laterals)
- Leg at church triangle (475 feet of gravity main; 185 feet of force main to valve vault; 3 laterals)
- Spangler Mill Pump Station to Shauffnertown Road through right-of-way to Diller and Ridge Roads (includes Meadowbrook Mobile Home Park). (4,200 feet of gravity main; 47 homes and 5 lots)
- Spangler Mill Pump Station to valve vault on Old Forge Road. (2,600 feet of force main; 2,300 feet of gravity main; 17 homes)
- Carriage Road to Stetler Road and to end of force main across S.R. 114. (625 feet of force main; 3300 feet of gravity main; 49 homes)
- Old Forge Pump Station heading north to triangle. (1700 feet of force main; 2,150 feet of gravity main, 22 homes)
- Old Forge Pump Station heading south including bore to Bunker Hill MH 4-2.5. (1,000 feet of gravity main; bore under creek ; 120 feet of lining; 12 homes
- Bunker Hill Road to Rudytown Road, Sunset View Drive and Bradley Circle. (4,500 feet of gravity main; 385 feet of low pressure to #866 Rudytown Road; 60 homes and 4 lots)
- Null Road and Scenic Circle. (900 feet of gravity main; 12 homes)
- Low pressure force main. (350 feet of low pressure force main; 4 homes)

Schedule 8.1.7

Certification of Financial Information

CERTIFICATE AS TO DEBT, CONTRIBUTIONS,
AND ADDITIONS AND RETIREMENTS

The undersigned officer of the Township of Fairview ("FAIRVIEW"), with regard to the Purchase Agreement dated _____ (the "Agreement") between the FAIRVIEW, as Seller, and Pennsylvania American Water Company ("PAWC"), as Buyer, for the sale by FAIRVIEW to PAWC of the public wastewater treatment, collection and disposal system now owned by FAIRVIEW (the "Wastewater System"), hereby certifies that:

1. The amount of FAIRVIEW's net outstanding long-term debt or notes related to the Wastewater System is $_____.

2. The amount of all unexpired customers' advances for construction and unexpended contributions in aid of construction is $_____.

3. The additions or retirements to the Wastewater System during the period [date of agreement] through the date of this Certificate, together with the cost thereof, are: $_____.

All of the foregoing statements are true and correct as of the _____ day of _____, 2015.

ATTEST:

_____
Secretary

(SEAL)

TOWNSHIP OF FAIRVIEW

_____
President

Schedule 8.1.9

Opinion of Counsel (FAIRVIEW)

Sample Attached (2 pages) – Final to be provided at Closing

[DATE]

Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033

Ladies and Gentlemen:

I have acted as counsel for _____, a Pennsylvania _____ (the "Seller") in connection with the execution and delivery by the Seller of the Purchase Agreement (the "Agreement") dated _____ between the Seller and Pennsylvania-American Water Company, a Pennsylvania corporation ("PAWC"). This opinion is delivered to you pursuant to Paragraph 8.1.9 of the Agreement. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement unless otherwise noted.

In connection with the opinions expressed below, I have made such examination of law and have examined originals, or copies certified or otherwise identified to my satisfaction, of the Agreement and all other agreements and instruments to be executed by the Seller in connection with the Agreement ("Transaction Documents"), and such documents and records of the Seller, certificates of public officials and of officers of the Seller, and such other documents as I have deemed necessary or appropriate.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. The Seller is validly existing under the laws of the Commonwealth of Pennsylvania and has all requisite municipal power and municipal authority to perform its obligations under the Agreement, and to own the Acquired Assets as now owned or leased and to operate the Acquired Assets as now operated.

2. All proceedings required to be taken by or on the part of the Seller to authorize the execution, delivery and performance of the Agreement and the Transaction documents, and the consummation of the transactions thereby, have been duly and properly taken. Each of the Agreement and the Transaction Documents have been duly and validly executed and delivered.

3. All consents, approvals, authorizations or orders of any court or governmental authority of the United States or the Commonwealth of Pennsylvania required for the consummation by the Seller of the transactions contemplated by the Agreement have been obtained.

4. Neither the execution and delivery of the Agreement and the Transaction documents by the Seller not the consummation of the transactions contemplated thereby will conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, the terms of any agreement or instrument to which the Seller is a party or by which the Acquired Assets may be bound or affected. The execution, delivery and performance of, and compliance with, the Agreement and the Transaction Documents by the Seller will not violate any provision of any law, rule, regulation, or to my knowledge, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, arbitrator or governmental authority, by which the Seller is bound or to which it is subject.

5. The Agreement and other agreements and documents to be executed pursuant thereto, when executed and delivered by the Seller, will constitute legal, valid and binding obligations of the Seller, enforceable against it in accordance with their respective terms.

(SUBJECT TO CUSTOMARY ASSUMPTIONS AND EXCLUSIONS TO BE INCLUDED PRIOR TO CLOSING)

Sincerely,

Schedule 8.1.13

Permits Issued

Refer to Schedule 4.4

Schedule 8.2.3

Opinion of Counsel (PAWC)

Sample Attached – To be provided at Closing (1 page)

Date_____

I am Corporate Counsel for Pennsylvania-American Water Company ("PAWC"), a Pennsylvania corporation, in connection with the execution and delivery of the Purchase Agreement dated _____, between _____, as Seller, and PAWC, as Purchaser, for the sale by _____ to PAWC of the public wastewater system ("Wastewater System") and assets related to the Wastewater System now owned by_____. This Opinion is delivered to you under Paragraph 8.2.3 of the Purchase Agreement.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

2. The execution, delivery and performance of the Purchase Agreement does not, and the consummation of the transaction contemplated by the Purchase Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

Sincerely,

_____

Corporate Counsel
Pennsylvania American Water

Pennsylvania-American Water Company, Inc.
Pro-Forma Balance Sheet (Unaudited)
December 31, 2014
(Dollars in thousands)

	PAWC December 31, 2014 (Audited)	Fairview Acquisition December 31, 2014 (Unaudited)	Consolidated December 31, 2014 (Unaudited)
Property, plant and equipment			
Utility plant - at original cost less accumulated depreciation	$ 3,340,425	$ 15,286	$ 3,355,711
Utility plant acquisition adjustments, net	$ 14,401		$ 14,401
Total Non-Utility Plant, net	$ 505		$ 505
Total property plant and equipment	**$ 3,355,331**	**$ 15,286**	**$ 3,370,617**
Current assets			
Cash and cash equivalents	$ 849	$ 11,608	$ 12,457
Accounts receivable:			
Billed, net of allowance for doubtful accounts	$ 49,599	$ 398	$ 49,997
Unbilled	$ 30,971	$ -	$ 30,971
Other current assets	$ 32,924	$ 313	$ 33,237
Total current assets	**$ 114,343**	**$ 12,318**	**$ 126,661**
			$ -
Long-term assets			$ -
Regulatory assets	$ 189,484		$ 189,484
Goodwill	$ 39,782		$ 39,782
Prepaid Pension Expense	$ -		$ -
Other	$ 23,449		$ 23,449
Total long-term assets	**$ 252,715**	**$ -**	**$ 252,715**
Total assets	**$ 3,722,389**	**$ 27,604**	**$ 3,749,993**
Capitalization and Liabilities			
Capitalization			
Total stockholder's equity	**$ 1,282,291**	**$ 7,709**	**$ 1,290,000**
Long-term debt	$ 1,144,047	$ -	$ 1,144,047
Preferred stock without mandatory redemption requirements	$ -		$ -
Preferred stock with mandatory redemption requirements	$ 8,852		$ 8,852
Total capitalization	**$ 2,435,190**	**$ 7,709**	**$ 2,442,899**
Current liabilities			
Notes payable - associated companies	$ 73,766	$ 17,714	$ 91,480
Current portion of long-term debt	$ 5,217	$ 1,476	$ 6,693
Other	$ 135,760	$ 705	$ 136,465
Total current liabilities	**$ 214,743**	**$ 19,895**	**$ 234,638**
Long-term liabilities			
Deferred income taxes	$ 768,264		$ 768,264
Regulatory Liabilities	$ 32,238	$ -	$ 32,238
Other	$ 127,081		$ 127,081
Total long-term liabilities	**$ 927,583**	**$ -**	**$ 927,583**
Contributions in aid of construction	**$ 144,873**	**$ -**	**$ 144,873**
Total capitalization and liabilities	**$ 3,722,389**	**$ 27,604**	**$ 3,749,993**

Pennsylvania-American Water Company, Inc.
Proforma Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)
(Dollars in thousands)

Exhibit F

	PAWC 12 Months Ended December 31, 2014 Audited	Fairview TWP 12 Months Ended December 31, 2014 Unaudited	Consolidated 12 Months Ended December 31, 2014 Unaudited
Operating revenues	**$ 605,432**	**$ 4,198**	**$ 609,630**
Operating expenses			
Operation and maintenance	$ 199,887	$ 2,191	$ 202,078
Depreciation and amortization	$ 81,165	$ 727	$ 81,892
General taxes and other	$ 21,296	$ -	$ 21,296
Total Operating Expenses	**$ 302,348**	**$ 2,918**	**$ 305,266**
Operating income	**$ 303,084**	**$ 1,280**	**$ 304,364**
Other income (expenses)			
Other income, net	$ 48	$ 6	$ 54
Interest expense, net	$ 66,712	$ (589)	$ 66,123
Total Other Expenses	**$ (66,664)**	**$ (583)**	**$ 66,177**
Income before income taxes	**$ 236,420**	**$ 697**	**$ 237,117**
Provision for income taxes	**$ 96,237**	**$ -**	**$ 96,237**
Net income	**$ 140,183**	**$ 697**	**$ 140,880**

PENNSYLVANIA-AMERICAN WATER COMPANY

I, E.T. HICKS, Assistant Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company"), DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Consent on June 1, 2015, and that such resolutions have not been amended or rescinded and are still in full force and effect:

> RESOLVED, that the officers of the Company be, and they hereby are, authorized to purchase the assets of Fairview Township's wastewater system; and
>
> RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Fairview Township an agreement to purchase the assets of Fairview Township's wastewater system are ratified, confirmed and approved; and
>
> RESOLVED, that the proper officers including but not limited to the President or a Vice President of the Company be, and hereby are, authorized and directed to execute and deliver any and all documents, make all filings and do any other thing which they may deem necessary, proper or desirable to effectuate the purposes of the foregoing resolutions, and to carry out the closing of the purchase of Fairview Township's wastewater system.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company this 2nd day of June, 2015.

E.T. Hicks
Assistant Secretary

FAIRVIEW TOWNSHIP
York County, Pennsylvania

RESOLUTION NO. 2015-12

A RESOLUTION OF FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A PURCHASE AGREEMENT WITH PENNSYLVANIA-AMERICAN WATER COMPANY FOR THE SALE OF THE FAIRVIEW TOWNSHIP WASTEWATER TREATMENT, COLLECTION AND DISPOSAL SYSTEM, AUTHORIZING THE APPROPRIATE OFFICIALS OF THE TOWNSHIP TO FULLY EXECUTE AND DELIVER THE PURCHASE AGREEMENT TO PENNSYLVANIA-AMERICAN WATER COMPANY, AND AUTHORIZING THE TOWNSHIP STAFF, SOLICITOR AND ENGINEERS TO TAKE ANY AND ALL ACTIONS NECESSARY TO COMPLY WITH AND COMPLETE THE TRANSACTION CONTEMPLATED BY THE PURCHASE AGREEMENT.

WHEREAS, Fairview Township, York County, Pennsylvania ("Township") is a township of the second class; and

WHEREAS, the Township is the owner and operator of a public sanitary wastewater treatment, collection and disposal system ("Sewer System"); and

WHEREAS, the Sewer System consists of both real property, in the form of pump station sites, treatment plant site, including improvements thereon and other interests in real estate and personal property, in the form of mains, laterals, pumps, valves and other equipment employed as a part of the Sewer System; and

WHEREAS, Pennsylvania-American Water Company ("PAWC") has submitted an offer to purchase the Sewer System by virtue of a Purchase Agreement, which is attached hereto and is incorporated herein by reference; and

WHEREAS, PAWC is a public utility as defined by the Pennsylvania Public Utility Code, as amended; and

WHEREAS, Section 1503(a) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(a)) authorizes a second class township to sell real property by public auction after due advertisement; and

WHEREAS, Section 1503 (c)(8) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(c)) provides that the requirements of bidding and advertisement set forth in Section 1503 do not apply to the conveyance or lease of real property by the township to a public utility; and

WHEREAS, Section 1504(a) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(a)), authorizes a second class township to sell personal property by public auction after due advertisement; and

WHEREAS, Section 1504(c)(2)(viii) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(c)) provides that the requirements of bidding and advertisement set forth in Section 1504 do not apply to the sale or lease of personal property by the township to a public utility; and

WHEREAS, the Township obtained a valuation report from a third-party, AUS Consultants to determine an estimated fair market value of the Sewer System; and

WHEREAS, the Board of Supervisors have concluded that the value of the offer by Pennsylvania-American Water Company is fair and reasonable in light of the valuation report; and

WHEREAS, the Board of Supervisors of Fairview Township, have determined that the sale of the Sewer System to PAWC pursuant to the terms and conditions of the Purchase Agreement is generally in the best interests of the Township; and

WHEREAS, the Board of Supervisors specifically have determined that the sale of the Sewer System offers the following benefits:

a. It relieves the Township residents of the continuing duty and expense to maintain, finance, inspect, upgrade, repair, replace, enlarge and otherwise operate the Sewer System;

b. It will help stabilize sewer rates for the approximately 3900 users of the Sewer System by spreading the costs of maintenance, upgrade, repair, replacement, enlargement and overall operation to the approximately 667,000 customers of Pennsylvania-American Water Company;

c. It will save 300 residences within the Act 537 Plan project area a combined $2,850,000.00 in tapping fee cost ($9,500.00 per home) to connect to the Sewer System;

d. It requires Pennsylvania-American Water Company to complete, at its cost, the Act 537 Plan Project;

e. It will enable the Township to retire all existing sewer debt; and

f. Pennsylvania-American Water Company intends to convert the billing for sewer service to a consumption-based rate, which will more fairly reflect a customer's use of the Sewer System.

NOW, THEREFORE, BE IT SO RESOLVED by the Board of Supervisors of Fairview Township, York County, Pennsylvania, and by and through the authority of the same, as follows:

1. Fairview Township hereby authorizes entering into the Purchase Agreement with the Pennsylvania-American Water Company for the purchase of the Fairview Township Sewer System.

2. The appropriate officials of the Township are authorized to fully execute the Purchase Agreement and deliver the same to Pennsylvania-American Water Company; and

3. The Township staff, solicitor and engineers are authorized to take any and all actions necessary and required to comply with and complete the transaction contemplated by the Purchase Agreement.

RESOLVED this 28th day of May, 2015.

ATTEST:

By: _____
Donna L. Nissel
Township Secretary

FAIRVIEW TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Robert P. Stanley, Jr., Chairman

By: _____
Mario D. Pirritano, Vice-Chairman

By: _____
John C. Minito

By: _____
Christopher L. Allen

By: _____
John J. Jones

0248435-

Rate Schedule

Residential:

	Fairview Township	PAWC
Flat Rate	$192.00 per EDU per quarter	$64.00 per EDU per month

Non Residential (Commercial, Industrial & Municipal):

	Fairview Township	PAWC
Service Charge:	$233.00 per EDU per quarter including a usage allowance of 20,250 gallons per EDU per quarter	$77.67 per EDU per month including a usage allowance of 6,750 gallons per EDU per month
Usage Charge:	$1.1506 per 100 gallons for all usage in excess of 20,250 gallons per EDU per quarter	$1.1506 per 100 gallons for all usage in excess of 6,750 gallons per EDU per month

RATES FOR RATE ZONE 8 – The rates as set forth below will be in effect for all Fairview Township wastewater customers. (C)

Flat Rate Charges - Residential

A Flat Rate of $64.00 per EDU, per month shall be billed to each residential customer.

Metered Charges - Commercial, Industrial, Municipal

Service Charge For All Non-Residential Classes:

All metered non-residential customers shall be subject to a monthly service charge of $77.67 per EDU.

Usage Charge For All Non-Residential Bill Classes:

The following rates shall apply per hundred gallons per EDU.

The First	6,750 gallons per month	Service Charge
All Over	6,750 gallons per month	$1.1506 per hundred

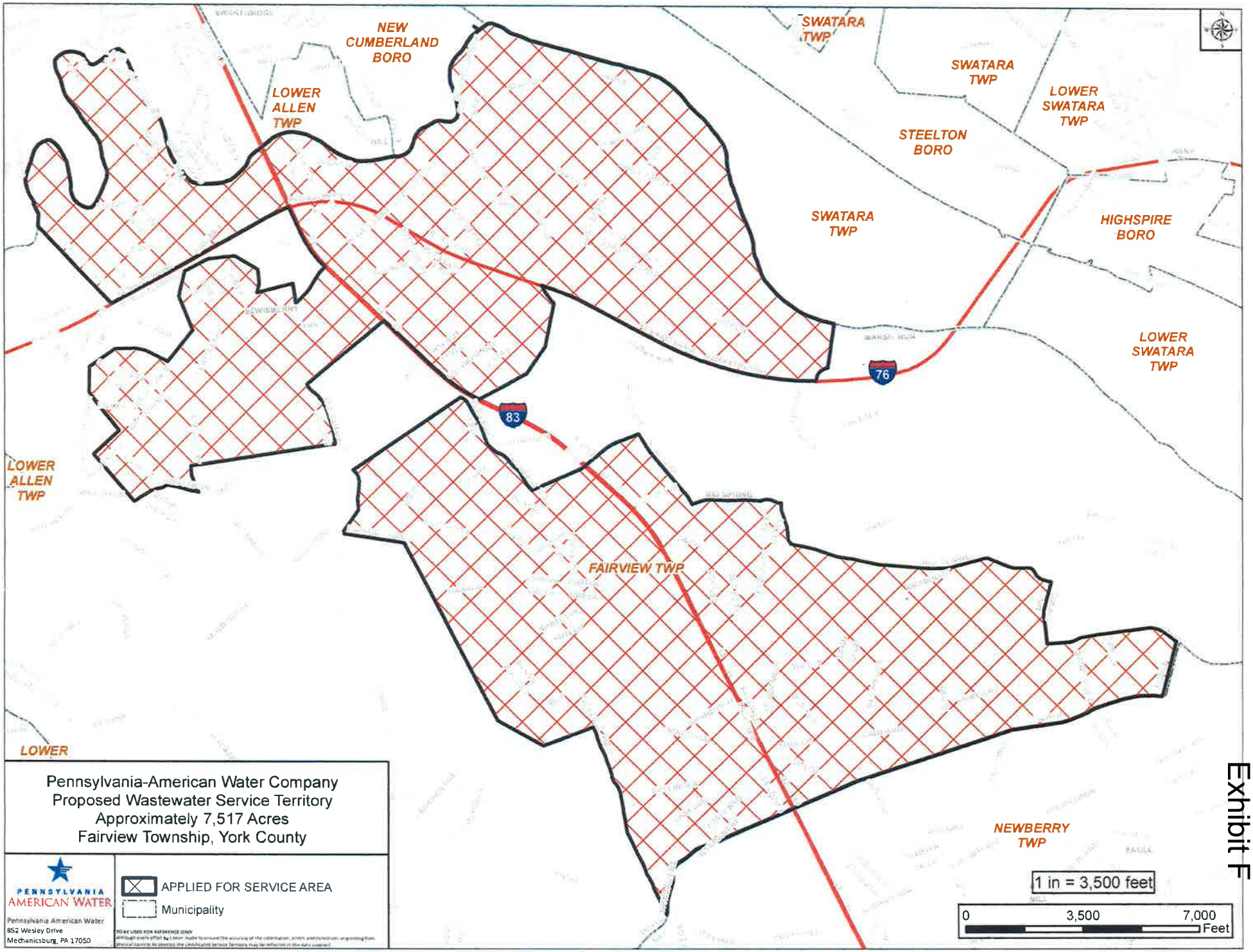

NEW CUMBERLAND BORO
LOWER ALLEN TWP
SWATARA TWP
SWATARA TWP
LOWER SWATARA TWP
STEELTON BORO
SWATARA TWP
HIGHSPIRE BORO
LOWER SWATARA TWP
LOWER ALLEN TWP
FAIRVIEW TWP
NEWBERRY TWP
LOWER
83
76
Pennsylvania-American Water Company
Proposed Wastewater Service Territory
Approximately 7,517 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
APPLIED FOR SERVICE AREA
Municipality
1 in = 3,500 feet
0
3,500
7,000
Feet

Exhibit F

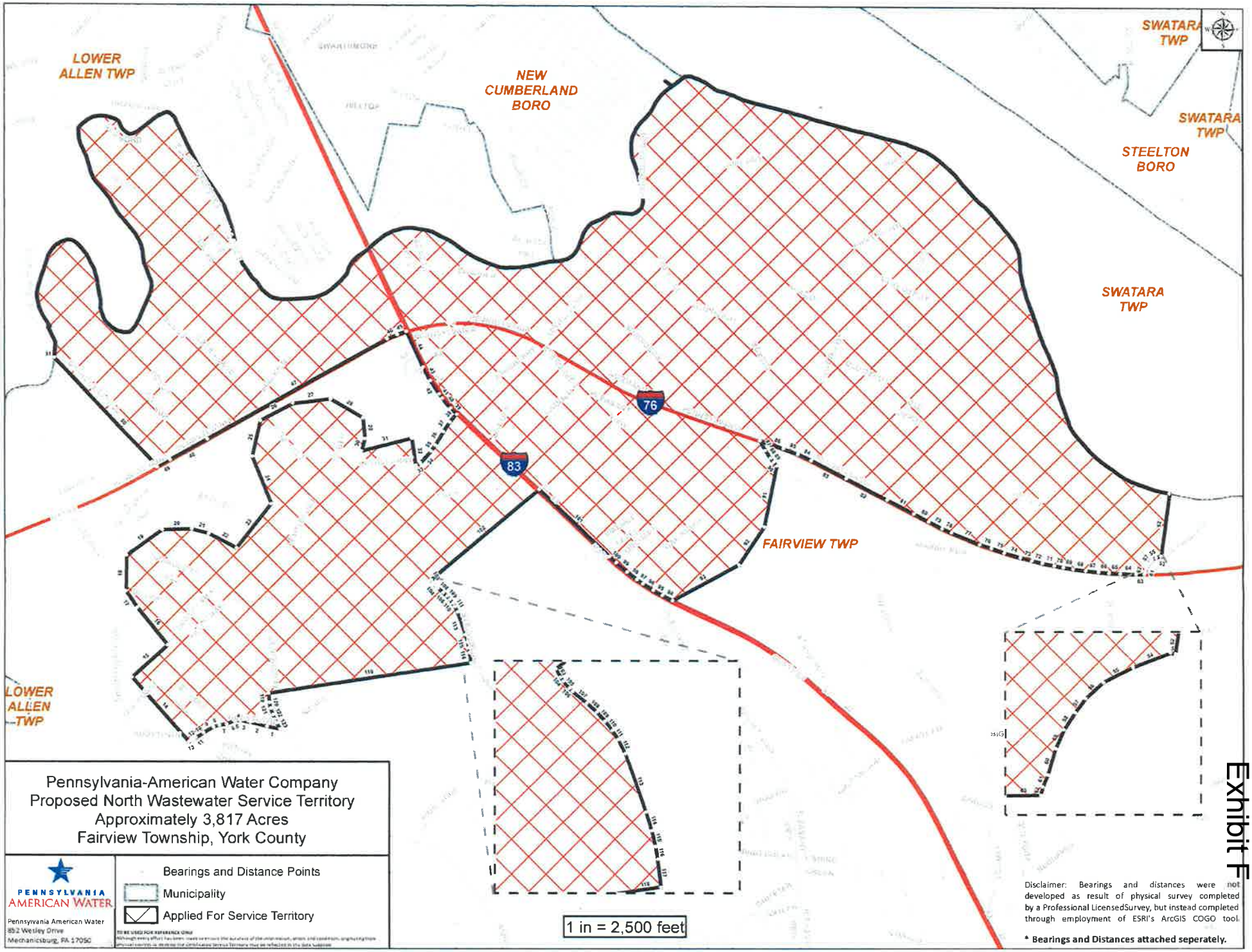

LOWER ALLEN TWP
NEW CUMBERLAND BORO
SWATARA TWP
SWATARA TWP
STEELTON BORO
SWATARA TWP
76
83
FAIRVIEW TWP
LOWER ALLEN TWP
Pennsylvania-American Water Company
Proposed North Wastewater Service Territory
Approximately 3,817 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
Bearings and Distance Points
Municipality
Applied For Service Territory
1 in = 2,500 feet
Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional LicensedSurvey, but instead completed through employment of ESRI's ArcGIS COGO tool.
* Bearings and Distances attached seperately.

Exhibit F

Fairview Township

North Service Territory

Sequence	From	To	Bearing	Distance (ft)
1	1	2	N78°57'36"W	278.328
2	2	3	N75°26'47"W	373.0822
3	3	4	N79°41'43"W	213.5134
4	4	5	N86°30'33"W	99.7945
5	5	6	S73°10'43"W	38.9949
6	6	7	S65°21'56"W	172.8499
7	7	8	S80°06'22"W	151.5596
8	8	9	S71°26'51"W	133.6834
9	9	10	S59°50'32"W	253.9979
10	10	11	S55°35'50"W	193.5822
11	11	12	S50°51'22"W	48.1282
12	12	13	S57°40'49"W	50.3323
13	13	14	S71°19'59"W	67.8029
14	14	15	N41°00'20"W	1854.8298
15	15	16	N47°51'45"E	1032.4856
16	16	17	N39°44'59"W	1026.2961
17	17	18	N34°45'42"W	424.7666
18	18	19	N0°47'15"E	757.8841
19	19	20	N54°23'21"E	948.1456
20	20	21	N88°19'00"E	631.6745
21	21	22	S74°25'20"E	371.7278
22	22	23	S62°33'20"E	663.9109
23	23	24	N38°11'31"E	1203.8795
24	24	25	N20°56'57"W	1110.7487
25	25	26	N12°50'22"E	781.253
26	26	27	N62°00'10"E	776.6551
27	27	28	N83°22'16"E	808.3556
28	28	29	S60°17'38"E	797.0203
29	29	30	S5°19'16"E	444.6243
30	30	31	S14°34'59"W	275.8126
31	31	32	N75°31'34"E	1102.7061
32	32	33	S8°31'51"E	588.1038
33	33	34	N63°45'31"E	103.0704
34	34	35	N42°16'25"E	348.4235
35	35	36	N36°12'09"E	156.521
36	36	37	N29°21'28"E	334.643
37	37	38	N34°37'06"E	245.2414
38	38	39	N41°56'16"E	224.0529
39	39	40	N44°25'58"W	185.9929
40	40	41	N40°28'51"W	268.7627
41	41	42	N36°36'25"W	113.5429
42	42	43	N33°41'24"W	342.7152
43	43	44	N28°11'34"W	327.9725
44	44	45	N24°56'31"W	842.9398
45	45	46	S69°26'38"W	200.2501

Fairview Township

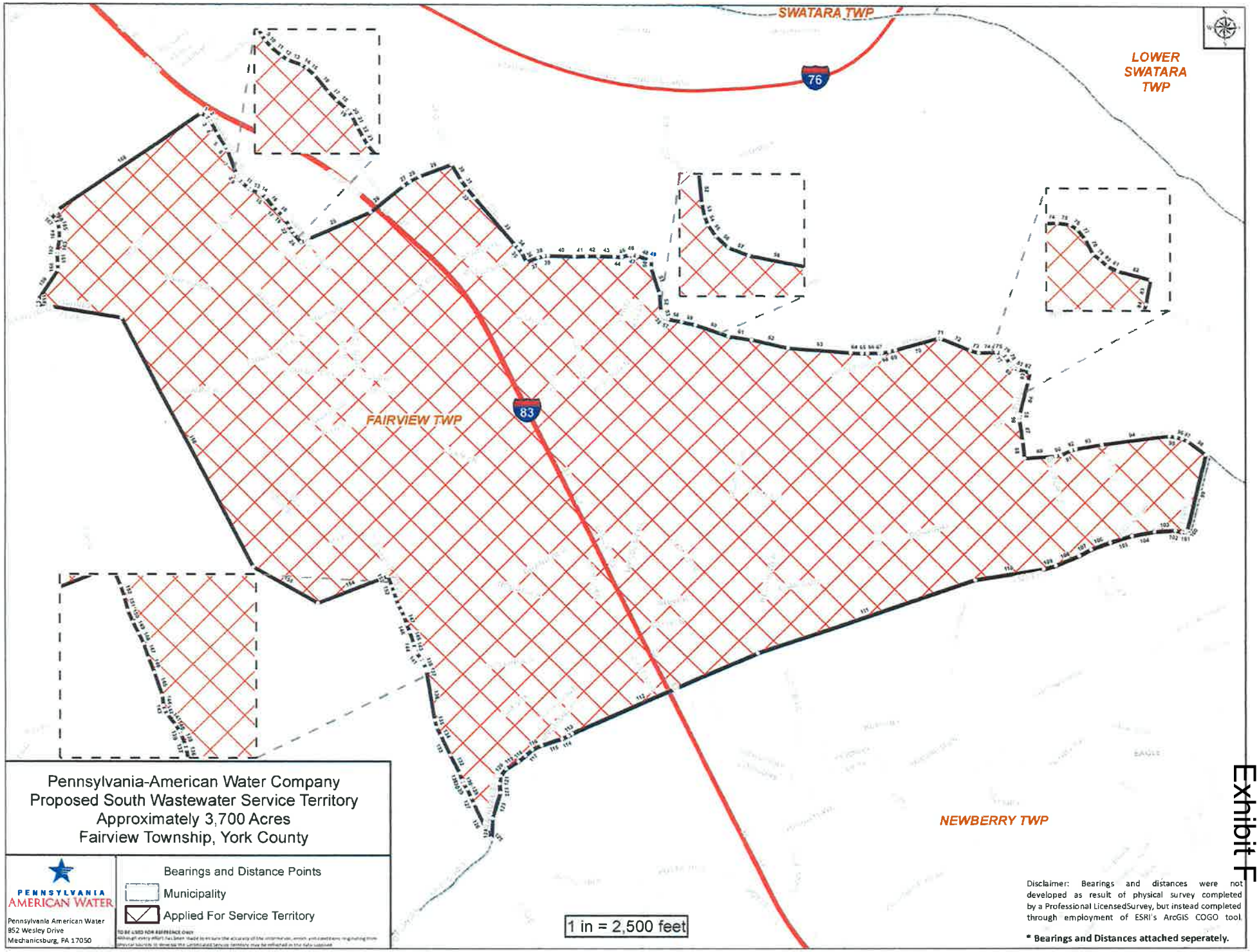
North Service Territory

Sequence	From	To	Bearing	Distance (ft)
46	46	47	S66°48'05"W	237.9929
47	47	48	S60°56'25"W	4389.6683
48	48	49	S60°37'58"W	908.4019
49	49	50	S61°11'47"W	308.0827
50	50	51	N43°37'48"W	3209.2916
51	51	52		
From Point 51, follow Yellow Breeches Creek downstream to the confluence of the Susquehanna River. Then follow the western shore of the Susquehanna River in a Southeasterly direction				
52	52	53	S7°42'29"W	1360.4228
53	53	54	N78°06'41"W	13.4837
54	54	55	S68°54'36"W	109.0399
55	55	56	S63°08'08"W	89.1334
56	56	57	S48°04'56"W	63.9285
57	57	58	S35°58'01"W	48.4782
58	58	59	S32°11'45"W	55.3926
59	59	60	S23°06'23"W	56.626
60	60	61	S16°09'52"W	74.8334
61	61	62	S22°58'22"W	34.6962
62	62	63	S13°37'37"W	23.5805
63	63	64	N89°57'27"W	175.9404
64	64	65	N88°09'29"W	340.28
65	65	66	N86°29'56"W	247.3366
66	66	67	N85°26'51"W	223.0997
67	67	68	N83°49'37"W	276.08
68	68	69	N82°06'15"W	265.2425
69	69	70	N80°55'34"W	214.6655
70	70	71	N79°45'47"W	196.3549
71	71	72	N77°37'58"W	260.2046
72	72	73	N76°48'41"W	230.5604
73	73	74	N75°14'40"W	251.5242
74	74	75	N73°40'35"W	357.6461
75	75	76	N69°32'26"W	289.0677
76	76	77	N72°22'08"W	269.9731
77	77	78	N66°48'27"W	645.3848
78	78	79	N66°20'52"W	224.5957
79	79	80	N62°45'36"W	316.3324
80	80	81	N61°17'01"W	359.8879
81	81	82	N62°56'07"W	641.0305
82	82	83	N61°40'14"W	983.4045
83	83	84	N62°10'18"W	845.1363
84	84	85	N64°24'08"W	310.4151
85	85	86	N69°03'26"W	338.787

Fairview Township

North Service Territory

Sequence	From	To	Bearing	Distance (ft)
86	86	87	N70°28'51"W	522.1987
87	87	88	S26°08'11"E	233.5126
88	88	89	S34°36'10"E	204.066
89	89	90	S37°34'07"E	106.7788
90	90	91	S40°18'51"E	112.7036
91	91	92	S11°29'41"W	1346.0072
92	92	93	S33°33'48"W	979.7561
93	93	94	S61°44'57"W	1623.0165
94	94	95	N62°28'15"W	242.275
95	95	96	N59°44'37"W	217.0694
96	96	97	N56°56'21"W	268.7569
97	97	98	N55°48'06"W	151.9707
98	98	99	N53°07'48"W	263.8889
99	99	100	N49°29'50"W	306.8667
100	100	101	N48°10'47"W	194.7542
101	101	102	N45°58'38"W	2080.2522
102	102	103	S49°55'52"W	3011.0287
103	103	104	S27°48'19"E	76.2195
104	104	105	S34°53'27"E	40.215
105	105	106	S41°36'18"E	72.5567
106	106	107	S44°01'44"E	36.2199
107	107	108	S49°57'34"E	149.0998
108	108	109	S48°10'47"E	110.6558
109	109	110	S40°51'01"E	97.5443
110	110	111	S37°58'00"E	95.2431
111	111	112	S32°03'52"E	89.1153
112	112	113	S25°42'36"E	130.0636
113	113	114	S19°28'59"E	502.7453
114	114	115	S16°22'19"E	160.1392
115	115	116	S13°17'06"E	128.437
116	116	117	S10°20'55"E	101.4771
117	117	118	S6°36'26"E	226.3296
118	118	119	S81°28'26"W	4357.8388
119	119	120	S3°46'25"E	204.4363
120	120	121	S11°40'08"E	122.3196
121	121	122	S19°49'02"E	153.6293
122	122	123	S23°26'24"E	202.9455
123	123	1	S28°01'35"E	145.9933


SWATARA TWP
LOWER SWATARA TWP
76
83
FAIRVIEW TWP
NEWBERRY TWP
Pennsylvania-American Water Company
Proposed South Wastewater Service Territory
Approximately 3,700 Acres
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
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Bearings and Distance Points
Municipality
Applied For Service Territory
1 in = 2,500 feet
Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional LicensedSurvey, but instead completed through employment of ESRI's ArcGIS COGO tool.
* Bearings and Distances attached seperately.

Exhibit F

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
1	2	S63°26'06"E	128.1081
2	3	S43°59'42"E	104.9773
3	4	S30°57'50"E	75.9239
4	5	S28°36'38"E	261.0409
5	6	S32°54'19"E	316.3821
6	7	S31°07'52"E	108.2974
7	8	S18°55'40"E	518.4872
8	9	S26°56'22"E	74.246
9	10	S34°55'10"E	70.1361
10	11	S41°07'43"E	102.2789
11	12	S50°14'50"E	151.0158
12	13	S54°38'15"E	82.4938
13	14	S69°26'38"E	176.1459
14	15	S57°40'49"E	62.9153
15	16	S49°23'55"E	120.0462
16	17	S38°46'39"E	247.7501
17	18	S45°20'06"E	131.2037
18	19	S48°39'08"E	144.5384
19	20	S40°36'05"E	50.0192
20	21	S33°58'36"E	60.1896
21	22	S26°33'54"E	138.2985
22	23	S28°57'36"E	127.7344
23	24	S33°31'05"E	100.2148
24	25	S39°37'32"E	221.1759
25	26	N66°14'21"E	1619.4005
26	27	N50°46'21"E	903.195
27	28	N57°28'57"E	164.7111
28	29	N63°37'29"E	234.4779
29	30	N68°57'45"E	725.4369
30	31	S31°09'56"E	393.0051
31	32	S34°59'31"E	211.9194
32	33	S39°01'32"E	265.3788
33	34	S40°25'49"E	1318.6619
34	35	S42°14'27"E	102.0104
35	36	S37°29'49"E	126.9173
36	37	S28°55'16"E	217.1909
37	38	N69°43'13"E	265.4725
38	39	N75°57'50"E	114.5307
39	40	N85°09'22"E	102.7977
40	41	S88°12'36"E	555.8268
41	42	N87°41'39"E	258.8902
42	43	N89°12'35"E	251.7601
43	44	S87°57'17"E	340.4947
44	45	S85°47'09"E	165.3777
45	46	N70°13'26"E	164.1979

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
46	47	N90°00'00"E	64.2361
47	48	S74°53'56"E	113.2871
48	49	S70°51'07"E	264.6417
49	50	S78°18'38"E	51.4135
50	51	S1°34'56"W	157.178
51	52	S17°32'27"E	571.7227
52	53	S5°01'59"E	383.4228
53	54	S12°59'41"E	43.4299
54	55	S21°48'05"E	29.2164
55	56	S34°04'38"E	44.5407
56	57	S47°29'22"E	52.991
57	58	S68°11'55"E	70.1193
58	59	S78°53'39"E	298.5598
59	60	S77°30'57"E	301.1747
60	61	S70°58'00"E	735.9834
61	62	S80°57'22"E	508.0521
62	63	S77°43'48"E	792.4068
63	64	S85°36'39"E	1340.3313
64	65	S86°06'15"E	242.7484
65	66	N86°30'19"E	113.9271
66	67	N89°11'55"E	248.2882
67	68	N84°53'52"E	48.8045
68	69	N80°08'49"E	167.3997
69	70	N76°24'19"E	136.6409
70	71	N74°37'39"E	929.9728
71	72	N90°00'00"E	69.4444
72	73	S67°16'00"E	673.8795
73	74	S76°27'51"E	192.8569
74	75	N87°51'33"E	371.7873
75	76	S82°08'48"E	101.6478
76	77	S56°18'36"E	62.5964
77	78	S37°41'39"E	96.5378
78	79	S27°58'46"E	125.8172
79	80	S51°06'56"E	69.14
80	81	S46°58'30"E	71.244
81	82	S63°56'47"E	86.9617
82	83	S75°35'24"E	258.1207
83	84	S11°09'17"W	188.456
84	85	S14°21'14"W	721.3019
85	86	S5°11'40"W	67.1159
86	87	S1°19'01"E	75.5408
87	88	S8°11'30"E	456.9189
88	89	S6°50'34"E	371.5704
89	90	N86°03'42"E	665.8084
90	91	N78°41'24"E	106.2296

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
91	92	N64°32'12"E	242.2855
92	93	N74°03'17"E	101.1126
93	94	N80°15'10"E	574.2619
94	95	N82°51'29"E	1452.2401
95	96	S81°40'28"E	143.8774
96	97	S73°59'52"E	132.5673
97	98	S64°37'42"E	139.7846
98	99	S53°41'16"E	481.5332
99	100	S14°08'18"W	1669.4352
100	101	S38°39'35"W	44.4661
101	102	N88°38'10"W	72.9373
102	103	N78°49'06"W	152.1947
103	104	S87°33'31"W	448.3236
104	105	S78°55'47"W	488.2517
105	106	S73°06'23"W	489.8911
106	107	S70°16'11"W	437.1209
107	108	S61°23'22"W	282.7943
108	109	S66°58'13"W	541.4134
109	110	S74°00'15"W	270.9057
110	111	S81°27'39"W	1472.0472
111	112	S71°12'14"W	4887.1475
112	113	S66°15'53"W	4332.6184
113	114	S59°02'10"W	96.1702
114	115	S64°55'22"W	149.5098
115	116	S72°07'17"W	452.4027
116	117	S65°13'29"W	223.716
117	118	S46°38'49"W	192.2013
118	119	S51°41'22"W	200.2369
119	120	S58°18'24"W	304.0178
120	121	S38°30'02"W	195.218
121	122	S7°21'09"W	162.7969
122	123	S5°13'05"E	190.8953
123	124	S16°48'22"W	579.436
124	125	S2°13'57"W	445.6508
125	126	N42°47'51"W	31.9416
126	127	N26°19'10"W	815.4347
127	128	N22°16'13"W	147.7391
128	129	N26°03'40"W	198.5752
129	130	N32°46'07"W	134.72
130	131	N24°57'46"W	83.3028
131	132	N17°42'35"W	162.6562
132	133	N27°09'54"W	444.9087
133	134	N25°54'38"W	458.8897
134	135	N27°04'19"W	197.4106
135	136	N14°15'25"W	163.9022

Fairview Township

South Service Territory

From	To	Bearing	Distance (ft)
136	137	N9°18'42"W	1070.2882
137	138	N12°24'27"W	53.3289
138	139	N21°12'45"W	122.3526
139	140	N26°53'13"W	41.4611
140	141	N34°05'09"W	83.6404
141	142	N37°21'28"W	146.7762
142	143	N29°36'53"W	56.914
143	144	N15°00'18"W	52.3042
144	145	N8°07'48"W	114.1683
145	146	N18°42'54"W	269.4556
146	147	N20°31'00"W	176.8419
147	148	N18°35'55"W	173.1025
148	149	N24°37'56"W	131.2107
149	150	N26°22'37"W	141.8513
150	151	N24°37'25"W	137.5039
151	152	N14°38'13"W	156.6462
152	153	N17°19'34"W	127.6679
153	154	N24°26'38"W	232.8504
154	155	S68°59'45"W	1590.0252
155	156	N60°48'27"W	1575.0559
156	157	N27°40'27"W	6016.3831
157	158	N81°18'37"W	1809.8378
158	159	N3°16'14"W	91.2945
159	160	N34°07'11"E	770.6794
160	161	N1°06'06"W	135.4417
161	162	N6°40'00"W	201.8859
162	163	N6°20'25"E	70.7452
163	164	N9°00'06"E	266.3007
164	165	N1°32'53"E	192.7787
165	166	N10°07'29"W	148.1402
166	167	N27°53'50"W	100.1843
167	168	N45°42'26"W	149.1667
168	1	N56°09'18"E	3864.3067

SERVICE AREA IDENTIFICATION

FAIRVIEW TOWNSHIP

WASTEWATER SYSTEM

The Fairview Township Wastewater System is a municipal wastewater system owned and operated by Fairview Township providing wastewater services to approximately 3,900 customers located entirely in Fairview Township, York County. The Fairview Township Wastewater assets include two (2) wastewater treatment plants that provide service to 3,300 customers in the northern and southern portions of the township and a separate collections system serving 600 customers that transmit those sewage flows to the Lower Allen Township Authority System. The exact service area is reflected on the map contained in Exhibit L. The service area is identified by planar coordinates based on the Pennsylvania State Plane System.

Estimated Annual Revenues and Expenses

Revenue - $4,198,000

Expenses (excluding Interest, Taxes, Other Income, Depreciation & Amortization) - $2,191,000

Exhibit N

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held December 8, 2016

Commissioners Present:

Gladys M. Brown, Chairman
Andrew G. Place, Vice Chairman
John F. Coleman, Jr.
Robert F. Powelson
David W. Sweet

Application of Pennsylvania-American Water Company - Wastewater Division for approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania

A-2016-2567451

ORDER

BY THE COMMISSION:

By the application (Application) filed on September 19, 2016, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, seeks a certificate of public convenience pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), evidencing Commission approval of the PAWC-WD's right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania.

I. BACKGROUND INFORMATION

PAWC-WD submitted proofs of publication and service to appropriate entities. In addition, notice of this Application was published in the *Pennsylvania Bulletin*, 46 Pa.B. 6202, on Saturday, October 1, 2016. The protest period ended October 17, 2016. No protests were filed and no hearings were held.

PAWC-WD is a regulated public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC-WD is currently engaged in the business of collecting, treating, transporting and disposing wastewater and sewage for the public. PAWC-WD and its parent company, Pennsylvania-American Water Company (PAWC), utility code 212285, respectively furnish wastewater and water service to the public in service territories encompassing more than 400 communities across the Commonwealth with a combined population of approximately 2,300,000. As of June 30, 2016, PAWC-WD provided wastewater service to approximately 21,302 customers across the state including portions of Fairview Township, York County.

II. LOCATION AND DESCRIPTION OF PROPOSED TERRITORY

The Application contained a proposed wastewater service territory map and boundary description marked as Exhibit B-1 for service in an additional portion of Fairview Township, York County. PAWC-WD's requested additional territory area consists of 23 acres containing the 17 lot residential development referred to as the Tall Oaks Subdivision. The Tall Oaks Subdivision will extend the current terminus of Tall Oak Drive located along the south side of the Pennsylvania Turnpike and the subdivision's boundary adjoins PAWC-WD's existing wastewater service territory in Fairview Township.

The developer of the Tall Oaks Subdivision is the Rhodes Development Group (RDG), a limited partner in the RDG Marsh Run Associates, with offices at 1300 Market Street, P.O. Box 622, Lemoyne, Pennsylvania, 17043-0622. A copy of the letter of request for service by the developer was attached to the Application marked as Exhibit E. PAWC is currently certificated to provide water within the subject service territory.[1]

III. FACILITIES FOR FURNISHING SERVICE

PAWC-WD stated that the facilities to be installed within the applied for territory for providing wastewater service to the public will include a sewer main extension with 960 feet of 8-inch diameter poly vinyl chloride (PVC) SDR-35 plastic pipe, 600 feet of 6-inch diameter PVC SDR-35 plastic laterals and five access manholes. The proposed sewer main extension will convey wastewater to PAWC-WD's Fairview Township North Wastewater Treatment Plant.

IV. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD stated the estimated cost of the sewer main extension project will be approximately $100,000 and will be borne by RDG Marsh Run Associates pursuant to a Sewer Main Extension Agreement entered into with PAWC-WD dated September 19, 2016. A copy of the Sewer Main Extension Agreement was attached to the Application marked as Exhibit D.

[1] PAWC supplied the following information in response to staff data request A-8: "Pennsylvania American Water Company provides water service within the requested additional territory by Application A-211450F00[0]2 and Order dated September 25, 1986, wherein the PUC approved the merger of all the water works property and rights of Riverton Consolidated Water Company to Keystone Water Company. The name of the surviving corporation was changed to Pennsylvania American Water Company. On December 2, 1988, the PUC issued a certificate of public convenience (Docket No. A-21300, F005 [A-213200F0005]) approving the merger of Pennsylvania American Water Company with and into Western Pennsylvania Water Company. The name of the surviving corporation was changed to Pennsylvania American Water Company. In addition, the Commission approved, under Docket No. A-212285 (1987), Pennsylvania American Water Company's acquisition of Red Land Water Company which served a portion of Fairview Township." [corrected docket numbers]

V. PROPOSED RATES

PAWC-WD stated it will charge its then-existing Zone 10 rates for the wastewater service in the proposed additional territory. A typical residential customer assigned one Equivalent Dwelling Unit (EDU) is charged $64.00 per EDU per month or the equivalent of $768 annually. The total estimated annual revenue from the 17 residential customers in the proposed additional territory will be $13,056 with annual expenses of $2,985 providing an estimated net income of about $10,071.

VI. PERMITS REQUIRED

PAWC-WD stated the developer obtained an approved Erosion and Sedimentation Control Plan and National Pollution Elimination System (NPDES) Permit for the Tall Oaks Subdivision.

VII. LAND-USE PLANNING COMPLIANCE

The Application contained a copy of a letter from Fairview Township dated March 10, 2016, indicating the Final Subdivision Plan for Tall Oaks was conditionally approved by the Fairview Township Board of Supervisors on February 29, 2016. The Application also contains a copy of a letter from the York County Board of Commissioners dated August 25, 2016, supporting PAWC-WD's additional territory request. The above-referenced letters from Fairview Township and the York County Board of Commissioners were attached to the Application marked collectively as Exhibit F.

The Application also contained a letter from the Pennsylvania Department of Environmental Protection (DEP) dated October 29, 2015, regarding Act 537 Official Sewage Facilities Planning for the Tall Oaks Subdivision marked as Exhibit H. The subject letter confirms DEP's determination that the Tall Oaks Subdivision is exempt

from the requirement to revise the Official Plan for new land development. The DEP letter also states the total proposed sewage flow from the Tall Oaks Subdivision will be 3,728 gallons per day.

VIII. OTHER CONSIDERATIONS

PAWC-WD stated in its Application that to the best of its knowledge no corporation, partnership or individual is currently furnishing, or has corporate or franchise rights to furnish service similar to that which will be rendered by PAWC-WD in the requested territory, and no competitive condition will be created. PAWC-WD avers that furnishing service in the requested territory will have no adverse effect upon the service furnished or the rates charged to other customers.

PAWC-WD is current with its annual and quarterly earnings and the security planning and readiness report filing requirements. Also, there are no outstanding assessments or fines due to the Commission. According to DEP, it has no pending actions or outstanding complaints against PAWC-WD in York County.

IX. CONCLUSION

Based upon the facts that there is a need to make safe and reliable wastewater service available to the proposed residential development and that PAWC-WD is fit to provide service, the Commission finds that the granting of PAWC-WD's application for an extension of service territory is in the public interest; **THEREFORE,**

IT IS ORDERED:

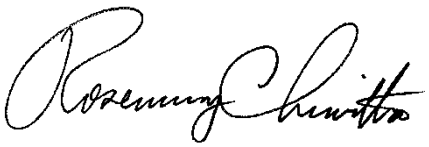
1. That the Application of Pennsylvania-American Water Company - Wastewater Division at Docket No. A-2016-2567451is hereby approved.

2. That a Certificate of Public Convenience shall be issued pursuant to 66 Pa. C.S. § 1102(a)(1)(i) of the Public Utility Code, authorizing Pennsylvania-American Water Company - Wastewater Division to begin to offer, render, furnish, or supply wastewater service to the public in an additional portion of Fairview Township, York County consistent with this Order.

3. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company - Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

4. That a copy of this Order be served upon Pennsylvania-American Water Company - Wastewater Division, Fairview Township Board of Supervisors, York County Commissioners, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate and the Department of Environmental Protection – Southcentral Regional Office and its Bureau of Regulatory Counsel.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 8, 2016

ORDER ENTERED: December 8, 2016

PENNSYLVANIA
AMERICAN WATER

Melanie J. El Atieh
Director, Corporate Counsel
800 West Hersheypark Drive
Hershey PA 17033
Phone: (717) 531-3362
Facsimile: (717) 531-3399
melanie.elatieh@amwater.com

September 19, 2016

VIA E-FILING

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

Re: Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania, A-2016_____

Dear Secretary Chiavetta:

Enclosed for electronic filing, please find enclosed the above-referend application for certificate of public convenience, together with the payment in the amount of $350.00 to cover the Commission's filing fee.

Should you have any questions concerning this filing, please contact me. Thank you for your attention.

Respectfully yours,

Melanie J. El Atieh

Enclosure

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania	:	Docket No. A-2016-_____

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("Pennsylvania American" or "Applicant") hereby submits this application ("Application") requesting that the Pennsylvania Public Utility Commission ("Commission") issue such Order(s), Certificate of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), of Pennsylvania-American's right to offer, render, furnish and supply water service in a portion of Fairview Township, York County, Pennsylvania.

2. The name and address of Applicant is:

Pennsylvania-American Water Company
("Pennsylvania American")
800 West Hersheypark Drive
Hershey, PA 17033

3. The names and address of the Applicant's attorneys are:

Melanie J. El Atieh (PA ID # 209323)
Susan Simms Marsh (PA ID # 44689)
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033
Telephone: (717) 531-3362
Facsimile: (717) 531-3399
E-mail: melanie.elatieh@amwater.com

II. DESCRIPTION OF THE APPLICANT

4. Pennsylvania American is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water Works Company, Inc. ("AWW"). Pennsylvania-American is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of approximately 2,300,000. Pennsylvania American furnishes water service in a certificated service territory encompassing portions of 36 counties across the Commonwealth. A description of Pennsylvania American's existing certificated water and wastewater service territory is found in **Exhibit A**, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania American as it exists on the date of this Application.

5. As of June 30, 2016, Pennsylvania American provided water service to approximately 653,549 customers in the following classifications:

Residential:	601,147
Commercial:	45,074
Industrial:	520
Municipal, Resale and Other:	2,458
Fire Protection:	4,350
Total Water Customers:	653,549

In addition, Pennsylvania American furnishes wastewater service to approximately 21,302 customers, inclusive of the following classifications:

Residential:	20,144
Commercial:	1,085
Industrial:	7
Municipal:	62
Bulk:	4
Total Wastewater Customers:	21,302

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

6. This Application is filed to extend wastewater service to the public in the proposed service territory in a portion of Fairview Township, York County, Pennsylvania ("Application Territory"). Attached hereto as **Exhibit B-1** and **Exhibit B-2**, respectively, is a map showing the boundaries of the Application Territory and a description of the Application Territory.

7. To the best of Applicant's knowledge, no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish wastewater service similar to that to be rendered by Pennsylvania American in the Application Territory, and no competitive condition will be created.

8. Pennsylvania American is currently certificated to provide wastewater service to the public in portions of Fairview Township, York County pursuant to the Certificate of Public Convenience and Order issued by the Commission in the Application of Pennsylvania American at Docket No. A-2015-2486532. Should the Commission approve Pennsylvania American's request in this Application to begin furnishing wastewater service in the Application Territory, it will allow Pennsylvania American to provide public wastewater service to a 17 lot residential development referred to as the Tall Oaks Subdivision which abuts Pennsylvania American's exiting certificated service territory in Fairview Township. Attached hereto as

Exhibit C is a map showing the location of the Application Territory in relation to Pennsylvania American's certificated service territory within Fairview Township, York County.

9. The facilities to be installed within the Application Territory to provide wastewater service to the public include 960 feet of PVC pipe together with five access manholes. The cost of the wastewater collections main installation will be approximately One Hundred Thousand Dollars ($100,000) and will be borne by the developer pursuant to a Sewer Main Extension Agreement entered into between Pennsylvania American and the developer in accordance with Pennsylvania American's Commission-approved Tariff Wastewater – PA P.U.C. No. 15, as may be amended from time to time ("Tariff"). A copy of the Sewer Main Extension Agreement is attached as **Exhibit D**.

10. Pennsylvania American is the only wastewater provider in the area practically capable of providing wastewater collection and treatment services to the Application Territory. A letter of request for service by the developer is attached hereto as **Exhibit E**.

11. Letters of support from Fairview Township and York County in support of the request in this Application are attached hereto as **Exhibit F**. Letters addressed to Fairview Township Planning Commission and York County Planning Commission, copies of which are attached hereto as **Exhibit G**, have been sent by Pennsylvania American to verify that the facilities project described above complies with the Township's and County's comprehensive plans.

12. Fairview Township's Act 537 Plan, as approved by the Pennsylvania Department of Environmental Protection ("DEP"), includes the Application Territory. Fairview Township's Act 537 Plan can be access and viewed at http://twp.fairview.pa.us/Permanent-

Documents. Attached as **Exhibit H** is a letter from DEP indicating DEP's determination that the Tall Oaks Subdivision is exempt from the requirement to revise the Official Plan for new land development.

13. Pennsylvania American has no current plans to install additional facilities other than those described in paragraph 9 above, to offer, furnish, render and supply wastewater service to the public in the Application Territory. However, to the extent the Commission grants this Application and issues a Certificate of Public Convenience evidencing Applicant's right to provide wastewater service to the public within the Application Territory, Pennsylvania American reserves its right to install, operate, maintain, repair and replace additional facilities as may be necessary from time to time to offer, furnish, render and supply wastewater service to the public.

14. Pennsylvania American is currently certificated by the Commission to provide water service to the public in Fairview Township, York County, pursuant to Letters Patent issued on December 31, 1903 to Fairview Township Water Company and Letters Patent issued on February 17, 1904 evidencing the merger of Fairview Township Water Company into Riverton Consolidated Water Company. On January 1, 1987 a Certificate of Merger was issued at Docket No. A-211450F002 evidencing the merger of Riverton Consolidated Water Company into Keystone Water Company, the surviving corporation, and the name change of the surviving entity to Pennsylvania American. In addition, a Certificate of Public Convenience was issued to Pennsylvania American at Docket No. A-212285 in 1987, approving the acquisition of Red Land Water Company which served a portion of Fairview Township.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

15. Pennsylvania American's balance sheet as of December 31, 2015 and income statement for the 12-months period ended December 31, 2015 are attached hereto as **Exhibit I** and **Exhibit J**, respectively.

16. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, Pennsylvania American will provide wastewater service in the Application Territory pursuant to the Rules and Regulations of Pennsylvania American's Tariff and charge its then-existing Rate Zone 10 wastewater rates for service in the Application Territory as set forth in Pennsylvania American's Tariff.

17. Furnishing of service in the proposed additional service territory will have no adverse effect upon the service furnished or the rates charged to other customers.

18. No additional capital will be required by the Applicant for the purpose of financing the matters and things involved in this Application.

19. The estimated annual revenues and expenses of Pennsylvania American in the additional territory are set forth in **Exhibit K** attached hereto.

V. PUBLIC INTEREST AND RELIEF REQUESTED

20. It is in the public interest for Pennsylvania American to provide wastewater service in the proposed service territory because there is a need to make safe and reliable wastewater service available to the residential development, the Applicant is legally, financially and technically capable of providing such service in the Application Territory and because the

furnishing of such service by Pennsylvania American in the Application Territory will have no adverse effect upon the service furnished or the rates charged to other customers.

21. Together with an Order approving this Application, Pennsylvania American requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), authorizing Pennsylvania American to furnish wastewater service in a portion of Fairview Township, York County, as depicted in Exhibit B-1 and described in Exhibit B-2 hereto.

WHEREFORE, Pennsylvania American respectfully requests that the Pennsylvania Public Utility Commission approve this Application and grant the relief requested in Paragraph 21, above.

Respectfully submitted,

Melanie J. El Atieh (PA ID # 209323)
Susan Simms Marsh (PA ID # 44689)
Corporate Counsel
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033
Telephone: (717) 531-3362
Facsimile: (717) 531-3399
E-mail: melanie.elatieh@amwater.com

Date: September 19, 2016

VERIFICATION

I, **David Kaufman**, Vice President – Engineering of Pennsylvania-American Water Company, hereby state that the facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: September 19, 2016

Exhibit A

Description of PAWC's Certificated Water and Wastewater Service Territory

(SEE ATTACHED)

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County,

August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 1, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015) and Fairview Township (York County, December 22, 2015). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water

system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 651,188 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn[3] and Wyomissing[2] and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview[1] and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland and Watsontown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 21,216 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the

Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All of the Borough of McEwensville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

[1] West Fairview Borough was merged into East Pennsboro Township in 1998.
[2] Wyomissing Hills was merged into Wyomissing Borough in 2002.
[3] West Lawn was merged into Spring Township in 2006.

[405 municipalities in 36 counties.]

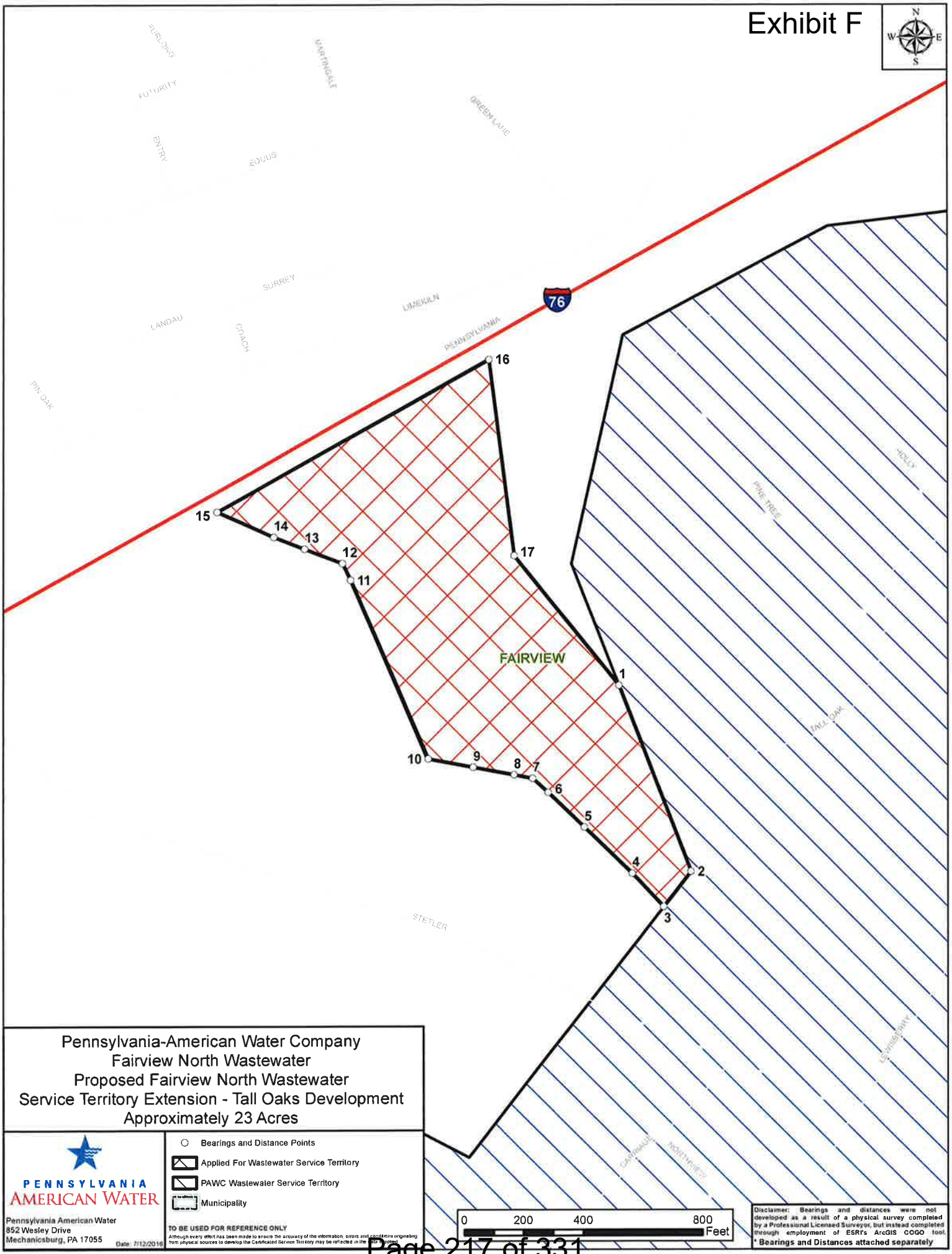
12/31/2015

Exhibit B-1

Map of Application Territory
(a portion of Fairview Township, York County)

(SEE ATTACHED)

Exhibit F



Pennsylvania-American Water Company
Fairview North Wastewater
Proposed Fairview North Wastewater
Service Territory Extension - Tall Oaks Development
Approximately 23 Acres

PENNSYLVANIA AMERICAN WATER

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Date: 7/12/2016

- Bearings and Distance Points
- Applied For Wastewater Service Territory
- PAWC Wastewater Service Territory
- Municipality

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data shown.

0 200 400 800 Feet

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.

* Bearings and Distances attached separately

Starting Point: Approximately 95 feet to the northwest of the point at which parcels 27000RE003900, 27000130001A0, and 2700013014500 intersect.

Sequence	From	To	Bearing	Distance (ft)
1	1	2	S21°13'49"E	667.147968
2	2	3	S38°04'07"W	148.040659
3	3	4	N43°42'29"W	153.413359
4	4	5	N45°53'39"W	221.867347
5	5	6	N45°54'52"W	166.778462
6	6	7	N47°55'16"W	70.086519
7	7	8	N79°34'14"W	63.820041
8	8	9	N79°35'05"W	141.109172
9	9	10	N79°35'54"W	153.051893
10	10	11	N23°22'51"W	650.557926
11	11	12	N25°17'08"W	62.079833
12	12	13	N68°52'22"W	135.38628
13	13	14	N68°54'44"W	111.228456
14	14	15	N66°31'54"W	207.740061
15	15	16	N60°50'00"E	1042.816741
16	16	17	S7°23'22"E	660.071749
17	17	1	S38°50'43"E	556.006575

Exhibit B-2

Description of Application Territory
(a portion of Fairview Township, York County)

A 17 lot residential development referred to as the Tall Oaks Subdivision in Fairview Township, York County, which abuts Pennsylvania American's exiting certificated service territory in Fairview Township.

Exhibit C

Map of PAWC's Certificated and Proposed Wastewater Service Territory

Fairview Township, York County

(SEE ATTACHED)

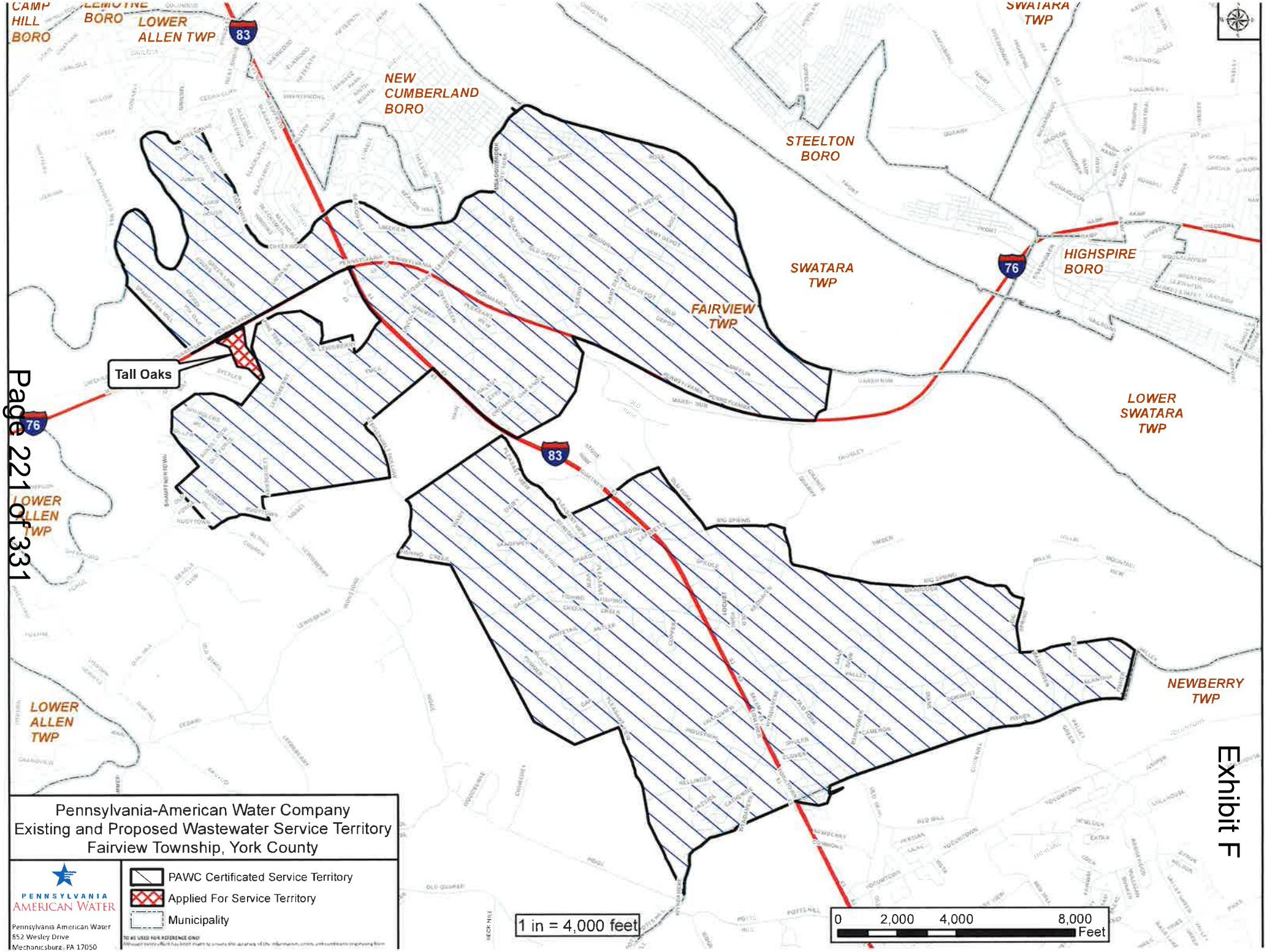

CAMP HILL BORO
LEMOYNE BORO
LOWER ALLEN TWP
NEW CUMBERLAND BORO
SWATARA TWP
STEELTON BORO
HIGHSPIRE BORO
SWATARA TWP
FAIRVIEW TWP
Tall Oaks
LOWER SWATARA TWP
LOWER ALLEN TWP
LOWER ALLEN TWP
NEWBERRY TWP
83
76
83
76
Pennsylvania-American Water Company
Existing and Proposed Wastewater Service Territory
Fairview Township, York County
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17050
PAWC Certificated Service Territory
Applied For Service Territory
Municipality
1 in = 4,000 feet
0 2,000 4,000 8,000
Feet

Exhibit F

Exhibit D

Sewer Main Extension Agreement

(SEE ATTACHED)

SEWER MAIN EXTENSION AGREEMENT

TALL OAKS DEVELOPMENT
WO #_____

THIS AGREEMENT ("Agreement"), made this 19th day of September, 2016, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive, Mechanicsburg, Pennsylvania, 17055 ("PAWC") and RDG Marsh Run Associates with offices at 1300 Market Street, Suite 307, Lemoyne. PA 17043 ("Developer").

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a land development being undertaken by Developer known as Tall Oaks, in Fairview Township, York County, Pennsylvania which property is identified on the plans as described in Exhibit "A" (Premises);

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit "A"**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.

2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of **$10,000** as indicated in the estimate attached hereto as **Exhibit "B"**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities for the Premises referenced above. Upon completion of the improvements and acceptance by PAWC, any unused portion of the payment will be released to the Developer. If the estimated payment was insufficient to cover all reasonable costs incurred by PAWC, the Developer will

promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.

4. Except as set forth in Paragraph 5, Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.

5. PAWC's obligations to accept the Sewer Facilities and to provide wastewater service from the Sewer Facilities to the Development are each conditioned upon PAWC receiving from the Pennsylvania Public Utility Commission ("PUC") a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment service to the public in that portion of Fairview Township, York County where the Sewer Facilities will be constructed. PAWC shall initiate, and use commercially reasonable efforts to prosecute, the necessary proceedings to obtain the aforementioned approvals of the PUC. Developer, by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding.

6. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC. A copy of the proposed final subdivision plot plan, with the designation of PAWC's permanent easement(s) or PAWC's fee-simple property(s), shall be submitted to PAWC for its inspection, before it is submitted by developer to the zoning authorities for approval.

7. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.

8. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other

sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.

9. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.

10. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.

11. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.

12. Developer agrees that it will not request commencement of wastewater service pursuant to PAWC's then-effective wastewater service tariff to the Development prior to the completion of the Sewer Facilities and acceptance thereof by PAWC. Developer and PAWC hereby acknowledge and agree that PAWC's obligations to accept the Sewer Facilities and provide wastewater service to the Development are each conditioned upon PAWC receiving from the PUC a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment services to the public in that portion of Fairview Township, York County where the Sewer Facilities are to be located, and that absent

such PUC approval, PAWC is under no obligation pursuant to this Agreement to accept the aforesaid Sewer Facilities. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Development in accordance with its then-effective tariff rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations.

13. Any difference between the actual cost of installing the sewer service and main extension and the estimate furnished by the Developer for the installation of the system described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

14. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.

15. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developers payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.

16. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability

for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.

17. In consideration of PAWC's commitment to provide sewer service to the Development in accordance with this Agreement, and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the warranty provisions of the Agreement.

18. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said warranty periods, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.

19. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
    (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
    (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars ($10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and

Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than $10,000,000.00 Combined Total Limit of Liability.

(iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of $1,000,000, in connection with the work contemplated by this Agreement.

20. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

21. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.

22. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.

23. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.

24. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.

25. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.

26. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duty executed and delivered as of the date first above written.

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: Joseph Wardward

Name (Print): Joseph Wardward
Title: Senior Manager

WITNESS:

DEVELOPER: RDG MARSH RUN ASSOCIATES

By: _____

Name (Print): _____
Title: _____

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duty executed and delivered as of the date first above written.

WITNESS: PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____

Name (Print): _____
Title: _____

WITNESS: DEVELOPER: RDG MARSH RUN ASSOCIATES

By: Gregory C Rhodes

Name (Print): Gregory C. Rhodes
Title: President

Exhibit E

Letter from Developer Requesting Service

(SEE ATTACHED)

Rhodes Development Group, Inc.

September 19, 2016

Scott L. Armbrust, P.E.
Project Manager
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

RE: **Rhodes Development Group, Inc. Request for Wastewater Service**

Dear Scott:

Rhodes Development Group, Inc. ("RDG") is requesting service to be extended from Pennsylvania-American Water Company's ("PAWC") wastewater collection, disposal and treatment system to the Tall Oaks development located in Fairview Township, York County, Pennsylvania.

RDG hereby submits this request for service, which will also serve as a letter of intent to immediately execute the Sewer Main Extension Agreement ('Agreement") in expectation of the Pennsylvania Public Utility Commission's ("Commission") approval of PAWC's application for service in a portion of Fairview Township, York County.

RDG acknowledges that it will be required to fund the cost of the capital improvements necessary for PAWC to provide this service in accordance with the terms and conditions of the Agreement to be entered into between PAWC and RDG. A cost estimate will be determined and the exact route of the main extension will be provided by PAWC.

RDG appreciates PAWC's willingness to finalize and execute the Agreement under these circumstances.

Sincerely,

Gregory C. Rhodes
Rhodes Development Group, Inc.

1300 Market Street • P.O. Box 622 • Lemoyne, Pennsylvania • 17043-0622 • (717) 730-7055 • fax (717) 730-7056

Exhibit F

Letters from Applicable Township and County

(SEE ATTACHED)

Established 1803
FAIRVIEW TOWNSHIP

BOARD of SUPERVISORS
Dr. Larry Cox, *Chairman*
Mario D. Pirricano, *Vice-Chairman*
Korey Leslie, *Supervisor*
Christopher L. Allen, *Supervisor*
John W. Jones, *Supervisor*

ACTING MANAGER
Donald F. Martin, III

March 10, 2016

Raymond Rosenberger
2444 Sendero Court
San Luis Obispo, CA 93401

COPY

RE: Final Subdivision plan for Tall Oaks – 17 Lots

Dear Mr. Rosenberger,

The Fairview Township Board of Supervisors, at their regularly scheduled meeting held on February 29, 2016, took action to approve the Tall Oaks Subdivision plan, subject to the following conditions:

1. A copy of a plan mylar and three paper copies of the plan with the required signatures and seals. **Please note that the York County Recorder of Deeds will not accept plans for recording that do not comply with the following items:**

   - Certification of ownership and statement should be completed, signed and notarized. The notary's seal, the notary's stamp and the notary's signature cannot touch or overlap each other.
   - The notary seal on the plans must be clear enough for the Recorder of Deeds scanning instrument to be able to reproduce the seal. The seal cannot be touching any other text or lines on the plan.
   - The registered professional surveyor or engineer's seal, signature and date of plans, who is certifying the accuracy of the plan, must be present.
   - All signatures have to have a printed name beside or below the signature.
   - The signers of the plan must sign the plan as their name appears on the plan, this would include any suffixes (Jr. Sr. I, II, III).
   - If the signers of the plans are owners or officers of a company or corporation, their title with the company or corporation must be declared beside their signatures.
   - The notary statement "On this date before me the undersigned personally appeared…" this statement must include the printed name for the signer(s).

2. A check in the amount of $237.00 made payable to the "York County Recorder of Deeds". This is needed to record your subdivision plan at the York County Court House.

3. A signed and completed copy of the Letter of Acceptance. A copy of the Letter of Acceptance is enclosed.

4. Payment of any outstanding Township Engineer's plan review fees

5. Placement of an Improvement Guarantee. This will be based on an estimate provided by your engineer and approved by the Township Engineer.

6. The execution of a Security Agreement. A sample of this security agreement can be found in Appendix 11A of the Fairview Township Subdivision and Land Development Ordinance.

7. Placement of funds into an Engineers Escrow Account. This escrow is calculated at 4% of the approved bond amount PRIOR to the addition of the 10% contingency. This should be made by separate check made payable to Fairview Township.

8. Payment of the required Traffic Impact Fee Assessment in the amount of $20,000.00. A copy of the Traffic Engineers report on those impact has been attached to this letter. The reduction in fee is due to YOUR plans submittal PRIOR to the final fee structure. Due to this, your fee was structured at the initial $1000.00/per new vehicle trip. This should be made by separate check made payable to Fairview Township.

9. Payment of the noted Recreation Fees in the amount of $17,000.00. This fee is assessed in lieu of your plans proposing dedication of land. The amount is based on the number of lots contained in the subdivision plan (17 lots @ 1,000/ea). This should be made by separate check made payable to Fairview Township.

10. Compliance with the comments noted in the Codes Administration Directors memo to the Board of Supervisors dated February 19, 2016. A copy has also been attached.

Since these are conditions imposed with respect to the approval of the Tall Oaks subdivision plan on February 29, 2016, acknowledgement of these conditions (letter of acceptance) must be received in writing on or before March 28, 2016. If this acknowledgement is not received within this timeline, the plan could be deemed rejected on the basis of the conditions set forth.

If you have and questions or concerns about any of the information contained in this letter, please contact our office at 901-5220

Respectfully submitted,

Keith A. Scott

Keith A. Scott
Codes Administration Office

YORK COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS
SUSAN P. BYRNES, PRESIDENT
DOUG HOKE, VICE PRESIDENT
CHRISTOPHER B. REILLY, COMMISSIONER

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SOLICITOR
GLENN J. SMITH

ASSISTANT SOLICITOR
DONALD L. REIHART

CHIEF CLERK/OFFICE MANAGER
SHERRY L. BAER

YORK COUNTY ADMINISTRATIVE CENTER
28 East Market Street
York, Pennsylvania 17401-1588
(717) 771-9964 FAX (717) 771-9804
www.yorkcountypa.gov

August 25, 2016

Scott L. Armbrust, P.E.
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Re: Request for Approval of PUC Certificated Territory Expansion
Pennsylvania American Water Company
Tall Oaks Development
Fairview Township, York County, PA

Dear Mr. Armbrust:

The staff of the York County Planning Commission, on behalf of the York County Commissioners, has reviewed the proposed Pennsylvania American Water Company territory expansion to serve the Tall Oaks Development located in Fairview Township, York County, PA. The proposed territory expansion is within an Established Primary Growth Area which provides for the expansion and provision of public water and sewer. A review of this area identified no other concerns from the County's perspective regarding expansion of the certificated territory as depicted on the map provided. Therefore, we are in support of proposed territory expansion by Pennsylvania American Water Company to the Tall Oaks Development.

If you should need more information, please contact our office.

Sincerely,

Roy O. Livergood, Jr.
Senior Planner
York County Planning Commission

Exhibit G

Letters to Township and County Planning Commissions

(SEE ATTACHED)

PENNSYLVANIA
AMERICAN WATER

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

August 9, 2016

Via Certified Mail

Fairview Township
Planning Commission
599 Lewisberry Road
New Cumberland, Pennsylvania 17070

Re: Pennsylvania American Water application to provide wastewater serve in an additional portion of Fairview Township, York County, Pennsylvania

Pennsylvania American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application complies with the Township's land use planning.

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

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

If you have any questions, please call me at (717) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernard J Grundusky

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Fairview Township Signature _____

Printed Name/Title _____ Date _____

Please send/e-mail this form to: Bobbi Gautsch at Roberta.gautsch@amwater.com or fax to 717-531-3399.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7015 0920 0002 1776 9598

7015 0920 0002 1776 9598

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	$	
Certified Fee		Postmark Here
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	$	

Sent To: Fairview Township Planning Commission
Street & Apt. No., or PO Box No.: 599 Lewisberry Rd
City, State, ZIP+4®: New Cumberland, PA 17070

PS Form 3800, July 2014 — See Reverse for Instructions

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1. Article Addressed to:
Fairview Township Planning Commission
599 Lewisberry Rd
New Cumberland, PA 17070

9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

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A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type
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1. Article Addressed to:

Fairview Township
Planning Commission
599 Lewisberry Rd
New Cumberland, Pa 17070

9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

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A. Signature

X Jan L. Jones ☐ Agent ☐ Addressee

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- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery Restricted Delivery
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(over $500)

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

YCPC YORK COUNTY PLANNING COMMISSION
YORK, PENNSYLVANIA

28 East Market Street • York, PA 17401-1580
Phone 717.771.9870 • Fax 717.771.9511

Exhibit F

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Sean P. Kenny
Secretary

Brian Brenneman
Treasurer

Eric Bortner

Matthew Chronister

Kevin F. Clark

Thomas W. Earp

Robert Kruger

Felicia S. Dell
Director

Jeffrey L. Rehmeyer II
Solicitor

COUNTY LAND USE LETTER

Date: August 16, 2016

To: Pennsylvania American Water
800 West Hersheypark Drive
Hershey, PA 17033

From: York County Planning Commission

Re: Pennsylvaina-American Water
Wastewater Service Extension (Tall Oaks Development)
Fairview Township YCPC #161-16

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: November, 2014

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

If applicable:

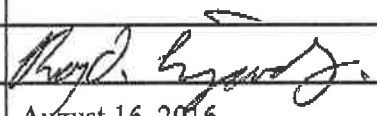
The above-reference project:

☒ 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): Consistency determination applies to area identified on attached map.

Submitted by:

Name	Roy O. Livergood, Jr.
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	
Date	August 16, 2016
cc:	

EQUAL OPPORTUNITY EMPLOYER

PENNSYLVANIA
AMERICAN WATER

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

August 9, 2016

Via Certified Mail
York County Planning Commission
York County Courthouse
45 North George Street
York, PA 17401

Re: Pennsylvania -American Water Company application to provide wastewater service in an additional portion of Fairview Township, York County, Pennsylvania.

Pennsylvania-American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

Pennsylvania American Water currently provides wastewater service to residents and businesses in the Township of Fairview.

As part of the application process, the PUC requested Pennsylvania American Water seek the County's input for the purpose of determining if Pennsylvania American Water's application complies with the County's land use planning.

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

1. Are there adopted municipal comprehensive plans for the 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) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernard J Grundusky

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

York County Signature _____

Printed Name/Title _____ Date _____

Please fax/e-mail this form to: Bobbi Gautsch at Robert.gautsch@amwater.com or fax to 717-531-3399.

Exhibit F

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Street & Apt. No., or PO Box No.: York County Courthouse 45 N. George Street
City, State, ZIP+4: York, Pa 17401

PS Form 3800, July 2014 — See Reverse for Instructions

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1. Article Addressed to:
York County Planning Commission
York County Courthouse
45 N. George St
York, Pa 17401

9590 9403 0678 5196 3851 55

2. Article Number (Transfer from service label)
7015 0920 0002 1776 9604

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☐ Addressee

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3. Service Type
☐ Adult Signature
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☐ Collect on Delivery Restricted Delivery
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☐ Registered Mail™
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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 — Domestic Return Receipt

Exhibit H

DEP Letter

(SEE ATTACHED)

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

October 29, 2015

Fairview Township Board of Supervisors
599 Lewisberry Road
New Cumberland, PA 17070-2399

Re: Approval Letter – Exemption
Act 537 Planning
Tall Oaks Subdivision
DEP CODE NO. A3-67919-452-3E
APS ID No. 883267
AUTH ID No. 1094618
Fairview Township, York County

Ladies and Gentlemen:

The Department of Environmental Protection (DEP) has received the above referenced subdivision plan. This confirms DEP's determination that the above referenced project is exempt from the requirement to revise the Official Plan for new land development. This determination is based in part on municipal and other sign-offs. The project consists of a 17 lot single-family residential subdivision on 25.511 acres with total proposed sewage flows of 3,728 gpd tributary to the Fairview Township North Wastewater Treatment Plant. The proposed development is located on the north and south sides of Tall Oak Drive to the end of the court in Fairview Township, York County

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

If you have any questions or concerns, please call Carrie Wilt at 717.771.4481, and refer to DEP Code No. A3-67919-452-3E, Application No. 883267 and Authorization No. 1094618.

Sincerely,

Timothy K. Wagner
Environmental Group Manager

cc: Capitol View Development Company, Inc.
R.J. Fisher & Associates, Inc.
York County Planning Commission

Exhibit I

PAWC's Balance Sheet as of Dec. 31, 2015

(SEE ATTACHED)

PA American Water

Balance Sheet for the 12 Months Ended December 31, 2015

PUC Annual Report

Exhibit F

(Dollars in thousands)	Water	Wastewater	Total
Assets			
Cash and cash equivalents	$ 1,883	$ -	$ 1,883
Other current assets	$ 124,706	$ 71	$ 124,777
Regulatory assets	$ 139,487	$ 372	$ 139,860
Total property and equipment	$ 3,444,402	$ 196,171	$ 3,640,573
Total Assets	$ 3,710,479	$ 196,614	$ 3,907,093
Capitalization and liabilities			
Short-term debt	$ 74,383	$ -	$ 74,383
Current portion of Long-term Debt	$ 18,669	$ -	$ 18,669
Other current liabilities	$ 130,739	$ 101	$ 130,839
Total Long-term Debt	$ 1,140,916	$ -	$ 1,140,916
Regulatory and other long-term liabilities	$ 981,421	$ 1,205	$ 982,626
Total equity	$ 1,401,638	$ -	$ 1,401,638
Contribution in aid of construction	$ 137,058	$ 20,964	$ 158,022
Total Capitalization and liabilities	$ 3,884,823	$ 22,270	$ 3,907,093

Exhibit J

PAWC's Income Statement for 12 months ended Dec. 31, 2015

(SEE ATTACHED)

(Dollars in thousands)

	Water	Wastewater	Total
Operating revenues	$ 596,450	$ 17,248	$ 613,698
Operating expenses			
Operation and maintenance	$ 194,076	$ 5,349	$ 199,425
Depreciation and amortization	$ 90,556	$ 5,033	$ 95,589
General taxes and other	$ 10,350	$ 119	$ 10,469
	$ 294,981	$ 10,502	$ 305,483
Operating income	$ 301,469	$ 6,746	$ 308,215
Othe income/(expenses)			
Other income, net	$ 122	$ 103	$ 225
Interest expense	$ (65,775)		$ (65,775)
Total Other expenses	$ (65,653)	$ 103	$ (65,550)
Income before income tax	$ 235,816	$ 6,849	$ 242,665
Provision for taxes	$ 98,593	$ -	$ 98,593
Net income (Loss)	$ 137,222	$ 6,849	$ 144,072

Exhibit K

Estimated Annual Revenue and Expense in Application Territory

Wastewater

Estimated Annual Revenue

17 Residential Customers @ $64.00 per EDU per month	$13,056.00

Estimated Annual Expenses

17 Residential Customers @ $175.56	$2,984.60
Net	$10,071.40

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
HARRISBURG, PA 17120

Public Meeting held March 25, 2021

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
David W. Sweet, Vice Chairman
John F. Coleman, Jr.
Ralph V. Yanora

Joint Application of Pennsylvania-American Water Company – Wastewater Division (PAWC-WD) and Craig E. Dallmeyer d/b/a Regent Sewer Company (Regent Sewer) for approval of: (1) the right of PAWC-WD to offer, render, furnish, and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc;* and (2) the right of Regent Sewer to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*	A-2020-3021939 A-2020-3018087

ORDER

BY THE COMMISSION:

By the joint application (Joint Application) filed on September 10, 2020, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), Utility Code 230073, and Craig E. Dallmeyer d/b/a Regent Sewer Company (Regent Sewer), Utility Code 230069, seek certificates of public convenience pursuant to Sections 1102(a)(1)(i) and (2) of the Public Utility Code, 66 Pa.C.S. §§ 1102(a)(1)(i) and (2), evidencing Commission approval of: (1) the right of PAWC-WD to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*; and (2) the right of Regent Sewer to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*.

I. AFFECTED ENTITIES AND BACKGROUND

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania with headquarters located at 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055. As of July 31, 2020, PAWC-WD provided wastewater service to approximately 75,087 customers within its certificated service territories throughout various counties of the Commonwealth. Additionally, PAWC-WD is a subsidiary of American Water Works Company, Inc., and a division of Pennsylvania-American Water Company (PAWC), Utility Code 212285. PAWC provides water service to approximately 670,610 customers throughout Pennsylvania.

Regent Sewer is a regulated public utility, duly organized and existing under the laws of the Commonwealth of Pennsylvania with its headquarters located at 4775 North Sherman Street, Ext., Mount Wolf, Pennsylvania 17347. Regent Sewer furnished wastewater service to one customer, York Regent Acres, LP, for a manufactured home community that has approximately 131 residential tenants, in portions of Fairview and Newberry Townships, York County, Pennsylvania. PAWC provides water service to Regent Sewer's customer. No change to water service is contemplated with this Joint Application.

On January 24, 2020, Regent Sewer filed a letter (January 2020 Abandonment Letter) with the Commission indicating as of the date of the letter, York Regent Acres, LP connected its wastewater collection system to the PAWC-WD Fairview Township South wastewater treatment plant (WWTP), that the WWTP previously owned and operated by Regent Sewer was in the process of being decommissioned, and that Regent Sewer was no longer in need of its PUC authority as it was no longer providing service to the public. On February 7, 2020, the Commission assigned the January 2020 Abandonment Letter to Docket No. A-2020-3018087 and subsequently issued a Secretarial Letter on February 21, 2020, directing Regent Sewer to file an application for approval, *nunc pro tunc*, of the right to abandon wastewater service to the public in

Newberry and Fairview Townships, York County. On April 30, 2020, Regent Sewer filed a *nunc pro tunc* abandonment application at the same docket. Through Commission staff discussions with both Regent Sewer and PAWC-WD, it was determined that PAWC-WD also needed Commission approval to serve a portion of Fairview and Newberry Townships, as a portion of York Regent Acres, LP was located in PAWC-WD's certificated territory in Fairview Township, but the remaining portions of York Regent Acres, LP were not located in PAWC-WD's certificated territory in Fairview or Newberry Townships. PAWC-WD filed the Joint Application to remedy this issue.

In supplemental information filed with the Commission at Docket No. A-2020-3018087, Regent Sewer indicated that Regent Sewer Company is a fictitious name held by the late Craig Dallmeyer. Craig Dallmeyer is a person certificated by the Commission to offer, render, furnish, or supply sanitary sewage collection and disposal service in the Regent Acres Mobile Home Park.[1] Regent Sewer averred that in March 2013, Craig Dallmeyer passed away. Subsequently, under his estate, Regent Sewer's assets were transferred to the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007. On or about January 1, 2018, Regent Sewer's assets were transferred to a related entity, York Regent Acres, LP. York Regent Acres, LP is owned by: Craig Dallmeyer's widow, Tammie Dallmeyer; the Craig E. Dallmeyer Residuary Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007; the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007; and York CK LLC, which is wholly owned by Tammie Dallmeyer and Craig Dallmeyer's son, Carl Dallmeyer.

PAWC-WD and Regent Sewer submitted proofs of publication and service to the appropriate entities. Notice of the Joint Application was published in the *Pennsylvania*

[1] *See Application of Craig E. Dallmeyer, t/a Regent Acres Mobile Home Park, for approval to begin to offer, render, furnish or supply sanitary sewage collection and disposal service to the public in Regent Acres Mobile Home Park in southern Fairview Township and northern Newberry Township, York County,* at Docket No. A-00105935.

Bulletin, 50 Pa.B. 5338, on Saturday, September 26, 2020. The protest period ended October 13, 2020. No protests were filed, and no hearings were held.

II. LOCATION AND DESCRIPTION OF TERRITORY

A map of Regent Sewer's wastewater service territory was provided in the Joint Application as Exhibit B. Regent Sewer's wastewater service territory is in the northcentral portion of York County, straddling the border between Fairview and Newberry Townships, and abuts Interstate 83 on its west side. Regent Sewer indicated its service territory encompasses an area of approximately 42.8 acres across portions of three parcels of land. In supplemental information filed with the Commission at Docket No. A-2020-3018087, Regent Sewer indicated that it is requesting Commission approval to abandon service to the entire service area previously approved by the Commission.[2]

The Joint Application included maps of PAWC-WD's requested wastewater service territory and written descriptions of the requested territory by bearing angles and distances as Exhibits D-1 and D-2, respectively. PAWC-WD's requested territory encompasses an area of approximately 32.6 acres. In supplemental information filed with the Commission, PAWC-WD indicated that it holds a certificate of public convenience that authorizes it to serve the remaining 10.2 acres of Regent Sewer's service territory.[3]

In supplemental information filed with the Commission, PAWC indicated that the southernmost parcel of land included in its requested territory is currently receiving wastewater service from the Newberry Township Municipal Authority.[4] As a result, to prevent a competitive condition, the Commission will condition the issuance of the Certificate of Public Convenience for PAWC-WD to serve the public in a portion of Fairview and Newberry Townships upon PAWC-WD submitting revised versions of

[2] Id.
[3] *See Application of the Pennsylvania-American Water Company – Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania*, at Docket No. A-2015-2546532.
[4] This parcel has a Parcel ID Number of 39-000-25-0030.00-00000 according to the York County Tax Map.

Exhibits D-1 and D-2 to exclude the parcel of land served by the Newberry Township Municipal Authority.[5]

III. ABANDONMENT OF SERVICE

In the Joint Application and in supplemental information filed with the Commission, PAWC-WD and Regent Sewer provided detailed explanations of Regent Sewer's activities to abandon wastewater service. PAWC-WD and Regent Sewer indicated that Regent Sewer coordinated with Fairview and Newberry Townships, the Pennsylvania Department of Environmental Protection (DEP), and each other to transfer Regent Sewer's customer, York Regent Acres, LP, to PAWC-WD. In supplemental information filed with the Commission, Regent Sewer provided a copy of a letter from DEP dated November 6, 2018 that indicated DEP approved revisions to the Act 537 Official Sewage Facilities Plans for Fairview and Newberry Townships to connect Regent Sewer's customer to PAWC-WD's wastewater system, and that DEP acknowledged York Regent Acres, LP would privately own and maintain the proposed pump station and force main used to convey wastewater to PAWC-WD's system. Regent Sewer also provided a copy of a National Pollutant Discharge Elimination System (NPDES) Notice of Termination letter dated February 17, 2020. This letter verifies that Regent Sewer's wastewater treatment plant (WWTP) was replaced with a new pumping station and requested termination of Regent Sewer NPDES Permit No. PA0033774 due to the removal of Regent Sewer's WWTP.

IV. FACILITIES FOR FURNISHING SERVICE

PAWC-WD averred that before Regent Sewer ceased operations, York Regent Acres, LP hired contractors to build a new pump station and force main to connect to PAWC-WD. In supplemental information filed with the Commission, PAWC-WD provided a breakdown of other relevant wastewater facilities paid for by York Regent

[5] *See* Ordering Paragraph No. 2.

Acres, LP, including a wet well, a generator, and a shed for the pump station. PAWC-WD averred that it will be responsible for maintaining the meter at the pump station and its calibration once a year while York Regent Acres, LP will be responsible for maintaining the pump station, generator, and the force main between the pump station and PAWC-WD's manhole.

Wastewater service in the requested territory is provided by PAWC-WD's existing Fairview South WWTP. In supplemental information filed with the Commission, PAWC-WD identified the Fairview South WWTP has a permitted maximum daily flow of 0.94 million gallons per day (MGD) and an actual maximum daily flow for 2020 of 1.07 MGD. PAWC-WD also identified the Fairview South WWTP has a permitted average monthly flow of 28.2 million gallons and the actual average monthly flow for 2020 was 0.648 MGD. PAWC-WD averred the Fairview South WWTP has been operating well within permitted allocation with no foreseeable issues.

V. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD indicated no additional capital is required to serve York Regent Acres, LP in the requested territory. Before Regent Sewer ceased operations, Regent Sewer built a new pump station, master meter, and a force main to connect to PAWC-WD. In supplemental information filed with the Commission, Regent Sewer indicated the construction costs of all facilities were paid for by York Regent Acres, LP and the cost of construction was approximately $452,339.

VI. EXISTING RATES

PAWC-WD indicated Rate Zone 1 rates are being charged for wastewater service in the requested territory as set forth in its effective wastewater tariff. PAWC-WD provided an estimate of the annual revenues and expenses from providing service for the requested territory. PAWC-WD estimated annual revenue of approximately $103,755, annual expenses of approximately $22,743 and a net annual operating income of

approximately $81,012. In supplemental information filed with the Commission, PAWC-WD provided a copy of a *pro forma* tariff supplement containing revisions to PAWC-WD's list of territories served to include a portion of Newberry Township.[6] Through this Order, the Commission will permit PAWC-WD to file a tariff supplement, consistent with the *pro forma* tariff supplement, to become effective on at least one day's notice.[7]

VII. REQUIRED EASEMENTS, RIGHTS-OF-WAY AND PERMITS

PAWC-WD averred no easements or permits are necessary to serve the customer in the requested territory. Regent Sewer indicated no permits were transferred from Regent Sewer to PAWC-WD.

VIII. LAND-USE PLANNING COMPLIANCE

PAWC-WD sent letters dated July 29, 2020 to Newberry and Fairview Townships and provided responses to both letters in the Joint Application's Exhibit K. Both responses indicated the project is consistent with applicable comprehensive plans and zoning ordinances. PAWC-WD also provided a copy of a letter dated August 10, 2020 from the York County Planning Commission in the Joint Application's Exhibit L indicating the project is consistent with the adopted county or multi-county comprehensive plan.

IX. ADDITIONAL CONSIDERATIONS

PAWC-WD averred that it has the technical and financial capabilities to continue to provide wastewater service and averred there is a need to continue to make safe and reliable wastewater service available to York Regent Acres, LP. PAWC-WD indicated the customers of Regent Sewer's wastewater system will also continue to benefit from

[6] PAWC-WD's effective wastewater tariff currently includes "Portions of Fairview Township" under PAWC-WD's list of territories served.
[7] *See* Ordering Paragraph No. 5.

enhanced customer service such as additional bill payment, extended customer service and call center hours, and customer information and education programs. PAWC-WD maintains that no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service like that to be rendered by PAWC-WD in the territory covered by this Joint Application, and that no competitive condition will be created.[8]

PAWC-WD is current with its annual, quarterly earnings and Security Planning and Readiness report filing requirements and neither PAWC-WD nor Regent Sewer have any outstanding fines or assessments due to the Commission. In email correspondence from the DEP's Southcentral Regional Office dated May 8, 2020, DEP advised Commission staff that it does not have any pending actions or outstanding complaints against PAWC-WD or Regent Sewer.

X. CONCLUSION

Based upon the facts that there is a need to continue to make public wastewater service available within the requested territory; that the economies of scale of an expanded customer base have a beneficial effect on existing customers; and that PAWC-WD is fit to provide service, the Commission finds that granting approval of PAWC-WD's and Regent Sewer's Joint Application, is necessary or proper for the service, accommodation, convenience, or safety of the public and is in the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Joint Application of Pennsylvania-American Water Company – Wastewater Division and Craig E. Dallmeyer d/b/a Regent Sewer Company at Docket

[8] As noted in Section II of this Order, the Commission is conditioning the certificate of public convenience granted to PAWC-WD through this Order upon PAWC-WD submitting revised versions of Exhibits D-1 and D-2 to exclude the parcel of land served by the Newberry Township Municipal Authority. See Ordering Paragraph No. 2.

Nos. A-2020-3021939 and A-2020-3018087, is hereby conditionally approved, consistent with this Order.

2. That upon compliance with the following conditions, a Certificate of Public Convenience shall be issued pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), evidencing Commission approval of the right of Pennsylvania-American Water Company – Wastewater Division, to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*:

a. Pennsylvania-American Water Company – Wastewater Division shall file with the Secretary's Bureau a revised Exhibit D-1 depicting a requested wastewater service territory map which does not include any portion of Parcel ID Number 39-000-25-0030.00-00000, currently served by the Newberry Township Municipal Authority; and

b. Pennsylvania-American Water Company – Wastewater Division shall file with the Secretary's Bureau a revised Exhibit D-2 that contains a written description with bearing angles and distances for the boundaries of the requested wastewater service territory, consistent with the map to ,be provided in Ordering Paragraph No. 2(a), and shall quantify the area of the revised wastewater service territory in acres.

3. That, upon the issuance of a Certificate of Public Convenience pursuant to Ordering Paragraph No. 2, a Certificate of Public Convenience be issued pursuant to Section 1102(a)(2) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(2), evidencing Commission approval of the right of Craig E. Dallmeyer d/b/a Regent Sewer Company to abandon wastewater service to the public in Fairview and Newberry Townships, York County, Pennsylvania, *nunc pro tunc*.

4. That upon the issuance of the Certificate of Public Convenience pursuant to Ordering Paragraph No. 3, Craig E. Dallmeyer d/b/a Regent Sewer Company shall: return all copies of previously issued Certificates of Public Convenience to the Commission's Secretary's Bureau; be removed from all active utility lists maintained by the Commission's Secretary's Bureau and the Bureau of Administrative Services; and Craig E. Dallmeyer d/b/a Regent Sewer Company's tariff shall become null and void and will be removed from the Commission's active files.

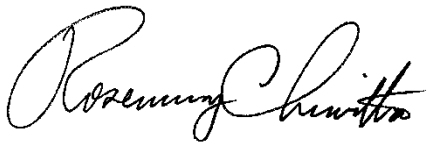
5. That Pennsylvania-American Water Company-Wastewater Division shall file a tariff supplement, that includes a portion of Newberry Township, York County in its list of service territories within 10 days following the issuance of a Certificate of Public Convenience pursuant to Ordering Paragraph No. 2, to become effective on at least one day's notice.

6. That nothing herein shall be construed as an approval or determination of costs or expenses for the purposes of just or reasonable rates or to exempt Pennsylvania-American Water Company – Wastewater Division and Craig E. Dallmeyer d/b/a Regent Sewer Company from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

7. That a copy of this Order be served upon Pennsylvania-American Water Company – Wastewater Division, Craig E. Dallmeyer d/b/a Regent Sewer Company, the Commission's Bureau of Investigation and Enforcement and Bureau of Administrative Services, the Office of Consumer Advocate, the Office of Small Business Advocate, the Fairview Township Board of Supervisors, the Newberry Township Board of Supervisors, the York County Commissioners, the Pennsylvania Department of Revenue, and the Department of Environmental Protection – Southcentral Regional Office and its Central Office Bureau of Regulatory Counsel.

8. That upon the issuance of the Certificates of Public Convenience as outlined in Ordering Paragraph Nos. 2 and 3, the proceeding at Docket Nos. A-2020-3021939 and A-2020-3018087 shall be closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: March 25, 2021

ORDER ENTERED: March 25, 2021

PENNSYLVANIA AMERICAN WATER

Susan Simms Marsh
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
P: 717.550-1570
Susan.marsh@amwater.com

March 31, 2021

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In Re: Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: (1) the Commencement by Pennsylvania American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, and York County, Pennsylvania, *Nunc Pro Tunc* and (2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc* - Docket Nos. A-2020-3021939 and A-2020-3018087

Dear Secretary Chiavetta:

Pursuant to Ordering Paragraph No. 2 of the Pennsylvania Public Utility Commission's March 25, 2021 Order in the above-captioned matter, please find attached the following: 1) Pennsylvania-American Water Company revised Exhibit D-1 depicting a requested wastewater service territory map which does not include any portion of Parcel ID Number 39-000-25-0030.00-00000, currently served by the Newberry Township Municipal Authority; 2) Pennsylvania-American Water Company revised Exhibit D-2 that contains a written description with bearing angles and distances for the boundaries of the requested wastewater service territory, consistent with the map at revised Exhibit D-1 and that quantifies the area of the revised wastewater service territory in acres.

Sincerely,

Susan Simms Marsh

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

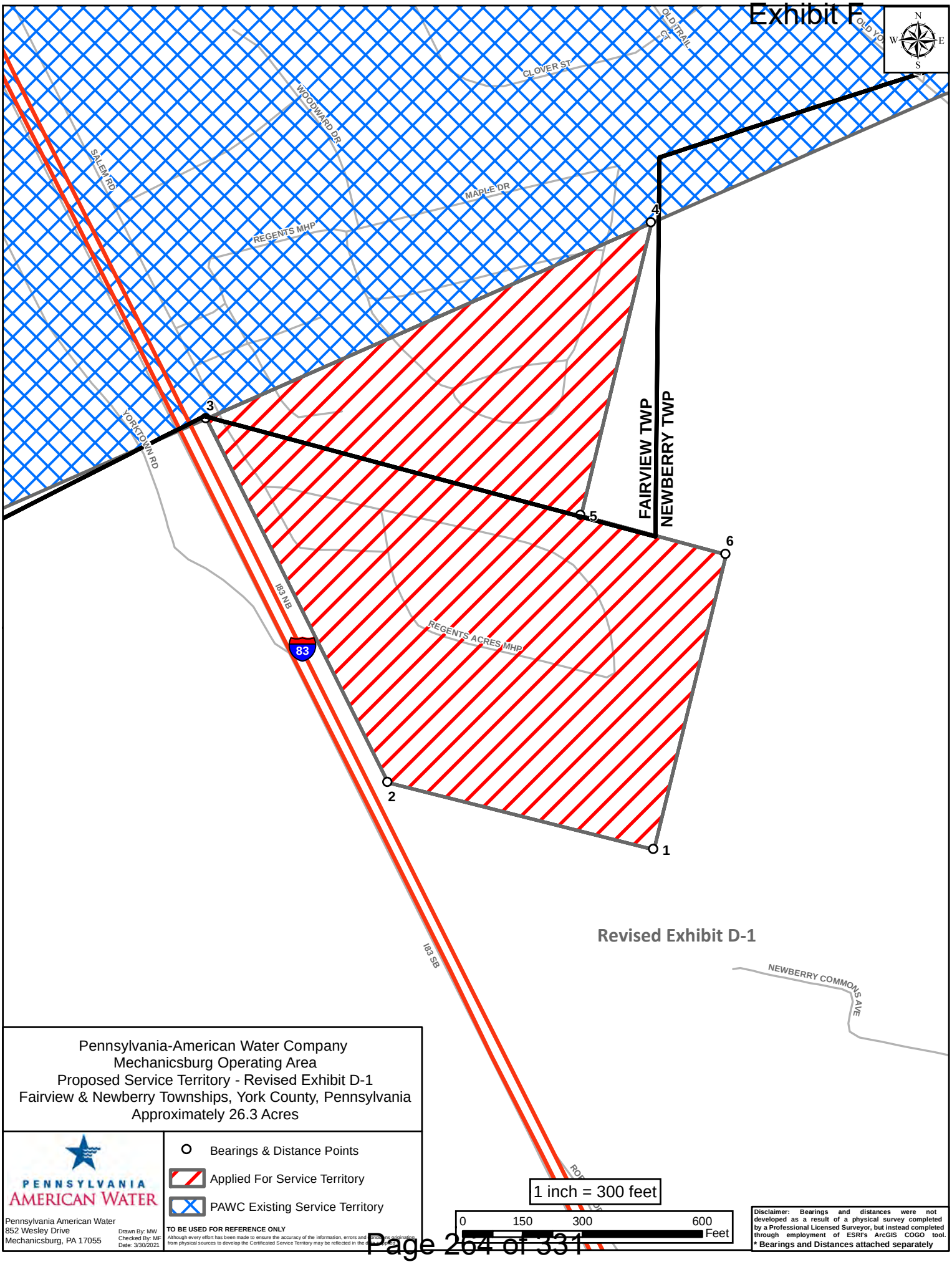


Exhibit F
N
W
E
S
OLD TRAIL CT
CLOVER ST
WOODWARD DR
SALEM RD
MAPLE DR
REGENTS MHP
YORKTOWN RD
FAIRVIEW TWP
NEWBERRY TWP
I83 NB
83
REGENTS ACRES MHP
I83 SB
NEWBERRY COMMONS AVE
1
2
3
4
5
6
Revised Exhibit D-1
Pennsylvania-American Water Company
Mechanicsburg Operating Area
Proposed Service Territory - Revised Exhibit D-1
Fairview & Newberry Townships, York County, Pennsylvania
Approximately 26.3 Acres
Bearings & Distance Points
Applied For Service Territory
PAWC Existing Service Territory
PENNSYLVANIA AMERICAN WATER
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055
Drawn By: MW
Checked By: MF
Date: 3/30/2021
TO BE USED FOR REFERENCE ONLY
1 inch = 300 feet
0 150 300 600
Feet
Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.
* Bearings and Distances attached separately

Starting Point: The southern most point of parcel pin 39-000-QG-0149.D0-M1133.				
Sequence	**From**	**To**	**Bearing**	**Distance (ft)**
1	1	2	N75°48'49"W	686.37
2	2	3	N26°32'54"W	1,020.01
3	3	4	N66°15'05"E	1,218.72
4	4	5	S13°32'19"W	754.61
5	5	6	S74°59'02"E	376.71
6	6	1	S13°46'07"W	762.13

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020-3021939 and A-2020-3018087

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced filing upon the persons 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 March 31, 2021:

Christine M. Hoover, Senior Assistant Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

John R. Evans, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Alison Kaster, Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120
(via electronic mail)

Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Attorney ID No. 80099
Barley Snyder
100 East Market Street
York, PA 17401
717-718-7586
E-Mail: smacneal@barley.com

PENNSYLVANIA AMERICAN WATER

Susan Simms Marsh
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
P: 717.550-1570
Susan.marsh@amwater.com

September 10, 2020

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In Re: Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, and York County, Pennsylvania, *Nunc Pro Tunc* - Docket No. A-2020-
and

2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc* - Docket Nos. A-2020-3018087

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application. Please note the payment of $350 for the Commission's filing fee was previously paid by Regent Sewer Company. A Certificate of Service is also attached.

Sincerely,

Susan Simms Marsh

Susan Simms Marsh

cc: All Parties on the Attached Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020- and A-2020-3018087

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Application upon the persons 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 September 10, 2020:

Christine M. Hoover, Senior Assistant Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

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

Alison Kaster, Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120

Pennsylvania Department of Environmental Protection – Northwest Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110
(via first-class mail)

Pennsylvania Department of Environmental Protection
Rachel Carson Building
400 Market Street
Harrisburg, PA 17101
(via first-class mail)

Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Attorney ID No. 80099
Katherman & Perry
345 East Market Street
York, PA 17482
717-854-5124
E-Mail: stacey@khlaw.us

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Application of Pennsylvania-American Water Company and Regent Sewer Company for approval of: 1) the Commencement by Pennsylvania – American Water Company to Offer, Render, Furnish and Supply Wastewater Treatment Service to the Public in an Additional Portion of Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc;* and 2) the Abandonment by Regent Sewer Company of all Rights to provide Wastewater Treatment Service to the Public, in Portions of Fairview Township and Newberry Township, York County, Pennsylvania, *Nunc Pro Tunc*	:	Docket Nos. A-2020-and A-2020-3018087

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company ("Pennsylvania-American" or "Company") and Regent Sewer Company ("Regent"), by their attorneys, hereby respectfully request, pursuant to Section 1102(a)(1)(2) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(2), that the Pennsylvania Public Utility Commission ("Commission") approve (1) the commencement by Pennsylvania-American of wastewater treatment service to the public in a portion of Newberry Township, York County, Pennsylvania, *nunc pro tunc*; and (2) the abandonment by Regent of all wastewater treatment service to the public in Fairview Township and Newberry Township, York County, Pennsylvania, *nunc pro tunc*. In support of this request, Pennsylvania-American and Regent, hereinafter collectively known as "Joint Applicants" state as follows:

2. The names and addresses of Joint Applicants are:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Regent Sewer Company
4775 North Sherman Street, Ext.
Mount Wolf, PA 17347

3. The names and addresses of the Joint Applicant's attorneys are:

Susan Simms Marsh, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Katherman & Perry
345 East Market Street
York, PA 17482
717-854-5124
E-Mail: stacey@khlaw.us

II. DESCRIPTION OF JOINT APPLICANTS

4. Pennsylvania-American is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Pennsylvania-American furnishes water service to approximately 2.2 million people in a certificated service territory encompassing portions of 36 counties and 408 municipalities across the Commonwealth, as reflected in documents already on file with the Commission. As of July 31, 2020, Pennsylvania-American provided wastewater service to approximately 75,087 customers in the following classifications:

Residential:	69,533
Commercial:	5,299
Industrial:	44
Municipal, Resale and Other:	200
Total:	75,087

In addition, Pennsylvania-American provided water service to approximately 670,610 customers in the following classifications:

Residential:	617,571

Commercial:	45,809
Industrial:	529
Municipal, Resale and Other:	2,395
Fire Protection:	4,304
Total:	668,656

4. The Commission has deemed Pennsylvania-American to be financially and technically fit, as reflected in documents on file with the Commission. Attached hereto as **Exhibit A** is pertinent information with respect to the corporate history, authority, and service territory of Pennsylvania-American.

5. Regent is a wastewater public utility that is certificated to provide wastewater treatment service in portions of Fairview and Newberry Townships, York County, Pennsylvania. Regent's certificated service territory consists of two adjoining tracts: a northern one containing 19.9 acres situated in both Fairview and Newberry Townships and a southern one containing 22.9 acres situated entirely in Newberry Township. Regent previously provided wastewater treatment services to a related entity, York Regent Acres, LP., a manufactured home community located in York County, Pennsylvania. *See*, **Exhibit B** for a map depicting Regent's current service territory.

III. ABANDONMENT OF SERVICE

6. Regent's owner, Craig E. Dallmeyer passed away on March 27, 2013. Under his estate, the assets of Regent Sewer Company were transferred to the Craig E. Dallmeyer Marital Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007. On or about January 1, 2018, the assets, including Regent's wastewater collection, conveyance, and wastewater treatment assets, were transferred for nominal consideration to York Regent Acres, LP. York Regent Acres, LP is owned by Craig E. Dallmeyer's widow, Tammie L. Dallmeyer,

the Craig E. Dallmeyer Residuary Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007, the Craig E. Dallmeyer Martial Trust UA c/u the Irrevocable Trust of Craig E. Dallmeyer dated March 2, 2007, and York CK LLC. York CK LLC is wholly owned by Tammie Dallmeyer and Craig E. Dallmeyer's son, Carl E. Dallmeyer.

7. As previously stated herein Regent provided wastewater treatment services to York Regent Acres, LP. Regent coordinated with the Townships of Newberry and Fairview, Pennsylvania Department of Environmental Protection and Pennsylvania-American to transfer Regent's one customer, York Regent Acres, LP to Pennsylvania-American. Regent discontinued providing service to York Regent Acres, LP and a connection was made from the mobile home park to Pennsylvania-American wastewater treatment system on January 13, 2020.

8. As of February 1, 2020, there were no remaining wastewater treatment assets of Regent as the wastewater plant has been demolished.

9. No revenues have been derived from the operation of the service and no expenses paid since April 2016.

10. As of January 1, 2018, Regent was no longer billing any customers. Prior to that date, the only entity that Regent ever billed was York Regent Acres, LP or its predecessors in interest, which is the owner of the Regent Acres Mobile Home Park. Prior to discontinuing billing in January 1, 2018, York Regent Acres, LP was billed Four Thousand Twenty-Eight Dollars and Twenty-Five Cents ($4,028.25) per month as a flat fee and not related to actual flow. The Regent Acres Mobile Home Park contains 131 residential tenants. Regent never billed the 131 residential tenants directly.

11. On April 30, 2020, Regent filed an Application, *nunc pro tunc*, for Approval

and Abandonment of Service filed at Docket No. A-2020-3018087 and incorporated, herein. A copy of this Application can be seen at **Exhibit C**.

IV. THE PROPOSED ADDITIONAL SERVICE TERRITORY

12. Pennsylvania-American is certificated to provide wastewater treatment service to a portion of Fairview Township, York County, Pennsylvania but the Company does not have a Certificate of Public Convenience to provide wastewater service in Newberry Township, York County, Pennsylvania.

13. As indicated above, the proposed additional service territory is located in a portion of Newberry Township, York County, Pennsylvania. Attached hereto as **Exhibit D-1** is a map showing the boundaries of the area and attached hereto as **Exhibit D-2** is a description of the proposed area to be served ("Joint Application Territory").

14. Pennsylvania-American is certificated in a portion of Fairview Township due to the acquisition of Fairview Township's wastewater system. Pennsylvania-American acquired substantially all of the assets, properties and rights related to Fairview Township's wastewater system.[1] Furthermore, Pennsylvania-American is also certificated to provide wastewater services in Fairview Township at Docket No. A-2016-2567457.[2]

15. The Joint Application Territory abuts the service territory which was previously approved at Docket No. A-2015-2486532.

[1] *See, In re: Application of Pennsylvania-American Water Company for approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's assets, properties and rights related to the wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in the Township of Fairview, York County, Pennsylvania,* Docket No. A-2015-2486532 (Order entered December 17, 2015).

[2] *See, In re: Application of Pennsylvania-American Water Company for approval of right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania (Tall Oaks Subdivision),* Docket No. A-2016-2567451 (Order entered December 8, 2016).

16. While Pennsylvania-American is not certificated in Newberry Township for wastewater, it is certificated to provide water service under various dockets.[3]

17. The Joint Application Territory will serve Regent's one wastewater customer, York Regent Acres, LP.

18. No additional capital will be required by Pennsylvania-American to serve York Regent Acres, LP in the Joint Application Territory. Before Regent ceased operations, Regent built a new pump station at the old wastewater plant location. From this new pump station, it is master metered and then sent through a force main to Pennsylvania-American's manhole. York Regent Acres, LP paid all project expenses and the project was completed by Regent's contractors. Pennsylvania-American will not charge customers any tapping fees to hook up to the new system due to Regent having a pre-existing system.

19. No agreement exists between Regent or York Regent Acres, LP and Pennsylvania-American indicating that Pennsylvania-American accepts service responsibility for Regent's customer. However, the physical connection to Pennsylvania-American's system was completed on January 13, 2020 and since that time, Pennsylvania-American has been billing York Regent Acres, LP for use of the Pennsylvania-American's conveyance and treatment system. Please see an example of the bill at **Exhibit E.**

20. The Joint Applicants are not in possession of the DEP-approved Sewage Facilities Planning Modules revising the official plans of Newberry and Fairview Townships, York County to eliminate the Regent Acres Mobile Home Park wastewater treatment plant and connect the Regent Acres Mobile Home Park to Pennsylvania-American Fairview Township

[3] *See,* Docket Nos. A-212285F0013 (Order entered July 26, 1993), Docket No. A-212285F0031 (Order entered August 23, 1996), Docket No. A-212285F0044 (Order entered January 6, 1998), Docket No. A-212285F0063 (Order entered June 11, 1999), Docket No. A-212285F0087 (Order entered July 16 ,2001) and Docket No. A-2011-2236764 (Order entered August 11, 2011).

system, but the DEP approval letter is attached hereto as **Exhibit F**.

21. The Joint Application Territory will be operated and managed in conjunction with Pennsylvania-American's Fairview South Wastewater Treatment Plant Facilities (Fairview South WWTP). It is anticipated with this increased flow into the Fairview South WWTP and load from Regent customers, no hydraulic or organic overload will occur to this treatment plant.

22. No easements or permits are necessary to serve the Joint Application Territory.

23. To the best of the Joint Applicant's knowledge, no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service similar to that rendered by Pennsylvania-American in the Joint Application Territory, and no competitive condition will be created.

V. FINANCIAL AND OTHER RELEVANT INFORMATION

24. There is attached hereto, as **Exhibit G**, a balance sheet of Pennsylvania-American as of December 31, 2019.

25. There is attached hereto, as **Exhibit H,** a statement of income and retained earnings of Pennsylvania-American for the 12 months ending December 31, 2019.

26. Current Rate Zone 1 rates are being charged for service in the Joint Application Territory with Pennsylvania-American existing facilities as set forth in the Company's approved Tariff. Current Rate Zone 1 rates are shown on **Exhibit I** and may be changed from time to time.

27. Pennsylvania-American furnishing wastewater service in the proposed additional service territory will have no adverse effect upon the service furnished or the rates charged to its existing customers.

28. The estimated annual revenues and expenses of Pennsylvania-American in the Joint Application Territory are set forth in **Exhibit J** attached hereto.

VI. PUBLIC INTEREST

29. It is in the public interest for Pennsylvania-American to continue providing wastewater service in the proposed Applied for Service Joint Territory with existing Pennsylvania-American facilities because it is financially and technically capable of continuing to provide said service and there is a need to continue to make safe and reliable wastewater service available to York Regent Acres, LP. It will be in the best interest of York Regent Acres, LP and the residents of its manufactured home community for service to be provided by Pennsylvania-American Water at its larger wastewater treatment facility. It is believed that Applicant's former wastewater treatment facility would require substantial upgrades in order to obtain a permit renewal from the Pennsylvania Department of Environmental Protection. Given its size, access to capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that wastewater service meeting federal and state requirements will continue to be provided to these customers and maintained for Pennsylvania-American's existing customers. Additionally, the customers will continue to benefit from enhanced customer service in several areas, such as, but not limited to, additional bill payment options, extended customer service and call center hours, customer information and education programs.

30. Pennsylvania-American believes that this transaction will mitigate the level of investment per customer by adding more customers to share in future infrastructure costs as well as expand its customer base over which existing costs are recovered and thereby stabilize per-customer cost.

31. Pennsylvania-American has support from the Townships of Newberry and Fairview and York County. Letters can be found at **Exhibit K** from Newberry Township and

Fairview Township and at **Exhibit L** from York County to verify that this plan complies with county/township comprehensive plans.

32. Upon approval of the Joint Application, receipt of a Certificate of Public Convenience, Pennsylvania-American will provide wastewater service to any resident of York Regent Acres, LP who is interested in the Joint Application Territory under the Rules and Regulations of its Commission-approved tariff.

VII. RELIEF REQUESTED

33. Together with the Order approving this Joint Application, Pennsylvania-American and Regent request that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1)(2) of the Public Utility Code, 66 Pa.C.S. §1102(a)(a)(2), authorizing Pennsylvania-American to furnish wastewater treatment service in a portion of Newberry Township, York County depicted in **Exhibit D-1** and described in **Exhibit D-2** hereto and Regent to abandon wastewater treatment service.

WHEREFORE, the Joint Applicants pray your Honorable Commission to issue the necessary Certificates of Public Convenience, *nunc pro tunc*, under the Public Utility Code, as amended, 66 Pa. C. S. §1102(a)(1)(2), authorizing:

(a) the right Pennsylvania-American Water Company to offer or furnish wastewater treatment service to the public in a portion of Newberry Township, York County, and;

(b) the abandonment by Regent Sewer Company of all wastewater treatment service to the public.

PENNSYLVANIA-AMERICAN WATER COMPANY
REGENT SEWER COMPANY

By: _____

Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1570
E-mail: susan.marsh@amwater.com

Stacey K. McNeal, Esquire
Attorney ID No. 80099
Katherman & Perry
345 East Market Street
York, PA 17482
717-854-5124
E-Mail: stacey@khlaw.us

Dated: September 10, 2020

VERIFICATION

I, Carl E. Dallmeyer, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. sec. 4904 (relating to unsworn falsification to authorities).

September 9, 2020
Date

Carl E. Dallmeyer, Authorized Representative

VERIFICATION

I, JOSEPH WOODWARD, hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

9-3-20
Date

Joseph Woodward, Senior Director

EXHIBIT A

PAWC COMPANY HISTORY

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water

Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System

(Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019) and Township of Exeter (Berks County, October 24, 2019). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 670,610 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville

and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown,

Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 75,087 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

Portions of, the Townships of Alsace, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

A portion of the Township of Fairview in York County.

[408 municipalities in 36 counties.]

07/31/2020

EXHIBIT B

MAP OF REGENT SEWER COMPANY SERVICE TERRITORY

Map Key:

Shaded Area with Blue Border = Regent Sewer Company's currently certificated wastewater territory.

Black Line = Municipal Border; Fairview Township to the north and Newberry Township to the south.

Red Line = PAWC-WD is certificated to provide wastewater service in Fairview Township north of this border.

EXHIBIT C

REGENT SEWER COMPANY *NUNC PRO TUNC* *APPLICATION*

APPLICATION FOR APPROVAL OF ABANDONMENT OF SERVICE
FILED NUNC PRO TUNC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In Re: Application of Regent Sewer Company for approval of the abandonment of wastewater treatment service

Docket No: A-2020-3018087

1. Public utility code: 230069

2. Name of Company: Regent Sewer Company

3. Company Address:

Address:	4775 N. Sherman St., Ext. Mt. Wolf, PA 17347
Phone Number:	717-266-6696
Email Address:	ced77@comcast.net

4. Point of Contact for this Application:

Name:	Carl E. Dallmeyer
Title:	Authorized Representative

5. Attorney:

Name:	Stacey R. MacNeal, Esq.
Address:	345 East Market Street York, PA 17403
Phone Number:	717-854-5124
Email Address:	stacey@khlaw.us

6. Provide a general description of the nature and character of the services rendered by the applicant:

Applicant provided wastewater treatment services to a related entity, York Regent Acres, LP, a manufactured home community located in York County.

7. Provide a statement of change in service proposed by the applicant for which Commission approval is sought:

Applicant discontinued wastewater treatment services for the mobile home park. Connection was made from the park to PUC-regulated PA American Water Fairview

Township collection and conveyance system and PA American Water Fairview Township South Wastewater Treatment Plant.

8. Provide a description for the boundaries of the area to be abandoned and quantify the abandonment area in acres:

The entire area served by Applicant is to be abandoned, which is approximately 37 acres.

9. Provide a summary of the revenue derived from the operation of the service sought to be discontinued, together with a statement of the expenses accruing from the maintenance of that service:

No revenue was received or expenses paid since April 2016.

10. State the reasons why approval of the application is necessary:

Pursuant to coordination with Newberry Township, Fairview Township, Pennsylvania Department of Environmental Protection, and PA American Water, the wastewater treatment for Applicant's sole customer was transferred to PUC-regulated PA American Water.

11. Provide a detailed explanation of why the company wishes to abandon its certificated service territory:

It will be in the best interest of York Regent Acres, LP and the residents of its manufactured home community for service to be provided by PA American Water at its larger wastewater treatment facility. It is believed that Applicant's existing wastewater treatment facility would require substantial upgrades in order to obtain a permit renewal from the Pennsylvania Department of Environmental Protection.

12. Provide the number of customers served and date last served:

Applicant served one customer, York Regent Acres, LP. Service was last provided on January 13, 2020.

13. What will happen to these customers? Who will serve them?

The customer will be served by PA American Water.

14. Provide a copy of the agreement between the applicant and the proposed utility that will be accepting service responsibility for the applicant's customers.

Please see correspondence from Pennsylvania American Water Company dated May 25, 2018, attached hereto as **Exhibit "A"** and incorporated herein by reference.

15. Provide a comparison of the utility service rates by class that a typical customer currently pays to the applicant and the rates a customer will pay the proposed utility.

Prior to discontinuing billing to its one customer, the customer was charged Four Thousand Twenty-Eight and 25/100 Dollars ($4,028.25) each month. The customer is now charged by Pa American Water in accordance with its approved tariff (see attached billing statement).

16. As required by 52 Pa Code §5.14(1), provide a copy of the publication notice from a newspaper(s) of general circulation serving the geographical territory affected by the application.

As the Applicant had only customer, that customer was personally notified of the abandonment of service.

17. As required by 52 Pa Code §514(2), provide a copy of the notice to the customers of the Applicant's plan to abandon service.

As the Applicant had only one customer, that customer was personally notified of the planned abandonment of service.

VERIFICATION

I, Carl E. Dallmeyer, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. sec. 4904 (relating to unsworn falsification to authorities).

Date 4/29/20

By: _____
Carl E. Dallmeyer, Authorized Representative

PENNSYLVANIA
AMERICAN WATER

Scott L Armbrust, P.E.
852 Wesley Drive.
Mechanicsburg, PA 17055
Scott.Armbrust.com
www.pawc.com

P 717--7903047
F 717-796-7398

May 25, 2018

Ms. Stacey R. MacNeal
KATHERMAN, HEIM & PERRY
345 East Market Street
York, PA 17403

RE: Sewage Service to Regent MHP
Fairview Township, York County, PA

Dear Ms. MacNeal,

In accordance with your request, please be advised that Pennsylvania American Water Company's Fairview South Wastewater System has sufficient collection, conveyance, and treatment system capacity to accept the one hundred thirty one (131) EDUs for the above referenced property (1 EDU=225 gpd). The addition of these EDUs cumulative with all other approved EDUs within our Fairview South System is not anticipated to create a hydraulic or organic overload to the system within the next 5 years.

Should you have any further questions or require any further information, please do not hesitate to contact me at 717-790-3047 or Scott.Armbrust@amwater.com.

Sincerely,

Scott L. Armbrust, P.E.
Engineering Project Manager

CC: David Boore

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Monthly Statement

Account No. **1024-220032513109**

Total Amount Due:	**$11,274.50**
Payment Due By:	**April 13, 2020**

Service Address:
YORK REGENT ACRES LP
SALEM RD
ETTERS, PA 17319

THANK YOU FOR BEING OUR CUSTOMER.

Billing Date:	March 20, 2020
Service Period:	Feb 12 to Mar 11 (29 Days)
Total Gallons:	770,400

Important Account Messages

- Want more convenience and less clutter? Try paperless billing. We send an email when your bill is available for viewing and include an option to pay. It's simple to sign up, just register or log into My Account at amwater.com/myaccount and make the selection for paperless billing.
- Tired of buying stamps and writing checks? Enroll in Auto Pay and your bill will be paid on time, every time directly from your bank account. To enroll, register or log on to My Account at amwater.com/myaccount.

For more information, visit www.pennsylvaniaamwater.com

Account Summary – *See page 3 for Account Detail*

Prior Billing:	$10,705.80
Payments - Thank You!	$10,705.80
Balance Forward:	**$0.00**
Service Related Charges:	$11,274.50
Total Amount Due:	$11,274.50

View your account information or pay your bill anytime at: www.amwater.com/MyAccount

Pay by Phone*: Pay anytime at 1-855-748-6066
**A convenience fee may apply*

Customer Service: 1-800-565-7292
M-F 7:00am to 7:00pm – Emergencies 24/7

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records. 009632/019265 ACY2A9 ETM1C00003 1 3 (ACY2A9002009632010250(

Messages from Pennsylvania American Water

- Effective January 1, 2020, the Water Distribution System Improvement Charge increased from 1.93% to 3.53%. This charge funds the replacement of water distribution system facilities.
- Approximately 5.07 percent, or $571.62 of state taxes are included in your current bill.
- Any portion of the wastewater charges which is not paid as of 04/13/2020 will be subject to a 1.50% penalty.

WE INVEST MORE THAN $350 MILLION ANNUALLY TO KEEP OUR SYSTEMS STRONG

PENNSYLVANIA AMERICAN WATER
WE KEEP LIFE FLOWING™

CUSTOMER SERVICE: 1-800-565-7292
HOURS: M-F 7AM-7PM - Emergencies 24/7
TTY/TDD FOR THE HEARING IMPAIRED: 711
Language Interpreters Available to Serve Your Needs

SERVICES

Go Paperless: Save time. Save money. Sign up for **Paperless Billing** and **Auto Pay** on My Account at amwater.com/myaccount. Not registered? Log in and be sure to have your account number handy.

Water Quality: We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit pennsylvaniaamwater.com. Under Water Quality, select Water Quality Reports.

H2O Help To Others: This program helps low-income customers who qualify with their water bills. For more information, contact our program administrator, the Dollar Energy Fund, at 1-888-282-6816.

EXPLANATION OF FEES AND OTHER TERMS

Distribution System Improvement Charge (DSIC): A charge to replace aging facilities, such as mains, meters, fire hydrants, valves, etc. This charge, as approved by the Pennsylvania Public Utility Commission (PUC), will change every three months based on work completed. It will not exceed 7.5% of your bill.

Payment by Check: Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.

State Tax Surcharges: This PUC-approved charge allows the company to recover costs specific to state taxes.

Estimated Bill: This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.

Inquiries/Disputes: For inquiries about your bill, please register any question or complaint about the bill prior to the due date. Contact customer service Monday–Friday from 7 a.m. to 7 p.m. by calling 1-800-565-7292. To register your complaint by mail, send written correspondence to PO Box 578, Alton, IL 62002-0578.

Rates: A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at pennsylvaniaamwater.com. Under Customer Service & Billing, select Your Water and Wastewater Rates.

Protection programs for water, sewer and in-home plumbing are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 1-888-378-4458.

Correspondence: Please send written correspondence to PO Box 578, Alton, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Meter Reading and Usage Summary

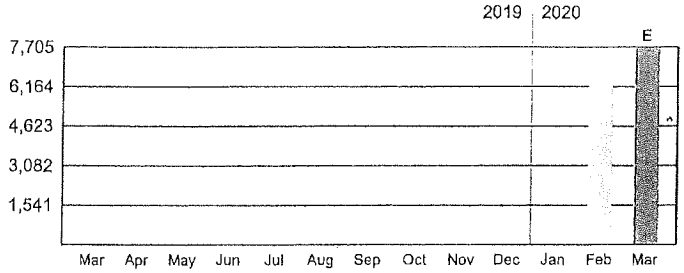
Meter No.	Measure	Size	From Date	To Date	Previous Read	Current Read	Meter Units	Billing Units	Total Gallons
00-07-F9-00-	100 gal	4"	02/12/2020	03/11/2020	7,173 (A)	14,877 (E)	7,704	7,704.00	770,400

A = Actual E = Estimate 1 Billing Unit = 100 gallons Total Gallons: 770,400

Billed Usage History (graph shown in 100 gallons)

770,400 gallons = usage for this period

0 gallons = usage for same period last year



E = Estimate

Next Scheduled Read Date: on or about April 09, 2020
Account Type: Commercial

Average daily use for this period is: (29 days) **26,566** gallons

Year to Date Billed Usage: 1,487,700 gallons

Account Detail

Account No. 1024-220032513109

Service To: SALEM RD ETTERS, PA 17319

Prior Billing		10,705.80
Payments		-10,705.80
Total payments as of Mar 18. Thank you!		-10,705.80
Balance Forward		**0.00**
Service Related Charges - 02/12/20 to 03/11/20		
Wastewater Service		11,274.50
Wastewater Service Charge	(131 x $25.00)	3,275.00
Wastewater Use Charge	(7,704 x $1.1601)	8,937.41
Fed Tax Adjustment - Wastewater Surcharge	($12,212.41 x -7.68%)	-937.91
Total Service Related Charges		**11,274.50**
Total Current Period Charges		**11,274.50**

Total Amount Due **$11,274.50**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection. If applicable, credits and debits for correction to previously billed charges are itemized in this section.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Protection programs for water, sewer and in-home plumbing** are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 888-378-4458.
- **Still have questions?** We are here to help. Our customer service representatives are available M–F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: https://amwater.com/paaw/rates

Certificate of Service

I hereby certify that I have on this date, April 30, 2020, served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirement of 1.54 (relating to service by a participant).

Stacey R. MacNeal, Esq.
Attorney for Applicant

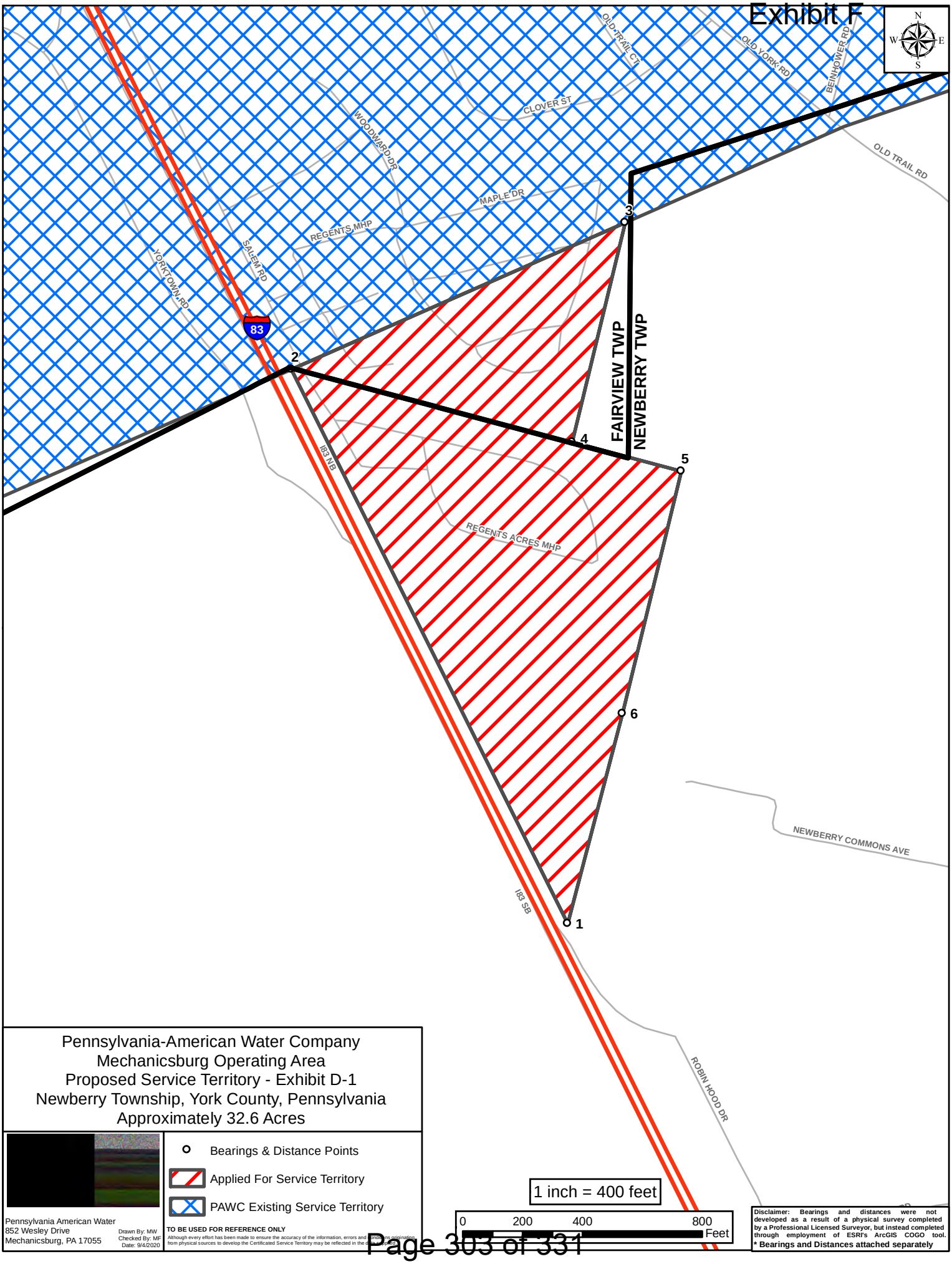
Office of Consumer Advocate
555 Walnut Street
5th Floor Forum Place
Harrisburg, PA 17101-1923

Bureau of Investigation and Enforcement
Pa PUC
PO Box 3265
Harrisburg, PA 17105

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

EXHIBIT D-1

MAP OF REQUESTED SERVICE TERRITORY FOR PENNSYLVANIA-AMERICAN WATER COMPANY



Pennsylvania-American Water Company
Mechanicsburg Operating Area
Proposed Service Territory - Exhibit D-1
Newberry Township, York County, Pennsylvania
Approximately 32.6 Acres

Bearings & Distance Points

Applied For Service Territory

PAWC Existing Service Territory

1 inch = 400 feet

0 200 400 800 Feet

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Drawn By: MW
Checked By: MF
Date: 9/4/2020

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and omissions may exist. Information from physical sources to develop the Certificated Service Territory may be reflected in the digital data.

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.
*** Bearings and Distances attached separately**

EXHIBIT D-2

BEARINGS AND DISTANCES FOR PROPOSED SERVICE TERRITORY

Starting Point: The southern most point of parcel pin 39000QG0149E0.				
Sequence	**From**	**To**	**Bearing**	**Distance**
1	1	2	N26°28'31"W	2068.95066
2	2	3	N66°15'47"E	1218.452219
3	3	4	S13°33'01"W	754.447127
4	4	5	S74°58'20"E	376.631037
5	5	6	S13°39'45"W	832.976336
6	6	1	S14°37'53"W	725.462917

EXHIBIT E

SAMPLE OF PENNSYVLANIA-AMERICAN WATER COMPANY BILL TO YORK REGENT ACRES

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Monthly Statement

Account No. **1024-220032513109**

Total Amount Due:	**$11,274.50**
Payment Due By:	**April 13, 2020**

Service Address:
YORK REGENT ACRES LP
SALEM RD
ETTERS, PA 17319

THANK YOU FOR BEING OUR CUSTOMER.

Billing Date:	March 20, 2020
Service Period:	Feb 12 to Mar 11 (29 Days)
Total Gallons:	770,400

Important Account Messages

- Want more convenience and less clutter? Try paperless billing. We send an email when your bill is available for viewing and include an option to pay. It's simple to sign up, just register or log into My Account at amwater.com/myaccount and make the selection for paperless billing.
- Tired of buying stamps and writing checks? Enroll in Auto Pay and your bill will be paid on time, every time directly from your bank account. To enroll, register or log on to My Account at amwater.com/myaccount.

For more information, visit www.pennsylvaniaamwater.com

Account Summary – *See page 3 for Account Detail*

Prior Billing:	$10,705.80
Payments - Thank You!	$10,705.80
Balance Forward:	**$0.00**
Service Related Charges:	$11,274.50
Total Amount Due:	$11,274.50

View your account information or pay your bill anytime at: www.amwater.com/MyAccount

Pay by Phone*: Pay anytime at 1-855-748-6066
**A convenience fee may apply*

Customer Service: 1-800-565-7292
M-F 7:00am to 7:00pm – Emergencies 24/7

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records. 009632/019265 ACY2A9 ETM1C00003 1 3 (ACY2A9002009632010250(

Messages from Pennsylvania American Water

- Effective January 1, 2020, the Water Distribution System Improvement Charge increased from 1.93% to 3.53%. This charge funds the replacement of water distribution system facilities.
- Approximately 5.07 percent, or $571.62 of state taxes are included in your current bill.
- Any portion of the wastewater charges which is not paid as of 04/13/2020 will be subject to a 1.50% penalty.

WE INVEST MORE THAN $350 MILLION ANNUALLY TO KEEP OUR SYSTEMS STRONG

PENNSYLVANIA AMERICAN WATER
WE KEEP LIFE FLOWING™

CUSTOMER SERVICE: 1-800-565-7292
HOURS: M-F 7AM-7PM - Emergencies 24/7
TTY/TDD FOR THE HEARING IMPAIRED: 711
Language Interpreter Available - Customer Service Number listed below

SERVICES

Go Paperless: Save time. Save money. Sign up for **Paperless Billing** and **Auto Pay** on My Account at amwater.com/myaccount. Not registered? Log in and be sure to have your account number handy.

Water Quality: We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit pennsylvaniaamwater.com. Under Water Quality, select Water Quality Reports.

H2O Help To Others: This program helps low-income customers who qualify with their water bills. For more information, contact our program administrator, the Dollar Energy Fund, at 1-888-282-6816.

EXPLANATION OF FEES AND OTHER TERMS

Distribution System Improvement Charge (DSIC): A charge to replace aging facilities, such as mains, meters, fire hydrants, valves, etc. This charge, as approved by the Pennsylvania Public Utility Commission (PUC), will change every three months based on work completed. It will not exceed 7.5% of your bill.

Payment by Check: Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.

State Tax Surcharges: This PUC-approved charge allows the company to recover costs specific to state taxes.

Estimated Bill: This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.

Inquiries/Disputes: For inquiries about your bill, please register any question or complaint about the bill prior to the due date. Contact customer service Monday–Friday from 7 a.m. to 7 p.m. by calling 1-800-565-7292. To register your complaint by mail, send written correspondence to PO Box 578, Alton, IL 62002-0578.

Rates: A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at pennsylvaniaamwater.com. Under Customer Service & Billing, select Your Water and Wastewater Rates.

Protection programs for water, sewer and in-home plumbing are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 1-888-378-4458.

Correspondence: Please send written correspondence to PO Box 578, Alton, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

PENNSYLVANIA AMERICAN WATER

WE KEEP LIFE FLOWING™

Meter Reading and Usage Summary

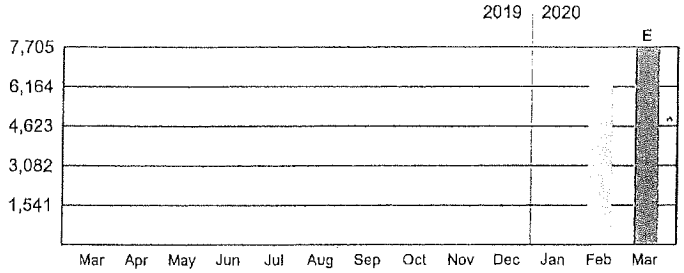
Meter No.	Measure	Size	From Date	To Date	Previous Read	Current Read	Meter Units	Billing Units	Total Gallons
00-07-F9-00-	100 gal	4"	02/12/2020	03/11/2020	7,173 (A)	14,877 (E)	7,704	7,704.00	770,400

A = Actual E = Estimate 1 Billing Unit = 100 gallons Total Gallons: 770,400

Billed Usage History (graph shown in 100 gallons)

770,400 gallons = usage for this period

0 gallons = usage for same period last year



E = Estimate

Next Scheduled Read Date: on or about April 09, 2020
Account Type: Commercial

Average daily use for this period is: (29 days) **26,566** gallons

Year to Date Billed Usage: 1,487,700 gallons

Account Detail

Account No. 1024-220032513109

Service To: SALEM RD ETTERS, PA 17319

Prior Billing		10,705.80
Payments		-10,705.80
Total payments as of Mar 18. Thank you!		-10,705.80
Balance Forward		**0.00**
Service Related Charges - 02/12/20 to 03/11/20		
Wastewater Service		11,274.50
Wastewater Service Charge	(131 x $25.00)	3,275.00
Wastewater Use Charge	(7,704 x $1.1601)	8,937.41
Fed Tax Adjustment - Wastewater Surcharge	($12,212.41 x -7.68%)	-937.91
Total Service Related Charges		**11,274.50**
Total Current Period Charges		**11,274.50**

Total Amount Due **$11,274.50**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection. If applicable, credits and debits for correction to previously billed charges are itemized in this section.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Protection programs for water, sewer and in-home plumbing** are offered by American Water Resources. Charges for these services are not regulated by the Pennsylvania Public Utility Commission. Regulated services will not be disconnected as a result of non-payment of protection program charges. Customers with protection program charges will not be assessed a late payment charge for late or unpaid protection plan charges. For inquiries about protection programs, please contact American Water Resources at 888-378-4458.
- **Still have questions?** We are here to help. Our customer service representatives are available M–F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: https://amwater.com/paaw/rates

EXHIBIT F

DEP APPROVAL LETTER

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

November 6, 2018

Newberry Township Board of Supervisors
1915 Old Trail Road
Etters, PA 17319

Fairview Township Board of Supervisors
599 Lewisberry Road
New Cumberland PA 17070

Re: Approval Letter – Update Revision
Act 537 Planning
Regent Acres Mobile Home Park
APS ID No. 979127, AUTH ID No. 1248652
DEP CODE NO. A3-67945-411-3M, Newberry Township, York County
DEP CODE NO. A3-67919-467-3M, Fairview Township, York County

Dear Supervisors:

The Department of Environmental Protection (DEP) has reviewed the proposed Official Plan update revision consisting of the elimination of the Regent Acres Mobile Home Park private wastewater treatment plant and connection of the park's 131 EDU's or 12,000 gpd to the PA American Water's Fairview Township collection and conveyance system, and ultimately PA American Water's Fairview Township South Wastewater Treatment Plant. A proposed pump station and force main will be used to make the connection, and the mobile home park owner will privately own and maintain both. The proposed development is located at the end of Salem Road in Newberry and Fairview Townships, York County.

The plan revision is approved.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at http://ehb.courtapps.com or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions or concerns, please call Carrie Wilt at 717.771.4481 and refer to DEP Code No. A3-67945-411-3M or A3-67919-467-3M, Application No. 979127 and Authorization No. 1248652.

Sincerely,

Timothy K Wagner

for Maria D. Bebenek, P.E.
Program Manager

cc: Carl E. Dallmeyer, York Regent Acres, LP
Joshua C. George, Snyder, Secary & Associates, LLC
Scott L. Armbrust, PA American Water Company
York County Planning Commission

bcc: York District Office
Carrie Wilt (PDF)
SCRO File – Wagner

Carl E. Dallmeyer
York Regent Acres, LP
4775 North Sherman Street
Unit 1
Mt. Wolf, PA 17347

Joshua C. George
Snyder, Secary & Associates, LLC
227 West Market Street
Suite 104
York, PA 17401

Scott L. Armbrust
PA American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055-4436

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

3800-PM-BCW0410 5/2018
Notice of Termination

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF TERMINATION (NOT)
FOR PERMITS ISSUED UNDER CHAPTER 92A

GENERAL INFORMATION

Permittee Name: York Regent Acres, LP

Permit No.: PA0033774

Permittee Address: 4775 North Sherman Street

Permittee Phone: (717)266-6696

Permittee City, State, Zip: Mt. Wolf, PA 17347

Facility Name: Regent Acres Mobile Home Park

Facility Address: Salem Road

Municipality: Newberry Township

Facility City, State, Zip: Etters, PA 17319

County: York

Permit/Authorization Type: ☐ Individual Permit ☒ General Permit ☐ No Exposure Certification

Activity/Discharge Type: ☒ Sewage ☐ Industrial Waste (IW) ☐ IW Stormwater ☐ CAFO

☐ MS4 ☐ Pesticides ☐ Other:

Detailed Explanation for the Basis of the Termination Request:

Removal of existing wastewater treatment facility. WWTF has been replaced with a new sewage pumping station.

Check all boxes that apply:

☒ The permittee will not continue operating the activity for which NPDES permit coverage was required.

Date the permittee has ceased or is expected to cease discharging or operation: January 17, 2020

☐ The permittee will continue operating but in a manner that no longer requires NPDES permit coverage.

☒ A closure/decommissioning plan is attached to this NOT.

☒ There are no pending enforcement actions by DEP or other state or federal environmental agencies for the above-referenced permit.

CERTIFICATION

I certify under penalty of law and subject to the penalties of 18 Pa. C.S. Section 4904 (relating to unsworn falsification to authorities) that the information reported on this NOT is true and accurate. I understand that by submitting this NOT, I am no longer authorized to operate facilities or activities resulting in a discharge under the above-referenced permit, and that discharges of pollutants to waters of the Commonwealth is unlawful when not authorized by a permit. I also understand that the submission of the NOT does not release a permittee from liability for any violations of this permit or of the federal Clean Water Act, the Pennsylvania Clean Streams Law and the regulations promulgated thereunder, or from liability for any damages. I also certify that I have the authority under 25 Pa. Code § 92a.22 to sign NPDES documents that are submitted to the Department of Environmental Protection or I am a duly authorized representative of that person.

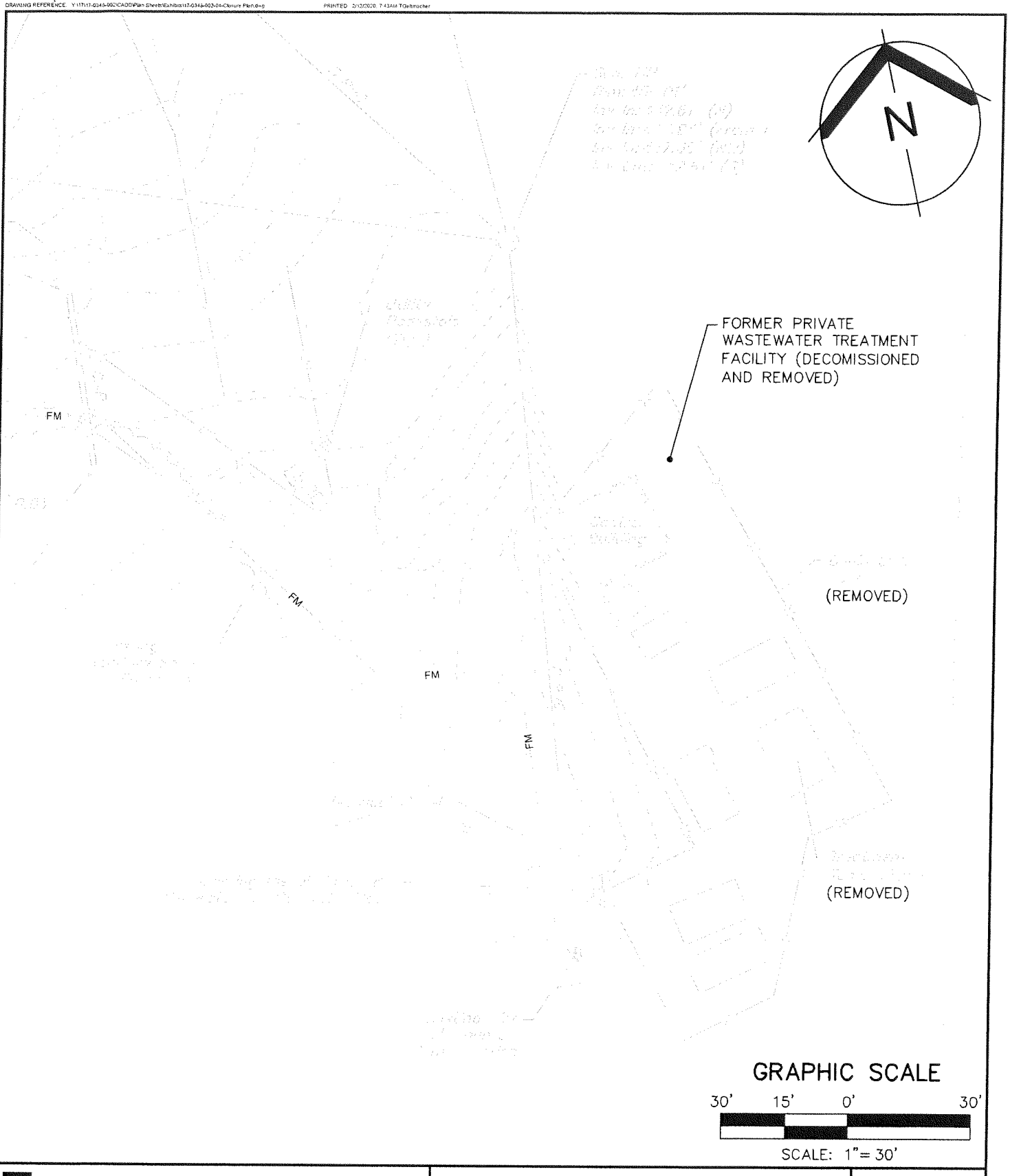
Carl E. Dallmeyer
Name (type or print legibly)

Authorized Representative
Official Title

Signature

2/17/20
Date Signed

DRAWING REFERENCE: Y:\17\17-0348-002\CADD\Plan Sheets\Exhibits\17-0348-002-04-Closure Plan.dwg PRINTED: 2/13/2020, 7:43AM TGeltmacher



Snyder • Secary & Associates, LLC
ENGINEERS • PLANNERS • DEVELOPMENT CONSULTANTS

HARRISBURG OFFICE
2000 LINGLESTOWN ROAD
SUITE 304
HARRISBURG, PA 17110
717.651.1010

YORK OFFICE
227 W. MARKET STREET
SUITE 104
YORK, PA 17401
717.781.2929

www.snydersecary.com

CLOSURE PLAN
FOR
REGENT ACRES MOBILE HOME PARK
FOR
YORK REGENT ACRES, LP
NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA

PROJECT NO.	17-0348-002
DATE:	2/10/20
SCALE:	1" = 30'
SHEET	1 of 1

Location of Former Wastewater Treatment Facility
Date of Photo: February 10, 2020

Location of Former Wastewater Treatment Facility
(New Pumping Station and Generator Shown in Background)
Date of Photo: February 10, 2020

EXHIBIT G

BALANCE SHEET OF PENNSYLVANIA-AMERICAN WATER COMPANY

(year ending December 2019)

Exhibit G

Pennsylvania-American Water Company
Balance Sheet
December 31, 2019
(Dollars in thousands)

		PA American Water 12 Months Ended December 31, 2019 (Audited)
Assets		
Cash and cash equivalents	$	3,182
Other current assets		119,899
Total property plant and equipment		4,952,640
Regulatory assets & other L/T Assets		213,835
Total Assets	$	5,289,556
Capitalization and liabilites		
Short Term Debt	$	114,384
Current Portion of Long-term Debt		6,343
Other current liabilities		175,181
Total Long-term Debt		1,664,778
Regulatory & Other Long Term Liabilities		1,092,611
Stockholder's equity		2,036,293
Contributions in aid of construction		199,966
Total Capitalization and liabilites	$	5,289,556

EXHIBIT H

STATEMENT OF INCOME OF PENNSYLVANIA-AMERICAN WATER COMPANY (year ending 2019)

Pennsylvania-American Water Company **Exhibit H**
Income Statement
for the 12 Months Ended December 31, 2019
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2019 (Audited)
Operating Revenues	$ 689,129
Operating Expenses	
Operation and Maintenance	223,279
Depreciation and Amortization	136,169
General Taxes and Other	(440)
Total Operating Expenses	359,008
Operating Income	330,121
Other Income/(Expenses)	
Other Income/(Expense), Net	6,238
Interest Expense, Net	(78,675)
Total Other Expenses	(72,437)
Income Before Income Taxes	257,684
Provision for Income Taxes	70,938
Net Income	$ 186,746

EXHIBIT I

PENNSYLVANIA-AMERICAN WATER COMPANY TARIFF

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff, unless otherwise noted on the territories served page, for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in the Residential, Commercial, Municipal and Industrial classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC's discretion)

All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).

A. Residential ***		
Service Charge per month:	$10.00	
Usage Charge per 100 gallons	$1.5132	
B. Commercial		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons	$1.1601	
C. Industrial		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons:	$1.1601	
D. Municipal		
Service Charge per month:	$25.00	
Usage Charge per 100 gallons:	$1.1601	
E. Special Rate Charges		
Bulk Metered Usage – Caln Twp., Valley Twp., V.A. Hospital and West Brandywine Twp.		(C)
Service Charge per month	$250.00	
Usage Charge per 100 gallons	$0.9639	
Mittal Steel and Victory Brewing Company		
Service Charge per month:	$250.00	
Usage Charge per 100 gallons:	$0.9300	

(C) means Change

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

UNMETERED CHARGES -This charge is a flat rate fee for customers not metered for water consumption.

A. Residential ***		
Flat rate per month, per EDU:	$64.93	**(I)**
B. Commercial		
Flat rate per month, per EDU:	$64.93	**(I)**
C. Special Rate Charges		(C)
Knouss Foods, flat rate per month:	$4,572.75	**(I)**
Strattanville Borough, flat rate per month	$3,403.40	**(I)**

(I) means Increase and **(C)** means Change

EXHIBIT J

ESTIMATED ANNUAL REVENUES AND EXPENSES OF PENNSYLVANIA-AMERICAN WATER COMPANY

Estimated Annual Revenue and Expense in Application Territory Wastewater

Line No.		1 Commercial Customer
1	**Estimated Annual Revenue**	
2		
3	Monthly Service Charge per EDU	$25.00
4	Number of EDUs	131
5	Monthly Service Charge	$3,275
6	Average Monthly Usage (100 Gallons)	5250.00
7	Usage Charge per 100 Gallons	1.1601
8	Usage Charge	$6,091
9	Negative TCJA Surcharge -7.68%	($719)
10	Monthly Total Revenue	$8,646
11	Annual Total Revenue (Ln. 10 x 12 months)	$103,755
12		
13	**Total Estimated Annual Revenue**	**$103,755**
14		
15	**Estimated Annual Expenses**	**$22,743**
16		
17	**Net Income (Ln. 13 - Ln. 15)**	**$81,012**

Exhibit J

EXHIBIT K

LETTERS FROM FAIRVIEW TOWNSHIP AND NEWBERRY TOWNSHIP APPROVING PROPOSED SERVICE TERRITORY

PENNSYLVANIA
AMERICAN WATER

July 29, 2020

VIA ELECTRONIC AND OVERNIGHT MAIL

Newberry Township
1915 Old Trail Road
Etters, PA 17319

Re: Pennsylvania -American Water Company and Regent Sewer Company Joint Application to provide Wastewater Service an Additional Portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania *Nunc Pro Tunc*

Pennsylvania-American Water Company (Pennsylvania American Water) and Regent Sewer Company (Regent) are submitting a Joint Application with the Pennsylvania Public Utility Commission (PUC) for the approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania. As part of the application process, the PUC requested Applicants to seek the Township's input for the purpose of determining if Pennsylvania American Water and Regent's application complies with the Township's land use planning. This Joint Application is for approval for extension of service territory which is currently being abandoned by Regent. Pennsylvania American Water is requesting to pick up this territory as well and serve these abandoned customers.

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 and/or zoning ordinances? Yes
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 717-550-1595 or e-mail jana.hurst@amwater.com

Sincerely,

Jana Hurst
Paralegal

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Newberry Township Signature _____

Printed Name/Title Zoning Officer Date 8-10-20

Please e-mail this form to: Jana Hurst at jana.hurst@amwater.com.

PENNSYLVANIA
AMERICAN WATER

July 29, 2020

VIA ELECTRONIC AND OVERNIGHT MAIL

Fairview Township
Fairview Township Municipal Building
599 Lewisberry Road
New Cumberland, PA 17070

Re: Pennsylvania -American Water Company and Regent Sewer Company Joint Application to provide Wastewater Service an Additional Portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania *Nunc Pro Tunc*

Pennsylvania-American Water Company (Pennsylvania American Water) and Regent Sewer Company (Regent) are submitting a Joint Application with the Pennsylvania Public Utility Commission (PUC) for the approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Newberry Township, York County, Pennsylvania and Fairview Township, York County, Pennsylvania. As part of the application process, the PUC requested Applicants to seek the Township's input for the purpose of determining if Pennsylvania American Water and Regent's application complies with the Township's land use planning. This Joint Application is for approval for extension of service territory which is currently being abandoned by Regent. Pennsylvania American Water is requesting to pick up this territory as well and serve these abandoned customers.

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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 and/or zoning ordinances? YES
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 717-550-1595 or e-mail jana.hurst@amwater.com

Sincerely,

Jana Hurst
Paralegal

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.
Fairview Township Signature _____
Printed Name/Title STEPHEN WALKER, CODES ADMIN DIRECTOR Date 9 SEP 2020

Please e-mail this form to: Jana Hurst at jana.hurst@amwater.com.

EXHIBIT L

LETTER FROM YORK COUNTY APPROVING PROPOSED PLAN FOR EXTENDED SERVICE TERRITORY

YORK COUNTY
YCPC
PLANNING COMMISSION

28 East Market Street | York, PA 17401-1580
Phone 717.771.9870 | Fax 717.771.9511

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Brian Brenneman
Secretary

Sean P. Kenny
Treasurer

Matthew Chronister

Kevin F. Clark

Thomas W. Earp

James J. Morris

Mike Pritchard

Felicia S. Dell
Director

Jeffrey L. Rehmeyer II
Solicitor

EQUAL OPPORTUNITY EMPLOYER

COUNTY PLAN USE LETTER

Date: August 10, 2020

To: Pennsylvania American Water Company
Attn: Dana Durst
Dana.Durst@amwater.com

From: York County Planning Commission

Re: PA American Water and Regent Sewer Company joint application for additional wastewater service area
PA Public Utility Commission
Portions of Fairview and Newberry Townships, York County, PA
YCPC File #165-20

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: 02/06/2019

☐ 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 additional sheets if necessary) Area reviewed as depicted on attached map.

Submitted by:

Name	Roy Livergood
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	
Date	August 10, 2020
cc:	Newberry and Fairview Township Board of Supervisors, File

EXHIBIT G

FAIRVIEW TOWNSHIP WASTEWATER ORDINANCE

Select Language ▼

Chapter 232. Sewers and Sewage Disposal

Article II. Sewer Connections

§ 232-8. Definitions.

Unless the context specifically and clearly indicates otherwise, the meanings of terms and phrases used in this article shall be as follows:

AUTHORITY
Fairview Township Authority, a municipality authority incorporated pursuant to the provisions of the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented, of the commonwealth.[1]

BUILDING SEWER
The extension from the sewage drainage system of any structure to the lateral of a sewer.

COMMONWEALTH
The Commonwealth of Pennsylvania.

IMPROVED PROPERTY
Any property within this Township upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage and/or industrial wastes shall be or may be discharged.

INDUSTRIAL ESTABLISHMENT
Any improved property located within this Township and used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, or any other improved property located in this Township from which wastes, in addition to or other than sanitary sewage, shall be discharged.

INDUSTRIAL WASTES
Any and all wastes discharged from any industrial establishment, other than sanitary sewage.

LATERAL
That part of the sewer system extending from a sewer to the curbline or, if there shall be no curbline, to the property line or, if no such lateral shall be provided, then "lateral" shall mean that portion of, or place in, a sewer which is provided for connection of any building sewer.

OWNER
Any person vested with ownership, legal or equitable, sole or partial, of any improved property.

PERSON
Any individual, partnership, company, association, society, trust, corporation, municipality, municipality authority or other group or entity.

SANITARY SEWAGE
Normal water-carried household and toilet wastes from any improved property.

SEWER

Any pipe or conduit constituting a part of the sewer system used or usable for sewage collection purposes.

SEWER SYSTEM

All facilities, as of any particular time, for collecting, pumping, transmitting, treating and disposing of sanitary sewage and/or industrial wastes, situate in or adjacent to this Township, and owned by the Authority.

STREET

Includes any street, road, lane, court, cul-de-sac, alley, public way or public square.

TOWNSHIP

The Township of Fairview, York County, Pennsylvania, a Township of the second class of the commonwealth, acting by and through its Board of Supervisors or, in appropriate cases, acting by and through its authorized representatives.

[1] *Editor's Note: See now Municipality Authorities Act, 53 Pa.C.S.A. § 5601 et seq.*

§ 232-9. Use of public sewers required.

A. The owner of any improved property adjoining or adjacent to or whose principal building is within 150 feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within 60 days after notice to such owner from this Township to make such connection, for purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time.
[Amended 1-6-2014 by Ord. No. 2014-1]

B. All sanitary sewage and industrial wastes from any improved property, after connection of such improved property with a sewer shall be required under Subsection **A** to be conducted into a sewer; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township from time to time.

C. No person shall place, shall deposit or shall permit to be placed or to be deposited upon public or private property within this Township any sanitary sewage or industrial wastes in violation Subsection **A**. No person shall discharge or shall permit to be discharged to any natural outlet within this Township any sanitary sewage or industrial wastes in violation of Subsection **B**, except where suitable treatment has been provided which is satisfactory to this Township.

D. No privy vault, cesspool, sinkhole, septic tank or similar receptacle shall be used or shall be maintained at any time upon any improved property which has been connected to a sewer or which shall be required under Subsection **A**, to be connected to a sewer. Every such privy vault, cesspool, sinkhole, septic tank or similar receptacle in existence shall be abandoned, cleansed and filled, at the expense of the owner of such improved property, under the direction and supervision of this Township; and any such privy vault, cesspool, sinkhole, septic tank or similar receptacle not so abandoned, cleansed and filled shall constitute a nuisance, and such nuisance may be abated, as provided by law, at the expense of the owner of such improved property.

E. No privy vault, cesspool, sinkhole, septic tank or similar receptacle at any time shall be connected with a sewer.

F. The notice by this Township to make a connection to a sewer, referred to in Subsection **A**, shall consist of a copy of this article, including any amendments or supplements at the time in effect, or a summary of each section hereof, and a written or printed document requiring the connection in accordance with the provisions of this article and specifying that such connection shall be made within 60 days after the date such notice is given or served. Such notice may be given or served at any time after a sewer is in place which can receive and can convey sanitary sewage and industrial

wastes for treatment and disposal from the particular improved property. Such notice shall be given or served upon the owner in accordance with law.

§ 232-10. Permit required; application; criteria; costs.

[Amended 4-13-1993 by Ord. No. 93-1]

A. No person shall uncover, shall connect with, shall make any opening into or shall use, shall alter or shall disturb, in any manner, any sewer or any part of the sewer system without first obtaining a permit, in writing, from this Township.

B. Application for a permit required under Subsection **A** shall be made by the owner of the improved property served or to be served or by the duly authorized agent of such owner.

C. No person shall make or shall cause to be made a connection of any improved property with a sewer until such person shall have fulfilled each of the following conditions:

(1) Such person shall have notified the Secretary of this Township of the desire and intention to connect such improved property to a sewer.

(2) Such person shall have applied for and shall have obtained a permit as required by Subsection **A**.

(3) Such person shall have given the Secretary of this Township at least 24 hours' notice of the time when such connection will be made so that this Township may supervise and inspect or may cause to be supervised and inspected the work of connection and necessary testing.

(4) If applicable, such person shall have furnished satisfactory evidence to the Secretary of this Township that any tapping or connection fee which may be charged and imposed by the Authority against the owner of each improved property who connects such improved property to a sewer has been paid.

(5) Such person shall have paid the Township an inspection fee, the amount of which shall be established from time to time by resolution of the Board of Supervisors.

D. Except as otherwise provided in this Subsection **D**, each improved property shall be connected separately and independently with a sewer through a building sewer. Grouping of more than one improved property on one building sewer shall not be permitted, except under special circumstances and for good sanitary reasons or other good cause shown, but then only after special permission of this Township, in writing, shall have been secured and only subject to such rules, regulations and conditions as may be prescribed by this Township.

E. All costs and expenses of construction of a building sewer and all costs and expenses of connection of a building sewer to a sewer shall be borne by the owner of the improved property to be connected; and such owner shall indemnify and shall save harmless this Township and the Authority from all loss or damage that may be occasioned, directly or indirectly, as a result of construction of a building sewer or of connection of a building sewer to a sewer.

F. A building sewer shall be connected to a sewer at the place designated by this Township or by the Authority and where, if applicable, the lateral is provided. The invert of a building sewer at the point of connection shall be at the same or a higher elevation than the invert of the sewer. A smooth, neat joint shall be made, and the connection of a building sewer to the lateral shall be made secure and watertight.

G. If the owner of any improved property located within this Township and accessible to and whose principal building is within 150 feet from the sewer system, after 60 days' notice from this Township, in accordance with § **232-9**, shall fail to connect such improved property, as required, this Township may enter upon such improved property and construct such connection and may collect from such owner the costs and expenses thereof in the manner permitted by law.

§ 232-11. Rules and regulations.

A. Where an improved property, at the time connection to a sewer is required, shall be served by its own sewage disposal system or sewage disposal device, the existing house sewer line shall be broken on the structure side of such sewage disposal system or sewage disposal device and attachment shall be made, with proper fittings, to continue such house sewer line as a building sewer.

B. No building sewer shall be covered until it has been inspected and approved by this Township. If any part of a building sewer is covered before so being inspected and approved, it shall be uncovered for inspection, at the cost and expense of the owner of the improved property to be connected to a sewer.

C. Every building sewer of any improved property shall be maintained in a sanitary and safe operating condition by the owner of such improved property.

D. Every excavation for a building sewer shall be guarded adequately with barricades and lights to protect all persons from damage and injury. Any street, sidewalk and other public property disturbed in the course of installation of a building sewer shall be restored, at the cost and expense of the owner of the improved property being connected, in a manner satisfactory to this Township.

E. If any person shall fail or shall refuse, upon receipt of a notice of this Township or the Authority, in writing, to remedy any unsatisfactory condition with respect to a building sewer, within 60 days of receipt of such notice, this Township or the Authority may refuse to permit such person to discharge sanitary sewage and industrial wastes into the sewer system until such unsatisfactory condition shall have been remedied to the satisfaction of this Township and the Authority.

F. This Township reserves the right to adopt, from time to time, additional rules and regulations as it shall deem necessary and proper relating to connections with a sewer and with the sewer system, which additional rules and regulations, to the extent appropriate, shall be and shall be construed as part of this article.

§ 232-12. Enforcement.

[Amended 4-26-1989 by Ord. No. 89-3; 5-14-1991 by Ord. No. 91-2; 8-13-1996 by Ord. No. 96-5]
Any person found to be in violation of this article shall pay a fine of not more than $1,000. The person specifically authorized by the Board of Supervisors of Fairview Township shall determine in each instance whether a violation has occurred under this article. Upon determination that a violation has occurred, the officer or other person designated by the Board of Supervisors shall impose a fine upon the violator and shall give the violator written notice by United States mail or in person of the violation and the imposition of the fine. If the violator fails to pay the fine within the time specified in the notice of violation, the authorized person may institute a civil enforcement proceeding on behalf of the Township, and any person found to be in violation shall pay the fine as set forth above plus all court costs and reasonable attorney's fees incurred by the Township in the civil enforcement proceeding. Each day that a violation of this article continues shall constitute a separate offense.

EXHIBIT H

SEWER MAIN EXTENSION AGREEMENT (DRAFT)

SEWER MAIN EXTENSION AGREEMENT

SIENNA
WO #_____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive Mechanicsburg, Pennsylvania, 17055 ("PAWC") and Sienna Fee Simple, LLC with offices at 1454 Baltimore Street, Suit A Hanover, Pennsylvania 17331I("Developer").

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a residential subdivision containing six hundred and fifty-five (655) units developed by Developer known as Sienna, in Fairview Township, York County, Pennsylvania ("Development") which property is identified on the plans as described in Exhibit "A" ("Premises");

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit "A"**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.

2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of XXXXX as indicated in the estimate attached hereto as **Exhibit "B**". This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities for the Premises referenced above. Upon completion of the Sewer Facilities and acceptance of the same by PAWC, any unused portion of the payment will be released to the Developer. If

the estimated payment was insufficient to cover all costs incurred by PAWC, the Developer will promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.

4. Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.

5. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC.

6. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the Development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.

7. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.

8. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.

10. Developer hereby agrees to hold and save PAWC harmless from and against any and all

damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.

11. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.

12. Developer agrees that it will not request commencement of wastewater service pursuant to PAWC's then-effective wastewater tariff to the Development prior to the completion of the Sewer Facilities and acceptance thereof by PAWC. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Developer in accordance with its then-effective tariff rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations .

13. Any difference between the actual cost of installing the Sewer Facilities and the estimate furnished by the Developer for the installation of the Sewer Facilities described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

14. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facillities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.

15. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developers payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.

16. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.

17. In consideration of PAWC's commitment to provide sewer service to the Development and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the one year warranty provisions of the Agreement.

18. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said one year warranty period, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.

19. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:

(i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.

(ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars ($10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than $10,000,000.00 Combined Total Limit of Liability.

(iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of $1,000,000, in connection with the work contemplated by this Agreement.

20. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

21. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.

22. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.

23. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.

24. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.

25. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.

26. The failure of either party to enforce any of the provisions of this Agreement or the waiver

thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duty executed and delivered as of the date first above written.

WITNESS:

_____

PENNSYLVANIA-AMERICAN WATER COMPANY
Fairview Wastewater District

By: _____
Name:_____
Title: _____

WITNESS:

_____

DEVELOPER
By: Sienna Fee Simple, LLC

By: _____
Name: _____
Title: _____

SUMMARY OF EXHIBITS

SIENNA

WO # _____

Exhibit	Description
A	Subdivision / Construction Plans
B	Summary of Cost
C	Deed of Easement and Right of Way

SIENNA

DRAWING LIST

WO # _____

The sewer main extension drawings referred to as Exhibit "A" in the agreement were prepared by:

Company Name
ALPHA Consulting Engineers, Inc.

Company Address
115 Limekiln Road
P.O. Box G
New Cumberland, PA 17070

Phone and Fax
(T) 717-770-2500
(F) 717-770-2400

The drawing information is as follows:

Plan Date: _____

Latest Revision: _____

Total Number of Sheets: _____

Project Number: _____

ATTACHED TO THIS EXHIBIT, COPY OF THE SUBDIVISION PLAN PLUS UTLITY PLANS AND DETAILS OF THE SEWER FACILITIES.

EXHIBIT A

SIENNA

SUMMARY OF COST
WO#_____

The following estimate is to be incorporated into the Sewer Main Extension Agreement for this project. The basis for the costs is from a cost proposal submitted by the Developer, which was received from his Contractor and is attached hereto. The Developer will submit a signed Contract with the Contractor to PAWC when available. The costs represent on site and off site work.

Estimated Construction Cost for Sewer Main	$ _____
Estimated PAWC Inspection, Administration, Engineering, Legal and As-Built Survey, per Paragraph 2	$_____
Total	$ _____

The above costs do not represent the costs associated with capacity fees or inspection fees. These costs will be determined at the time of application for service and will be based on the PAWC schedule of rates and charges in effect at that time. The following is a summary of charges in effect as of the date shown above. Depending on the location of the development, additional charges or fees may apply.

Connection Charges per Residence:

PAWC Capacity Reservation Fees	$	In accordance with tariff
PAWC Connection Fee	$	50.00

EXHIBIT B

DEED OF EASEMENT AND RIGHT OF WAY
(AND CONSENT OF MORTGAGEE, if applicable)

DRAFT

THIS INDENTURE, made this _____ day of _____, 20_____, by and between Sienna Fee Simple, LLC hereinafter referred to as the **"GRANTOR"** and Pennsylvania-American Water, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 4 Wellington Blvd, Wyomissing, Pennsylvania, hereinafter referred to as the **"GRANTEE".**

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of one Dollars ($1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in Township of Fairview in YorkCounty, Pennsylvania; said right of way to be described as follows:

or as shown on the sketch attached hereto and made a part hereof, if applicable (the "Premises"), for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections for the collection, disposal and treatment of wastewater.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the Premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipe lines and appurtenances, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the Premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's wastewater pipelines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said wastewater mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All wastewater pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the wastewater pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be

obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Hempt Real Estate Holdings, LLC by deed dated, _____ and recorded in the Office of the Recorder of Deeds of _____ County in Deed Book 2775, Page 6005 on the 13th day of April, 2023.

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except

_____ I(If none, state “No Exceptions.”) (If mortgages exist, have attached Consent and Agreement of Mortgagee executed.)

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS: GRANTOR

By _____ By: Sienna Fee Simple, LLC
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST: GRANTEE
PENNSYLVANIA-AMERICAN WATER

By _____ By_____

Manager

PIN/MAP # (if applicable) _____

* *

(ACKNOWLEDGMENT FOR INDIVIDUAL - GRANTOR

* *

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____day of_____, 20___, before me, a Notary Public, personally appeared, known to me (or satisfactory proven)) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

_____

My Commission expires:_____

* *

(ACKNOWLEDGMENT FOR CORPORATE - GRANTOR

* *

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____day of_____, 20____, before me, a Notary Public, personally appeared, as_____ of the GRANTOR, known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

_____

My Commission expires:_____

* *

(**ACKNOWLEDGMENT FOR PENNSYLVANIA-AMERICAN WATER COMPANY)**

* *

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20___, before me, a Notary Public, personally appeared, _____, known to me as _____ of
Michael Salvo
PENNSYLVANIA- AMERICAN WATER COMPANY, a corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public _____

My Commission expires:_____

CONSENT AND AGREEMENT OF MORTGAGEE (Para. 3 above, if applicable)

The undersigned, _____

_____Mortgagee under a mortgage dated _____, recorded in the office of the _____of _____ County, in Book _____, Page _____, et seq., (hereinafter referred to as the "Mortgagee") hereby joins in this Easement and Right of Way for the express purpose of subjecting to the operation and effect of this Easement and Right of Way all of its right, title and interest under the Mortgage and in and to the real property described in this Easement and Right of Way.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Easement and Right of Way as "Grantor" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver by Mortgagee of any of its rights under the Mortgage as against the Mortgagor, and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the provisions of the Mortgage shall remain in full force and effect and must be complied with by the Mortgagor.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or causes it to be executed on its behalf by its duly authorized representatives, this _____ Day of_____,

ATTEST:

By_____

MORTGAGEE:

By: _____
Name: _____
Title: _____

* *

(ACKNOWLEDGMENT OF MORTGAGEE)

* *

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20___, before me, a Notary Public, personally appeared,

_____ as

of the MORTGAGEE _____a, corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public _____

My Commission expires: _____

EXHIBIT C

EXHIBIT I

BREAKDOWN OF EXPENSES FOR SERVICE TERRITORY EXTENSION

KINSLEY CONSTRUCTION

1110 East Princess Street
York, PA 17403
kinsleyconstruction.com
(717) 741-3841

July 24, 2024

EXHIBIT I

Burkentine & Sons Builders, Inc.
1454 Baltimore Street, Suite A
Hanover, PA 17331

ATTN: Scott Feltch

RE: Sienna – Phase 1 PA American Sewer Agreement cost summary.

Kinsley Construction LLC is pleased to submit a cost summary for the PA American sewer agreement with Burkentine for PH1 of the Sienna project.

Cost Summary

8" Sanitary Sewer - SDR-35 and SDR-26 – 10,000 LF.....$681,792.00

48" Sanitary Sewer Manholes – 74 EA.....$418,013.00

6" Force Main - SDR-21 – 2,170 LF.....$96,766.00

6" Sanitary Sewer service laterals – SDR-35 and SDR-26 – 133 EA.....$226,213.00

Pump Station.....$1,120,200.00

Total.....$2,542,984.00

Sincerely,

Jason Seitz
Site Project Manager
Kinsley Construction LLC

Cell: 717-542-4259
Email: jseitz@kinsleyconstruction.com

EXHIBIT J

PAWC BALANCE SHEET ENDING DECEMBER 31, 2023

EXHIBIT J

Pennsylvania-American Water Company
Balance Sheet
December 31, 2023
(Dollars in thousands)

	PA American Water December 31, 2023 (Audited)
Assets	
Cash and cash equivalents	$ 2,778
Other current assets	405,814
Total property plant and equipment	6,634,647
Regulatory assets & other L/T Assets	306,252
Total Assets	$ 7,349,491
Capitalization and liabilites	
Short Term Debt	$ -
Current Portion of Long-term Debt	71,205
Other current liabilities	280,013
Total Long-term Debt	2,277,660
Regulatory & Other Long Term Liabilities	1,261,069
Stockholder's equity	3,223,481
Contributions in aid of construction	236,063
Total Capitalization and liabilites	$ 7,349,491

EXHIBIT K

PAWC INCOME STATEMENT ENDING DECEMBER 31, 2023

Pennsylvania-American Water Company **EXHIBIT K**
Income Statement
for the 12 Months Ended December 31, 2023
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2023 (Audited)
Operating Revenues	$ 965,232
Operating Expenses	
Operation and Maintenance	286,743
Depreciation and Amortization	195,951
General Taxes and Other	17,297
Total Operating Expenses	499,991
Operating Income	465,241
Other Income/(Expenses)	
Other Income/(Expense), Net	16,136
Interest Expense, Net	(80,976)
Total Other Expenses	(64,840)
Income Before Income Taxes	400,401
Provision for Income Taxes	100,372
Net Income	$ 300,029

EXHIBIT L

PAWC TARIFF FOR PROPOSED SERVICE TERRITORY

EXHIBIT L

PENNSYLVANIA-AMERICAN WATER COMPANYS
Wastewater Division
(hereinafter referred to as the "Company")
D/B/A
Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,

CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY, LACKAWANNA

COUNTY, LUZERNE COUNTY, MCKEAN COUNTY, MONROE COUNTY,

MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY, PIKE COUNTY,

WASHINGTON COUNTY AND YORK COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: July 30, 2024

Effective: August 7, 2024

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

https://www.amwater.com/paaw/

NOTICE

This tariff proposes increases in rates and changes in rules and regulations of service. (Refer to pages 2, 3, 4, 5, 6, 7, 8, 9, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 12, 12.1, 13, 14, 14.1, 14.2, 14.3, 14.4, 15, 15.1, 16, 17, 18.1, 19, 21, 22, 22.5, 25, 26, 41, 58, 62, 65, 67, 70, 79, 81, 82, 83, 84, and 88.)

LIST OF CHANGES

Increases/Decreases

This tariff provides for uniform rates by customer class for Rate Zone 1(SSS), Rate Zone 1a (Royersford), Rate Zone 1b (York), Rate Zone 1c (Foster), Rate Zone 2 (CSS) and Rate Zone 2a (Scranton) wastewater sales customers.
This tariff provides for an additional tier in the low-income customer discount.
The low income discounts have been increased for Tiers 1 through 3.
The State Tax Adjustment Surcharge will be increased to zero.
The Distribution System Improvement Charge will be reduced to zero.

Changes

Pages 8 and 9 – Territories served are updated for changes in Rate Zones.
Page 11.1 – Rate Zone 1 has been changed to Rate Zone 1 – Sanitary Sewer System ("SSS").
Page 11.3 – Rate Zone 2 (New Cumberland) has been rolled into Rate Zone 1. Rate Zone 9 (Royersford) has been changed to Rate Zone 1a (Royersford).
Page 11.4 – Rate Zone 7 (York) has been changed to Rate Zone 1b (York). Special rates charges are included.
Page 11.5 – Rate Zone 8 (Foster) has been changed to Rate Zone 1c (Foster).
Page 11.6 – Rate Zone 5 (Valley) has been rolled into Rate Zone 1. Page 11.6 has been reserved for future use.
Pages 11.8, 11.9, 11.10 and 11.11 are being held for future use.
Page 12 –Rate Zone 4 (Kane) and Rate Zone 6 (McKeesport) have been combined into Rate Zone 2 (CSS). Misc. Fees and Charges have been moved to page 14.
Page 12.1 – Rate Zone 3 (Scranton) has been changed to Rate Zone 2a CSS (Scranton).
Page 13 is being held for future use.
Pages 14 through 14.4– Miscellaneous Fees and Charges moved from pages 12, 13, 14, 15, and 15.1. Page 14.3 rolls in McKeesport to all other fees. Page 14.4 decreases the sludge discharge fee per gallon from 12% to 10%.
Pages 15 and 15.1 are being held for future use
Page 16 – Low income discounts have been increased and modified to add additional Tier.
Pages 19 is being held for future use.
Pages 21 and 22.5 – Definition of Combined Sewer and Sanity Sewer to reflect acronyms.
Page 22 – Definition of Equivalent Dwelling Units has been changed.
Page 25 – Modify Section C – Applications for Service.
Page 26 – Modify rules and regulations regarding applications for service.
Page 41 – Modify rules and regulations for Main Extensions for Bona Fide Service Applicants.
Page 58 – Modify rules and regulations for General Sewer Use Requirements.
Pages 62, 67, and 70 – Corrections to headings and subpart lettering and numbers.
Page 65 – Modify Section T - Wastewater Control and Industrial Pretreatment Regulations Rule 2.13 Grease Traps.

LIST OF CHANGES

Changes cont'd

Page 67 – Modify Section T - Wastewater Control and Industrial Pretreatment Regulations Rule 3.7 Additional Pretreatment Measures.
Page 79 – Modify Section T - Wastewater Control and Industrial Pretreatment Regulations Rule 6.8 Notice of Violation/Repeat Sampling and Reporting.
Page 81 – Modify Section T - Wastewater Control and Industrial Pretreatment Regulations Rule 6.13 Certification Statements.
Page 82 – Modify Section T - Wastewater Control and Industrial Pretreatment Regulations Rule 7 General Fees and Charges.
Pages 83 and 84 - Modify Section T- Wastewater Control and Industrial Pretreatment Regulations Rule 7.2 Specific Fees.
Page 88 - Modify Section U - Industrial Pretreatment Program – Pollutant Removal Costs Section 1 Coatesville District BOD5 Removal Cost.

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List of Changes	2	Forty-third Revised Page	**(C)**
List of Changes (cont'd)	3	Third Revised Page	**(C)**
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List of Territories Served	8	Nineteenth Revised Page	**(C)**
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Schedule of Rates			
Rate Zone 1 – SSS Metered and Unmetered	11.1	Ninth Revised Page	**(I)(C)(D)**
Rate Zone 1 – SSS Metered and Unmetered	11.2	Eighth Revised Page	**(I)(C)**
Rate Zone 1a – Metered and Unmetered (Royersford)	11.3	Seventh Revised Page	**(I)(C)(D)**
Rate Zone 1b – Metered (York)	11.4	Sixth Revised Page	**(I)(C)(D)**
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Rate Zone 2a – CSS Metered and Unmetered (Scranton)	12.1	First Revised Page	**(I)(C)**
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Low-Income Rider – All Rate Zones – Residential	16	Seventh Revised Page	**(C)(D)**
State Tax Adjustment Surcharge (STAS)	17	Third Revised Page	**(I)**

(C) means Change, **(I)** means Increase and **(D)** means Decrease

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(C) means Change and (D) means Decrease

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(C) means Change

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(C) means Change and **(I)** means Increase

TERRITORIES SERVED
(By State Region and Company Wastewater System District)
(All territories are subject to Rate Zone 1 unless otherwise noted)

Central Pennsylvania

Fairview District
York County. Portions of Fairview and Newberry Townships.

Foster District – Rate Zone 1c **(C)**
Luzerne County. Portions of Foster Township (and related points of bulk service interconnection).

Franklin District
Adams County. Portions of the Townships of Franklin, Hamiltonban and Highland.

McEwensville District
Northumberland County. McEwensville Borough.

New Cumberland District [language deleted] **(C)**
Cumberland County. The Borough of New Cumberland.

Turbotville District
Northumberland County. Portions of The Borough of Turbotville.

York District – Rate Zone 1b **(C)**
York County. The City of York and portions of West Manchester Township; and related points of bulk service interconnection. Portions of Manchester Township, West Manchester Township, and Spring Garden Township, limited to the administration of the Industrial Pretreatment Program.

Northeastern Pennsylvania

Northeast District – Lehman Pike, Blue Mountain Lakes, Clean Treatment, and Delaware
Monroe County. Portions of the Townships of Middle Smithfield, Smithfield and Stroud.
Pike County. Portions of Delaware and Lehman Townships.

Pocono District
Monroe County. A portion of Coolbaugh Township.

Scranton Sewer District – Rate Zone 2a **(C)**
Lackawanna County. The City of Scranton and the Borough of Dunmore.

TERRITORIES SERVED (CONT'D)
(By State Region and Company Wastewater System District)
(All territories are subject to Rate Zone 1 unless otherwise noted)

Southeastern Pennsylvania

Coatesville District
Chester County. The City of Coatesville, the Borough of Parkesburg and portions of the Borough of South Coatesville and portions of the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley **[language deleted]**, **(C)**
West Caln and West Sadsbury.

Exeter Sewer District
Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

Royersford District – Rate Zone 1a **(C)**
Montgomery County. Royersford Borough and portions of Upper Providence Township.

Upper Pottsgrove District
Montgomery County. Portions of Upper Pottsgrove Township.
Berks County. A portion of Douglass Township.

Western Pennsylvania

Clarion District
Clarion County. Clarion Borough and portions of the Townships of Clarion and Monroe.

Claysville District
Washington County. Claysville Borough and portions of the Townships of Donegal.

Kane District – Rate Zone 2 **(C)**
McKean County. Kane Borough and portions of Wetmore Township.

Koppel District
Beaver County. Koppel Borough.

McKeesport District – Rate Zone 2 **(C)**
Allegheny County. The City of McKeesport, the City of Duquesne, Port Vue Borough, the Borough of Dravosburg, and a portion of West Mifflin Borough (and related points of bulk service interconnection).

Paint-Elk District
Clarion County. Shippenville Borough and portions of the Townships of Elk and Paint.

THIS PAGE RESERVED FOR FUTURE USE

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1 – SANITARY SEWER SYSTEM ("SSS") METERED AND UNMETERED (C)

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff, unless otherwise noted on the territories served page, for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in the Residential, Commercial, Municipal and Industrial classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC's discretion)

All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).

A. Residential		
Service Charge per month:	$15.00	(I)
Usage Charge per 100 gallons:	$2.9539	(I)
B. Commercial		
Service Charge per month:	$36.70	(I)
Usage Charge per 100 gallons:	$2.1986	(I)
C. Industrial		
Service Charge per month:	$36.70	(I)
Usage Charge per 100 gallons:	$2.1986	(I)
D. Municipal		
Service Charge per month:	$36.70	(I)
Usage Charge per 100 gallons:	$2.1986	(I)
E. Special Rate Charges		
Bulk Metered Usage – Caln Twp., V.A. Hospital and West Brandywine Twp.		
Service Charge per month:	$456.50	(I)
Usage Charge per 100 gallons:	$1.4900	(I)
Cleveland-Cliffs Plate and Victory Brewing Company		
Service Charge per month:	$456.50	
Usage Charge per 100 gallons:	$1.4800	(I)
Borough of Saint Lawrence		
Service Charge per month:	$456.50	(I)/ (C)
Usage Charge per 100 gallons:	$0.4120	(I)

Township of Alsace – The bulk metered charge will be based on PUC approved rates for the direct customers of the Exeter sewer district shown above.

(I) means Increase and (C) means Change

SCHEDULE OF RATES

RATE ZONE 1 – SANITARY SEWER SYSTEM ("SSS") METERED AND UNMETERED (C)

METERED CHARGES (cont'd)

Metered rates are available to customers in the Upper Pottsgrove Sewer service territory, served under this tariff in Rate Zone 1, that request metered rates and are 1) metered commercial, industrial, or multiple EDU in a single structure, 2) have an existing EDU allocation and 3) currently discharge to the collection system.

Special rate for Upper Pottsgrove customers who elect the metered option: (C)

[language deleted] (C)

Service charge per month, per EDU:	$36.70	**(D)(C)**
Usage Charge per 100 gallons:	$2.1986	**(I)(C)**

Special Rate for Rainbow Washhouse, Inc.

Service charge per month	$75.00	**(I)**
Usage Charge per 100 gallons:	$0.2226	**(I)**

UNMETERED CHARGES -This charge is a flat rate fee for customers not metered for water consumption.

A. Flat rate per month, per EDU:		(C)
Residential	$110.00	**(I)**
Commercial	$150.00	**(I)/(C)**

B. Special Rate Charges

Knouse Foods, flat rate per month:	$8,683.00	**(I)**
Strattanville Borough, flat rate per month:	$6,426.00	**(I)**
Penn State Special Metals, flat rate per month:	$2,988.00	**(I)**
PSC Metals, flat rate per month:	$1,156.00	**(I)**
Ipsco Koppel Tubilers, flat rate per month:	$17,948.00	**(I)**

SCHEDULE OF RATES

RATE ZONE 1a – METERED AND UNMETERED

APPLICABILITY

The rates as set forth below will apply in the Royersford service territory (former territory served by the Borough of Royersford) served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC's discretion)

All metered customers shall be subject to a minimum charge per meter.

Residential			**(C)**
Service Charge per month:	$15.00	**(D)**	
Usage Charge per 100 gallons	$1.4150	**(I)**	
Non-Residential			**(C)**
Service Charge per month:	$36.70	**(D)**	
Usage Charge per 100 gallons	$0.7500	**(I)**	

Special Provision for Public Laundromats: metered flow shall be calculated on the basis of 75% of the volume of water usage.

UNMETERED CHARGES

This charge is a flat rate fee for customers not metered for water consumption.

Residential		
Flat Rate per Month, per EDU:	$75.00	**(I)**
Non-Residential		
Flat Rate per Month, per EDU:	$113.00	**(I)**

Special Provision for Aqua Pennsylvania Wastewater customers in Limerick Township: the metered and unmetered rates above apply for "each user" in Limerick Township.

SCHEDULE OF RATES

RATE ZONE 1b – METERED

APPLICABILITY

The rates as set forth below will apply in the York service territory (former territory served by the York City Sewer Authority) served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC's discretion, except as described below for industrial wastes.)

		Effective 5/27/2022	Effective 5/27/2025	
A. Residential				
Minimum Charge per month		$18.00	$15.00	**(D)**
Usage Charge per 100 gallons	0-2,000 gallons per month	$0.00	$0.7500	**(I)**
Usage Charge per 100 gallons	All over 2,000 gallons/month	$0.9370	$2.9539	**(I)**
B. Commercial/Municipal				
Minimum Charge per month		$18.00	$36.70	**(I)**
Usage Charge per 100 gallons	0-2,000 gallons per month	$0.00	$0.4000	**(I)**
Usage Charge per 100 gallons	All over 2,000 gallons/month	$0.9370	$2.1986	**(I)**
C. Industrial				
Usage Charge per 100 gallons		$0.9370	$2.1986	**(I)**

Whenever a customer with metered water usage who discharges industrial waste to the sewer system also discharges uncontaminated water to either a separate storm sewer or other outlet, an allowance for the amount of water so discharged shall be made in computing the sewer charges; provided that the customer so discharging uncontaminated water shall at their own expense install a meter or meters, as required, to indicate accurately to the satisfaction of the Company the amount of water claimed as a credit.

D. **Special Rate Charges** **(C)**

The following bulk wastewater customers in Rate Zone 1b are subject to the rates set forth in their respective contracts with the Company:

Manchester Borough

North York Borough

Spring Garden Township

Springettsbury Township

West Manchester Township

West York Borough/The York Water Company

York Township

SCHEDULE OF RATES

RATE ZONE 1c – UNMETERED (C)

APPLICABILITY

The rates as set forth below will apply in the Foster Township Sewer service territory served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all rate classes.

UNMETERED CHARGES

This charge is a flat fee for customers not metered for water consumption.

A Flat Rate per month shall be billed to each unmetered customer as follows:

	Effective Through 12/31/2024	Effective 1/01/2025	
Residential:	$85.00 per EDU	$110.00 per EDU	(I)(C)
Non-Residential:	$85.00 per EDU	$150.00 per EDU	(I)(C)

Special conveyance-only rate for Butler Township: **$40** per EDU per month (I)

EXHIBIT M

REVENUES AND EXPENSES FOR PROPOSED SERVICE TERRITORY

Estimated Annual Revenue and Expense
in Application Territory
Wastewater

Line No.		Phase 1 356 Residential Customers	Phase 2 299 Residential Customers	Total Phase 1 & 2 655 Residential Customers
1	**Annual Revenue**			
2	Average Monthly Usage (100 Gallons)	11,395.56	9,570.99	20,966.55
3	Monthly Service Charge	$5,340.00	$4,485.00	$9,825.00
4	Usage Charge per 100 Gallons	$2.9539	$2.9539	$2.9539
5	Usage Charge	$33,661.34	$28,271.75	$61,933.09
6	Monthly Total Revenue	$39,001.34	$32,756.75	$71,758.09
7	Annual Residential Revenue per Customer (Ln. 6 x 12 months)	$468,016.08	$393,081.00	$861,097.08
8				
9	**Total Estimated Annual Revenues**	**$468,016.08**	**$393,081.00**	**$861,097.08**
10				
11	**Estimated Annual Expenses**			
12				
13	Estimated Annual Expenses (655 customers)	$94,352.04	$79,245.13	$173,597.17
14				
15	**Net Income (Ln. 9 - Ln. 13)**			**$687,499.91**

Exhibit M

EXHIBIT N

LETTER FROM FAIRVIEW TOWNSHIP PLANNING COMMISSION

Exhibit N

PENNSYLVANIA
AMERICAN WATER

July 30, 2024

VIA OVERNIGHT MAIL

Fairview Township Planning Commission
599 Lewisberry Road
New Cumberland, PA 17070

Re: Pennsylvania -American Water Company application to provide sewer service in an additional portion of Fairview Township

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to approve the right to offer, render, furnish or supply sewer service to the public in an additional portion of Fairview Township, York County, Pennsylvania.

As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application 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 and/or zoning ordinances? YES
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 717-550-1608 or e-mail Stephen.DeFriece@amwater.com

Sincerely,

Stephen DeFriece
Project Manager

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Fairview Township Signature _____

Printed Name/Title STEPHEN WALLER / CODES ADMIN DIRECTOR Date 1 AUG 24

Please e-mail this form to: Jana Hurst at jana.hurst@amwater.com.

Exhibit N

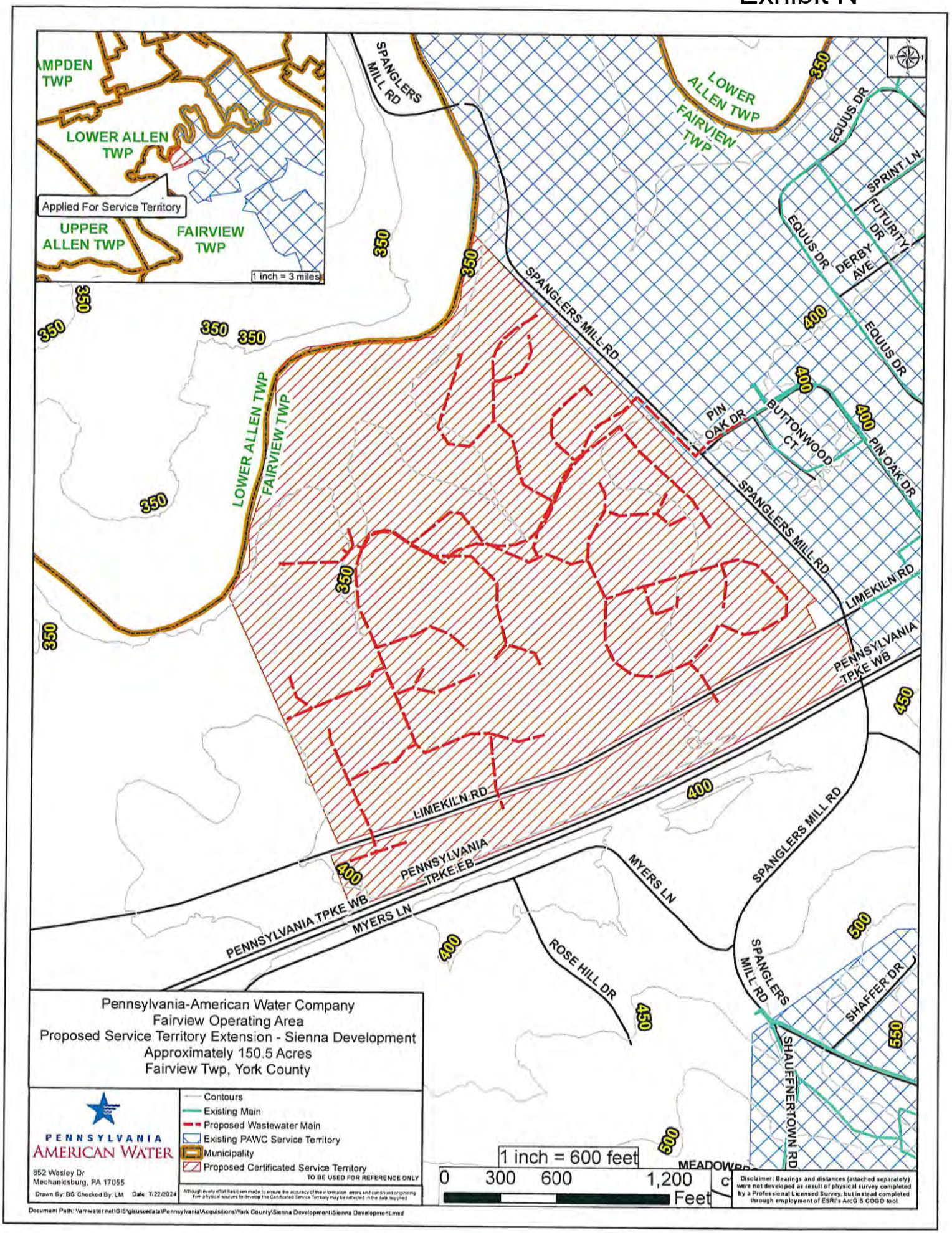

AMPDEN TWP
LOWER ALLEN TWP
UPPER ALLEN TWP
FAIRVIEW TWP
Applied For Service Territory
1 inch = 3 miles
SPANGLERS MILL RD
LOWER ALLEN TWP
FAIRVIEW TWP
EQUUS DR
SPRINT LN
FUTURITY DR
DERBY AVE
SPANGLERS MILL RD
PIN OAK DR
BUTTONWOOD CT
LIMEKILN RD
PENNSYLVANIA TPKE WB
PENNSYLVANIA TPKE EB
MYERS LN
ROSE HILL DR
SHAFFER DR
SHAUFFNERTOWN RD
MEADOWBR
350
400
450
500
550
Pennsylvania-American Water Company
Fairview Operating Area
Proposed Service Territory Extension - Sienna Development
Approximately 150.5 Acres
Fairview Twp, York County
Contours
Existing Main
Proposed Wastewater Main
Existing PAWC Service Territory
Municipality
Proposed Certificated Service Territory
TO BE USED FOR REFERENCE ONLY
PENNSYLVANIA AMERICAN WATER
852 Wesley Dr
Mechanicsburg, PA 17055
Drawn By: BG Checked By: LM Date: 7/22/2024
1 inch = 600 feet
0 300 600 1,200
Feet
Disclaimer: Bearings and distances (attached separately) were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.
Document Path: \\amwater.net\GIS\gisuserdata\Pennsylvania\Acquisitions\York County\Sienna Development\Sienna Development.mxd

EXHIBIT O

LETTER FROM YORK COUNTY PLANNING COMMISSION

EXHIBIT O

YORK COUNTY
YCPC
PLANNING
COMMISSION

28 East Market Street York, PA 17401-1580
Phone 717.771.9870 Fax 717.771.9511

Mary E. Coble
Chairman

Sean P. Kenny
Vice Chairman

Matthew Chronister
Secretary

James J. Morris
Treasurer

Brian Brenneman

Thomas W. Earp

David Gonzalez

Walter A. Kuhl

Bruce Miller

Felicia S. Dell
Director

Jeffrey L.
Rehmeyer II
Solicitor

EQUAL
OPPORTUNITY
EMPLOYER

COUNTY LAND USE LETTER

Date: August 2, 2024

To: Pennsylvania American Water
Attn: Jana Hurst

From: York County Planning Commission

Re: Water Service Territory Extension
Sienna Development, Fairview Twp., York County, PA
YCPC File # 188-24

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: 9/1/2021

☐ 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:

Submitted by:

Name	Roy O. Livergood, Jr.
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	Roy O. Livergood
Date	August 2, 2024
cc:	File

VERIFICATION

I, STEPHEN A. DEFRIECE, hereby state that the facts above set forth in the attached Application above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

Stephen A. DeFriece, Project Manager
Pennsylvania-American Water Company

Dated: August 16, 2024

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
HARRISBURG, PA 17120

Public Meeting held December 19, 2024

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Application of Pennsylvania-American Water Company - Wastewater Division for approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania	Docket No. A-2024-3050785

ORDER

BY THE COMMISSION:

By the application (Application) filed with the Pennsylvania Public Utility Commission (Commission) on August 16, 2024, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), Utility Code 230073, seeks a certificate of public convenience pursuant to Section 1102(a)(1)(i) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), evidencing Commission approval of PAWC-WD's right to offer, render, furnish or supply wastewater service to the public in an additional portion of Fairview Township, York County, Pennsylvania.

I. AFFECTED ENTITIES AND BACKGROUND

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania with a mailing address of 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055. As of June 30, 2024, PAWC-WD provided wastewater service to approximately 98,047 customers throughout Pennsylvania, including portions of Fairview Township, York County. PAWC-WD is a

division of Pennsylvania-American Water Company (PAWC), Utility Code 212285. PAWC provides water service throughout the Commonwealth and is a wholly owned subsidiary of American Water Works Company, Inc.

In the Application, PAWC-WD identified Sienna Fee Simple, LLC as the developer (Developer) requesting that PAWC-WD provide wastewater service to a proposed residential development in Fairview Township, York County (Sienna Development). A copy of the Developer's letter to PAWC-WD requesting wastewater service was provided in the Application as Exhibit E. The Sienna Development will include 655 single-family and single-family-attached residential units and a commercial community center. The Sienna Development will be constructed in two phases, with 356 units and the community center constructed in the first phase (Phase 1) and 299 units constructed in the second phase (Phase 2).

PAWC-WD also identified five properties to the south of the Sienna Development, two commercial and three residential, that may be required to connect to the Sienna Development collection system, subject to Fairview Township's mandatory use of public sewer ordinance.[1] Additionally, two properties to the north of the Sienna Development (Parcel ID Nos. 27-000-RE-0029.00-00000 and 27-000-RE-0029.E0-00000) will connect to the Sienna Development collection system through a proposed privately owned force main and utility easement negotiated with the Developer, as discussed in Sections III and VI of this Order. Together, the five properties to the south and the two properties to the north will be referred to as the Outside Development Properties.

PAWC-WD stated in the Application that water service to the requested service territory will be provided by PAWC.[2] In supplemental information filed with the

[1] A copy of Fairview Township Code Chapter 232, Article II, §232-9 (A) was provided in the Application's Exhibit G.

[2] In supplemental information filed with the Commission, PAWC-WD provided a history of corporate mergers and acquisitions that it averred evidence PAWC's right to provide water service within the requested service territory.

Commission, PAWC-WD indicated that the Outside Development Properties currently receive water from on-lot wells and wastewater service through on-lot septic systems.

PAWC-WD submitted proofs of publication and service to the appropriate entities. Notice of the Application was published in the *Pennsylvania Bulletin*, 54 Pa.B. 5597, on August 31, 2024. The protest period ended September 16, 2024. No protests were filed, and no hearings were held.

II. LOCATION AND DESCRIPTION OF REQUESTED TERRITORY

The requested service territory is located between the Yellow Breeches Creek and the Pennsylvania Turnpike corridor near the northern boundary of Fairview Township, York County, along the northwest and southwest corners of Limekiln Road's intersection with Spanglers Mill Road (State Route 4027). The requested service territory consists of two areas separated by Limekiln Road, depicted as Parcel 1 and Parcel 2 on the revised map provided as A-22_Attachment in supplemental information filed with the Commission. Parcel 1 consists of 18.7 acres of land and encompasses five of the Outside Development Properties situated along the southern side of Limekiln Road. Parcel 2 consists of 132.4 acres of land along the northern side of Limekiln Road and encompasses the Sienna Development and two of the Outside Development Properties. Combined, the requested service territory is comprised of approximately 151 acres of land. In supplemental information filed with the Commission, PAWC-WD provided a revised map and written description of the requested service territory by bearing angles and distances as Revised Exhibits B-1 and B-2, respectively. PAWC-WD's existing service territory in Fairview Township abuts the requested territory along the eastern boundaries of the requested service territory.[3]

[3] *See, Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania*, Order Entered December 17, 2015, at Docket No. A-2015-2486532.

III. DESCRIPTION OF FACILITIES FOR FURNISHING SERVICE

In the Application, PAWC-WD indicated that Phase 1 of the Sienna Development will include 10,000 linear feet (LF) of eight-inch-diameter SDR-35 and SDR-26 polyvinyl chloride (PVC) gravity main, 2,170 LF of six-inch-diameter SDR-21 PVC force main, 74 manholes, and one pump station. In supplemental information filed with the Commission, PAWC-WD indicated Phase 2 facilities will include 4,900 LF of eight-inch-diameter SDR-35 PVC gravity main, 40 manholes, and 149 six-inch-diameter SDR-35 and SDR-26 PVC service laterals, and clarified that Phase 1 will include 194 SDR-35 and SDR-26 PVC service laterals (together, Sienna Development Facilities).[4]

The Sienna Development Facilities will tie-into PAWC-WD's existing eight-inch-diameter PVC force main near the intersection of Pin Oak Drive and Buttonwood Court. In supplemental information filed with the Commission, PAWC-WD provided a copy of an Act 537 Plan Special Study titled "Report for Act 537 Special Study for the Lower Allen Township Authority Wastewater Treatment Plant (LATA WWTP), Fairview Township Service Area Alternatives" (2024 Special Study) that identified five sections of PAWC-WD's existing collection system in Fairview Township that will need to be upgraded to accommodate the wastewater flow from the Sienna Development. More specifically, approximately 1,300 LF of eight-inch-diameter pipe will be replaced with ten-inch-diameter SDR-35 PVC pipe within the Green Lane Manor and Green Lane Farms developments. The cost of this pipe replacement is discussed in Section IV, below.

In the Application, PAWC-WD indicated that the Developer requested 694 equivalent dwelling units (EDUs) with an estimated average wastewater flow of 117,500 gallons per day (gpd), including approximately 655 EDUs for the Sienna Development residential properties, one EDU for the Community Center, five EDUs for existing Outside Development Properties to the south of Limekiln Road, and 33 EDUs for the

[4] PAWC-WD indicated that all service laterals are individual connections, except that three 72-unit and four 24-unit apartment buildings will each have one service lateral per building.

Outside Development Properties to the north of the Sienna Development. Of note, a 32-unit development may be constructed on Parcel ID No. 27-000-RE-0029.E0-00000 at some point in the future. As such, the potential flow from this development was considered during the Sierra Development planning. In supplemental information filed with the Commission, PAWC-WD indicated that the projected organic load of the requested service territory will be approximately 250 pounds per day.

As discussed above, wastewater will be conveyed through a portion of PAWC-WD's existing collection system in Fairview Township and ultimately treated at the LATA WWTP. PAWC-WD identified the permitted design hydraulic capacity of the LATA WWTP to be 13.5 million gallons per day (MGD) and its 2023 actual average month flow to be 4.9 MGD. A copy of LATA's 2023 Chapter 94 Municipal Wasteload Management Report (2023 Chapter 94 Report) was provided in supplemental information filed with the Commission. The 2023 Chapter 94 Report identified the Sienna Development as a planned development and indicated that the LATA WWTP is not projected to be hydraulically or organically overloaded within the next five years. As such, PAWC-WD averred that it has sufficient collection, conveyance, and reserved treatment capacity in the LATA WWTP to serve the requested service territory.

IV. ADDITIONAL CAPITAL REQUIREMENTS

In the Application, PAWC-WD stated that the Developer will pay for the cost of the Sienna Development Facilities through an agreement with PAWC-WD, and provided an unexecuted copy of its standard Sewer Main Extension Agreement as Exhibit H. PAWC-WD also noted that if the Outside Development Properties request service prior to PAWC-WD obtaining a Certificate of Public Convenience (CPC) to provide wastewater service within the requested service territory, connections will be funded by the customer and that after a CPC is granted, PAWC-WD will contribute to a portion of any bona fide customer's connection costs consistent with its wastewater tariff. In supplemental information filed with the Commission, PAWC-WD provided a cost breakdown of the

Sienna Development Facilities that quantified the estimated cost of construction of Phases 1 and 2 to be $2,646,736 and $662,400, respectively, which would result in an estimated total construction cost of $3,309,136 for the Sienna Development Facilities.

In addition to the Sienna Development Facilities, the Developer will incur a cost of approximately $162,500 to complete the required upgrades to PAWC-WD's existing collection system. A breakdown of this estimated cost was provided as Attachment 10 to the 2024 Special Study. The Developer will also defray an estimated $2,810,700 in capacity reservation and connection fees in accordance with PAWC-WD's tariff and the Sewer Main Extension Agreement. PAWC-WD indicated that it will book these fees as contributions in aid of construction.

V. PROPOSED RATES

PAWC-WD indicated that it will charge its existing Rate Zone 1 rates for wastewater service in the requested service territory, as set forth in its effective wastewater tariff. In supplemental information filed with the Commission, PAWC-WD revised its estimated annual revenue to be $863,318 and estimated annual expenses to be $178,189 which would result in an estimated annual net income of approximately $685,129 for providing wastewater service within the requested service territory.

VI. PERMITS, EASEMENTS, AND RIGHTS-OF-WAY REQUIRED

The proposed upgrades to PAWC-WD's existing facilities and the Sienna Development Facilities will be located within public rights of way and any easements within the Sienna Development will be obtained from the Developer at the Developer's expense. A draft copy of a Deed of Easement and Right of Way Agreement between PAWC-WD and the Developer was provided as part of the Application's Exhibit H.

In supplemental information filed the Commission, PAWC-WD provided a copy of its Water Quality Management (WQM) Permit No. 6723407 that authorized the construction of the Sienna Development collection system, pump station, and the

modification to PAWC-WD's existing collection system to handle the additional wastewater flow. In addition, PAWC-WD provided a copy of a Sewage Facilities Planning Module for the Sienna Development labelled as A-4_Attachment that indicated that a second WQM Permit will be needed for the future development of 32 units on Parcel ID No. 27-000-RE-0029.E0-00000, once approved.

Finally, in supplemental information filed with the Commission, PAWC-WD provided a copy of an agreement between the Developer and the owner of Parcel ID No. 27-000-RE-0029.E0-00000, the Outside Development Property directly north of the Sienna Development. Through the agreement the property owner relinquished a previously held access easement across the Sienna Development parcel in exchange for a utility easement from a point of connection into the proposed Sienna Development collection system to the property owner's parcel, along with monetary compensation.

VII. ACT 537 OFFICIAL SEWAGE FACILITIES PLAN AND LAND USE PLANNING COMPLIANCE

In supplemental information filed with the Commission, PAWC-WD provided a copy of the Sewage Facilities Planning Module that was completed for the Sienna Development and approved by DEP letter dated September 14, 2022 (DEP Approval Letter). The DEP Approval Letter verified that the requested service territory will include 694 dwelling units of various types and the estimated wastewater flow of 117,150 gpd.

Exhibit N of the Application consisted of a copy of a land use planning compliance form letter completed by the Fairview Township Planning Commission on August 1, 2024. This letter indicated that the Application is consistent with the Fairview Township's comprehensive plan and or zoning ordinances adopted by Fairview Township. Similarly, Exhibit O of the Application consisted of a copy of a county land use letter, dated August 2, 2024, from the York County Planning Commission that indicated the Application is consistent with the county's comprehensive plan.

VIII. OTHER CONSIDERATIONS

In the Application, PAWC-WD averred that providing wastewater service in the requested territory will have no adverse effect on service furnished or the rates charged to its existing customers. PAWC-WD further stated that it is financially and technically capable of providing wastewater service and that future customers will benefit from receiving service from PAWC-WD. Additionally, PAWC-WD asserted that, to the best of its knowledge, no corporation or entity is currently furnishing wastewater service in the requested territory and no competitive condition will be created by approval of the Application.

Finally, PAWC-WD has no outstanding fines or assessments due to the Commission and is current with Commission reporting requirements. In Commission correspondence with DEP's Southcentral Regional Office, DEP indicated it has no issues to report regarding the Application.

IX. CONCLUSION

Based upon the facts that there is a need to make public wastewater service available within the requested territory; that PAWC-WD will expand its service territory to new customers in compliance with Commission regulations; that PAWC-WD will be meeting the needs of new customers without detriment to its existing customers; and that PAWC-WD is fit to provide service; the Commission finds that granting approval of PAWC-WD's Application is necessary or proper for the service, accommodation, convenience or safety of the public and is in the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Application of Pennsylvania-American Water Company – Wastewater Division at Docket No. A-2024-3050785, is hereby approved.

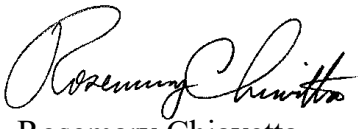
2. That a Certificate of Public Convenience shall be issued pursuant to Section 1102(a)(1)(i) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), authorizing Pennsylvania-American Water Company – Wastewater Division to begin to offer, render, furnish, and supply wastewater service to the public in an additional portion of Fairview Township, York County, consistent with revised Exhibits B-1 and B-2 of the Application.

3. That nothing herein shall be construed as an approval or determination of costs or expenses for the purposes of just or reasonable rates or to exempt Pennsylvania-American Water Company – Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

4. That a copy of this Order be served upon Pennsylvania-American Water Company – Wastewater Division, the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, the Fairview Township Board of Supervisors, the Fairview Township Planning Commission, the York County Commissioners, the York County Planning Commission, and the Department of Environmental Protection – Southcentral Regional Office and its Bureau of Regulatory Counsel.

5. That the proceeding at Docket No. A-2024-3050785 be closed upon the Commission's issuance of a Certificate of Public Convenience in accordance with Ordering Paragraph 2.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 19, 2024

ORDER ENTERED: December 19, 2024

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

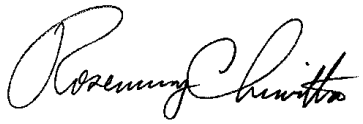
IN THE MATTER OF THE APPLICATION OF DOCKET NO: A-2024-3050785

Authorizing Pennsylvania-American Water Company – Wastewater Division to begin to offer, render, furnish, and supply wastewater service to the public in an additional portion of Fairview Township, York County, consistent with revised Exhibits B-1 and B-2 of the Application.

Effective Date: December 19, 2024

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this CERTIFICATE OF PUBLIC CONVENIENCE evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its secretary at its office in the city of Harrisburg this 19th day of December, 2024.



Secretary

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit G

Engineering Report from Aaron Navarro of Landworks Civil Design, LLC

LANDWORKS CIVIL DESIGN, LLC
www.landworkscd.com
(866) LNDWRKS

PENNSYLVANIA AMERICAN WATER COMPANY
PROPOSED SEWER REPORT
FOR
SUMMIT VIEW TERRACE
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA
February 25, 2026

Executive Summary

The Summit View Terrace project, proposed by Loxas, LLC, is a mixed-use development located along Pleasant View Road. The project involves consolidating portions of five existing parcels and subdividing the land into three development lots. These lots will support a combination of multi-family apartments, townhomes, commercial uses, and a community center.

The development will be fully served by public water and sewer utilities owned and operated by Pennsylvania American Water. Planned utility improvements include new water distribution mains, gravity sewer mains, force mains, a sewage pump station, and a utility bore beneath Interstate 83 to connect to existing sewer infrastructure. The overall project is anticipated to generate 240 EDUs (60,000 GPD), and available utility capacity is expected to be sufficient to meet projected demand.

The Final Subdivision and Land Development Plan is expected to receive conditional approval from the Fairview Township Board of Supervisors in April 2026, with construction anticipated to begin in early summer 2026 following satisfaction of all conditions

Narrative

This report has been prepared on behalf of Loxas, LLC (c/o Mr. Nick Loxas) in support of the request for public sewer service for the proposed Summit View Terrace development. The project includes a lot consolidation/subdivision and the construction of a mixed-use development consisting of multi-story apartment buildings, townhouse dwelling units, and commercial uses.

The lot consolidation involves portions of the following parcels: 319 Pleasant View Road, 349 Pleasant View Road, 335 Pleasant View Road, 341 Pleasant View Road, and 345 Pleasant View Road. Once consolidated, the land will be subdivided into three (3) lots:

- **Lot 1** (10.49 acres): Proposed residential multi-family apartment complex containing sixty (60) units.
- **Lot 2** (4.66 acres): Proposed mixed-use commercial development.
- **Lot 3** (33.29 acres): Proposed multi-family townhouse development containing 156 units and a community center.

The development will be served by both public water and public sewer. Public water service will be provided by an existing water main located within Pleasant View Road and owned/maintained by Pennsylvania American Water. The proposed on-site water distribution system includes approximately

5,750 linear feet of new 8” PVC service main, which is anticipated to be dedicated to Pennsylvania American Water upon completion.

Proposed sanitary sewer service will consist of approximately 6,621 linear feet of 8-inch PVC gravity sewer main, 320 linear feet of 12-inch ductile iron pipe, a 4-inch PVC force main, and a sewage pump station. The proposed system also includes a 320-linear-foot, 36-inch steel casing (utility bore) under Interstate 83 to connect to the existing sewer service located within Oak Knoll Road.

The overall development is projected to require **240 EDUs**, equivalent to **60,000 gallons per day**. The existing sewer system is owned and operated by Pennsylvania American Water, and all proposed sewer conveyance infrastructure will be dedicated to Pennsylvania American Water upon completion. It is our understanding that adequate capacity is available within all proposed public utilities.

The Final Subdivision and Land Development Plan is anticipated to receive conditional approval from the Fairview Township Board of Supervisors in **April 2026**. Upon satisfaction of all conditions, construction is expected to begin in **early summer 2026.**

Sincerely,
LANDWORKS CIVIL DESIGN, LLC

Aaron M. Navarro
Principal/Partner

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit H

PAWC Water Service Territory in Fairview Township

To the Governor of the Commonwealth of Pennsylvania:

SIR:—In compliance with the requirements of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, and the several supplements thereto, the undersigned ALL of whom are citizens of Pennsylvania, having associated themselves together for the purpose hereinafter specified, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:

1st. The name of the proposed corporation is

FAIRVIEW TOWNSHIP WATER COMPANY

2d. Said corporation is formed for the purpose of

Supplying and furnishing water to the public and such individuals partnerships or corporations residing or being in the Township of Fairview, York County, and State of Pennsylvania, as may desire the same.

3d. The business of said corporation is to be transacted in Fairview Twp. York Co., Penna.

4th. Said corporation is to exist for the term of 9 9 9 years.

5th. The names and residences of the subscribers and the number of shares subscribed by each, are as follows:

NAME.	RESIDENCE.	No. OF SHARES.
Patricio Russ,	Harrisburg, Pa.	96
J. H. Reiff,	New Cumberland, Pa.	2
G. H. Reiff,	New Cumberland, Pa.	2

6th. The number of directors of said corporation is fixed at THREE and the names and residences of the directors who are chosen directors for the first year are as follows:

NAME.	RESIDENCE.
J. H. Reiff,	New Cumberland, Pa.
C. H. Reiff,	" " "
Patricio Russ,	Harrisburg, Pa.

7th. The amount of the capital stock of said corporation is $5,000,00/100.- divided into 100 shares of the par value of $50,00/100.-, and $500,00/100.- being ten per centum of the capital stock, has been paid in cash to the Treasurer of said corporation, whose name and residence are:

Patricio Russ, Harrisburg, Pa.

Patricio Russ, (SEAL) J. H. Reiff, (SEAL)

G. H. Reiff, (SEAL)

State of Pennsylvania,
County of Dauphin } ss:

Before me a Notary Public in and for the county aforesaid, personally came the above named Patricio Russ, J. H. Reiff, and G. H. Reiff,

who in due form of law acknowledge the foregoing instrument to be their act and deed for the purposes therein specified.

Witness my hand and Seal of office, the Twenty Ninth day of December A.D. 1903.

[SEAL.]

Wm. C. Armor, Notary Public.

State of Pennsylvania,
County of Dauphin } ss:

My Commission expires April 19, 1907.

Personally appeared before me this 29th day of December A.D. 1903, Patricio Russ, J. H. Reiff, and Geo. H. Reiff,

who being duly sworn, according to law, depose and say that the statements contained in the foregoing instrument are true.

Sworn and subscribed before me, the day and year aforesaid,

Wm. C. Armor, Notary Public.

[SEAL.]

My COmmission expires April 19, 1907.

Patricio Russ,

J. H. Reiff,

G. H. Reiff,

EXECUTIVE CHAMBER.

Harrisburg, Dec. 31, 1903.

To the Secretary of the Commonwealth:

Having examined the within application and found it to be in proper form, and within the purposes of the class of corporations specified in section two, of the act, entitled "An act to provide for the incorporation and regulation of certain corporations," approved April 29th, A. D. 1874, and the several supplements thereto, I hereby approve the same, and direct that letters patent issue according to law.

Saml W. Pennypacker,

Governor.

SECRETARY'S OFFICE.

PENNSYLVANIA, ss:

Enrolled in Charter Book No. 79, page 267.

Witness my hand and Seal of office, at Harrisburg, this 31st day of December A.D. 1903.

[SECRETARY'S SEAL.]

Lewis E. Beitler, *Secretary of the Commonwealth.*

Certified to Auditor General, Dec. 31st 1903.

Depy.

IN THE NAME AND BY AUTHORITY OF THE

Commonwealth of Pennsylvania,

EXECUTIVE DEPARTMENT.

To all to whom these Presents shall come, Greeting:

Whereas, In and by an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and regulation of certain corporations," approved the twenty-ninth day of April, Anno Domini one thousand eight hundred and seventy-four, and the supplements thereto, the Governor of this Commonwealth is authorized and required to issue Letters Patent to all corporations formed under the provisions of said acts, embraced within the second class named therein.

And Whereas, The stipulations and conditions in said Act of the General Assembly and the supplements thereto have been fully complied with by Fairview Township Water Company.

Therefore, Know Ye, That under authority of the Constitution and laws of said Commonwealth in such case made and provided, I Do by these Presents, which I have caused to be made Patent and sealed with the Great Seal of the State, create, erect and incorporate the subscribers to the stock of said corporation, their associates and successors, and also those who may thereafter become subscribers or holders of the stock of the said corporation, into a body politic and corporate in deed and in law, by the name chosen and hereinbefore specified who shall have succession for the term of nine hundred and ninety nine years and shall be invested with and have and enjoy all the powers, privileges and franchises incident to a corporation and be subject to all the duties, requirements and restrictions specified and enjoined in and by the said Acts of the General Assembly and all other laws of this Commonwealth.

Given under my hand and the Great Seal of the State, at the City of Harrisburg, this thirty first day of December in the year of our Lord one thousand nine hundred and three and of the Commonwealth the one hundred and twenty eighth

SEAL.

BY THE GOVERNOR:

Saml W. Pennypacker

Frank M Dalbert

Secretary of the Commonwealth

Form C. C.

OFFICE OF THE

SECRETARY OF THE COMMONWEALTH OF PENNSYLVANIA

Harrisburg, December 2, 1931.

Pennsylvania, ss:

I DO HEREBY CERTIFY, That the foregoing and annexed is a full, true and correct copy of Certificate of Incorporation of "FAIRVIEW TOWNSHIP WATER COMPANY", together with full, true and correct copy of Letters Patent issued thereon, as the same appear of record in this Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the Secretary's Office to be affixed, the day and year above written.

Geo. D. Thomas

Deputy Secretary of the Commonwealth

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Riverton Consolidated Water Company and Keystone Water Company for approval of:	:	Application Docket No. , 1986
the transfer by merger of all the waterworks property and rights of Riverton Consolidated Water Company to Keystone Water Company,	:	
the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring, and portions of the Townships of Upper Allen and Hampden, Cumberland County,	:	
the abandonment by Riverton Consolidated Water Company of all water service.	:	

To the Pennsylvania Public Utility Commission:

1. The names and addresses of the Applicants are:

   Riverton Consolidated Water Company ("Riverton")
   800 West Hersheypark Drive
   Hershey, PA 17033

   Keystone Water Company ("Keystone")
   800 West Hersheypark Drive
   Hershey, PA 17033

2. The name and address of Applicants' attorney is:

   Michael D. Klein, Esq.
   800 West Hersheypark Drive
   Hershey, PA 17033

3. Attached hereto as Exhibit A is a statement containing (a) a brief corporate history of Riverton; (b) a statement of the purpose for which it was incorporated; (c) a description of its corporate territory and of the territory in which it actually furnishes service to the public; and (d) a description of the service that it furnishes to the public.

4. Attached hereto as Exhibit B is a statement containing (a) a brief corporate history of Keystone; (b) a statement of the purpose for which it was incorporated; (c) a description of its corporate territory and of the territory in which it actually furnishes service to the public; and (d) a description of the service that it furnishes to the public.

5. Riverton furnishes service to a total of 22,891 customers consisting of:

residential	20,418
commercial	2,181
industrial	15
fire protection	165
other	112

6. Keystone furnishes service to a total of 69,633 customers consisting of:

residential	62,632
commercial	5,789
industrial	327
public	555
other	330

7. There are attached hereto balance sheets of Riverton (Exhibit C) and Keystone (Exhibit D) as of June 30, 1986.

8. There are attached hereto income accounts of Riverton (Exhibit E) and Keystone (Exhibit F) for the 12 months ended June 30, 1986.

9. All the annual reports, tariffs, certificates of notification, applications for certificates of valuation, applications for approval of the issuance of securities, and securities certificates filed with your Honorable Commission by Riverton and Keystone and by their predecessor and constituent companies are made part hereof by reference.

10. Pursuant to a Plan and Agreement of Merger, in the form attached hereto as Exhibit G, Riverton will transfer to Keystone all of its franchises and property, real, personal and mixed. After the merger, the name of the surviving corporation shall be changed to Pennsylvania American Water Company. The merger is authorized by the Business Corporation Law, Act of May 5, 1933, P.L. 364, as amended, 15 P.S. §1901, and pursuant to said Act, the Plan and Agreement of Merger and the necessary certificate will be forwarded for approval and filing to the Department of State. Applicants will advise the Commission when the certificate is filed.

11. Pursuant to the Plan and Agreement of Merger, Keystone proposes to acquire the property described in paragraph 10 above by converting the total number of shares of Common Stock of Riverton, par value $50 per share, issued and outstanding immediately prior to the Merger, into 95,330 shares of Keystone Common Stock, no par value. Reference is hereby made to the Securities Certificate to be filed later in respect of the Common Stock of Keystone proposed to be issued in exchange for the Common Stock of Riverton. Also, the annual sinking fund requirements applicable to the Keystone Preferred Stock 5.80% and 9.75% series and the Riverton Preferred Stock 4.90% and 9.35% series will be increased. Reference is hereby made to

the Securities Certificates in respect of the changes in the sinking funds of Keystone and Riverton to be filed later.

12. A statement of the fixed capital or utility plant of Riverton to be transferred is set forth in the balance sheet attached hereto as Exhibit C.

13. No investment securities are to be transferred in connection with the merger.

14. There is attached hereto a pro forma balance sheet as of June 30, 1986 of Keystone giving effect to the transfer. (Exhibit H)

15. There is attached hereto a pro forma consolidated income account of Riverton and Keystone for the 12 months ended June 30, 1986, with intercompany items eliminated. (Exhibit I)

16. There are attached hereto copies of the tentative journal entries that Keystone will make to record the transfer in its accounts. (Exhibit J)

17. There are attached hereto certified copies of the meeting minutes of the boards of the directors of Riverton (Exhibit K) and Keystone (Exhibit L) authorizing the transfer herein proposed. Certified copies of the approval of the stockholders of the respective Companies will be supplied by amendment.

18. The nature and additional locations of the proposed service are the providing of water service to the public in the Riverton certificated service area, all of such service being identical as to nature and location as that now furnished by Riverton.

19. Keystone will adopt Riverton's tariff applicable to service to Riverton's customers.

20. Keystone will finance the transfer by merger by issuing additional shares of Keystone Common Stock.

21. The proposed transaction would probably result in certain operating

efficiencies such as the possibility of the interchange of employees and equipment, the pooling of funds and a greater ability to obtain the financing of Keystone's facilities on a long-term basis.

22. Keystone and Riverton are affiliated with each other in that American Water Works Company, Inc., a Delaware corporation, owns all of the outstanding voting capital stock of both Keystone and Riverton.

23. Riverton has paid all special and general assessments made against it by your Honorable Commission pursuant to Section 1201 of the Public Utility Law.

24. Keystone hereby assumes responsibility for the payment of the amounts of any and all lawful special and general assessments which your Honorable Commission may make, pursuant to said Section 1201 of said law, against Riverton from the dates of the next preceding special and general assessments to the date of the transfer herein proposed.

25. Keystone is now furnishing service in the territory set forth in paragraph 4 above, under its original Letters Patent and as a result of various subsequent extensions of its charter and Commission certificate authority, which Commission proceedings relating thereto are incorporated hereby by reference.

26. No additional capital will be required by Keystone for the purpose of financing the matters and things involved in this application.

27. Other than Riverton, no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by Keystone in the territory covered by this application, and no competitive condition will be created.

28. Keystone proposes to render service in the territory presently served by Riverton through the water system presently owned by Riverton with such extensions and additions thereto as shall be necessary to enable Keystone to furnish and maintain adequate, efficient, safe and reasonable water service to the public in the territory presently served by Riverton.

29. As indicated in paragraph 19 above, Keystone will adopt Riverton's tariff applicable to service to Riverton's customers.

30. The estimated annual revenues and expenses of Keystone in the territory covered by this application are the revenues and expenses currently experienced by Riverton, as set forth in the Statement of Income attached hereto as Exhibit E.

31. Approval of the application of Keystone for approval of the right to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring, and portions of the Townships of Upper Allen and Hampden, Cumberland County, is necessary or proper for the reasons set forth in paragraph 21 hereof.

32. Approval of the application of Riverton for approval of the abandonment by Riverton of all water service is necessary or proper for the reasons set forth in paragraph 21 hereof.

Wherefore, Riverton and Keystone pray your Honorable Commission to issue a Certificate of Public Convenience as follows:

(a) pursuant to the provisions of Section 202(e) of the Public Utility Law, as amended [66 Pa. C.S.A. §1102(a)(3)], authorizing the

acquisition by Keystone and the transfer by merger by Riverton of all the waterworks property and rights of Riverton,

(b) pursuant to the provisions of Section 202(a) of the Public Utility Law, as amended [66 Pa. C.S.A. §1102(a)(1)], all authorizing the right of Keystone to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring, and portions of the Townships of Upper Allen and Hampden, Cumberland County,

(c) pursuant to the provisions of Section 202(b) of the Public Utility Law, as amended [66 Pa. C.S.A. §1102(a)(2)], authorizing the abandonment by Riverton of all water service.

RIVERTON CONSOLIDATED WATER COMPANY

By: _____

President

KEYSTONE WATER COMPANY

By: _____

President

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

G.C. Smith, being duly sworn according to law, deposes and says that he is President of Riverton Consolidated Water Company, that he is authorized to and does make this affidavit for it, and that the facts set forth above are true and correct as of the date of this affidavit.

G.C. Smith, President

Sworn to and subscribed
before me this 23rd day
of July, 1986.

Kathy E. Eshleman
Notary Public

My commission expires:

KATHY E. ESHLEMAN, NOTARY PUBLIC
DERRY TOWNSHIP, DAUPHIN COUNTY
MY COMMISSION EXPIRES NOV. 16, 1987
Member, Pennsylvania Association of Notaries

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

G.C. Smith, being duly sworn according to law, deposes and says that he is President of Keystone Water Company, that he is authorized to and does make this affidavit for it, and that the facts set forth above are true and correct as of the date of this affidavit.

G.C. Smith, President

Sworn to and subscribed
before me this 23rd day
of July, 1986.

Kathy E. Eshleman
Notary Public

My commission expires:

KATHY E. ESHLEMAN, NOTARY PUBLIC
DERRY TOWNSHIP, DAUPHIN COUNTY
MY COMMISSION EXPIRES NOV. 16, 1987
Member, Pennsylvania Association of Notaries

RIVERTON CONSOLIDATED WATER COMPANY

Riverton Consolidated Water Company is the product of the merger and consolidation of the following companies:

1. Riverton Water Company
2. The Susquehanna Water Supply Company
3. Allen Spring Water Company
4. East Pennsboro Water Company
5. Fairview Township Water Company
6. The Mountain Water Company of New Cumberland
7. Hampden Water Company
8. Shiremanstown Water Company
9. West Shore Water Company
10. Silver Spring Water Company

The first six of the above companies were merged and consolidated to form Riverton Consolidated Water Company and Letters Patent were issued on February 17, 1904. Riverton Consolidated Water Company acquired all of the franchises and property of Hampden Water Company, Shiremanstown Water Company and West Shore Water Company on January 14, 1929. Letters Patent in connection with the merger of Silver Spring Water Company into Riverton Consolidated Water Company were issued on March 29, 1966.

The Riverton Water Company was organized on June 2, 1892, for the purpose of supplying water to the public at Riverton, Cumberland County, Pennsylvania.

The Susquehanna Water Supply Company was organized on December 6, 1897, for the purpose of supplying water to the Borough of Camp Hill, Cumberland County, Pennsylvania.

Allen Spring Water Company was organized on December 11, 1901, for the purpose of supplying water to the public in the Township of Allen, Cumberland County, Pennsylvania.

East Pennsboro Water Company was organized on December 9, 1901, for the purpose of supplying water to the public in the Township of East Pennsboro, Cumberland County, Pennsylvania.

Fairview Township Water Company was organized on December 31, 1903, for the purpose of supplying water to the public in the Township of Fairview, York County, Pennsylvania.

The Mountain Water Company of New Cumberland was organized on February 20, 1896, for the purpose of supplying water to the public in the Borough of New Cumberland, Cumberland County, Pennsylvania.

Hampden Water Company was organized on March 9, 1927, for the purpose of supplying water to the public in a specifically described portion of Hampden Township, Cumberland County, Pennsylvania.

Shiremanstown Water Company was organized on August 31, 1903, for the purpose of furnishing water to the public in the Borough of Shiremanstown, Cumberland County, Pennsylvania.

West Shore Water Company was organized on February 2, 1910, for the purpose of furnishing a supply of water to the public in the Township of East Pennsboro, Cumberland County, Pennsylvania.

Silver Spring Water Company was formed on December 16, 1965, for the purpose of supplying water to the public in Silver Spring Township, Cumberland County, Pennsylvania.

On October 19, 1984, Riverton Consolidated Water Company was granted a Certificate of Public Convenience to furnish water service to the public in Rossmoyne Industrial Park portion of Upper Allen Township, Cumberland County.

On August 28, 1985, Riverton Consolidated Water Company acquired the water distribution system of Hampden Water Company and began to offer or furnish water service to the public in a portion of Hampden Township known as Ridgeland and/or Ridgeland Farms, Cumberland County.

On March 13, 1986, Riverton Consolidated Water Company acquired the water distribution system of Summerdale Water Company and began to offer or furnish water service to the public in additional portions of East Pennsboro Township, Cumberland County.

By virtue of the foregoing transactions, Riverton Consolidated Water Company now possesses all necessary rights to supply water to the public in Fairview Township, York County, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring, and portions of Upper Allen and Hampden Townships, Cumberland County.

KEYSTONE WATER COMPANY

Keystone Water Company is a product of the merger of fourteen operating water companies with and into White Deer Mountain Water Company on July 31, 1973. These fourteen operating water companies were as follows:

The Bangor Water Company (now Bangor District)

The Berwick Water Company (now Berwick District)

Biglerville Water Company (now Biglerville District)

Canawacta Water Supply Company (now Susquehanna District)

The Clark's Summit Water Company (now Abington District)

The Consumers Water Company of Montrose, Pa. (now Montrose District)

The Hallstead Water Company (now Hallstead District)

Moshannon Valley Water Company (now Moshannon Valley District)

The Mountain City Water Company (now Frackville District)

Norristown Water Company (now Norristown District)

Northumberland Water Company (now Northumberland District)

Palmyra Water Company (now Palmyra District)

The Thompson Borough Water Company (now Thompson District)

Yardley Water Company (now Yardley District)

Simultaneously with the merger on July 31, 1973, the Company's name was legally changed from White Deer Mountain Water Company to Keystone Water Company.

White Deer Mountain Water Company was incorporated on September 27, 1899. On March 1, 1929, White Deer Mountain Water Company acquired all of the assets and franchises of Citizens Water Company of Milton, East Buffalo Water Company, Kelly Water Company, The Lewisburg Water Company, Mountain Water Company, The Watsontown Water Company, White Deer Creek Water Supply Company and Mountain Water Ice Company.

On June 24, 1932, White Deer Mountain Water Company extended its charter territory into a portion of the Township of Delaware.

On May 4, 1976, Keystone Water Company extended the territory in which it may operate to include all of Lower Makefield Township, Bucks County, Pennsylvania.

The Bangor Water Company (now Bangor District) was incorporated on June 17, 1884. On March 22, 1938, its charter territory was extended into a tract of land in Washington Township known as Flicksville No. 1. On March 22, 1938, it extended its charter territory to include an additional portion of Washington Township known as Flickville No. 2. On April 11, 1938, its charter territory was extended into upper Market Street and into Meyers Crossing, Ackermanville District. On June 18, 1940, its charter territory was extended into Sterling Mill District. On August 18, 1941, it acquired all of the franchises and property of Roseto Water Company. On June 12, 1967, it acquired all of the assets and franchises of The Bangor Plainfield Water Company, The Bangor Washington Water Company and Joseph H. Beers, t/a West Bangor Water Company.

The Berwick Water Company was incorporated on March 13, 1818. On February 16, 1931, it acquired all of the franchises and property of Briarcreek Water Supply Company, West Berwick Water Supply Company and West Salem Water Supply Company. On October 8, 1931, it acquired all of the assets and franchises of Nescopeck Water Supply Company.

The Biglerville Water Company was incorporated on September 5, 1908.

Canawacta Water Supply Company was incorporated on November 24, 1899. On January 18, 1930, it acquired all of the franchises and property of The Susquehanna Water Company and The Lanesboro Water Company.

The Clark's Summit Water Company was incorporated on February 14, 1893. On May 1, 1929, it acquired all of the franchises and property of North Abington Water Company.

The Consumers Water Company of Montrose, Pa. was incorporated on August 31, 1892.

The Hallstead Water Company was incorporated on April 14, 1892. On January 18, 1930, it acquired all of the franchises and property of The Great Bend Water Company.

Moshannon Valley Water Company was originally incorporated in the name of The Citizens Water Company on July 21, 1904, by Agreement of Merger and Consolidation between The Citizens Water Company and The Philipsburg Water Company. On October 15, 1923, by Agreement of Consolidation and Merger between The Citizens Water Company, Cold Spring Water Company, The Home Water Company of South Philipsburg, The Peoples Water Company of Rush Township and Decatur Water Company,

The Citizens Water Company was reorganized. On February 21, 1928, the name of the company was changed to Citizens Water Service Company. On December 31, 1969, Moshannon Valley Water Company was formed by virtue of a Plan and Agreement of Merger between The Osceola Water Supply Co. and Morris Water Company with and into Citizens Water Service Company.

The Mountain City Water Company was incorporated on April 7, 1883. On December 17, 1915, its charter territory was extended to include Altamont. On December 7, 1916, its charter territory was extended to include Englewood. On February 24, 1938, it extended its charter territory into two tracts of land in West Mahanoy Township and New Castle Township.

Norristown Water Company was incorporated on April 6, 1925. On August 6, 1907, it acquired all of the property and rights of Norristown Insurance and Water Company. On March 29, 1963, The Bridgeport Water Company, Inter-Township Water Company, Providence Water Supply Company, West Norriton Water Company and Whitpain Water Company were merged with and into Norristown Water Company by virtue of an Agreement of Merger. On February 12, 1970, the Company acquired all of the assets and franchises of Worcester Township Water Company.

Northumberland Water Company was incorporated on July 29, 1892.

Palmyra Water Company was formed on January 27, 1921. On November 8, 1929, the company acquired all of the franchises and property of Londonderry Water Company. On November 7, 1930, the name of the Company was changed to Palmyra Water Company.

The Thompson Borough Water Company was originally incorporated on July 24, 1891.

Yardley Water Company was originally incorporated on December 19, 1900. On July 9, 1954, it extended its charter territory into a certain tract of land in Falls Township adjacent to Lower Makefield Township. On December 8, 1954, it extended its charter territory into a certain tract of land in an additional area of Falls Township adjacent to Lower Makefield Township. The latter two tracts of land were generally known as Pennsbury Heights. On November 27, 1956, it extended its charter territory into a certain tract of land in Falls Township adjacent to Lower Makefield Township known as Glen Ridge Estates. On April 16, 1958, the Company's name was changed from Yardley Water and Power Company to Yardley Water Company. In 1961, the Company's charter territory was extended into a tract of land on the west side of Makefield Road in Falls Township generally known as Mayfair Farms, Inc. On September 10, 1964, the Company extended its charter territory into an additional tract of land in Falls Township known as Woods' End Park, Inc.

On June 25, 1982, all the waterworks property and rights of Hershey Water Company were merged into Keystone Water Company and Keystone began to offer or furnish service to the public in the Town of Hershey and portions of the villages of Hockersville and Swatara, Dauphin County.

On July 11, 1985, Keystone Water Company acquired the distribution system of Annville Township Authority and began to offer or furnish water service to the public in additional portions of Annville, North Annville and South Annville Townships, Lebanon County.

The Citizens Water Company was reorganized. On February 21, 1928, the name of the company was changed to Citizens Water Service Company. On December 31, 1969, Moshannon Valley Water Company was formed by virtue of a Plan and Agreement of Merger between The Osceola Water Supply Co. and Morris Water Company with and into Citizens Water Service Company.

The Mountain City Water Company was incorporated on April 7, 1883. On December 17, 1915, its charter territory was extended to include Altamont. On December 7, 1916, its charter territory was extended to include Englewood. On February 24, 1938, it extended its charter territory into two tracts of land in West Mahanoy Township and New Castle Township.

Norristown Water Company was incorporated on April 6, 1925. On August 6, 1907, it acquired all of the property and rights of Norristown Insurance and Water Company. On March 29, 1963, The Bridgeport Water Company, Inter-Township Water Company, Providence Water Supply Company, West Norriton Water Company and Whitpain Water Company were merged with and into Norristown Water Company by virtue of an Agreement of Merger. On February 12, 1970, the Company acquired all of the assets and franchises of Worcester Township Water Company.

Northumberland Water Company was incorporated on July 29, 1892.

Palmyra Water Company was formed on January 27, 1921. On November 8, 1929, the company acquired all of the franchises and property of Londonderry Water Company. On November 7, 1930, the name of the Company was changed to Palmyra Water Company.

The Thompson Borough Water Company was originally incorporated on July 24, 1891.

Yardley Water Company was originally incorporated on December 19, 1900. On July 9, 1954, it extended its charter territory into a certain tract of land in Falls Township adjacent to Lower Makefield Township. On December 8, 1954, it extended its charter territory into a certain tract of land in an additional area of Falls Township adjacent to Lower Makefield Township. The latter two tracts of land were generally known as Pennsbury Heights. On November 27, 1956, it extended its charter territory into a certain tract of land in Falls Township adjacent to Lower Makefield Township known as Glen Ridge Estates. On April 16, 1958, the Company's name was changed from Yardley Water and Power Company to Yardley Water Company. In 1961, the Company's charter territory was extended into a tract of land on the west side of Makefield Road in Falls Township generally known as Mayfair Farms, Inc. On September 10, 1964, the Company extended its charter territory into an additional tract of land in Falls Township known as Woods' End Park, Inc.

On October 1, 1982, all the waterworks property and rights of hershey Water Company were merged into Keystone Water Company and Keystone began to offer or furnish service to the public in the Town of Hershey and portions of the villages of Hockersville and Swatara, Dauphin County.

On July 11, 1985, Keystone Water Company acquired the diatribution system of Annville Township Authority and began to offer or furnish water service to the public in additional portions of Annville, North Annville and South Annville Townships, Lebanon County.

Attached [illegible] is a description of the service territory of Keystone Water Company which it has acquired over the years as the result of the various acquisitions and mergers described above.

KEYSTONE WATER COMPANY

Keystone Water Company is a corporation organized under the Act of April 29, 1874, P.L. 73, known as the Corporation Act of 1874, pursuant to Letters Patent duly granted September 27, 1899, for the purpose of supplying water to the public in the Township of White Deer, Union County, Pennsylvania. As a result of various subsequent extensions of its charter and Commission certificate authority, Keystone Water Company now possesses all requisite charter and Commission certificate authority to furnish water service to the public, and is presently furnishing water service to the public, in the following municipalities:

All, or portions of, the Boroughs of Milton and Watsontown, the Townships of Delaware, West Chillisquaque and Turbot in Northumberland County, Pennsylvania, and the Borough of Lewisburg, the Townships of East Buffalo, Buffalo, Kelly and White Deer, Union County, Pennsylvania;

All, or portions of, the Boroughs of Bangor and Roseto, the Township of Upper Mt. Bethel and adjacent territory in Washington and Plainfield Townships, Northampton County, Pennsylvania;

All, or portions of, the Borough of Berwick and adjacent territory in Briarcreek Township, Columbia County, Pennsylvania, and the Borough of Nescopeck and adjacent territory in Salem Township, Luzerne County, Pennsylvania;

All, or portions of, the Borough of Biglerville and adjacent territory in Butler Township, Adams County, Pennsylvania;

All, or portions of, the Boroughs of Susquehanna and Lanesboro and adjacent territory in Oakland and Harmony Townships, Susquehanna County, Pennsylvania;

All, or portions of, the Boroughs of Clark's Summit, Dalton, Clarks Green and adjacent territory in Abington Township, South Abington Township and Glenburn Township, Lackawanna County, Pennsylvania;

All, or portions of, the Borough of Montrose, the Township of Bridgewater, Susquehanna County, Pennsylvania;

All, or portions of, the Boroughs of Hallstead and Great Bend and adjacent territory in Great Bend Township, Susquehanna County, Pennsylvania;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg, the Township of Rush, Centre County, Pennsylvania, and the Boroughs of Osceola Mills and Chester Hill, the Townships of Decatur and Morris, Clearfield County, Pennsylvania;

All, or portions of, the Borough of Frackville and adjacent territory in West Mahanoy, Butler and New Castle Townships, Schuylkill County, Pennsylvania;

All, or portions of, the Boroughs of Norristown and Bridgeport, the Townships of Whitpain, West Norriton, Worcester, Plymouth, Lower Providence, East Norriton and Upper Merion, Montgomery County, Pennsylvania;

All, or portions of, the Borough of Northumberland and adjacent territory in Point Township, Northumberland County, Pennsylvania;

All, or portions of, the Borough of Palmyra and adjacent territory in Annville, North Annville, South Annville and North Londonderry Townships, in Lebanon County, Pennsylvania, and the Townships of Derry and South Hanover in Dauphin County.

All, or portions of, the Borough of Thompson, Susquehanna County, Pennsylvania;

All, or portions of, the Borough of Yardley and adjacent territory in Lower Makefield Township and Falls Township, Bucks County, Pennsylvania.

FORM 163

RIVERTON CONSOLIDATED WATER COMPANY

BALANCE SHEET

ASSETS	JUN 30,1986	JUN 30,1985
Utility plant	$ 20,694,714	$ 18,758,161
Construction work in progress	154,308	256,964
Accumulated depreciation	2,240,178CR	1,858,834CR
Utility plant acquisition adjustments	10,931CR	
Other utility plant adjustments		
	18,597,913	17,156,291
Nonutility property	216	216
Other investments	1,500	1,500
Current assets		
Cash and cash equivalents	3,975	50,794
Temporary investments – at cost plus accrued interest		225,295
Customer accounts receivable	377,826	337,432
Allowance for uncollectible accounts	12,355CR	11,523CR
Unbilled revenues	780,331	737,803
Federal income tax refund due from associated company		
Miscellaneous receivables	24,376	1,766
Materials and supplies – at average cost	89,536	117,042
Other	158,043	171,233
	1,421,732	1,629,842
Deferred debits		
Debt and preferred stock expense	46,797	54,576
Expense of rate proceedings	9,392	41,364
Preliminary survey and investigation charges		
PREMATURE PROPERTY RETIREMENTS		
Other	86,301	95,459
	142,490	191,399
	$ 20,163,851	$ 18,979,248

CAPITAL AND LIABILITIES		
Common stock	$ 1,819,600	$ 1,819,600
Paid-in capital	1,302,400	1,302,400
Retained earnings	3,184,052	3,008,482
Total common equity	6,306,052	6,130,482
Preferred stock	561,500	578,000
Long-term debt	6,913,000	6,930,000
Total capitalization	13,780,552	13,638,482
Current liabilities		
Bank debt – pending issuance of securities	316,000	
Current portion of long-term debt	17,000	17,000
Accounts payable	188,735	326,974
Taxes accrued	135,387	113,968
Interest accrued	159,346	159,378
Customer deposits	1,024	
Dividends declared	10,188	10,485
Other	188,864	224,421
	1,016,544	852,226
Deferred credits		
Customer advances for construction	2,111,331	1,577,367
Deferred income taxes	552,976	360,717
Deferred investment tax credits	665,934	568,610
Other		3,839CR
	3,330,241	2,502,855
Contributions in aid of construction	2,036,514	1,985,685
	$ 20,163,851	$ 18,979,248

RIVERTON CONSOLIDATED WATER COMPANY

EXHIBIT C

BALANCE SHEET

ASSETS

	JUN 30,1986	JUN 30,1985
Utility plant	$ 71,731,566	$ 64,808,172
Construction work in progress	1,818,160	924,233
Accumulated depreciation	6,331,031CR	5,514,599CR
Utility plant acquisition adjustments	44,180CR	42,679CR
Other utility plant adjustments		
	67,174,515	60,175,127
Nonutility property	92,706	259,138
Other investments		
Current assets		
Cash and cash equivalents	12,690	12,649
Temporary investments – at cost plus accrued interest		
Customer accounts receivable	1,276,241	1,636,323
Allowance for uncollectible accounts	80,530CR	91,144CR
Unbilled revenues	2,708,723	2,667,411
Federal income tax refund due from associated company	274,304	
Miscellaneous receivables	36,567	92,599
Materials and supplies – at average cost	367,284	336,184
Other	478,051	529,492
	5,073,330	5,183,514
Deferred debits		
Debt and preferred stock expense	191,300	170,631
Expense of rate proceedings	133,631	116,863
Preliminary survey and investigation charges		
PREMATURE PROPERTY RETIREMENTS		
Other	310,206	397,887
	635,137	685,381
	$ 72,975,688	$ 66,303,160

CAPITAL AND LIABILITIES

Common stock	$ 4,465,875	$ 4,465,875
Paid-in capital	1,639,383	1,639,381
Retained earnings	17,528,214	17,111,750
Total common equity	23,633,472	23,217,006
Preferred stock	784,000	802,000
Long-term debt	28,360,000	22,537,000
Total capitalization	52,777,472	46,556,006
Current liabilities		
Bank debt – pending issuance of securities	652,000	2,274,000
Current portion of long-term debt	177,000	178,000
Accounts payable	1,144,693	689,800
Taxes accrued	201,455	269,268
Interest accrued	913,031	652,735
Customer deposits	11,965	97,901
Dividends declared	14,523	14,873
Other	796,092	936,202
	3,910,759	5,112,779
Deferred credits		
Customer advances for construction	6,993,773	6,260,628
Deferred income taxes	1,175,612	873,324
Deferred investment tax credits	2,386,145	1,934,846
Other	2,727CR	42,874
	10,552,803	9,111,672
Contributions in aid of construction	5,734,654	5,522,703
	$ 72,975,688	$ 66,303,160

RIVERTON CONSOLIDATED WATER COMPANY

STATEMENT OF INCOME AND RETAINED EARNINGS

TWELVE Months to date	JUN 30,1986	JUN 30,1985
OPERATING REVENUES	$ 5,620,560	$ 4,729,336
OPERATING EXPENSES		
Operation and maintenance	2,753,999	2,556,236
Depreciation	360,605	230,652
Taxes on operating income		
General	214,287	220,888
State income	120,532	42,315
Federal income	621,368	283,520
	4,070,791	3,333,611
UTILITY OPERATING INCOME	1,549,769	1,395,725
OTHER INCOME		
Allowance for funds used during construction	5,687	16,140
Miscellaneous other income	6,007	776,448 *
	1,561,463	2,188,313
OTHER DEDUCTIONS		
Amortization of preferred stock expense	236	236
Amortization of utility plant adjustments		
Miscellaneous other deductions	2,335	85,569
Taxes on other income and deductions		
General	4	8,005CR
State income	20	31,078CR
Federal income		
	2,595	46,722
INCOME BEFORE INTEREST CHARGES	1,558,868	2,141,591
INTEREST CHARGES		
Interest on long-term debt	638,738	640,501
Amortization of debt expense	7,544	7,589
Interest on bank debt	7,465	74,143
Other interest		
	653,747	722,233
NET INCOME	905,121	1,419,358
RETAINED EARNINGS AT BEGINNING OF PERIOD	3,008,482	2,016,418
	3,913,603	3,435,776
DIVIDENDS		
Preferred stock	41,380	42,567
Common stock	688,173	384,727
	729,553	427,294
RETAINED EARNINGS AT END OF PERIOD	$ 3,184,050	$ 3,008,482

RIVERTON CONSOLIDATED WATER COMPANY 12 MONTHS ENDED JUN 30,1986

*Included extraordinary item resulting from accumulated depreciation adjustment of $767,312.

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KEYSTONE WATER COMPANY

STATEMENT OF INCOME AND RETAINED EARNINGS

TWELVE Months to date	JUN 30,1986	JUN 30,1985
OPERATING REVENUES	$ 20,618,754	$ 19,135,002
OPERATING EXPENSES		
Operation and maintenance	11,578,811	10,605,494
Depreciation	1,076,337	812,678
Taxes on operating income		
General	1,095,363	887,581
State income	245,865	280,019
Federal income	1,489,360	1,472,765
	15,485,736	14,058,537
UTILITY OPERATING INCOME	5,133,018	5,076,465
OTHER INCOME		
Allowance for funds used during construction	53,307	45,420
Miscellaneous other income	102,707	4,945,562*
GAIN (LOSS) ON SALE OF PROPERTY		3,900
	5,289,032	10,071,347
OTHER DEDUCTIONS		
Amortization of preferred stock expense	250	250
Amortization of utility plant adjustments		
Miscellaneous other deductions	10,070	33,352
Taxes on other income and deductions		
General	9,203	8,559
State income	4,514	3,254CR
Federal income	19,999	13,629CR
	44,036	25,278
INCOME BEFORE INTEREST CHARGES	5,244,996	10,046,069
INTEREST CHARGES		
Interest on long-term debt	2,711,233	2,162,140
Amortization of debt expense	28,927	25,378
Interest on bank debt	42,207	142,331
Other interest	3,437	2,628
	2,785,804	2,332,477
NET INCOME	2,459,192	7,713,592
RETAINED EARNINGS AT BEGINNING OF PERIOD	17,111,750	11,201,925
	19,570,942	18,915,517
DIVIDENDS		
Preferred stock	58,809	60,208
Common stock	1,983,920	1,743,558
	2,042,729	1,803,766
RETAINED EARNINGS AT END OF PERIOD	$ 17,528,213	$ 17,111,751

KEYSTONE WATER COMPANY 12 MONTHS ENDED JUN 30,1986

*Includes extraordinary item resulting from accumulated depreciation adjustment of $4,940,974.

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of February 28, 1986, between KEYSTONE WATER COMPANY, a Pennsylvania corporation ("Keystone") and RIVERTON CONSOLIDATED WATER COMPANY, a Pennsylvania corporation ("Riverton").

The Boards of Directors of Keystone and Riverton deeming it to be advantageous to their respective corporations and their stockholders, have duly approved this Agreement and its execution. Accordingly, the parties hereto agree as follows:

1. Merger. Riverton shall merge into Keystone (the "Merger") pursuant to provisions of the Pennsylvania Business Corporation Law (Act of May 5, 1933, P.L. 364, as amended) (the "BCL") on the terms and subject to the conditions and requirements hereinafter stated. The separate existence of Riverton shall cease and Keystone shall be the surviving corporation and shall continue its existence under Pennsylvania law. Without limitation upon the effect of the Merger as provided by law, all the rights, powers, privileges, franchises and property, real, personal and mixed, of Riverton shall be transferred to and vested in Keystone without any further act or deed or any order or decree of any court or other tribunal.

2. Name. Upon the Merger becoming effective, the name of the surviving corporation shall be changed to "Pennsylvania American Water Company."

3. Directors and Officers. Upon the Merger becoming effective, the Board of Directors of the surviving corporation shall consist of seven persons who shall be the persons who were members of the Board of Directors of Keystone and Riverton immediately prior to the Merger. The respective terms of office of such persons shall expire on the dates that their terms of office as directors of Keystone and Riverton were to expire. The officers of Keystone and Riverton at the time the Merger becomes effective shall hold the same offices in the surviving corporation. The names of the directors and officers of the surviving corporation are as follows. Their address is 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

Name	Office(s)
J. James Barr	Director
W. K. Gemmill	Director
G. W. Johnstone	Director
J. V. LaFrankie	Director
Marilyn W. Lewis	Director
L. D. Mellendorf	Director
G. C. Smith	Director and President

Richard D. Hugus	Vice President and Treasurer
J. C. Downs	Vice President
M. D. Klein	Secretary
E. J. Patterson, Jr.	Assistant Secretary
E. A. Owens	Assistant Treasurer
R. W. Freeston	Comptroller
P. A. Mecca	Assistant Comptroller

4. Conversion of Stock. Upon the merger becoming effective:

(a) The total number of shares of the Common Stock of Riverton, par value $50.00 per share ("Riverton Common Stock"), issued and outstanding immediately prior to the Merger, shall, without any action on the part of the holder thereof, become and be converted into 95,001 shares of Keystone Common Stock, no par value, and outstanding certificates representing shares of Riverton Common Stock shall be exchanged by the holder thereof, after the Merger becomes effective, for a new certificate for the appropriate number of shares bearing the name of the surviving corporation;

(b) Each share of Preferred Stock, par value $100.00 per share, of Keystone ("Preferred Stock"), and each share of Preference Stock, par value $100.00 per share, of Keystone ("Preference Stock"), issued and outstanding immediately prior to the Merger shall be and shall continue to be one share of Preferred Stock or Preference Stock, as the case may be, of the surviving corporation;

(c) Each share of Preferred Stock, par value $100.00 per share, of Riverton issued and outstanding immediately prior to the merger shall, without any action on the part of the holder thereof, become and be converted into preferred shares of Keystone Preferred Stock, $100 par value per share, and shall continue to be one share of Preferred Stock of the surviving corporation.

(d) All authorized shares of Keystone Preferred Stock and Preference Stock shall continue to be authorized after the Merger; and

(e) After the Merger the surviving corporation will not have any authorized class of shares ranking prior to or on a parity with the Preferred Stock or the Preference Stock, except such as were authorized immediately preceding the Merger.

5. Dissenters' Rights. The rights and remedies of a dissenting stockholder under Sections 1515 and 1908 of the BCL shall be afforded to any holder of Keystone Common Stock, Preferred Stock or Preference Stock and Riverton Common Stock or Preferred Stock who objects to this Agreement and who takes the steps necessary to perfect his rights. Keystone and Riverton will make whatever payments are to be made to such dissenting stockholders in the exercise of such rights.

6. Conditions Precedent. The Merger shall take place only if:

(a) The Pennsylvania Public Utility Commission issues a certificate of public convenience approving the transactions contemplated by this Agreement and all other requirements prescribed by law are satisfied; and

(b) This Agreement is approved by (i) the holders of a majority of the outstanding Keystone Preferred Stock, Preference Stock and Keystone Common Stock entitled to vote on the Merger, taken together, and (ii) the holders of a majority of the outstanding Riverton Preferred and Common Stock entitled to vote on the merger, taken together.

7. Modification and Termination. Notwithstanding the fact that the conditions set forth in paragraph 6 hereof may have been satisfied, at any time before the Merger becomes effective, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Keystone and Riverton; (b) this Agreement may be terminated by the Board of Directors of Keystone if because of the number of shares of Keystone Common Stock, Preferred Stock and Preference Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect; and (c) this Agreement may be terminated by the Board of Directors of Riverton if because of the number of shares of Riverton Common Stock or Preferred Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect.

8. Effective Date. The Merger shall take effect upon the approval of this Agreement by the Pennsylvania Department of State evidenced by the issuance of a certificate of merger.

Executed as of the day and year first above written.

ATTEST:

M D Klein
Secretary

KEYSTONE WATER COMPANY

By: [signature]
President

[Corporate Seal]

ATTEST:

M D Klein
Secretary

RIVERTON CONSOLIDATED WATER COMPANY

By: [signature]
President

[Corporate Seal]

FORM 163

PRO FORMA KEYSTONE AND RIVERTON

BALANCE SHEET

ASSETS

	JUN 30,1986	JUN 30,1985
Utility plant	$ 92,426,280	$ 83,566,333
Construction work in progress	1,972,468	1,181,197
Accumulated depreciation	8,571,209CR	7,373,433CR
Utility plant acquisition adjustments	55,111CR	42,679CR
Other utility plant adjustments		
	85,772,428	77,331,418
Nonutility property	92,922	259,354
Other investments	1,500	1,500
Current assets		
Cash and cash equivalents	16,665	63,443
Temporary investments – at cost plus accrued interest		225,295
Customer accounts receivable	1,654,067	1,973,755
Allowance for uncollectible accounts	92,885CR	102,667CR
Unbilled revenues	3,489,054	3,405,214
Federal income tax refund due from associated company	274,304	
Miscellaneous receivables	60,943	94,365
Materials and supplies – at average cost	456,820	453,226
Other	636,094	700,725
	6,495,062	6,813,356
Deferred debits		
Debt and preferred stock expense	238,097	225,207
Expense of rate proceedings	143,023	158,227
Preliminary survey and investigation charges		
PREMATURE PROPERTY RETIREMENTS		
Other	396,507	493,346
	777,627	876,780
	$ 93,139,539	$ 85,282,408

CAPITAL AND LIABILITIES

Common stock	$ 6,285,475	$ 6,285,475
Paid-in capital	2,941,783	2,941,781
Retained earnings	20,712,266	20,120,232
Total common equity	29,939,524	29,347,488
Preferred stock	1,345,500	1,380,000
Long-term debt	35,273,000	29,467,000
Total capitalization	66,558,024	60,194,488
Current liabilities		
Bank debt – pending issuance of securities	968,000	2,274,000
Current portion of long-term debt	194,000	195,000
Accounts payable	1,333,428	1,016,774
Taxes accrued	336,842	383,236
Interest accrued	1,072,377	812,113
Customer deposits	12,989	97,901
Dividends declared	24,711	25,358
Other	984,956	1,160,623
	4,927,303	5,965,005
Deferred credits		
Customer advances for construction	9,105,104	7,837,995
Deferred income taxes	1,728,588	1,234,041
Deferred investment tax credits	3,052,079	2,503,456
Other	2,727CR	39,035
	13,883,044	11,614,527
Contributions in aid of construction	7,771,168	7,508,388
	$ 93,139,539	$ 85,282,408

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PRO FORMA KEYSTONE AND RIVERTON

STATEMENT OF INCOME AND RETAINED EARNINGS

TWELVE Months to date	JUN 30,1986	JUN 30,1985
OPERATING REVENUES	$ 26,239,314	$ 23,864,338
OPERATING EXPENSES		
Operation and maintenance	14,332,810	13,161,730
Depreciation	1,436,942	1,043,330
Taxes on operating income		
General	1,309,650	1,108,469
State income	366,397	322,334
Federal income	2,110,728	1,756,285
	19,556,527	17,392,148
UTILITY OPERATING INCOME	6,682,787	6,472,190
OTHER INCOME		
Allowance for funds used during construction	58,994	61,560
Miscellaneous other income	108,714	5,722,010 *
GAIN (LOSS) ON SALE OF PROPERTY		3,900
	6,850,495	12,259,660
OTHER DEDUCTIONS		
Amortization of preferred stock expense	486	486
Amortization of utility plant adjustments		
Miscellaneous other deductions	12,405	118,921
Taxes on other income and deductions		
General	9,203	8,559
State income	4,518	11,259CR
Federal income	20,019	44,707CR
	46,631	72,000
INCOME BEFORE INTEREST CHARGES	6,803,864	12,187,660
INTEREST CHARGES		
Interest on long-term debt	3,349,971	2,802,641
Amortization of debt expense	36,471	32,967
Interest on bank debt	49,672	216,474
Other interest	3,437	2,628
	3,439,551	3,054,710
NET INCOME	3,364,313	9,132,950
RETAINED EARNINGS AT BEGINNING OF PERIOD	20,120,232	13,218,343
	23,484,545	22,351,293
DIVIDENDS		
Preferred stock	100,189	102,775
Common stock	2,672,093	2,128,285
	2,772,282	2,231,060
RETAINED EARNINGS AT END OF PERIOD	$ 20,712,263	$ 20,120,233

PRO FORMA KEYSTONE AND RIVERTON 12 MONTHS ENDED JUN 30,1986

*Includes extraordinary item resulting from accumulated depreciation adjustment of $5,708,286.

EXHIBIT I

Tentative journal entries that Keystone will make to record the merger in its accounts.

MERGER OF RIVERTON CONSOLIDATED WATER COMPANY
WITH AND INTO KEYSTONE WATER COMPANY

JOURNAL ENTRIES RECORDING MERGER
AS OF JUNE 30, 1986

Other Investments	$6,306,052	
Common Stock		$1,191,625
Paid-in Capital		5,114,427

Issue 95,330 shares of Keystone Water Company stock in exchange for 36,392 shares of Riverton Consolidated Water Company common stock.

Paid-in Capital (Keystone Water Company)	$3,184,052	
Common Stock (Riverton Consolidated Water Company)	1,819,600	
Paid-in Capital (Riverton Consolidated Water Company)	1,302,400	
Retained Earnings (Riverton Consolidated Water Company)	3,184,052	
Other Investments (Keystone Water Company)		$6,306,052
Retained Earnings (Keystone Water Company)		3,184,052

Record merger of Riverton Consolidated Water Company with and into Keystone Water Company and cancellation of 36,392 shares of Riverton common stock.

EXHIBIT J

Minutes of Regular *Meeting of the Board of Directors*

of Riverton Consolidated Water Company

held at American Water Works Company, Inc., 3908 Kennett Pike, Wilmington, Delaware

at 8:30 A. *M. o'clock, on* Wednesday, April 30, 1986

Present: J. James Barr, W.K. Gemmill, G.W. Johnstone, J.V. LaFrankie, L.D. Mellendorf, G.C. Smith

constituting a majority and quorum of the Board of Directors necessary for the transaction of business.

Also present: R.E. Harner, R.D. Hugus, M.D. Klein, R.M. Ross

Mr. G.C. Smith, President of the Company, called the meeting to order and presided as Chairman, and Mr. M.D. Klein, Secretary of the Company, acted as Secretary of the meeting.

The minutes of the meeting of the Board of Directors held on February 28, 1986 were presented to the meeting, and on motion duly made and seconded, the following resolution was adopted:

> RESOLVED, that the minutes of the meeting of the Board of Directors held on February 28, 1986 be and the same hereby are approved in the form presented to this meeting.

The Company's financial statements were reviewed and discussed. As a part of this review, the Company's current financial position as it relates to its available funds, temporary debt and its current construction budget was also discussed.

The Chairman recommended that the Board declare the regular quarterly dividend on the preferred stock and a dividend on the common stock of this Company. The Board then considered the earnings of the Company, the earned surplus of the Company available for dividends and the cash position of the Company.

After discussion, the following resolutions were introduced and, on motion duly made and seconded, unanimously adopted:

> RESOLVED, that out of earned surplus of the Company a dividend of $1.225 per share on the 4.90% Cumulative Preferred Stock of the Company, being the regular quarterly dividend for the period ending June 30, 1986, be and hereby is declared payable on July 1, 1986, to stockholders of record at the close of business on June 10, 1986.

RESOLVED, that out of earned surplus of the Company a dividend of $2.3375 per share on the 9.35% Cumulative Preferred Stock of the Company, being the regular quarterly dividend for the period ending June 30, 1986, be and hereby is declared payable on July 1, 1986, to stockholders of record at the close of business on June 10, 1986.

RESOLVED, that out of earned surplus of the Company a dividend of $4.45 per share on the Common Capital Stock of this Company be and hereby is declared payable on June 27, 1986, to stockholders of record at the close of business on June 17, 1986.

The rate case status report was reviewed and discussed by the Board.

The operations report of the Company was reviewed and discussed.

The Chairman advised the Board that as of the date of this meeting, there is no pending litigation in which the Company is a party.

The Chairman reported to the Board regarding the Company's Affirmative Action Program, which was reviewed, discussed and reaffirmed by the Board.

The budget project status report was reviewed and discussed by the Board.

The Chairman presented a status report of the Company's proposed acquisition of the Summerdale Water Company. He reported that Public Utility Commission approval of the Application was granted by an Order adopted on March 12 and entered March 27. The closing on the water system purchase is planned for May 16.

The Chairman discussed with the Board the proposed merger of the Company with and into Keystone Water Company. The Chairman recommended that the merger be accomplished pursuant to the Agreement and Plan of Merger which was submitted to the Board and filed with the minutes of the meeting. In addition, he recommended that the Officers of the Company be authorized to take any and all appropriate action to effectuate the merger. After a discussion and upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the merger of the Company with and into Keystone Water Company be and it is hereby authorized and approved. Further, the Agreement and Plan of Merger is approved and the Officers of the Company are hereby authorized to take any and all appropriate action to effectuate the merger.

After a general discussion of the operations of the Company, and upon motion duly made, seconded and unanimously adopted, the meeting adjourned.

M D Klem
Secretary

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of February 28, 1986, between KEYSTONE WATER COMPANY, a Pennsylvania corporation ("Keystone") and RIVERTON CONSOLIDATED WATER COMPANY, a Pennsylvania corporation ("Riverton").

The Boards of Directors of Keystone and Riverton deeming it to be advantageous to their respective corporations and their stockholders, have duly approved this Agreement and its execution. Accordingly, the parties hereto agree as follows:

1. Merger. Riverton shall merge into Keystone (the "Merger") pursuant to provisions of the Pennsylvania Business Corporation Law (Act of May 5, 1933, P.L. 364, as amended) (the "BCL") on the terms and subject to the conditions and requirements hereinafter stated. The separate existence of Riverton shall cease and Keystone shall be the surviving corporation and shall continue its existence under Pennsylvania law. Without limitation upon the effect of the Merger as provided by law, all the rights, powers, privileges, franchises and property, real, personal and mixed, of Riverton shall be transferred to and vested in Keystone without any further act or deed or any order or decree of any court or other tribunal.

2. Name. Upon the Merger becoming effective, the name of the surviving corporation shall be changed to "Pennsylvania American Water Company."

3. Directors and Officers. Upon the Merger becoming effective, the Board of Directors of the surviving corporation shall consist of seven persons who shall be the persons who were members of the Board of Directors of Keystone and Riverton immediately prior to the Merger. The respective terms of office of such persons shall expire on the dates that their terms of office as directors of Keystone and Riverton were to expire. The officers of Keystone and Riverton at the time the Merger becomes effective shall hold the same offices in the surviving corporation. The names of the directors and officers of the surviving corporation are as follows. Their address is 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

Name	Office(s)
J. James Barr	Director
W. K. Gemmill	Director
G. W. Johnstone	Director
J. V. LaFrankie	Director
Marilyn W. Lewis	Director
L. D. Mellendorf	Director
G. C. Smith	Director and President

Richard D. Hugus	Vice President and Treasurer
J. C. Downs	Vice President
M. D. Klein	Secretary
E. J. Patterson, Jr.	Assistant Secretary
E. A. Owens	Assistant Treasurer
R. W. Freeston	Comptroller
P. A. Mecca	Assistant Comptroller

4. Conversion of Stock. Upon the merger becoming effective:

(a) The total number of shares of the Common Stock of Riverton, par value $50.00 per share ("Riverton Common Stock"), issued and outstanding immediately prior to the Merger, shall, without any action on the part of the holder thereof, become and be converted into 95,001 shares of Keystone Common Stock, no par value, and outstanding certificates representing shares of Riverton Common Stock shall be exchanged by the holder thereof, after the Merger becomes effective, for a new certificate for the appropriate number of shares bearing the name of the surviving corporation;

(b) Each share of Preferred Stock, par value $100.00 per share, of Keystone ("Preferred Stock"), and each share of Preference Stock, par value $100.00 per share, of Keystone ("Preference Stock"), issued and outstanding immediately prior to the Merger shall be and shall continue to be one share of Preferred Stock or Preference Stock, as the case may be, of the surviving corporation;

(c) Each share of Preferred Stock, par value $100.00 per share, of Riverton issued and outstanding immediately prior to the merger shall, without any action on the part of the holder thereof, become and be converted into preferred shares of Keystone Preferred Stock, $100 par value per share, and shall continue to be one share of Preferred Stock of the surviving corporation.

(d) All authorized shares of Keystone Preferred Stock and Preference Stock shall continue to be authorized after the Merger; and

(e) After the Merger the surviving corporation will not have any authorized class of shares ranking prior to or on a parity with the Preferred Stock or the Preference Stock, except such as were authorized immediately preceding the Merger.

5. Dissenters' Rights. The rights and remedies of a dissenting stockholder under Sections 1515 and 1908 of the BCL shall be afforded to any holder of Keystone Common Stock, Preferred Stock or Preference Stock and Riverton Common Stock or Preferred Stock who objects to this Agreement and who takes the steps necessary to perfect his rights. Keystone and Riverton will make whatever payments are to be made to such dissenting stockholders in the exercise of such rights.

6. Conditions Precedent. The Merger shall take place only if:

(a) The Pennsylvania Public Utility Commission issues a certificate of public convenience approving the transactions contemplated by this Agreement and all other requirements prescribed by law are satisfied; and

(b) This Agreement is approved by (i) the holders of a majority of the outstanding Keystone Preferred Stock, Preference Stock and Keystone Common Stock entitled to vote on the Merger, taken together, and (ii) the holders of a majority of the outstanding Riverton Preferred and Common Stock entitled to vote on the merger, taken together.

7. Modification and Termination. Notwithstanding the fact that the conditions set forth in paragraph 6 hereof may have been satisfied, at any time before the Merger becomes effective, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Keystone and Riverton; (b) this Agreement may be terminated by the Board of Directors of Keystone if because of the number of shares of Keystone Common Stock, Preferred Stock and Preference Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect; and (c) this Agreement may be terminated by the Board of Directors of Riverton if because of the number of shares of Riverton Common Stock or Preferred Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect.

8. Effective Date. The Merger shall take effect upon the approval of this Agreement by the Pennsylvania Department of State evidenced by the issuance of a certificate of merger.

Executed as of the day and year first above written.

ATTEST:

M D Klein
Secretary

KEYSTONE WATER COMPANY

By: [illegible]
President

[Corporate Seal]

ATTEST:

M D Klein
Secretary

RIVERTON CONSOLIDATED WATER COMPANY

By: [illegible]
President

[Corporate Seal]

Minutes of Regular *Meeting of the Board of Directors*

of Keystone Water Company

held at American Water Works Company, Inc., 3908 Kennett Pike, Wilmington, Delaware

at 9:00 A. *M. o'clock, on* Wednesday, April 30, 1986

Present: J. James Barr, W.K. Gemmill, G.W. Johnstone, J.V. LaFrankie, L.D. Mellendorf, G.C. Smith

constituting a majority and quorum of the Board of Directors necessary for the transaction of business.

Also present: R.E. Harner, R.D. Hugus, M.D. Klein, R.M. Ross

Mr. G.C. Smith, President of the Company, called the meeting to order and presided as Chairman, and Mr. M.D. Klein, Secretary of the Company, acted as Secretary of the meeting.

The minutes of the meeting of the Board of Directors held on February 28, 1986 were presented to the meeting, and on motion duly made and seconded, the following resolution was adopted:

> RESOLVED, that the minutes of the meeting of the Board of Directors held on February 28, 1986 be and the same hereby are approved in the form presented to this meeting.

The Company's financial statements were reviewed and discussed. As a part of this review, the Company's current financial position as it relates to its available funds, temporary debt and its current construction budget was also discussed.

The Chairman recommended that the Board declare the regular quarterly dividend on the preferred stock and a dividend on the common stock of this Company. The Board then considered the earnings of the Company, the earned surplus of the Company available for dividends and the cash position of the Company.

After discussion, the following resolutions were introduced and, on motion duly made and seconded, unanimously adopted:

> RESOLVED, that out of earned surplus of the Company a dividend of $1.45 per share on the 5.80% Preferred Stock of this Company, being the regular quarterly dividend for the period ending June 30, 1986, be and hereby is declared payable on July 1, 1986, to stockholders of record at the close of business on June 10, 1986.

RESOLVED, that out of earned surplus of the Company a dividend of $2.4375 per share on the 9.75% Preferred Stock of this Company, being the regular quarterly dividend for the period ending June 30, 1986, be and hereby is declared payable on July 1, 1986, to stockholders of record at the close of business on June 10, 1986.

RESOLVED, that out of earned surplus of the Company a dividend of $1.75 per share on the 7% Cumulative Preferred Stock of this Company, being the regular quarterly dividend for the period ending June 30, 1986, be and hereby is declared payable on July 1, 1986, to stockholders of record at the close of business on June 10, 1986.

RESOLVED, that out of earned surplus of the Company a dividend of $1.196 per share on the Common Stock of this Company be and hereby is declared payable on June 27, 1986 to stockholders of record at the close of business on June 17, 1986.

The Chairman discussed the proposed financing to be entered into following the merger of the Company and Riverton Consolidated Water Company into Pennsylvania-American Water Company. He recommended that $9 million in General Mortgage Bonds be issued on or about December 1, 1986, for 20 years, at 8.5% per year. After a general discussion, the Board authorized the Chairman to proceed with steps necessary to advance the proposed financing.

The rate case status report was reviewed and discussed by the Board.

The operations report of the Company was reviewed and discussed.

The litigation report was reviewed and discussed by the Board.

The Chairman reported to the Board regarding the Company's Affirmative Action Program, which was reviewed, discussed and reaffirmed by the Board.

The budget project status report was reviewed and discussed by the Board.

The Chairman requested approval from the Board for the following budget projects: Comprehensive Planning Study for Berwick and Riverton service areas and Comprehensive Plan for all districts of the Company; Hershey-Palmyra District—BP 86-4, Purchase Land for the Future Site of an Office and Distribution Center; BP 86-5, Design Office and Distribution Center.

After a general discussion and upon motion duly made and seconded, the budget projects were unanimously approved.

The Chairman presented a status report of the Company's proposed acquisition of the B&J Water Company. He reported that the Company's Application to the Pennsylvania Public Utility Commission was filed on March 31.

The Chairman discussed with the Board the proposed merger of Riverton Consolidated Water Company with and into the Company. The Chairman recommended that the merger be accomplished pursuant to the Agreement and Plan of Merger which was submitted to the Board and filed with the minutes of the meeting. In addition, he recommended that the Officers of the Company be authorized to take any and all appropriate action to effectuate the merger. After a discussion and upon motion duly made and seconded, the following resolution was unanimously adopted:

> RESOLVED, that the merger of Riverton Consolidated Water Company with and into the Company be and it is hereby authorized and approved. Further, the Agreement and Plan of Merger is approved and the Officers of the Company are hereby authorized to take any and all appropriate action to effectuate the merger.

The Chairman advised the Board that with the relocation of the Company's Hershey-Palmyra District office from 815 East Arch Street, Palmyra, to 5010 Lenker Street, Mechanicsburg, it was necessary to open a new corporate bank account.

After discussion, and upon motion duly made and seconded, the following resolutions were unanimously adopted:

> RESOLVED, that any of the officers of the Company be, and they hereby are, authorized and empowered to open a new corporate bank account for this Company with Dauphin Deposit Bank and Trust Company for the purpose of receiving items for deposit or collection; and further
>
> RESOLVED, that all endorsements by this Company of checks, drafts and other instruments and orders for the payment of money deposited by or on behalf of this Company with such bank for credit or for collection may be made by any one of the individuals designated on the signature cards on file with said bank or by a hand-stamped impression in the name of this Company; and further
>
> RESOLVED, that checks, drafts and other instruments and orders for the payment of money drawn to the order of this Company shall, when endorsed as provided in the foregoing resolution, be accepted by such bank only for deposit to the credit of this Company; and further
>
> RESOLVED, that the Secretary or any Assistant Secretary of this Company be, and hereby is, authorized and empowered to

certify under the seal of this Company, and to deliver to said bank, a copy of these resolutions as evidence of its authority hereunder, and to deliver to said bank, from time to time, similarly certified, the names of the individuals authorized to endorse such checks, drafts and other instruments and orders for the payment of money, together with their specimen signatures and the specimen signatures of such individuals.

After a general discussion of the operations of the Company, and upon motion duly made, seconded and unanimously adopted, the meeting adjourned.

M O Klein
Secretary

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of February 28, 1986, between KEYSTONE WATER COMPANY, a Pennsylvania corporation ("Keystone") and RIVERTON CONSOLIDATED WATER COMPANY, a Pennsylvania corporation ("Riverton").

The Boards of Directors of Keystone and Riverton deeming it to be advantageous to their respective corporations and their stockholders, have duly approved this Agreement and its execution. Accordingly, the parties hereto agree as follows:

1. Merger. Riverton shall merge into Keystone (the "Merger") pursuant to provisions of the Pennsylvania Business Corporation Law (Act of May 5, 1933, P.L. 364, as amended) (the "BCL") on the terms and subject to the conditions and requirements hereinafter stated. The separate existence of Riverton shall cease and Keystone shall be the surviving corporation and shall continue its existence under Pennsylvania law. Without limitation upon the effect of the Merger as provided by law, all the rights, powers, privileges, franchises and property, real, personal and mixed, of Riverton shall be transferred to and vested in Keystone without any further act or deed or any order or decree of any court or other tribunal.

2. Name. Upon the Merger becoming effective, the name of the surviving corporation shall be changed to "Pennsylvania American Water Company."

3. Directors and Officers. Upon the Merger becoming effective, the Board of Directors of the surviving corporation shall consist of seven persons who shall be the persons who were members of the Board of Directors of Keystone and Riverton immediately prior to the Merger. The respective terms of office of such persons shall expire on the dates that their terms of office as directors of Keystone and Riverton were to expire. The officers of Keystone and Riverton at the time the Merger becomes effective shall hold the same offices in the surviving corporation. The names of the directors and officers of the surviving corporation are as follows. Their address is 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

Name	Office(s)
J. James Barr	Director
W. K. Gemmill	Director
G. W. Johnstone	Director
J. V. LaFrankie	Director
Marilyn W. Lewis	Director
L. D. Mellendorf	Director
G. C. Smith	Director and President

Richard D. Hugus	Vice President and Treasurer
J. C. Downs	Vice President
M. D. Klein	Secretary
E. J. Patterson, Jr.	Assistant Secretary
E. A. Owens	Assistant Treasurer
R. W. Freeston	Comptroller
P. A. Mecca	Assistant Comptroller

4. Conversion of Stock. Upon the merger becoming effective:

(a) The total number of shares of the Common Stock of Riverton, par value $50.00 per share ("Riverton Common Stock"), issued and outstanding immediately prior to the Merger, shall, without any action on the part of the holder thereof, become and be converted into 95,001 shares of Keystone Common Stock, no par value, and outstanding certificates representing shares of Riverton Common Stock shall be exchanged by the holder thereof, after the Merger becomes effective, for a new certificate for the appropriate number of shares bearing the name of the surviving corporation;

(b) Each share of Preferred Stock, par value $100.00 per share, of Keystone ("Preferred Stock"), and each share of Preference Stock, par value $100.00 per share, of Keystone ("Preference Stock"), issued and outstanding immediately prior to the Merger shall be and shall continue to be one share of Preferred Stock or Preference Stock, as the case may be, of the surviving corporation;

(c) Each share of Preferred Stock, par value $100.00 per share, of Riverton issued and outstanding immediately prior to the merger shall, without any action on the part of the holder thereof, become and be converted into preferred shares of Keystone Preferred Stock, $100 par value per share, and shall continue to be one share of Preferred Stock of the surviving corporation.

(d) All authorized shares of Keystone Preferred Stock and Preference Stock shall continue to be authorized after the Merger; and

(e) After the Merger the surviving corporation will not have any authorized class of shares ranking prior to or on a parity with the Preferred Stock or the Preference Stock, except such as were authorized immediately preceding the Merger.

5. Dissenters' Rights. The rights and remedies of a dissenting stockholder under Sections 1515 and 1908 of the BCL shall be afforded to any holder of Keystone Common Stock, Preferred Stock or Preference Stock and Riverton Common Stock or Preferred Stock who objects to this Agreement and who takes the steps necessary to perfect his rights. Keystone and Riverton will make whatever payments are to be made to such dissenting stockholders in the exercise of such rights.

6. Conditions Precedent. The Merger shall take place only if:

(a) The Pennsylvania Public Utility Commission issues a certificate of public convenience approving the transactions contemplated by this Agreement and all other requirements prescribed by law are satisfied; and

(b) This Agreement is approved by (i) the holders of a majority of the outstanding Keystone Preferred Stock, Preference Stock and Keystone Common Stock entitled to vote on the Merger, taken together, and (ii) the holders of a majority of the outstanding Riverton Preferred and Common Stock entitled to vote on the merger, taken together.

7. Modification and Termination. Notwithstanding the fact that the conditions set forth in paragraph 6 hereof may have been satisfied, at any time before the Merger becomes effective, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Keystone and Riverton; (b) this Agreement may be terminated by the Board of Directors of Keystone if because of the number of shares of Keystone Common Stock, Preferred Stock and Preference Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect; and (c) this Agreement may be terminated by the Board of Directors of Riverton if because of the number of shares of Riverton Common Stock or Preferred Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect.

8. Effective Date. The Merger shall take effect upon the approval of this Agreement by the Pennsylvania Department of State evidenced by the issuance of a certificate of merger.

Executed as of the day and year first above written.

ATTEST:

M D Klein
Secretary

KEYSTONE WATER COMPANY

By: [signature]
President

[Corporate Seal]

ATTEST:

M D Klein
Secretary

RIVERTON CONSOLIDATED WATER COMPANY

By: [signature]
President

[Corporate Seal]

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 25, 1986

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Keystone Water Company and the Riverton Consolidated Water Company for approval of (1) the transfer by merger of all the waterworks and rights of Riverton Consolidated Water Company to Keystone Water Company, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring and portions of the Townships of Upper Allen and Hampden, Cumberland County and (3) the abandonment by Riverton Consolidated Water Company of all water service to the public. A-211450F002

O R D E R

BY THE COMMISSION:

On July 24, 1986, Riverton Consolidated Water Company and Keystone Water Company filed this Application seeking Commission approval for a Certificate of Public Convenience authorizing the transfer, by merger, of all the waterworks and rights of Riverton Consolidated Water Company to Keystone Water Company; for Keystone Water Company to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring and portions of the Townships of Upper Allen and Hampden, Cumberland County; and for the abandonment by Riverton Consolidated Water Company of all water service to the public.

Notice of the proposed transfer was published as required, and as of August 22, 1986, the last day of the protest period, no protests were filed.

Keystone Water Company and Riverton Consolidated Water Company are affiliated with each other in that American Water Works Company, Inc., a Delaware Corporation, owns all of the

outstanding voting capital stock of both companies.

The proposed merger is authorized by the Business Corporation Law, Act of May 5, 1933, P.L. 364, as amended, 15 P.S. 1901.

Keystone Water Company proposes to acquire the property of Riverton Consolidated Water Company by converting 36,392 shares of common stock of Riverton, par value $50 per share, issued and outstanding immediately prior to the merger, into 95,330 shares of Keystone common stock, no par value.

Keystone Water Company anticipates filing a Securities Certificate for the common stock of Keystone Water Company which is proposed to be issued in exchange for the common stock of Riverton Consolidated Water Company. Also, the annual sinking fund requirements applicable to the Keystone preferred stock 5.8% and 9.75% series and the Riverton Consolidated Water's preferred stock 4.90% and 9.35% series will be increased.

No investment securities are to be transferred in connection with the merger.

After the merger; the name of the surviving corporation shall be changed to Pennsylvania American Water Company. No foreseeable negative effects are anticipated and the proposed transfer will probably result in improved operating efficiencies.

Section 1102(a)(2),(3), and (a)(4) of Pennsylvania Public Utility Code requires that the Keystone Water Company and The Riverton Consolidated Water Company obtain a Certificate of Public Convenience from the Commission to permit the merger and transfer of property.

The Commission has examined this application and determines it is necessary or proper for the service, accommodation, convenience or safety of the public and that a Certificate of Public Convenience be issue evidencing approval; THEREFORE,

IT IS ORDERED:

1. That the Application of Keystone Water Company and the Riverton Consolidated Water Company for approval of (1) the transfer by merger of all the waterworks and rights of Riverton Consolidated Water Company to Keystone Water Company, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring and portions of the Townships of Upper Allen and Hampden, Cumberland County and (3) the abandonment by Riverton Consolidated Water Company of all water service to the public is hereby approved.

2. That a Certificate of Public Convenience be issued to Keystone Water Company and Riverton Consolidated Water Company evidencing our approval of the merger and transfer of property, and abandonment of service by Riverton.

3. That Keystone Water Company file with this Commission, within 30 days thereafter (1) the actual effective date of the transfer and (2) a detailed list of all expenses incurred to accomplish the transaction.

BY THE COMMISSION

Jerry Rich,
Secretary

(SEAL)

ORDER ADOPTED: September 25, 1986

ORDER ENTERED: September 25, 1986

PUC 82

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF

Keystone Water Company and the Riverton Consolidated Water Company for approval of (1) the transfer by merger of all the waterworks and rights of Riverton Consolidated Water Company to Keystone Water Company, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in Fairview Township, York County; the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg, the Townships of East Pennsboro, Lower Allen, Silver Spring and portions of the Townships of Upper Allen and Hampden, Cumberland County and (3) the abandonment of Riverton Consolidated Water Company of all water service to the public.

CERTIFICATE
OF
PUBLIC CONVENIENCE

A-211450
Folder 2

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 25th day of September, 19 86.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Attest:

Secretary

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THIS INDENTURE made the 30th day of December, 1986, between RIVERTON CONSOLIDATED WATER COMPANY ("Riverton") and KEYSTONE WATER COMPANY ("Keystone"), (name to be changed to Pennsylvania-American Water Company effective January 1, 1987), both corporations duly organized and existing under the laws of the Commonwealth of Pennsylvania, on the following premises.

WHEREAS, the Board of Directors of Riverton has duly adopted an Agreement and Plan of Merger dated February 28, 1986, said Agreement and Plan of Merger provided in part:

> "1. Merger. Riverton shall merge into Keystone (the "Merger") pursuant to provisions of the Pennsylvania Business Corporation Law (Act of May 5, 1933, P.L. 364, as amended) (the "BCL") on the terms and subject to the conditions and requirements hereinafter stated. The separate existence of Riverton shall cease and Keystone shall be the surviving corporation and shall continue its existence under Pennsylvania law. Without limitation upon the effect of the Merger as provided by law, all the rights, powers, privileges, franchises and property, real, personal and mixed, of Riverton shall be transferred to and vested in Keystone without any further act or deed or any order or decree of any court or other tribunal."

AND WHEREAS, in pursuance of the above-referenced Agreement and Plan of Merger, all of the shareholders of Riverton, which were all of the persons who would have been entitled to vote at a meeting called for the purpose of approving such Agreement and Plan of Merger, duly considered such and by executing a writing which was immediately filed with the Secretary of said Corporation, authorized and consented to the transfer of the franchises and property, real, personal and mixed, of Riverton to Keystone pursuant to and in accordance with the Agreement and Plan of Merger between Riverton

and Keystone. The Agreement and Plan of Merger was duly filed and recorded on the 22nd day of December, 1986, in the Office of the Secretary of the Commonwealth of Pennsylvania.

AND WHEREAS, the parties hereto desire by this Indenture to confirm the transfer of franchises and property as aforesaid;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Riverton Consolidated Water Company, in consideration of the premises and on one dollar in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained, sold, assigned, disposed of and conveyed, and by these presents doth grant, bargain, sell, assign, dispose of and convey unto said Keystone Water Company, its successors and assigns, the franchises and all the property, real, personal and mixed, of the said Riverton Consolidated Water Company.

TOGETHER with all and singular the rights, liberties, privileges and appurtenances whatsoever thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Riverton Consolidated Water Company, in law, equity or otherwise howsoever, of, in and to the same.

TO HAVE AND TO HOLD the franchises and property, real, personal and mixed, hereinbefore mentioned or intended so to be, with the appurtenances unto the said Keystone Water Company, its successors and assigns, to and for the only proper use, benefit and

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behoof of it, the said Keystone Water Company, its successors and assigns, forever.

UNDER AND SUBJECT to the lien of the following mortgages heretofore executed and delivered by The Riverton Consolidated Water Company:

(1) Indenture of Mortgage, dated as of January 1, 1939, as supplemented, to The Commonwealth National Bank (successor to The Harrisburg Trust Company), as Trustee.

(2) Indenture of Mortgage, dated as of May 1, 1968, as supplemented, to Fidelity Bank, National Association (successor to The Fidelity Bank), as Trustee.

IN WITNESS WHEREOF, the said Riverton Consolidated Water Company has caused its common or corporate seal to be hereunto affixed, and the President or Vice President of said Corporation, by virtue of the authority vested in him, has hereunto affixed his signature, and the Secretary of said Corporation has duly attested the execution hereof the day and year first above written.

RIVERTON CONSOLIDATED WATER COMPANY

President

[CORPORATE SEAL]

Attest:

M O Klein

Secretary

094 S 0446

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF DAUPHIN :

Before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Gerald C. Smith who, being duly sworn according to law, did depose and state that he is President of Riverton Consolidated Water Company and that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of December, 1986.

Kathy E. Eshleman
Notary Public

My Commission Expires:

KATHY E. ESHLEMAN, NOTARY PUBLIC
DERRY TOWNSHIP, DAUPHIN COUNTY
MY COMMISSION EXPIRES NOV. 16, 1987
Member, Pennsylvania Association of Notaries

State of Pennsylvania,]
County of York

Recorded in Record Book 94S Page 443
the 3RD day of February A.D. 1987

RECORDER OF DEEDS

I hereby certify that the residence and Post Office of within Grantee is
Pennsylvania - American Water Co
800 Hersheypark Dr. Hershey, Pa 17033

Grantee or Attorney

BOOK PAGE

094 S 0447

REV-183 EX (9-86)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name	Telephone Number:
Michael D. Klein, Esq., Corporate Secretary	Area Code (717) 533-5000

Street Address	City	State	Zip Code
Pennsylvania-American Water Company 800 West Hersheypark Drive	Hershey	PA	17033

B TRANSFER DATA

Date of Acceptance of Document: December 30, 1986

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
Riverton Consolidated Water Company	Keystone Water Company
Street Address	**Street Address**
800 West Hersheypark Drive	800 West Hersheypark Drive
City / State / Zip Code	**City / State / Zip Code**
Hershey / PA / 17033	Hershey / PA / 17033

C PROPERTY LOCATION

Street Address	City, Township, Borough
various locations	Fairview Township

County	School District	Tax Parcel Number
York	West Shore	

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
N/A	+ N/A	= N/A
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Fair Market Value**
N/A	× N/A	= N/A

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
N/A	N/A

2. **Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____.
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- ☐ Corrective deed (Attach copy of the prior deed).
- ☒ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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
Michael D. Klein	1-28-87

(SEE REVERSE)

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of February 28, 1986, between KEYSTONE WATER COMPANY, a Pennsylvania corporation ("Keystone") and RIVERTON CONSOLIDATED WATER COMPANY, a Pennsylvania corporation ("Riverton").

The Boards of Directors of Keystone and Riverton deeming it to be advantageous to their respective corporations and their stockholders, have duly approved this Agreement and its execution. Accordingly, the parties hereto agree as follows:

1. Merger. Riverton shall merge into Keystone (the "Merger") pursuant to provisions of the Pennsylvania Business Corporation Law (Act of May 5, 1933, P.L. 364, as amended) (the "BCL") on the terms and subject to the conditions and requirements hereinafter stated. The separate existence of Riverton shall cease and Keystone shall be the surviving corporation and shall continue its existence under Pennsylvania law. Without limitation upon the effect of the Merger as provided by law, all the rights, powers, privileges, franchises and property, real, personal and mixed, of Riverton shall be transferred to and vested in Keystone without any further act or deed or any order or decree of any court or other tribunal.

2. Name. Upon the Merger becoming effective, the name of the surviving corporation shall be changed to "Pennsylvania American Water Company."

3. Directors and Officers. Upon the Merger becoming effective, the Board of Directors of the surviving corporation shall consist of seven persons who shall be the persons who were members of the Board of Directors of Keystone and Riverton immediately prior to the Merger. The respective terms of office of such persons shall expire on the dates that their terms of office as directors of Keystone and Riverton were to expire. The officers of Keystone and Riverton at the time the Merger becomes effective shall hold the same offices in the surviving corporation. The names of the directors and officers of the surviving corporation are as follows. Their address is 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

Name	Office(s)
J. James Barr	Director
W. K. Gemmill	Director
G. W. Johnstone	Director
J. V. LaFrankie	Director
Marilyn W. Lewis	Director
L. D. Mellendorf	Director
G. C. Smith	Director and President

Richard D. Hugus	Vice President and Treasurer
J. C. Downs	Vice President
M. D. Klein	Secretary
E. J. Patterson, Jr.	Assistant Secretary
E. A. Owens	Assistant Treasurer
R. W. Freeston	Comptroller
P. A. Mecca	Assistant Comptroller

4. Conversion of Stock. Upon the merger becoming effective:

(a) The total number of shares of the Common Stock of Riverton, par value $50.00 per share ("Riverton Common Stock"), issued and outstanding immediately prior to the Merger, shall, without any action on the part of the holder thereof, become and be converted into 95,001 shares of Keystone Common Stock, no par value, and outstanding certificates representing shares of Riverton Common Stock shall be exchanged by the holder thereof, after the Merger becomes effective, for a new certificate for the appropriate number of shares bearing the name of the surviving corporation;

(b) Each share of Preferred Stock, par value $100.00 per share, of Keystone ("Preferred Stock"), and each share of Preference Stock, par value $100.00 per share, of Keystone ("Preference Stock"), issued and outstanding immediately prior to the Merger shall be and shall continue to be one share of Preferred Stock or Preference Stock, as the case may be, of the surviving corporation;

(c) Each share of Preferred Stock, par value $100.00 per share, of Riverton issued and outstanding immediately prior to the merger shall, without any action on the part of the holder thereof, become and be converted into preferred shares of Keystone Preferred Stock, $100 par value per share, and shall continue to be one share of Preferred Stock of the surviving corporation.

(d) All authorized shares of Keystone Preferred Stock and Preference Stock shall continue to be authorized after the Merger; and

(e) After the Merger the surviving corporation will not have any authorized class of shares ranking prior to or on a parity with the Preferred Stock or the Preference Stock, except such as were authorized immediately preceding the Merger.

5. Dissenters' Rights. The rights and remedies of a dissenting stockholder under Sections 1515 and 1908 of the BCL shall be afforded to any holder of Keystone Common Stock, Preferred Stock or Preference Stock and Riverton Common Stock or Preferred Stock who objects to this Agreement and who takes the steps necessary to perfect his rights. Keystone and Riverton will make whatever payments are to be made to such dissenting stockholders in the exercise of such rights.

6. Conditions Precedent. The Merger shall take place only if:

(a) The Pennsylvania Public Utility Commission issues a certificate of public convenience approving the transactions contemplated by this Agreement and all other requirements prescribed by law are satisfied; and

(b) This Agreement is approved by (i) the holders of a majority of the outstanding Keystone Preferred Stock, Preference Stock and Keystone Common Stock entitled to vote on the Merger, taken together, and (ii) the holders of a majority of the outstanding Riverton Preferred and Common Stock entitled to vote on the merger, taken together.

7. Modification and Termination. Notwithstanding the fact that the conditions set forth in paragraph 6 hereof may have been satisfied, at any time before the Merger becomes effective, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Keystone and Riverton; (b) this Agreement may be terminated by the Board of Directors of Keystone if because of the number of shares of Keystone Common Stock, Preferred Stock and Preference Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect; and (c) this Agreement may be terminated by the Board of Directors of Riverton if because of the number of shares of Riverton Common Stock or Preferred Stock exercising dissenters' rights or for any other reason it shall appear that the consummation of the Agreement would be inadvisable, in which event this Agreement shall be void and of no further effect.

8. Effective Date. The Merger shall take effect upon the approval of this Agreement by the Pennsylvania Department of State evidenced by the issuance of a certificate of merger.

Executed as of the day and year first above written.

ATTEST:

M D Klein
Secretary

KEYSTONE WATER COMPANY

By: [signature]
~~Vice~~ President

[Corporate Seal]

ATTEST:

M D Klein
Secretary

RIVERTON CONSOLIDATED WATER COMPANY

By: [signature]
~~Vice~~ President

[Corporate Seal]

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit I

Breakdown of Estimated Construction Costs (Water and Sewer)

PAW Cost Estimate
Estimated Construction Costs
Project Name: Summitview Terrace
Fairview Twp. File No.
Date: 9/23/25
Prepared by: BAZ

	DATE	AMOUNT
ORIGINAL POSTED SURETY		
APPROVED REDUCTION NO. 1		
APPROVED REDUCTION NO. 2		
PRESENT SURETY		

	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	BONDED AMOUNT	CURRENT QUANTITY REQUESTED FOR RELEASE	CURRENT AMOUNT ($) REQUESTED FOR RELEASE	QUANTITY PREVIOUSLY RELEASED	AUTHORIZED FOR RELEASE
1.	**SANITARY SEWER SYSTEM**								
	36" Steel Casing	LF	$400.00	308	$123,200.00				
	12" PVC (Boring)	LF	$150.00	320	$48,000.00				
	8" PVC gravity	LF	$90.00	6621	$595,890.00		$0.00		
	4" PVC force main	LF	$35.00	1020	$35,700.00		$0.00		
	Std. manhole (4'), 8' ave. depth.	each	$3,500.00	57	$199,500.00		$0.00		
	Std. frame and cover	each	$700.00	57	$39,900.00		$0.00		
	Vacuum Test MH	each	$100.00	57	$5,700.00		$0.00		
	Pump Station (Pump Station, Wet Well, Pad, Elect.)	LS	$170,000.00	1	$170,000.00		$0.00		
	Record drawings	page	$1,000.00	1	$1,000.00		$0.00		
	SAN. SEWER SYS. SUBTOTAL				$1,218,890.00		$0.00		$0.00
2.	**WATER SYSTEM**								
	8" PVC water main	LF	$50.00	5750	$287,500.00		$0.00		
	Fire hydrants (incl. T, valve & pipe)	each	$3,500.00	8	$28,000.00		$0.00		
	Bacteriological testing	LF	$2.00	5750	$11,500.00		$0.00		
	Record drawings	page	$1,000.00	1	$1,000.00		$0.00		
	WATER SYS. SUBTOTAL				$328,000.00		$0.00		$0.00
	TOTAL EST. CONSTRUCTION COSTS				$1,546,890.00		$0.00		$0.00
	TOTAL SURETY REQUIRED (110%)				$1,701,579.00		$0.00		$0.00
	ENGINEERING AND INSPECTION				$50,000.00		$0.00		$0.00
	TOTAL				$1,751,579.00		$0.00		$0.00

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit J

Sewer Line Extension Agreement

WATER FACILITIES LINE EXTENSION AGREEMENT

(“Agreement”)

between

PENNSYLVANIA-AMERICAN WATER COMPANY

and _____

EXHIBITS

Exhibit A – Development Description

Exhibit B – Water Facilities Description

Exhibit C Estimated Construction Cost

Exhibit D – Water Facilities Plan Specifications

Exhibit E – Form: Rights-of-Way and Easements

Exhibit F – Release of Liens

Exhibit G – Sample: American Water Certificate of Insurance

Agreement No. _____

WATER FACILITIES LINE EXTENSION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between **PENNSYLVANIA-AMERICAN WATER COMPANY**, a Pennsylvania corporation with offices at 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055 (hereinafter referred to as the "Company") and _____, with offices at _____, _____, _____ (hereinafter referred to as "Applicant").

W I T N E S S E T H:

WHEREAS, Applicant proposes to construct _____(# of units) in _____ phases known as _____(Development Name)_. This agreement is for Phase _____ and it shall consist of _____(# of units). _____ (Development Name) will be constructed on a parcel located in _____ Township, _____ County, Pennsylvania, all as shown and described on Exhibit A, attached hereto and made a part hereof and hereinafter referred to as "**Development**"; and

WHEREAS, the Company is a public water utility having a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC" or "Commission") for a service area that includes the Development and is following the terms of Section 23 of the Rules and Regulations in its approved water tariff; and

WHEREAS, Applicant desires that the Company furnish water service to the Development pursuant to the terms and conditions contained herein; and

WHEREAS, the Company is willing to furnish public utility water service to and within the Development through a direct connection to its existing water system; and

WHEREAS, to meet the public utility water service needs of the Development, certain water mains and associated appurtenances (hereinafter collectively referred to as the "Water Facilities"), as described on Exhibit B, attached hereto and made a part hereof, must be designed and constructed; and

WHEREAS, Applicant is willing to arrange and pay for the design, construction and installation of the Water Facilities.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals or "Whereas" clauses are incorporated herein by reference.

2. Applicant shall design, construct, and install or cause to be designed, constructed, and installed, at no cost to the Company, the Water Facilities including, but not limited to costs of: engineering, materials, labor, legal matters, water used, transportation, equipment, necessary permits and approvals, testing, disinfection, corrections, preparation of as-built drawings, insurance, and bonds. Said Water Facilities shall consist of water transmission mains, distribution mains, valves, valve boxes, fittings, fire hydrants, street service connections to the property line on each lot shown on Exhibits B, and all other material and equipment. The meter pit shall be furnished by the Applicant and remain the property of the Applicant. The Company shall furnish a water meter per its tariff. If booster pumps and/or storage tanks are required, these facilities shall be administered under a separate agreement. The Applicant agrees that the installation and materials selected for the extension shall conform to the Company's specifications and shall be installed by the Company's pre-qualified contractor that is retained by the Applicant. The Applicant's cost for the design, construction, and installation of said Water Facilities shall be subject to refund pursuant to the provisions of paragraph 14 of this Agreement. Prior to beginning construction, the Applicant shall provide estimated construction costs for the Water Facilities in a manner provided for in Exhibit C. The Company must approve the Applicant's estimated construction costs.

If permits, zoning, or other approvals are required of the Company to complete the construction of the Water Facilities, then the Company, based on its sole determination that it is necessary for the Company to apply for said permit, zoning or other approval, shall sign for and/or apply for such permits, zoning and other approvals as required by the approving authority.

3. ENGINEERING AND INSPECTION FEES: Upon execution of this Agreement, the Applicant shall advance to the Company $_____, the estimated cost of the administration, engineering, inspection, and preparation of as-built drawings including locating the Water Facilities by global position system (GPS) (hereinafter referred to as “E & I”) of the Water Facilities. Upon completion of the installation of the extension, the Company will provide the actual costs of E & I to the Developer. If the advance provided is less than the actual costs, the Developer shall provide the difference between the actual and the advance to the Company within ten (10 days) of notice. In the event that the advance exceeded the actual charges, the Company will refund any excess amount deposited. The Company will not issue refunds where Applicant owes additional E & I Costs to the Company.

4. The Company, at its sole option and cost, reserves the right to "oversize" said Water Facilities. If the Company exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.

5. Applicant shall prepare all applications or other documentation necessary to obtain all requisite permits, zoning and other approvals for the construction of said Water Facilities. Applicant and its contractors shall comply with all conditions imposed in all permits. All plans, specifications, construction, and installation of said Water Facilities shall be in accordance with good utility practices, conform to the specifications contained in Exhibit D, attached hereto and made a part hereof, adhere to the rules, regulations, and requirements of

the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said plans and specifications shall have the written approval of the Company before construction is commenced. Approval by the Company will not be unreasonably withheld or delayed.

6. Applicant acknowledges that it is required to install an approved pressure reducing valve as per the Company specifications if the water pressure exceeds 100 psig. In addition, Applicant agrees that it and/or any successor builder will comply with the Pennsylvania "Plumbing System Lead Ban and Notification Act" and any regulation related to lead-free plumbing enacted by the Pennsylvania Department of Environmental Protection.

7. For Water Facilities constructed under this Agreement, Applicant agrees that no customer owned service line shall be installed and connected to the Water Facilities unless a signed application for water service is on file with the Company. Applicant acknowledges that an application for water service will not be approved by the Company until Applicant provides adequate security and protection for a water meter, or an approved meter vault has been installed and inspected and approved by the Company. Applicant further acknowledges that it and/or a subsequent builder, agent, subcontractor, or assignee who unlawfully connects and activates any water service line, and uses water without complying with the requirements contained in this paragraph 7, may be subject to criminal prosecution for theft of service, as provided for in the Pennsylvania Criminal Code.

8. Applicant shall comply with the inspection and testing requirements of the Company for said Water Facilities, which requirements shall be reasonable and shall not cause Applicant unwarranted delays in the ordinary course of construction. Applicant shall provide the Company with not less than 24-hour notice when the Water Facilities are ready for inspection and testing, and the Company shall inspect promptly after being so notified. Applicant shall be responsible for payment of all water used in the water main testing and construction. In addition,

Applicant shall be responsible for the payment of any disinfection that is necessary. The Company specifically reserves the right to withhold acceptance of said Water Facilities unless said facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to the Company upon inspection and testing. Upon request by the Company, Applicant agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship made subsequent to its inspection and for two (2) years following the Company's written acceptance of said Water Facilities. Nothing herein shall relieve or limit Applicant's responsibility and liability for construction and installation of said Water Facilities in accordance with the terms of this Agreement.

9. In consideration of the Company's commitment to provide potable water service to the Development and in accordance with the Company's approved tariff, all materials installed, facilities constructed, and equipment provided, through the efforts of the Applicant, in connection with construction of the Water Facilities, under this Agreement, and placed in service shall become the sole property of the Company as installed, and full legal and equitable title thereto shall be then vested in the Company, free and clear of all liens, without the requirement of any written document of transfer to the Company. However, Applicant agrees to execute or cause to be executed promptly such documents as the Company may request to evidence good and merchantable title to said Water Facilities free and clear of all liens. All risk of loss shall be with Applicant until written acceptance of said Water Facilities, or any portions thereof, by the Company. Thereafter, risk of loss shall be with the Company. Applicant shall repair or cause to be repaired promptly, at no cost to the Company, all damage to the Water Facilities caused by construction operations within the Development until all Development construction for the Applicant has been completed. After the Company has placed in service and accepted in writing the Water Facilities, it will maintain, repair, and replace the Water Facilities as needed subject to the warranty provisions of the Agreement.

10. Applicant shall, at no cost to the Company, grant or cause to be granted to the Company perpetual rights-of-way and easements for said Water Facilities in the form contained in Exhibit E attached hereto and made a part hereof. These rights-of-way and easements shall be provided to the Company at time of execution of this Agreement. Upon execution of the rights-of-way or easements, the Company will return the document(s) to the Applicant. The Applicant shall record the document(s) with the County's Recorder of Deeds and return one copy of the recorded document to the Company.

It shall be the obligation of the Applicant to furnish an executed private or public fire hydrant agreement, when required, at the time of execution of this Agreement.

11. Applicant at the request of the Company, shall have its Water Facilities contractor execute a Stipulation Waiver of Right to File Liens as shown on Exhibit F. This stipulation, if required, shall be provided to the Company at time of execution of this Agreement.

12. Applicant shall, within sixty (60) days of acceptance of the Water Facilities by the Company, furnish the Company with the following:

Copies of all bills, invoices, and other statements of expenses incurred by Applicant (or others), covering all of the costs of materials, equipment, engineering, supplies, construction, and installation of the Water Facilities evidencing Applicant's amount of payments to all contractors, subcontractors, vendors for all materials, equipment, supplies, labor, and other costs of construction of the Water Facilities.

13. It is mutually understood and agreed that the charges for water service to the residents of the Development shall be at the applicable rates of the Company on file with the PUC, which rates are subject to change from time to time upon application of the Company and as approved by the PUC.

14. The cost of design, construction, and installation of the Water facilities, as evidenced by invoices furnished in paragraph 12, shall be advances in aid of construction

subject to refunds by the Company to Applicant. The Company hereby agrees to refund to the Applicant, during the period of ten years from the execution date of this Agreement, a per customer refund amount for each additional customer for whom a street service connection shall be directly connected to the Water Facilities. The per customer refund, for a residential customer, shall be determined as follows: for each street service connection made for a residential customer, the refund will be three times the average annual revenue of a residential customer. The average annual revenue for residential customers will be based upon the calculation set forth in the Company's last approved base rate case. The refund per residential customer will be $_____. For non-residential customers, the refund shall be equal to the actual revenue the Company receives for the first twelve months of water sales to that specific customer.

In order to be entitled to refunds, Applicant must be in compliance with the terms and conditions of this Water Facilities Line Extension Agreement. The Company may refuse to provide earned refunds where Applicant owes additional dollars to the Company for the project in this Agreement or any other Water Facilities Extension Agreement. Notwithstanding the foregoing, however, the total amount refunded shall not exceed the final construction costs of the Water Facilities. The Applicant may request refunds per Paragraph 14, once in each calendar quarter, furnishing the Company, at such time, a listing of additional customers. However, the failure on the part of the Applicant to make such a request shall not constitute a waiver of any rights hereunder to relieve the Company of the obligation to make refunds with reasonable promptness.

15. Prior to the commencement of construction of the Water Facilities, Applicant's contractor, having responsibility for the installation of the Water Facilities, shall furnish the Company with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:

(i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.

(ii) Comprehensive general liability insurance, including operations and protective liability coverage, with limits of not less than Ten Million Dollars ($10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. PENNSYLVANIA-AMERICAN WATER COMPANY shall be named an additional insured under this policy.

(iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of $1,000,000, in connection with the work contemplated by this Agreement.

(iv) All other coverage and Waiver of Subrogation as set forth in the attached Exhibit G American Water Certificate of Insurance Sample.

16. Applicant agrees that it will not request water service to the Development and service will not be provided prior to acceptance of the Water Facilities by the Company.

17. The Company will endeavor to maintain satisfactory and continuous service, but does not guarantee a continuous supply of water service. The Company shall not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service, or any claims arising under or out of this Agreement caused by Acts of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, delay in receiving shipments of required

material, order of any court or judge granted in any bona fide adverse legal proceedings or actions, or any order of any commission or tribunal having jurisdiction in the premises; or, without limitation by preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in the Company's water production, storage, transmission, or distribution facilities.

18. Applicant hereby agrees to hold and save the Company harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which the Company shall or may, at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of the Applicant, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Applicant hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Applicant, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of the Company or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 18, Applicant will assume the Company’s defense at Applicant’s expense and will pay all final judgments rendered thereon.

19. Applicant shall prepare and submit to the Company all necessary data, redlined drawings, and electronic drawings within ninety days after acceptance of Water Facilities. The record drawings files shall conform to the Company’s AutoCAD standards, a coordinate correct AutoCAD format using PA State Plane coordinate system South, NAD83, U.S., ft. Field data information, sketches, working drawings, if applicable, provided by the Company are to be incorporated into the record drawings. The record drawings shall include all of the above and below grade changes from the original design drawings. Changes made to reflect the "as-installed" conditions shall be made in the same level of detail and to the same degree of drafting

quality as the original design drawings. The consultant shall submit three (3) hard copies of the record drawings. Record drawings will be in the PA State Plane coordinate system South, NAD 83, U.S., ft. X, Y, and Z coordinates are required in an Excel format. The locations, by reference to fixed objects which will not be obscured by storm or snow, and respective sizes of all Water Facilities must be shown. As-Built Drawings and AutoCAD files are to be provided indicating the location of the main and permanent site features, including field sketches of main line valves, fittings, service valves by lot number, hydrant valves, and appurtenances thereto and also, indicating the location of any easements. Water pipeline markers are to be installed in rights-of-way area along water main at each valve location. All measurements must be taken from permanent structures. The Company will verify the Applicant's as-builts using GPS.

20. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

21. Communications hereunder shall be sent to Applicant, addressed as follows:

_____

_____

_____

_____

or to such other address as Applicant may advise the Company in writing, and to the Company at:

PENNSYLVANIA-AMERICAN WATER COMPANY

_____

_____

or to such other address as the Company may advise Applicant in writing.

22. It is agreed that the Company is not an agent of Applicant and shall not incur any

costs or expenses on behalf of Applicant, and that Applicant is not an agent of the Company and shall not incur any costs or expenses on behalf of the Company.

23. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

24. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related. There are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties in order to be enforceable.

25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. However, Applicant shall not assign its rights, obligations, and interests in this Agreement without prior written notice to and the written approval from the Company. Such approval shall not be unreasonably withheld. The provisions of this Agreement concerning refunds shall not require the Company to allocate the refund to more than one assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

THE COMPANY:
PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____
Name: _____
Title: _____

APPLICANT:

_____
By: _____
Name:_____
Title: _____

Exhibit A
Development Description

Exhibit B
Water Facilities Description

Exhibit C
Estimated Construction Cost

Exhibit D
Water Facilities Plan Specifications

Exhibit E
Form: Rights-of-Way and Easements

Exhibit F
Stipulation Waiver of Right to File Lien

Not Required

Exhibit G
Sample: American Water Certificate of Insurance

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit K

Certified Engineer Verification from Aaron M. Navarro from ‘
Landworks Civil Design, LLC

LANDWORKS CIVIL DESIGN, LLC
www.landworkscd.com
(866) LNDWRKS

PENNSYLVANIA AMERICAN WATER COMPANY
CERTIFICATION LETTER – COMPLIANCE WITH 52 PA CODE §65.17 & §65.18
FOR
SUMMIT VIEW TERRACE
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

February 25, 2026

Pennsylvania American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Re: Loxas, LLC
Summit View Terrace
Pleasant View Road
Fairview Township, York Co, PA

To Whom It May Concern:

On behalf of Loxas, LLC and Landworks Civil Design, LLC, this letter serves to certify that the proposed water and sewer mains associated with Summit View Terrace project and the approved Final Subdivision / Land Development Plans will be designed and constructed in full compliance with the applicable requirements of:

- **52 Pennsylvania Code §65.17 – Standards of Design and**
- **52 Pennsylvania Code §65.18 – Standards of Construction**

All materials, workmanship, installation practices, and inspection procedures will conform to Pennsylvania Public Utility Commission (PUC) regulations, Pennsylvania American Water standards, and all other governing federal, state, and local requirements. The construction will also follow industry-accepted engineering and safety practices to ensure system reliability, maintainability, and long-term performance.

We will coordinate with Pennsylvania American Water throughout the design and construction process and provide any required documentation, plans, testing results, or certifications you may request.

Sincerely,
LANDWORKS CIVIL DESIGN, LLC

Aaron M. Navarro
Principal/Partner

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit L

Fairview North WWTP Chapter 94 Report

PENNSYLVANIA
AMERICAN WATER

CHAPTER 94 MUNICIPAL

WASTELOAD MANAGEMENT REPORT

PENNSYLVANIA AMERICAN WATER

FAIRVIEW NORTH WASTEWATER TREATMENT PLANT AND

COLLECTION SYSTEM

YORK COUNTY

NPDES: PA0081868

OPERATING YEAR: 2024

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT ANNUAL REPORT

For Calendar Year: 2024

☒ Permittee is owner and/or operator of a POTW or other sewage treatment facility
☐ Permittee is owner and/or operator of a collection system tributary to a POTW not owned/operated by permittee

GENERAL INFORMATION

Permittee Name:	**Pennsylvania American Water**	Permit No.:	**PA0081868**
Mailing Address:	**852 Wesley Drive**	Effective Date:	**Febuary 1, 2022**
City, State, Zip:	**Mechanicsburg, PA 17055**	Expiration Date:	**January 31, 2027**
Contact Person:	**Stephen DeFriece**	Renewal Due Date:	**August 4, 2026**
Title:	**Project Manager**	Municipality:	**Fairview Township North**
Phone:	**(717) 550-1608**	County:	**York**
Email:	**Stephen.DeFriece@amwater.com**	Consultant Name:	**N/A**

CHAPTER 94 REPORT COMPONENTS

1. Attach to this report a line graph depicting the monthly average flows (expressed in MGD) for each month for the past 5 years and projecting the flows for the next 5 years. The graph must also include a line depicting the hydraulic design capacity per the WQM permit. (25 Pa. Code § 94.12(a)(1))

   Check the appropriate boxes:
   ☒ Line graph for flows attached (**Attachment 2**)
   ☒ DEP Chapter 94 Spreadsheet used (**Attachment 1**)
   ☐ Section 1 is not applicable (report is for a collection system).

2. Attach to this report a line graph depicting the monthly average organic loads (express as lbs BOD5/day) for each month for the past 5 years and projecting the organic loads for the next 5 years. The graph must also include a line depicting the organic design capacity of the treatment plant per the WQM permit. (25 Pa. Code § 94.12(a)(2))

   Check the appropriate boxes:
   ☒ Line graph for organic loads attached (**Attachment 3**)
   ☒ DEP Chapter 94 Spreadsheet used (**Attachment 1**)
   ☐ Section 2 is not applicable (report is for a collection system).

3. If the DEP Chapter 94 Spreadsheet was not used to determine projections, discuss the basis for the hydraulic and organic projections. In all cases, include a description of the time needed to expand the plant to meet the load projections, if necessary, and data used to support the projections should be included in an appendix to this report. (25 Pa. Code § 94.12(a)(3))

   Projections based on developer and Township agreements for future growth.

4. Attach a map showing all sewer extensions constructed within the past calendar year, sewer extensions approved or exempted in the past year in accordance with Act 537 and Chapter 71, but not yet constructed, and all known proposed projects which require public sewers but are in the preliminary planning stages. The map must be accompanied by a list summarizing each extension or project and the population to be served by the extension or project. If a sewer extension approval or proposed project includes schedules describing how the project will be completed over time, the listing should include that information and the effect this build-out-rate will have on populations served. (25 Pa. Code § 94.12(a)(4))

Check the appropriate boxes:

- ☐ Map showing sewer extensions constructed, approved/exempted but not yet constructed, and proposed projects attached (**Attachment**)
- ☐ List summarizing each extension or project attached (**Attachment**)
- ☐ Schedules describing how each project will be completed over time and effects attached (**Attachment**)

Comments:

Not Applicable

5. Discuss the permittee's program for sewer system monitoring, maintenance, repair and rehabilitation, including routine and special activities, personnel and equipment used, sampling frequency, quality assurance, data analyses, infiltration/inflow monitoring, and, where applicable, maintenance and control of combined sewer regulators during the past year. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(5))

See report narrative.

6. Discuss the condition of the sewer system including portions of the system where conveyance capacity is being exceeded or will be exceeded in the next 5 years and portions where rehabilitation or cleaning is needed or is underway to maintain the integrity of the system and prevent or eliminate bypassing, CSOs, SSOs, excessive infiltration and other system problems. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(6))

Check the appropriate boxes:

- ☐ System experienced capacity-related bypassing, SSOs or surcharging during the report year. On a separate sheet, list the date, location, and reason for each bypass, SSO or surcharge event.
- ☒ System did not experience capacity-related bypassing, SSOs or surcharging during the report year.

Comments:

See report narrative.

7. Attach a discussion on the condition of sewage pumping (pump) stations. Include a comparison of the maximum pumping rate with present maximum flows and the projected 2-year maximum flows for each station. (25 Pa. Code § 94.12(a)(7))

Check the appropriate boxes:

- ☐ The collection system does not contain pump stations
- ☒ The collection system does contain pump stations (Number – **11**)
- ☐ Discussion of condition of each pump station attached (**Attachment**)

8. If the sewage collection system receives industrial wastes (i.e., non-sanitary wastes), attach a report with the information listed below. (25 Pa. Code § 94.12(a)(8))

a. A copy of any ordinance or regulation governing industrial waste discharges to the sewer system or a copy of amendments adopted since the initial submission of the ordinance or regulation under Chapter 94, if it has not previously been submitted.

b. A discussion of the permittee's or municipality's program for surveillance and monitoring of industrial waste discharges into the sewer system during the past year.

c. A discussion of specific problems in the sewer system or at the plant, known or suspected to be caused by industrial waste discharges and a summary of the steps being taken to alleviate or eliminate the problems. The discussion shall include a list of industries known to be discharging wastes which create problems in the plant or in the sewer system and action taken to eliminate the problem or prevent its recurrence. The report may describe pollution prevention techniques in the summary of steps taken to alleviate current problems caused by industrial waste dischargers and in actions taken to eliminate or prevent potential or recurring problems caused by industrial waste dischargers.

Check the appropriate boxes:

- ☐ Industrial waste report as described in 8 a., b. and c. attached (**Attachment**)
- ☐ Industrial pretreatment report as required in an NPDES permit attached (**Attachment**)

9. Existing or Projected Overload.

Check the appropriate boxes:

- ☐ This report demonstrates an existing hydraulic overload condition.
- ☐ This report demonstrates a projected hydraulic overload condition.
- ☐ This report demonstrates an existing organic overload condition.
- ☐ This report demonstrates a projected organic overload condition.

If one or more boxes above have been checked, attach a Corrective Action Plan (CAP) to reduce or eliminate present or projected overloaded conditions under §§ 94.21 and/or 94.22 (relating to existing overload and projected overload). (25 Pa. Code § 94.12(a)(9))

- ☐ Corrective Action Plan attached (**Attachment**)

10. Where required by the NPDES permit, attach a Sewage Sludge Management inventory that demonstrates a mass balance of solids coming in and leaving the facility over the previous calendar year.

- ☒ Sewage Sludge Management Inventory attached (**Attachment 5**)

11. For facilities with CSOs and where required by the NPDES permit, attach an Annual CSO Report (including satellite combined sewer systems).

☐ Annual CSO Report attached (**Attachment**)

12. For POTWs, attach a calibration report documenting that flow measuring, indicating and recording equipment has been calibrated annually. (25 Pa. Code § 94.13(b))

☒ Flow calibration report attached (**Attachment 4**)

RESPONSIBLE OFFICIAL CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Anthony Nokovich V.P Engineering
Name of Responsible Official

Anthony Nokovich (Mar 26, 2025 13:11 EDT)
Signature

717-550-1520
Telephone No.

03/26/2025
Date

PREPARER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or otherwise under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Stephen A. DeFriece
Name of Preparer

Stephen DeFriece
Signature

(717) 550-1608
Telephone No.

3/26/2024
Date

PENNSYLVANIA
AMERICAN WATER

CHAPTER 94 MUNICIPAL
WASTELOAD MANAGEMENT REPORT
PENNSYLVANIA AMERICAN WATER
FAIRVIEW NORTH WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM
YORK COUNTY
NPDES: PA0081868
OPERATING YEAR: 2024

Permitee Signature: _____

Jon Prawdzik, Sr. Manager, Central PA Operations
Pennsylvania – American Water Company

Report Preparer Signature: Stephen DeFriece

Stephen DeFriece – Engineering Project Manager
Pennsylvania – American Water Company

Introduction

As required by Chapter 94, Municipal Wasteload Management, Title 25 Rules and Regulations, of the Department of Environmental Protection (DEP), this report has been prepared to summarize the hydraulic and organic loadings of the Fairview North Wastewater Treatment Facility and to assess the current and future planning needs of the wastewater collection and treatment systems.

In December 2015, Pennsylvania-American Water Company (PAWC) acquired the wastewater system and facilities from Fairview Township, York County, Pennsylvania.

The Fairview North Wastewater Treatment Plant (WWTP) which operates under DEP National Pollutant Discharge Elimination System (NPDES) Permit No. PA0081868 has the permitted and designed average wastewater flow and average organic loading capacities of 1.206 MGD (average annual flow), and 1,740 pounds BOD5 per day. The WWTP was constructed in 1965 with upgrades in 1992, and again in 2013. Improvements to the wastewater treatment plant built in 2013 consisted of a new headworks building, screening, and replacing chlorine disinfection with UV disinfection.

Treatment unit processes include preliminary screening, extended aeration-activated sludge, final clarification, and ultraviolet disinfection. The treated and disinfected wastewater is discharged to the Susquehanna River.

All liquid sludge for 2024 was transported to PAWC's New Cumberland WWTP where the sludge is blended in an aerobic digester/storage tank before dewatering and ultimate disposal at the Modern Landfill in Lower Windsor and Windsor Townships, York County under DEP Permit No. 100113. During 2024, approximately 698,150 gallons of liquid sludge at an average percent Total Solids content of 1.00% from the Fairview North WWTP was transported to the Fairview South WWTP and New Cumberland WWTP for dewatering and offsite disposal. Further details are provided in the "Sludge Management" section.

The collection and conveyance system includes interceptor and sewer mains ranging from 8 to 12 inches in diameter and eleven (11) pump stations. A detailed description of the pump stations can be found in the "Sewage Pumping Stations" section.

Sewage Pumping Stations

PAWC owns and operates eleven (11) pump stations in the Fairview North Sewer Service Area. Each pump station has two (2) pumps and a device that records pump operating (run) time. The rated capacities are determined by assuming one pump is in standby mode, in conformance with DEP guidelines. The maximum capacity of each pump station is generally expected to be less than the combined individual capacity of the two (2) pumps. Data for each of the pump stations is provided in Table 1.

The daily average and maximum month flow from the Pin Oak Pump Station were estimated based on pump run times and rated capacities. The remaining 10 Pump Stations are equipped with flow meters and are based on actual monthly gallons pumped. A peaking factor was used to determine the

Maximum and projected 2-year maximum flows.

Projected Max Monthly Flow= (Peaking factor * Max Monthly Flow, GPD) + 5%

The Peaking factor ("Max : Avg Ratio")= 3mo. Avg GPD / Daily avg Flow GPD

Maximum month flows through 2026 are projected to increase by 5% since only minimal growth is anticipated in the collection system tributary to these pump stations. As the data indicates in Table 1, the pump stations are not currently hydraulically overloaded or anticipated to be overloaded within the next 2 years.

Normal preventative maintenance and repairs of the Pump Stations are performed on a needed basis during the year and are in good condition.

Table 1. Pump Station Data

Pump Station	Rated Capacity	3MO,MAX AVG GPD	2024 Average Daily Flow, GPD	Peaking Factor Max : Avg Ratio	2024 Max. Month Flow, GPD	2027 Projected Max. Month Flow, GPD[1]
1. Ann Drive	55 GPM 79,200 GPD	3,022	2,890	1.05	3,280	3,444
2. Meadowbrook Ave	340 GPM 489,600 GPD	192,036	154,708	1.24	273,354	287,022
3. Springers Lane	55 GPM 79,200 GPD	3,039	2,662	1.14	6,094	6,339
4. Tall Oaks	100 GPM 144,000 GPD	2,916	2,729	1.07	3,221	3,382
5. Pine Tree	200 GPM 288,000 GPD	9,346	8,790	1.06	10,408	10,929
6. Spanglers Mill North	167 GPM 240,500 GPD	23,619	21,096	1.12	29,235	30,697
7. Spanglers Mill South	450 GPM 648,000 GPD	35,112	31,641	1.11	41,553	43,631
8. Stetler	125 GPM 180,000 GPD	3,186	3,050	1.04	3,557	3,743
9. Old Forge	153 GPM 220,300 GPD	7,336	6,952	1.06	8,008	8,408
10. Corporate Circle	55 GPM 79,200 GPD	1,012	664	1.53	1,731	1,817
11. Pin Oak	210 GPM 302,400 GPD	9,117	8,274	1.11	10,459	10,982

[1] Based on 5% increase.

Sampling & Monitoring

Analysis of the Fairview North WWTP influent, effluent, and sludge was conducted in 2024 by Suburban Testing Labs, DEP ID 06-00208, except for DO, and pH, which are analyzed in-house by plant staff. The sampling frequency is conducted in strict accordance with the NPDES permit guidelines.

Sludge Management

As required by the Fairview North WWTP NPDES Permit, a Sewage Sludge Management Inventory in Table 2 identifies the amount of liquid sludge sent to either the Fairview South WWTP or New Cumberland WWTP in 2024 for dewatering.

Table 2 –Sludge Management Inventory

FAIRVIEW NORTH WWTP 2024 Liquid Biosolids Disposal			
Month	**Gallons**	**%TS**	**Dry Tons**
January	65,500	1.51	4.124
February	58,500	1.59	3.879
March	65,000	1.34	3.632
April	67,500	1.48	4.166
May	69,000	1.66	4.776
June	65,000	1.54	4.174
July	0	0	0
August	60,750	1.91	4.839
September	54,000	2.12	4.774
October	65,000	1.39	3.768
November	63,900	1.71	4.557
December	64,000	1.40	3.736
Totals	**698,150**		**46**
Average	**58,179**	**1**	**4**

System Condition

The overall condition of the North WWTP collection system reflects its age and materials of construction as the oldest sewer lines contributing flow to the WWTP were constructed in 1965 and are in fair condition. There are no combined sewers in the Fairview North services area.

In 2024 preventative maintenance and repairs were performed on the wastewater treatment facility, and in good overall condition.

Report Data

The data presented in this report was obtained from the 2024 operating records and discharge-monitoring reports (DMRs) prepared by the facility Operator. Data for the previous 5 years of operation was obtained from the Chapter 94 Report.

Flow Metering

The flow is metered on the effluent side by two (2) Siemens Ultra Sonic flow meters (one on each train) and recorded on a totalizer. The flow meters are inspected annually, and the testing and calibration reports are attached to this document as Attachment 4.

Industrial Waste

There are no industrial waste discharges into the Fairview North Wastewater System.

Sewer System Connections and Extensions

In 2024, four (4) new Residential Equivalent Dwelling Units (EDUs) were added to the Fairview North Wastewater Collection System. The total as of December 31, 2024, is 1,548 EDU's. Table 3 provides a breakdown of these EDUs.

Table 3. Breakdown of Sewer System Connections

Type User	Fairview North
Residential	1,292
Commercial	250
Industrial	0
Institutional	6
Totals	1,548

PROPOSED EXTENSIONS			
Development	**EDU's**	**WWTP**	**Status**
Fairview Crossroads	247	North*	Approved
Loaxes Development	274	North*	Preliminary
408 Limekiln Road	1	North*	Approved
PA Turnpike Com.	61	North*	Design
McNaughton /Weaver	339	North*	On Hold
Peacock Farms	235	LATA**	Under Construction
Sienna East	695	LATA**	Under Construction
Green Lane Meadows	208	LATA**	Under Construction
Beacon Hill Hotel	37	LATA**	Design
730 Limekiln	1	LATA**	Design
Total North	922		
Total LATA	1,176		

*Flows convened and treated at PAWC Fairview North WWTP
**Flows convened and treated at Lower Allen TWP WWTP

PROJECTED EDU's						
Development	**WWTP**	**2025**	**2026**	**2027**	**2028**	**2029**
Fairview Crossroads	North	0	0	0	0	10
Loaxes Development	North	0	0	0	0	10
408 Limekiln Road	North	1	0	0	0	0
PA Turnpike Com.	North	0	0	0	0	0
McNaughton /Weaver	North	0	0	0	10	10
Misalliance	North	5	5	5	5	5
Peacock Farms	LATA	0	10	10	10	10
Sienna East	LATA	20	20	20	20	20
Green Lane Meadows	LATA	15	15	15	15	15
Beacon Hill Hotel	LATA	0	0	0	0	37
730 Limekiln	LATA	1	0	1	0	0
Misalliance	LATA	2	2	2	2	2
Total	**NORTH**	**6**	**5**	**5**	**15**	**35**
Total	**LATA**	**38**	**47**	**48**	**47**	**84**

Overload Reduction

The Fairview North Wastewater System shows a moderate levels of hydraulic and organic loading. The following loading sections show that hydraulic or organic overload reduction is not necessary at this time.

Hydraulic Loading

The Fairview North WWTP has a permitted hydraulic capacity of 1.206 million gallons per/day (MGD). The annual average flow for 2024 was 0.358 MGD. Attachment 1 illustrates the results of the calculations for the average hydraulic loading, and the peak three-month hydraulic loading for each of the past five years. In 2024, the peak three-month hydraulic loading to the plant was

0.432 MGD, recorded from March through May. The ratio of peak three-month flow to annual average flow for 2024 is 1.21.

Projection of Hydraulic Loading

The projections for the annual average hydraulic loading and the peak three-month hydraulic loading on the plant for the next five years (2025 to 2029) were based on the average flows from the previous five years and the expected number of new connections to the system over the next five years. The projected value of 211 gpd per EDU was multiplied by the anticipated number of EDUs to be connected to the system in each of the next five years. This value was added to the average of the previous five years' flows to determine the projected hydraulic loading. The future peak three-month flow was calculated by multiplying the projected annual average flow by the average ratio of the maximum three-month average flow to the annual average flow recorded for the previous five years. Based on the projected loadings, the Fairview North WWTP has adequate capacity for the next five years. Attachment 2 shows a graphical representation of the previous five years of flow data with the projected flows through the year 2029.

Inflow and Infiltration

During 2024, PAWC flushed and televised approximately 9,503 LF of sewer lines and performed visual inspections on Manholes and laterals after rain events.

Organic Loading

The design organic capacity of the Fairview North WWTP is 1,740 pounds per day. Attachment 1 presents the organic loading data for the previous 5 years. During 2024, the annual average organic loading to the wastewater treatment plant was 415 pounds per day. The peak organic loading of 658 pounds per day was recorded in March of 2024. The ratio of peak organic loading to annual average loading for 2024 was 1.58.

Projection of Organic Loadings

Organic loading projections for the five-year period from 2025 to 2029 were developed from the average organic load rate over the last five years and the estimated number of new EDU's to be added to the system over the next five years. The five-year average value of 0.213 lbs per EDU was then multiplied by the estimated number of new EDUs to project the additional annual average organic loading on the plant for the next five years. Attachment 3 shows a graphical representation of the previous five years of loading data with the projected loads through 2029.

Chesapeake Bay Tributary Strategy Nutrient Requirements

The Fairview North System is required to meet cumulative annual pollutant loading requirements (cap loads) for total nitrogen (TN) and total phosphorus (TP) to comply with the Chesapeake Bay Tributary Strategy nutrient requirements. The permit conditions for TN and TP are based on the Chesapeake

Bay Agreement, which, among other environmentally beneficial goals, seeks to reduce the nutrient loading to the Bay, thereby enhancing its water quality.

The Pennsylvania-American Water Company must meet the Chesapeake Bay NPDES permit requirements at the Fairview North WWTP effluent discharges. The initial cap loads for the Fairview North WWTP were received from DEP in correspondence dated December 20, 2006, which went into effect in October 2010. Beginning in October 2012, the nutrient cap load limits for the Fairview North WWTP are 14,322 pounds of TN per year and 2,262 pounds of TP per year. For the 2024 Water Year, the Fairview North WWTP had a total net mass of 14,319 lbs of TN and 1,103 lbs of TP. PAWC did not exceed the nutrient cap loads therefore additional credits were not required.

Attachments

Attachment 1 – DEP Chapter 94 Spreadsheet

Attachment 2 – 5-Year Measured and Projected Hydraulic Loads

Attachment 3 – 5-Year Measured and Projected Organic Loads

Attachment 4 – Flow Meter Calibration Certificate

Attachment 5 – Sewage Sludge Management Inventory

Attachment 6 – Service Map

Attachment 1

DEP Chapter 94 Spreadsheet

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PADEP Chapter 94 Spreadsheet
Sewage Treatment Plants

Reporting Year: 2024

Facility Name: Fairview North

Permit No.: PA0081868

Persons/EDU: 2.53

Existing Hydraulic Design Capacity: 1.206 MGD
Upgrade Planned in Next 5 Years? NO **Year:**
Future Hydraulic Design Capacity: MGD

Existing Organic Design Capacity: 1,740 lbs BOD5/day
Upgrade Planned in Next 5 Years? NO **Year:**
Future Organic Design Capacity: lbs BOD5/day

Monthly Average Flows for Past Five Years (MGD)

Month	2020	2021	2022	2023	2024
January	0.304	0.269	0.308	0.37	0.484
February	0.308	0.3	0.352	0.317	0.376
March	0.323	0.337	0.306	0.341	0.433
April	0.339	0.308	0.392	0.356	0.484
May	0.35	0.271	0.453	0.384	0.378
June	0.295	0.286	0.328	0.317	0.329
July	0.267	0.301	0.282	0.366	0.289
August	0.284	0.297	0.262	0.307	0.35
September	0.254	0.511	0.253	0.332	0.312
October	0.249	0.334	0.259	0.314	0.283
November	0.246	0.297	0.267	0.274	0.278
December	0.283	0.261	0.348	0.35	0.305
Annual Avg	0.292	0.314	0.318	0.336	0.358
Max 3-Mo Avg	0.337	0.381	0.391	0.36	0.432
Max : Avg Ratio	1.15	1.21	1.23	1.07	1.21
Existing EDUs	1,508.0	1,532.0	1,537.0	1,544.0	1,548.0
Flow/EDU (GPD)	193.6	205.0	206.9	217.6	231.3
Flow/Capita (GPD)	76.5	81.0	81.8	86.0	91.4
Exist. Overload?	NO	NO	NO	NO	NO

Monthly Average BOD5 Loads for Past Five Years (lbs/day)

Month	2020	2021	2022	2023	2024
January	192	342	279	406	553
February	322	405	276	349	413
March	407	280	267	423	658
April	324	283	291	360	596
May	302	254	313	388	368
June	216	251	353	412	388
July	238	286	210	322	256
August	260	269	266	320	249
September	314	251	328	318	371
October	235	294	405	413	339
November	215	269	410	207	513
December	244	249	329	303	281
Annual Avg	272	286	311	352	415
Max Mo Avg	407	405	410	423	658
Max : Avg Ratio	1.49	1.42	1.32	1.20	1.58
Existing EDUs	1,508	1,532	1,537	1,544	1,548
Load/EDU	0.181	0.187	0.202	0.228	0.268
Load/Capita	0.071	0.074	0.080	0.090	0.106
Exist. Overload?	NO	NO	NO	NO	NO

Projected Flows for Next Five Years (MGD)

	2025	2026	2027	2028	2029
New EDUs	6.0	5.0	5.0	15.0	35.0
New EDU Flow	0.0013	0.0011	0.0011	0.0032	0.0074
Proj. Annual Avg	0.325	0.3261	0.3272	0.3304	0.3378
Proj. Max 3-Mo Avg	0.382	0.383	0.384	0.388	0.397
Proj. Overload?	NO	NO	NO	NO	NO

Projected BOD5 Loads for Next Five Years (lbs/day)

	2025	2026	2027	2028	2029
New EDUs	6	5	5	15	35
New EDU Load	1.279	1.066	1.066	3.197	7.459
Proj. Annual Avg	417	418	419	422	429
Proj. Max Avg	585	586	588	592	603
Proj. Overload?	NO	NO	NO	NO	NO

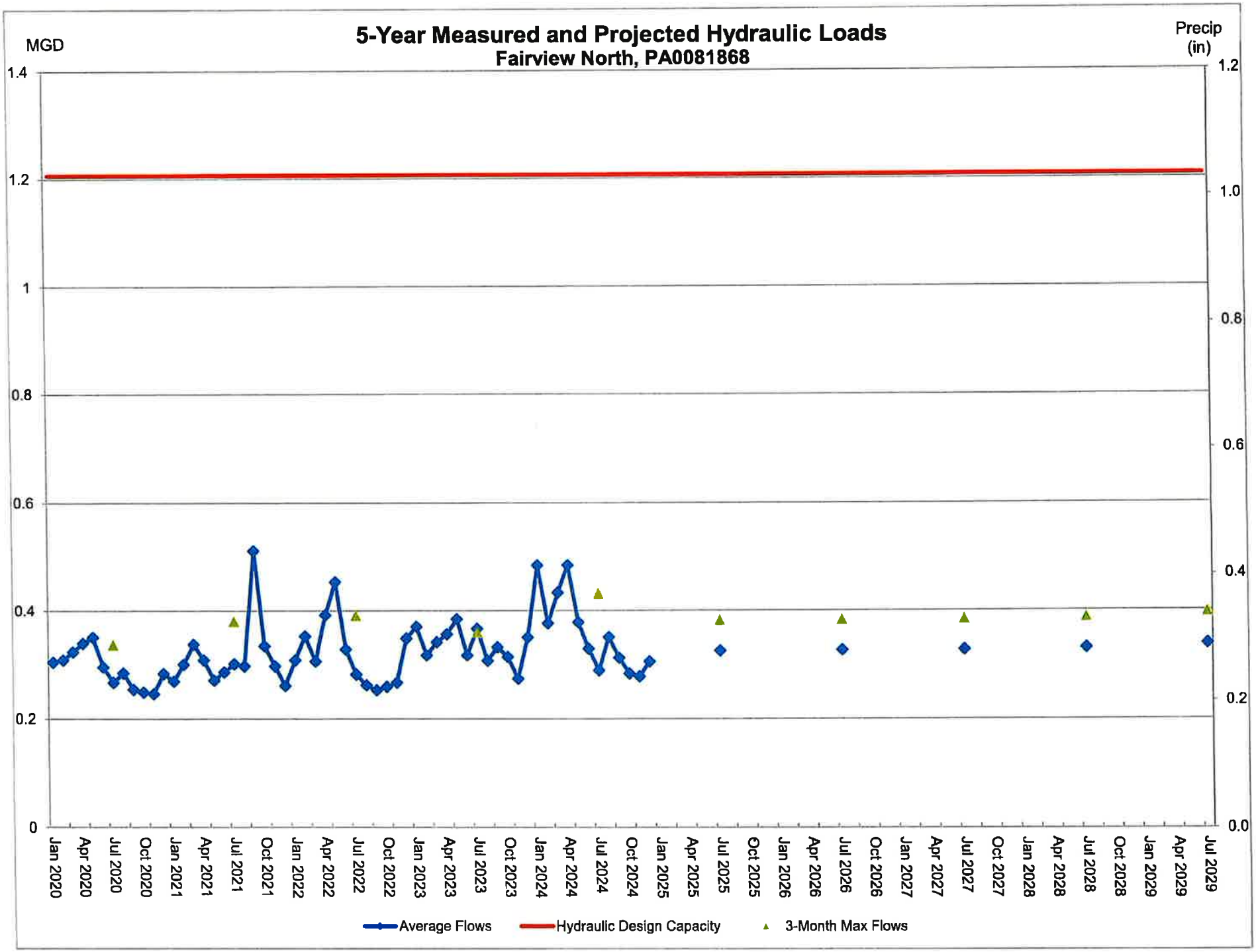
Show Precipitation Data on Hydraulic Graph?

Total Monthly Precipitation for Past Five Years (Inches)

Month	2020	2021	2022	2023	2024
January	2.52	2.18	1.59	2.23	2.7
February	2.81	5.01	2.71	0.95	1.93
March	3.8	2.69	1.23	2.59	3.3
April	4.98	1.92	4.39	4.81	7.42
May	2.68	4.12	4.91	0.46	5.12
June	3.48	3.38	3.06	3.97	2.52
July	0.89	5.78	2.48	4.77	3.89
August	3.46	5.06	2.36	0.34	6.36
September	1.56	9.76	3.53	2.83	2.29
October	3.05	2.86	2.75	1.99	1.4
November	2.79	1.51	2.55	2.3	3.02
December	4.37	0.99	1.21	4.73	3.02

Attachment 2

5-Year Measured and Projected Hydraulic Loads


5-Year Measured and Projected Hydraulic Loads
Fairview North, PA0081868
MGD
Precip (in)
1.4
1.2
1
0.8
0.6
0.4
0.2
0
1.2
1.0
0.8
0.6
0.4
0.2
0.0
Jan 2020
Apr 2020
Jul 2020
Oct 2020
Jan 2021
Apr 2021
Jul 2021
Oct 2021
Jan 2022
Apr 2022
Jul 2022
Oct 2022
Jan 2023
Apr 2023
Jul 2023
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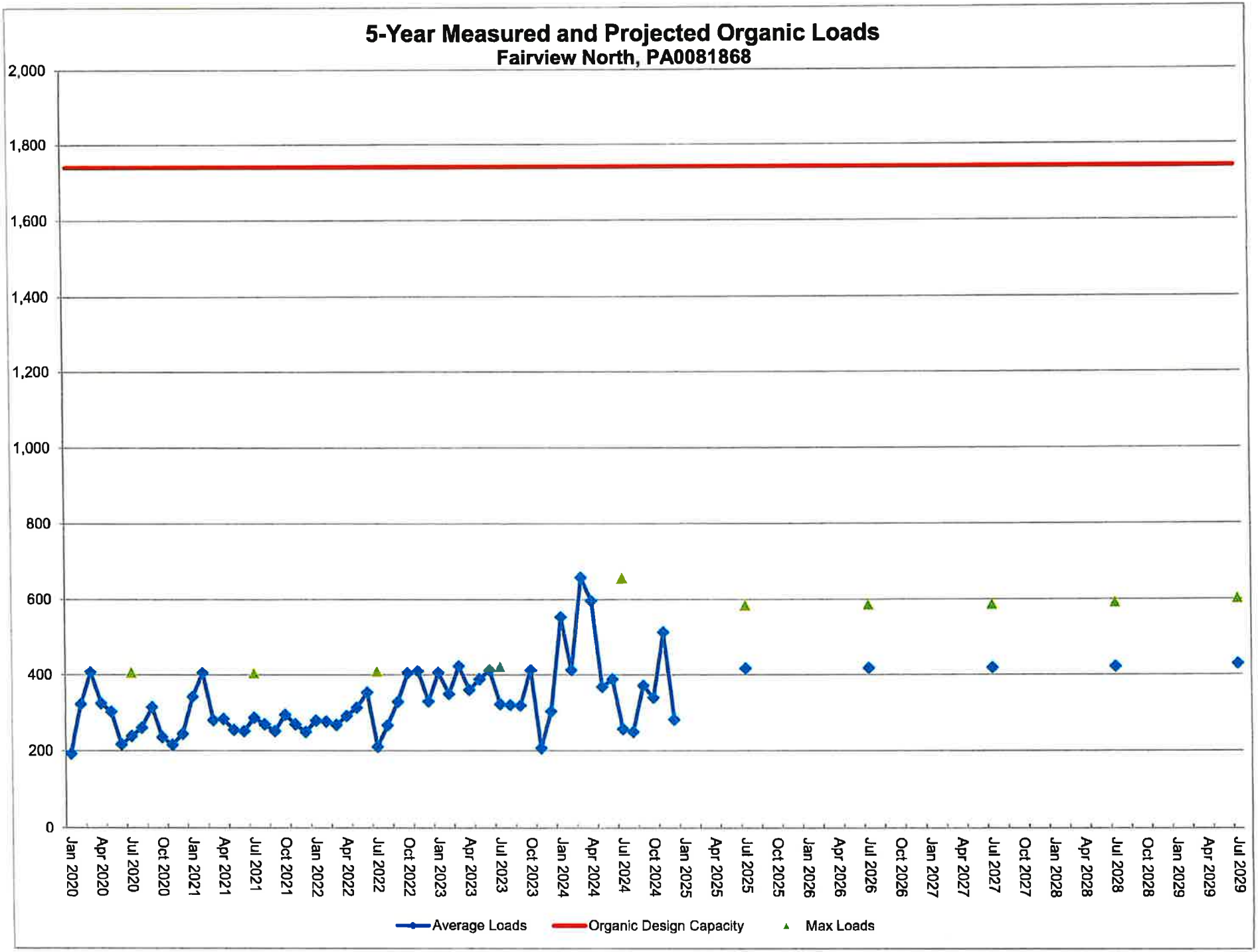
Oct 2027
Jan 2028
Apr 2028
Jul 2028
Oct 2028
Jan 2029
Apr 2029
Jul 2029
Average Flows
Hydraulic Design Capacity
3-Month Max Flows

Attachment 3

5-Year Measured and Projected Organic Loads


5-Year Measured and Projected Organic Loads
Fairview North, PA0081868
2,000
1,800
1,600
1,400
1,200
1,000
800
600
400
200
0
Jan 2020
Apr 2020
Jul 2020
Oct 2020
Jan 2021
Apr 2021
Jul 2021
Oct 2021
Jan 2022
Apr 2022
Jul 2022
Oct 2022
Jan 2023
Apr 2023
Jul 2023
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Jul 2027
Oct 2027
Jan 2028
Apr 2028
Jul 2028
Oct 2028
Jan 2029
Apr 2029
Jul 2029
Average Loads
Organic Design Capacity
Max Loads

Attachment 4

Flow Meter Calibration Certificate

Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89188

Company Name Pennsylvania American Water- Fairview North
57 Fairview Rd
New Cumberland, PA 17070

Instrument ID **FW-003**

Description Old Side Flow Meter
Manufacturer Siemens
Model Number Hydroranger 200
Serial Number PBD/V6180126
Location Fairview North
Building N/A
Department WWTP

Status Active
Temp °F 80
Cal Proc 4.8
Adjusted To Improve No
Calibration Frequency Annual
Calibrated 07/16/2024
Next Due Date 07/31/2025

Calibration Specifications

Group Name GPM- 90 Deg Weir

Test Point	Ref Standard	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	31.7 GPM	+/-1.6	31.1 GPM	P	31.1 GPM	P	-0.6

Calibration Standards Used

Test Instrument ID	Manufacturer	Model Number	Serial Number	Next Cal Date
ISCO	Isco Flow Book	N/A	N/A	
M-003	Komelon	SL2825	N/A	6/30/2025

Equipment listed on this cert is certified in reference to our current work instructions as part of our quality system.

Where applicable and noted calibrations were performed using standards whose calibration is traceable through NIST or another National Metrology Institute to the International System of Units (SI units).

Control Systems 21 utilizes the comparison method of calibration. Results are reviewed, when applicable, and any results exceeding the agreed upon specifications are indicated by red and/or bold print

All results with this certification relate only to the item(s) calibrated. This certificate shall not be reproduced except in full and with written consent of Control Systems 21. Unless otherwise noted all calibrations were performed in the field at the customers location.

Please note: *any number of factors may cause the calibration item to drift out of tolerance before the calibration interval has expired.*

Remarks or Special Requirements:

Calibration Result: Calibration Successful

Calibrated By: Tim Starr

Finalized By: Tim Starr 16 July 2024 9:26:01AM

Control Systems 21
713 Range End Rd. • Dillsburg, PA 17019 • Voice: 717 432-5511 • Fax: 717 432-7550
email@controlsystems21.com

Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89189

Company Name Pennsylvania American Water- Fairview North
57 Fairview Rd
New Cumberland, PA 17070

Instrument ID **FW-001**

Description New Side Flow Meter
Manufacturer Siemens
Model Number Hydroranger 200
Serial Number DBD1F2170063
Location Fairview North
Building N/A
Department WWTP

Status Active
Temp °F 80
Cal Proc 4.8
Adjusted To Improve No
Calibration Frequency Annual
Calibrated 07/16/2024
Next Due Date 07/31/2025

Calibration Specifications

Group Name GPM- 90 Deg Weir

Test Point	Ref Standard	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	38.7 GPM	+1.9/-1.9	37.9 GPM	P	37.9 GPM	P	-0.8

Calibration Standards Used

Test Instrument ID	Manufacturer	Model Number	Serial Number	Next Cal Date
ISCO	Isco Flow Book	N/A	N/A	
M-003	Komelon	SL2825	N/A	6/30/2025

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Please note: *any number of factors may cause the calibration item to drift out of tolerance before the calibration interval has expired.*

Remarks or Special Requirements:

Calibration Result: Calibration Successful

Calibrated By: Tim Starr

Finalized By: Tim Starr 16 July 2024 9:31:21AM

Print Date: 07/16/2024

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email@controlsystems21.com

Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89190

Company Name Pennsylvania American Water- Fairview North
57 Fairview Rd
New Cumberland, PA 17070

Instrument ID **FW-002**

Description New Side Flow Recorder
Manufacturer Honeywell
Model Number Truline
Serial Number 9529Y521879000001
Location Fairview North
Building N/A
Department WWTP

Status Active
Temp °F 70
Cal Proc 4.2
Adjusted To Improve No
Calibration Frequency Annual
Calibrated 07/16/2024
Next Due Date 07/31/2025

Calibration Specifications

Group Name GPM

Test Point	Ref Standard	Expected	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	4.00 mA	0.0 GPM	+/-5.0	0.0 GPM	P	0.0 GPM	P	0.0
2	12.00 mA	500.0 GPM	+/-5.0	500.0 GPM	P	500.0 GPM	P	0.0
3	20.00 mA	1,000.0 GPM	+/-5.0	999.0 GPM	P	999.0 GPM	P	-1.0

Calibration Standards Used

Test Instrument ID	Manufacturer	Model Number	Serial Number	Next Cal Date
738	Fluke	725	2724139	9/30/2024

Equipment listed on this cert is certified in reference to our current work instructions as part of our quality system.

Where applicable and noted calibrations were performed using standards whose calibration is traceable through NIST or another National Metrology Institute to the International System of Units (SI units).

Control Systems 21 utilizes the comparison method of calibration. Results are reviewed, when applicable, and any results exceeding the agreed upon specifications are indicated by red and/or bold print

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Please note: *any number of factors may cause the calibration item to drift out of tolerance before the calibration interval has expired.*

Remarks or Special Requirements:

Calibration Result: Calibration Successful

Calibrated By: Tim Starr

Finalized By: Tim Starr 16 July 2024 9:37:49AM

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Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89191

Company Name Pennsylvania American Water- Fairview North
57 Fairview Rd
New Cumberland, PA 17070

Instrument ID **FW-004**

Description Old Side Flow Recorder
Manufacturer Honeywell
Model Number Truline
Serial Number 9529Y521879000002
Location Fairview North
Building N/A
Department WWTP

Status Active
Temp °F 70
Cal Proc 4.2
Adjusted To Improve No
Calibration Frequency Annual
Calibrated 07/16/2024
Next Due Date 07/31/2025

Calibration Specifications

Group Name GPM

Test Point	Ref Standard	Expected	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	4.00 mA	0.0 GPM	+/-5.0	1.0 GPM	P	1.0 GPM	P	1.0
2	12.00 mA	500.0 GPM	+/-5.0	499.0 GPM	P	499.0 GPM	P	-1.0
3	20.00 mA	1,000.0 GPM	+/-5.0	998.0 GPM	P	998.0 GPM	P	-2.0

Calibration Standards Used

Test Instrument ID	Manufacturer	Model Number	Serial Number	Next Cal Date
738	Fluke	725	2724139	9/30/2024

Equipment listed on this cert is certified in reference to our current work instructions as part of our quality system.

Where applicable and noted calibrations were performed using standards whose calibration is traceable through NIST or another National Metrology Institute to the International System of Units (SI units).

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Please note: *any number of factors may cause the calibration item to drift out of tolerance before the calibration interval has expired.*

Remarks or Special Requirements:

Calibration Result: Calibration Successful

Calibrated By: Tim Starr

Finalized By: Tim Starr 16 July 2024 9:42:04AM

Print Date: 07/16/2024

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email@controlsystems21.com

Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89192

Company Name Pennsylvania American Water- Fairview North
57 Fairview Rd
New Cumberland, PA 17070

Instrument ID **FW-005**

Description PLC Display
Manufacturer N/A
Model Number N/A
Serial Number N/A
Location Fairview North
Building N/A
Department WWTP

Status Active
Temp °F 70
Cal Proc 4.2
Adjusted To Improve No
Calibration Frequency Annual
Calibrated 07/16/2024
Next Due Date 07/31/2025

Calibration Specifications

Group Name New Side Flow

Test Point	Ref Standard	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	0.0 GPM	+/-5.0	3.2 GPM	P	3.2 GPM	P	3.2
2	500.0 GPM	+/-5.0	502.7 GPM	P	502.7 GPM	P	2.7
3	1,000.0 GPM	+/-5.0	1,001.9 GPM	P	1,001.9 GPM	P	1.9

Group Name Old Side Flow

Test Point	Ref Standard	Tol	UUT As Found	P/F	UUT As Left	P/F	Dev
1	0.0 GPM	+/-5.0	0.0 GPM	P	0.0 GPM	P	0.0
2	500.0 GPM	+/-5.0	498.9 GPM	P	498.9 GPM	P	-1.1
3	1,000.0 GPM	+/-5.0	999.7 GPM	P	999.7 GPM	P	-0.3

Calibration Standards Used

Test Instrument ID	Manufacturer	Model Number	Serial Number	Next Cal Date
738	Fluke	725	2724139	9/30/2024

Equipment listed on this cert is certified in reference to our current work instructions as part of our quality system.

Where applicable and noted calibrations were performed using standards whose calibration is traceable through NIST or another National Metrology Institute to the International System of Units (SI units).

Control Systems 21 utilizes the comparison method of calibration. Results are reviewed, when applicable, and any results exceeding the agreed upon specifications are indicated by red and/or bold print

All results with this certification relate only to the item(s) calibrated. This certificate shall not be reproduced except in full and with written consent of Control Systems 21. Unless otherwise noted all calibrations were performed in the field at the customers location.

Please note: *any number of factors may cause the calibration item to drift out of tolerance before the calibration interval has expired.*

Remarks or Special Requirements:

Print Date: 07/16/2024

Control Systems 21
713 Range End Rd. • Dillsburg, PA 17019 • Voice: 717 432-5511 • Fax: 717 432-7550
email@controlsystems21.com

Control Systems 21

"Your Process Control Specialists"

CERTIFICATE of CALIBRATION

Cal Certificate # 89192

Calibration Result: Calibration Successful

Calibrated By: Tim Starr

Finalized By: Tim Starr 16 July 2024 9:42:53AM

Print Date: 07/16/2024

Control Systems 21

713 Range End Rd. • Dillsburg, PA 17019 • Voice: 717 432-5511 • Fax: 717 432-7550

email@controlsystems21.com

Attachment 5

Sewage Sludge Management Inventory

SLUDGE GENERATION CALCULATION

Facility Name: Fairview Township North WWTP
Permit Number: PA0081868
Date of Calculation: 3/21/2025

Required Information For Calculation

Average Daily Flow (mgd):	0.34	Digester Capacity (gal):	65000
Influent BOD (mg/l):	141	%Solids of Outgoing Sludge:	1.4
Effluent BOD (mg/l):	5.9	Monitoring Period (days):	365

Wastewater Treatment Processes

Place an "X" in the box beside the corresponding treatment process. Select a maximum of Primary Clarification and one other treatment process.

Primary Clarification [ ]	Contact Stabilization [ ]	RBC [ ]
Conventional Activated Sludge [ ]	SBR [ ]	ABF [ ]
Extended Aeration [X]	Trickling Filter [ ]	Small Plant with low SOR [ ] (<500 gpd/sq ft)

Operational Information

BOD Removed (lbs/day):	383	TSS Removed (lbs/day):	249

Digester Information

Type of Digester

Place an "X" in the box beside the corresponding treatment process.

Aerobic Digestion [X]	Anaerobic Digestion [ ]	None [ ]

Sludge Feed Rate to Digesters (gpd):	3980.94667
Digester Hydraulic Detention Time (days):	16
Estimated Total Solids Reduction (%):	0.3

Sludge Generation

dry lbs/day	174	wet lbs/day	12450
dry tons/monitoring period	32	wet tons/monitoring period	2272
gal/day	1493	gal/monitoring period	544892

Amount of Sludge Reported as Being Generated by the Facility

wet tons/monitoring period: 0

OR

dry tons/monitoring period: 46

Enter only one of the above values. The remaining value should be "0".

Is the amount reported by the generator within 15% of the calculated value? NO

NO explanation: GREATER THAN 15% RANGE

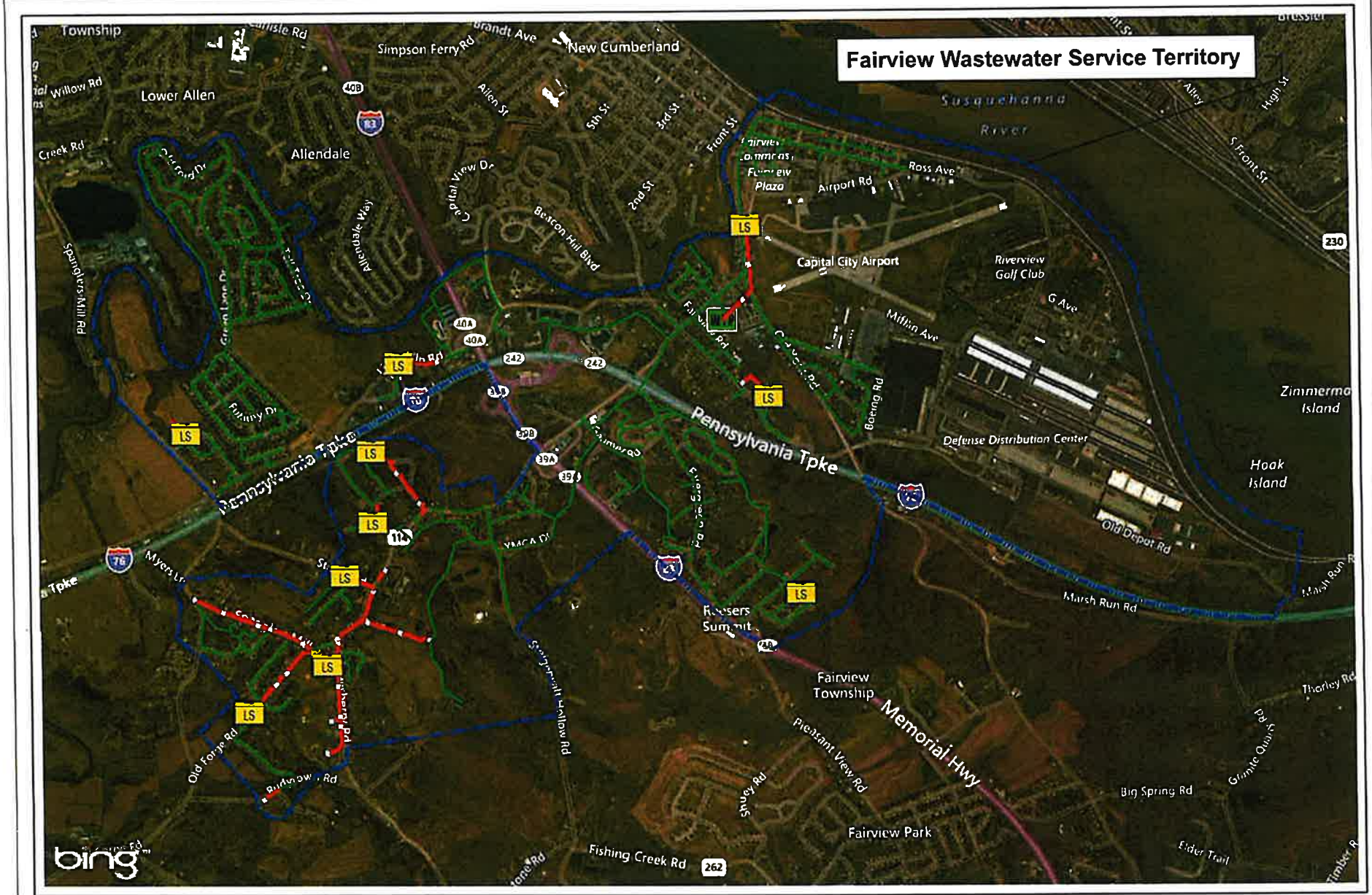
What type of information was used to calculate the above information: 2024 DMR Supplemental Reports

Dates used: 1.1.2024 TO 12.31.2024

Name of person performing the calculation: Steve DeFriece

Attachment 6

Service Area Map



Force Main
Gravity Main
LS Lift Station
STP Sewer Treatment Plant
Service Territory

1 in = 0.5 miles

0 0.25 0.5 1 1.5 Miles

PENNSYLVANIA AMERICAN WATER

TO BE USED FOR REFERENCE ONLY
Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the information may be reflected in the data supplied

Date: 2/28/2018

Fairview North Wastewater ServiceTerritory

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit M

Operators Certificate of Christopher Vandrew for PAWC

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

CHRISTOPHER T VANDREW

Is Hereby Authorized to Operate
WASTEWATER SYSTEM

Class: A,E, Wastewater
Subclass: 1,4

Client ID: 313200

CHRISTOPHER T VANDREW
25 PATTON RD
MECHANICSBURG PA 17055-2734

Issue Date Oct 1, 2023
Expiration Date Sep 30, 2026

Mary Roland
Board Chairperson

Certificate No. S18807

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit N

Sewage Planning Module Application

PADEP PLANNING MODULE (ACT 537)

1. **Development Information**

Name of Development Summit View Terrace
Developer Name Loxas, LLC
Address 319 Pleasant View Road
New Cumberland, PA 17070
Telephone # (717) 903-1221
Email nickloxas1@gmail.com

2. **Location of Development**

a. County York
b. Municipality Fairview
c. Address or Coordinates 349 Pleasant View Road New Cumberland, PA 17070
d. Tax Parcel # 27-000-RF-0114-000.00000
e. USGS Quad Name Steelton
inches up 8 over 1.25
from bottom right corner of map.
f. Located in a High Quality/Exceptional Value watershed?
☐ Yes ☒ No

3. **Type of Development Proposed** (check appropriate box)

☐ Residential ☒ Multi-Residential
Describe Apartments/Townhouse

☒ Commercial ☐ Institutional
Describe Small Shopping Center

☐ Brownfield Site Redevelopment
☐ Other (specify)

4. **Size**

a. # of lots 3 # of EDUs 240
b. # of lots since 5/15/72 4
c. Development Acreage 16.37
d. Remaining Acreage 34.17

5. **Sewage Flows** 60,000 gpd

6. **Proposed Sewage Disposal Method** (check applicable boxes)

a. ☒ Sewerage System
☐ Existing (connection only) ☒ New (extension)
☒ Public ☐ Private
☒ Pump Station(s)/Force Main ☒ Gravity
Name of existing system being extended
Oak Knoll Road - PA American
Interceptor Name Oak knoll Road
Treatment Facility Name Pennsylvania American
NPDES Permit #

b. ☐ Construction of Treatment Facility
☐ With Stream Discharge
☐ With Land Application (not including IRSIS)
☐ Other
☐ Repair?
Name of waterbody where point of discharge is proposed (if stream discharge)

c. ☐ Onlot Sewage Disposal Systems
(check appropriate box)
☐ Individual onlot system(s) (including IRSIS)
☐ Community onlot system
☐ Large-Volume onlot system
d. ☐ Retaining tanks
Number of Holding Tanks
Number of Privies

7. ☒ **Request Sewage Facilities Planning Module forms in electronic format**

8. **Request for Planning Exemption**

a. Protection of rare, endangered or threatened species
Check one:
☒ The "PNDI Project Environmental Review Receipt" is attached.
or
☐ A completed "PNDI Project Planning & Environmental Review Form," (PNDI Form) is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning exemption will be considered incomplete and that the DEP processing of my planning exemption request will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials

b. ☒ Plot Plan Attached ☐ Site Reports Attached

c. Onlot Disposal Systems

(1) I certify that the Official Plan shows this area as an onlot service area.

(Signature of Municipal Official) Date

Name (Print) Title

Municipality (must be same as in 2.b.)

Telephone #

(2) I certify that each lot in this subdivision has been tested and is suitable for both a primary and replacement sewage disposal system.

Signature of SEO) Date

Name (Print) Certification #

Telephone #

(3) I certify that each lot in this subdivision is at least 1 acre in size

(Signature of Project Applicant/Agent) Date

d. Public Sewerage Service (i.e., ownership by municipality or authority)

Based upon written documentation, I certify that the facilities proposed for use have capacity and that no overload exists or is projected within 5 years. (Attach documents.)

(Signature of Municipal Official) Date

Name (Print) Title

Municipality (must be same as in 2.b.)

Telephone #

Return Correspondence/Forms to:

_____

_____

_____

_____

DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____

_____

_____

DEP USE
Components Sent
Onlot Disposal ☐
Collection and Treatment ☐
Planning Agency Review ☐
Exempt from Planning ☐
Code _____
Date _____

"Fold Here"

---

1. PROJECT INFORMATION

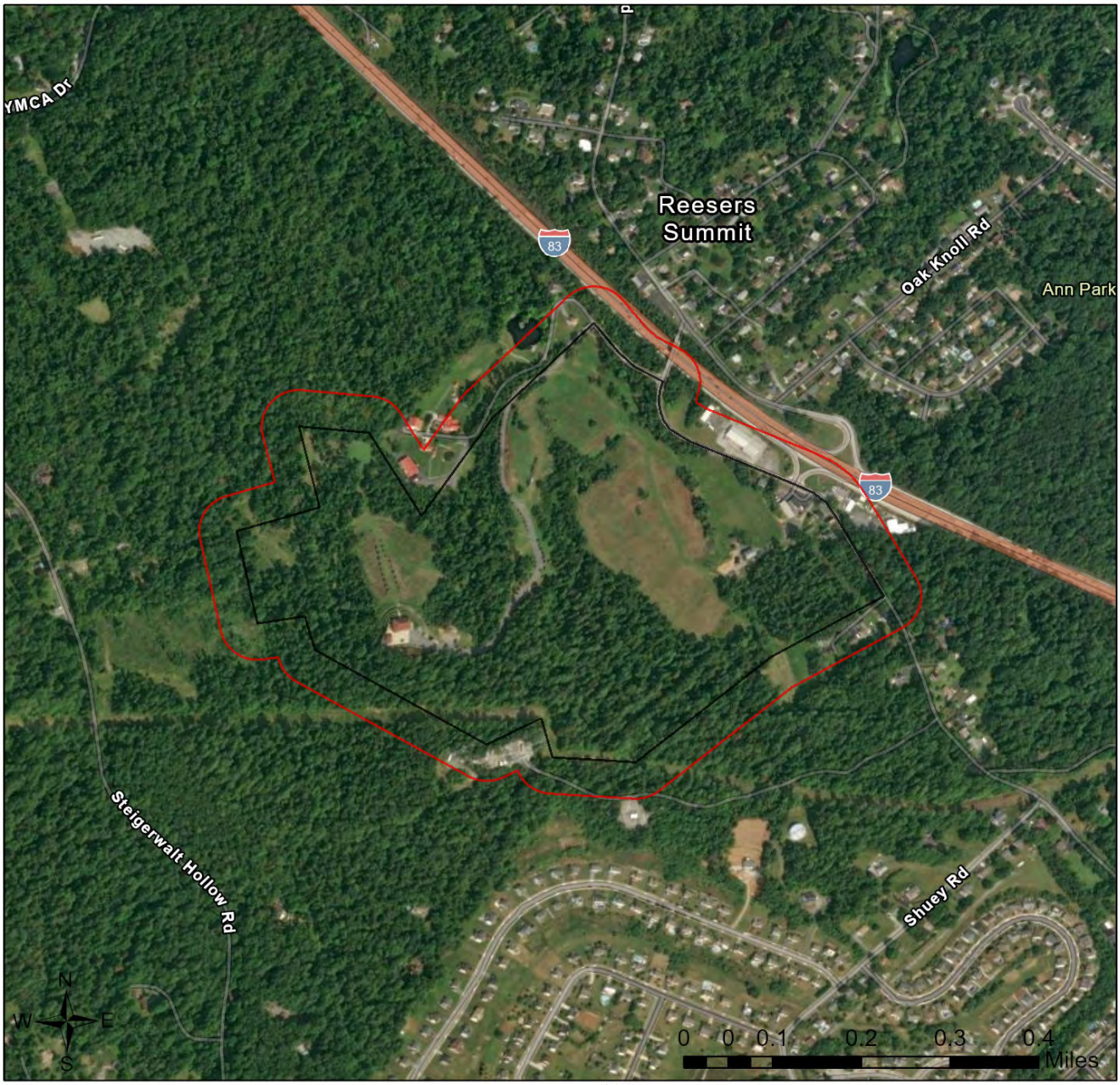
Project Name: **Summit View Terrace**
Date of Review: **7/29/2024 09:14:56 PM**
Project Category: **Development, Residential, Subdivision containing more than 2 lots and/or 2 single-family units**
Project Area: **104.24 acres**
County(s): **York**
Township/Municipality(s): **FAIRVIEW TOWNSHIP**
ZIP Code:
Quadrangle Name(s): **STEELTON**
Watersheds HUC 8: **Lower Susquehanna-Swatara**
Watersheds HUC 12: **Laurel Run-Susquehanna River; Lower Yellow Breeches Creek**
Decimal Degrees: **40.194729, -76.865790**
Degrees Minutes Seconds: **40° 11' 41.236" N, 76° 51' 56.8426" W**

2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	**Conservation Measure**	**No Further Review Required, See Agency Comments**
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	**Avoidance Measure**	**See Agency Response**

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate there may be potential impacts to threatened and endangered and/or special concern species and resources within the project area. If the response above indicates "No Further Review Required" no additional communication with the respective agency is required. If the response is "Further Review Required" or "See Agency Response," refer to the appropriate agency comments below. Please see the DEP Information Section of this receipt if a PA Department of Environmental Protection Permit is required.

Summit View Terrace

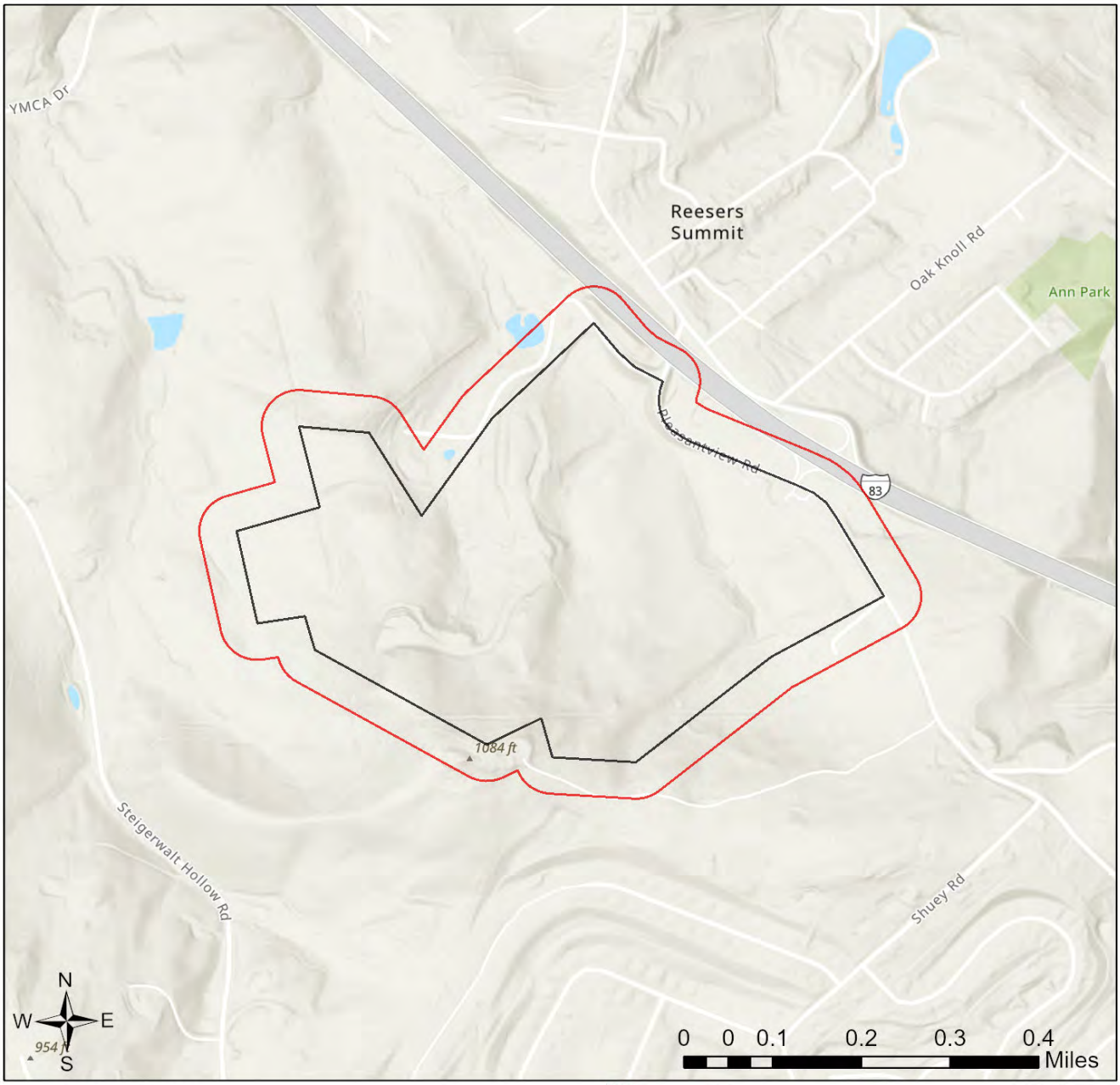


Buffered Project Boundary

Project Boundary

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Summit View Terrace



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

RESPONSE TO QUESTION(S) ASKED

Q1: The proposed project is in the range of the Indiana bat. Describe how the project will affect bat habitat (forests, woodlots and trees) and indicate what measures will be taken in consideration of this. Round acreages up to the nearest acre (e.g., 0.2 acres = 1 acre).
Your answer is: The project will affect 1 to 39 acres of forests, woodlots and trees.

Q2: Is tree removal, tree cutting or forest clearing necessary to implement all aspects of this project?
Your answer is: Yes

Q3: Is tree removal, tree cutting or forest clearing of 40 acres or more necessary to implement all aspects of this project?
Your answer is: No

Q4: How many acres of woodland, forest, forested fencerows and trees will be cut, cleared, removed, disturbed or flooded (inundated) as a result of carrying out all aspects or phases of this project? [Round acreages UP to the nearest acre (e.g., 0.2 acres = 1 acre).]
Your answer is: 11 to 25 acres

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jursidictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission
RESPONSE:

Conservation Measure: Potential impacts to state and federally listed species which are under the jurisdiction of both the Pennsylvania Game Commission (PGC) and the U.S. Fish and Wildlife Service may occur as a result of this project. As a result, the PGC defers comments on potential impacts to federally listed species to the U.S. Fish and Wildlife Service. No further coordination with the Pennsylvania Game Commission is required at this time.

PA Department of Conservation and Natural Resources
RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission
RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

U.S. Fish and Wildlife Service
RESPONSE:

Avoidance Measure: The proposed project is located in the vicinity of northern long-eared bat spring staging/fall swarming habitat. To ensure take is not reasonably certain to occur, do not conduct tree removal from May 15 to August 15. The U.S. Fish and Wildlife Service determined take is not reasonably certain to occur from tree removal if activities are avoided during the pup season (i.e., the range of time when females are close to giving birth (i.e., two weeks prior to birth) and have non-volant (i.e., unable to fly) young). For more information, see the Interim Voluntary Guidance for the Northern Long-Eared Bat: Forest Habitat Modification, available here: https://www.fws.gov/library/collections/interim-habitat-modification-guidance.

As the project proponent or applicant, I certify that I will implement the above Avoidance Measure:
_____(Signature)

SPECIAL NOTE: **If you agree to implement the above Avoidance Measure and if applicable, any Information Requests, no further coordination with this agency regarding threatened and endangered species and/or special concern species and resources is required.** If you are not able to comply with the Avoidance Measures, you are required to coordinate with this agency - please send project information to this agency for review (see "What to Send" section).

WHAT TO SEND TO JURISDICTIONAL AGENCIES

If project information was requested by one or more of the agencies above, upload* or email the following information to the agency(s) (see AGENCY CONTACT INFORMATION). Instructions for uploading project materials can be found here. This option provides the applicant with the convenience of sending project materials to a single location accessible to all three state agencies (but not USFWS).
*If information was requested by USFWS, applicants must email, or mail, project information to IR1_ESPenn@fws.gov to initiate a review. USFWS will not accept uploaded project materials.

Check-list of Minimum Materials to be submitted:
____Project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.
____A map with the project boundary and/or a basic site plan(particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)
In addition to the materials listed above, USFWS REQUIRES the following
____**SIGNED** copy of a Final Project Environmental Review Receipt

The inclusion of the following information may expedite the review process.
____Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)
____Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at https://conservationexplorer.dcnr.pa.gov/content/resources.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov

U.S. Fish and Wildlife Service
Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
Email: IR1_ESPenn@fws.gov
NO Faxes Please

PA Fish and Boat Commission
Division of Environmental Services
595 E. Rolling Ridge Dr., Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

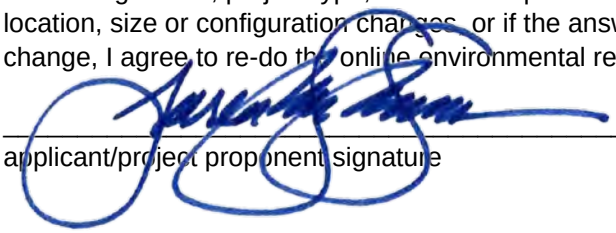
PA Game Commission
Bureau of Wildlife Management
Division of Environmental Review
2001 Elmerton Avenue, Harrisburg, PA 17110-9797
Email: RA-PGC_PNDI@pa.gov
NO Faxes Please

7. PROJECT CONTACT INFORMATION

Name: Aaron M. Navarro
Company/Business Name: Landworks Ciliv Design, LLC
Address: 3461 Market Street - Suite #302
City, State, Zip: Camp Hill, PA 17011
Phone: (717) 579-0074 Fax: ( )
Email: anavarro@landworkscd.com

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.



applicant/project proponent signature

09/24/25
date

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit O

Fairview Township Board of Supervisors Minutes from October 27, 2025

FAIRVIEW TOWNSHIP BOARD OF SUPERVISORS
October 27, 2025 – 7:00 p.m.
MINUTES

I. CALL TO ORDER:

The meeting was called to order by the Chairman, Dr. Larry Cox, at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL:

PRESENT:
Dr. Larry Cox, Chairman
John W. Jones, Vice Chairman
Mario D. Pirritano, Supervisor
Matthew Cox, Supervisor
Christopher L. Allen, Supervisor
Donald F. Martin, Manager
Davis Holland, Police Chief
Dave Jones, Saxton & Stump, Solicitor
Stephen M. Waller, Codes Administration Director
Mike Knouse, RETTEW, Engineer

IV. ANNOUNCEMENT OF EXECUTIVE SESSION:

There was no executive session prior to the meeting.

V. RECOGNITION OF PUBLIC:

1. Bob Gasswint, Red Land Senior Center, stated settlement on the purchase of the Senior Center will be either this week or the following. Once they receive the deed for the property they will be holding an open house for the public and begin renovations.

2. BJ Weber, 608 Cee Jay Drive, requested signage on Beinhower and Valley Road for the school zone. Mr. Knouse explained that to apply for the flashing school signal would ultimately be the School Board's responsibility.

Chief Holland stated that there has been an increase in accidents on those roads.

Dr. Cox suggested to Ms. Weber to reach out to the School Board from them to consider rumble strips and/or flashing lights around the stop sign. He also directed the Township staff to write a letter to the School District requesting school zone signs be installed.

VI. AGENDA ITEMS

A. MOU Between the West Shore School District and Township Regarding Use of the Swing Gate on Bowman Ave

Mr. Pirritano made a motion, seconded by Mr. Jones to approve sending the MOU between the West Shore School District and Township Regarding Use of the Swing Gate on Bowman Ave
Vote on the motion: All yes. The motion carried.

B. Discussion - Truck Parking on Neighborhood streets

Dr. Cox asked Mr. Knouse to create a pros and cons list for Township wide restriction on parking trucks on neighborhood streets.

C. Resolution No. 2025-20 Messiah Lifeways TEFRA Approval

Mr. Jones made a motion, seconded by Mr. Cox to adopt Resolution 2025-20 Messiah Lifeways TEFRA.

D. Building, Zoning, Codes

1. Subdivision and Land Development Modification Request

Plan	**Section/Description**
Brenneman – 551 Brenneman Road	**SLDO 260.22.A(7) – ROW Dedication Moore's Mtn Rd (PennDOT)**

Mr. Cox made a motion, seconded by Mr. Allen to approve Subdivision and Land Development Modification Request SLDO 260.22.A(7) – ROW Dedication Moore's Mtn Rd (PennDOT).
Vote on the motion: All yes. The motion carried.

2. Bond Reduction Request – Sienna & Europa Macchina

Sienna

Current Bond Amount	**Reduction Amount**	**Remaining Amount**
$ 4,489,216.08	**$1,073,078.38**	**$3,416,137.70**

Europa Macchina

Current Bond Amount	**Reduction Amount**	**Remaining Amount**
$ 88,336.00	**$79,502.40**	**$ 8,833.60**

Mr. Allen made a motion, seconded by Mr. Cox to approve the bond reduction request associated with Sienna in the amount of $1,073,078.38 and Europa Macchina in the amount of $79,502.40.
Vote on the motion: All Yes. The motion carried.

3. Final Subdivision/Lot Reconfiguration Plan – Brenneman – 551 Brenneman Road - #23-1002 (EXP. 10/27/25)

Mr. Allen made a motion, seconded by Mr. Cox to approve Final Subdivision/Lot Reconfiguration Plan – Brenneman contingent on the favorable action on the noted modification request; the submittal of signed and notarized plans; payment of all engineer review fees and compliance with the RETTEW memo dated August 21, 2025.
Vote on the motion: All Yes. The motion carried.

4. Final Subdivision/Lot Add-On Plan – Snyder – 408 Evergreen Road - #25-1010 (EXP. 10/27/25)

Mr. Jones made a motion, seconded by Mr. Pirritano to approve Final Subdivision/Lot Add-On Plan – Snyder contingent on the submittal of signed and notarized plans; payment of all engineer review fees and compliance with the RETTEW memo dated October 22, 2025.
Vote on the motion: All Yes. The motion carried.

5. **Preliminary Subdivision/Land Development Plan – Loxas/Summit View Terrace (60 MFD units, 156 SFA units and 17,300+/- Retail Space) - #24-1012 (Exp 10/27/25)**

Mr. Pirritano made a motion, seconded by Mr. Cox to approve Preliminary Subdivision/Land Development Plan – Loxas/Summit View Terrace contingent on the submittal of signed and notarized plans; payment of all engineer review fees; compliance Bowman Traffic Memo dated May 29, 2025 and with the RETTEW memo dated September 18, 2025.
Vote on the motion: All Yes. The motion carried.

6. Time Extension Requests

Plan	Expiration Date	Extension Date
Sienna Ph 2 – Limekiln Rd	**October 27, 2025**	**December 8, 2025**
Sheetz – New View Dr	**October 27, 2025**	**December 8, 2025**
Oakhill Ph 4 – Oakhill Road	**October 27, 2025**	**April 27, 2026**
Fairview Terrace – Diller Rd	**October 27, 2025**	**March 30, 2026**

Mr. Jones made a motion, seconded by Mr. Cox to approve the time Extension Requests noted above.
Vote on the motion: All Yes. The motion carried

E. Ordinance No. 2025-06 – Cable Franchise Agreement, Blue Ridge Communications

Mr. Cox made a motion, seconded by Mr. Allen to approve Ordinance No. 2025-06 authorizing the execution of a cable franchise agreement with Blue Ridge Communications.
Vote on the motion: All Yes. The motion carried.

F. Coyne & Coyne, P.C. – Joint Authority Fee Agreement

Mr. Allen made a motion, seconded by Mr. Jones to approve the fee agreement with Coyne & Coyne, P.C. at an hourly rate of $150.00 to establish a joint municipal authority among Hampden TWP, East Pennsboro TWP & Fairview TWP regarding the Yard Waste Equipment Program.
Vote on the motion: All Yes. The motion carried.

G. Resolution No. 2025-21 Dedication of Additional ROW Along Southwest Side of Both Spangler's Mill Rd and Limekiln Rd

Mr. Allen made a motion, seconded by Mr. Cox to approve Resolution 2025-21 to accept the dedication of additional ROW along the southwest side of both Spangler's Mill Rd and Limekiln Rd.
Vote on the motion: All Yes. The motion carried.

H. Resolution No. 2025-22 Proclamation of Worldwide Kindness Week

Mr. Pirritano made a motion, seconded by Mr. Jones to approve Resolution No. 2025-22 Proclamation of Worldwide Kindness Week.
Vote on the motion: All Yes. The motion carried.

I. Approve 2026 SPCA Contract

Mr. Allen made a motion, seconded by Mr. Cox to approve the 2026 SPCA contract for $14,838.00.
Vote on the motion: All Yes. The motion carried.

J. Present 2026 Budget of Township Funds

Mr. Pirritano made a motion, seconded by Mr. Jones to present the 2026 Budget of Township Funds for public review for the required 20-day period with the intent to adopt at the meeting of December 8th, 2025.
Vote on the motion: All Yes. The motion carried.

K. Authorization to Hire

Mr. Jones made a motion, seconded by Mr. Cox to approve the hiring of 2 employees (subject to a background check and pre-employment drug testing) as full-time employees for the highway department subject to acceptance of offer with ratification of names, start dates and rates at the next Board meeting.
Vote on the motion: All Yes. The motion carried.

VII. OLD BUSINESS

1. Dr. Cox asked Mr. Waller for an update on the Wawa and New View.

Mr. Waller stated his office has received the land development plans for Wawa earlier this month. The New View project is under construction as per the approved plans. The recent earthwork/removal of trees on the New View site is directly associated with the plan approval.

2. Mr. Martin asked the Board for their thoughts on possibly moving Trick-or-Treat night to Friday due to the weather forecast for Thursday. The Board directed township staff to make a final decision on Wednesday and if the date is moved an alert will go out to residents as well as updates on the Township website.

VIII. NEW BUSINESS

1. Chief Holland gave a brief update that the Police Department is in the primary stages of looking for a K9 program.

IX. APPROVAL OF MINUTES

Mr. Allen made a motion, seconded by Mr. Cox to approve the minutes of the September 29, 2025, Meeting of the Board of Supervisors.
Vote on the motion: All Yes. The motion carried.

Mr. Pirritano made a motion, seconded by Mr. Jones to approve the minutes of the October 22, 2025, Budget Meeting of the Board of Supervisors.
Vote on the motion: All Yes. The motion carried.

X. RATIFICATION OF BILLS PAYABLE

Mr. Jones made a motion, seconded by Mr. Allen to ratify payment of all Bills Payable as presented.
Vote on the motion: All yes. The motion carried.

XI. ANNOUNCE EXECUTIVE SESSION

There will be no executive session following this meeting.

XII. ADJOURNMENT

Mr. Cox made a motion, seconded by Mr. Allen to adjourn the meeting.
Vote on the motion: All yes. The meeting was adjourned at 7:43pm.

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit P

Letter from York County Planning Commission regarding Sewage Planning Module

YORK COUNTY
YCPC
PLANNING COMMISSION

28 East Market Street York, PA 17401-1580
Phone 717.771.9870 Fax 717.771.9511

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

Mike Pritchard, AICP
Director

Jeffrey L. Rehmeyer II
Solicitor

EQUAL OPPORTUNITY EMPLOYER

February 26, 2026

Aaron M. Navarro
Landworks Civil Design, LLC
3461 Market Street, Suite 302
Camp Hill, PA 17011

Re: Official Sewage Plan Revision Review
Summit View Terrace
Fairview Twp., York County, PA
DEP Code No. B3-67919-502-3
YCPC File #26-003

Dear Mr. Navarro:

Enclosed are the comments and signature required by Component 4B, County Planning Agency Review, of the Sewage Facilities Planning Module. These comments are being provided as per applicable requirements of the Pennsylvania Sewage Facilities Act, Act 537, as amended.

If you have any questions or concerns on this matter, please contact this office.

Sincerely,

Michael L. Shaffer
Senior Planner

cc: Stephen M. Waller, Codes Admin. Dir.

3850-FM-BCW0362B 6/2016

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:
B3-67919-507-3

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW

(or Planning Agency with Areawide Jurisdiction)

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this *Planning Agency Review Component* should be sent to the county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Summit View Terrace

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county planning agency *January 30, 2026*
2. Date plan received by planning agency with areawide jurisdiction _____

   Agency name _____
3. Date review completed by agency *February 26, 2026*

SECTION C. AGENCY REVIEW (See Section C of instructions)

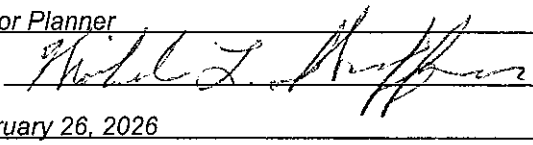
Yes	No		
☒	☐	1.	Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 *et seq.*)?
☒	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
☒	☐	3.	Does this proposal meet the goals and objectives of the plan?
			If no, describe goals and objectives that are not met _____
☒	☐	4.	Is this proposal consistent with the use, development, and protection of water resources?
			If no, describe inconsistency _____
☒	☐	5.	Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation?
			If no, describe inconsistencies: _____
☐	☒	6.	Does this project propose encroachments, obstructions, or dams that will affect wetlands?
			If yes, describe impact _____
☐	☒	7.	Will any known historical or archeological resources be impacted by this project?
			If yes, describe impacts _____
☐	☒	8.	Will any known endangered or threatened species of plant or animal be impacted by the development project?
			If yes, describe impacts _____
☐	☒	9.	Is there a county or areawide zoning ordinance?
☐ N/A	☐	10.	Does this proposal meet the zoning requirements of the ordinance?
			If no, describe inconsistencies _____

SECTION C. AGENCY REVIEW (continued)

Yes	No		
☐ N/A	☐	11.	Have all applicable zoning approvals been obtained?
☒	☐	12.	Is there a county or areawide subdivision and land development ordinance?
☐ N/A	☐	13.	Does this proposal meet the requirements of the ordinance?
			If no, describe which requirements are not met *Not applicable in Fairview Township*
☐ N/A	☐	14.	Is this proposal consistent with the municipal Official Sewage Facilities Plan?
			If no, describe inconsistency *Copy not available in this office*
☐	☒	15.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
			If yes, describe
☐	☒	16.	Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐		If yes, is the proposed waiver consistent with applicable ordinances.
			If no, describe the inconsistencies
☒	☐	17.	Does the county have a stormwater management plan as required by the Stormwater Management Act?
☒	☐		If yes, will this project plan require the implementation of storm water management measures?
		18.	Name, Title and signature of person completing this section:

Name: *Michael L. Shaffer*

Title: *Senior Planner*

Signature: 

Date: *February 26, 2026*

Name of County or Areawide Planning Agency: *York County Planning Commission*

Address: *28 East Market Street, York, PA 17401*

Telephone Number: *(717) 771-9870*

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit Q

Letter from Fairview Township regarding Development is within Comprehensive Plans

Established 1803

FAIRVIEW TOWNSHIP

BOARD *of* SUPERVISORS
Dr. Larry Cox, *Chairman*
Mario D. Pirritano, *Vice-Chairman*
Christopher L. Allen, *Supervisor*
John W. Jones, *Supervisor*
Matthew J. Cox, *Supervisor*

MANAGER
Donald F. Martin, III

November 14, 2025

Landworks Civil Design, LLC
Attn: Aaron Navarro
3641 Market Street, Suite 302
Camp Hill, PA 17042

RE: Summit View Terrace Project - Subdivision and Land Development plan
Fairview Township, York County

The Summit View Terrace Project is an approved preliminary plan that consists of a mixture of 156 single-family attached/townhomes, two 30-unit apartment buildings and a commercial component comprised of three structures totaling 17,000+ square feet. This property is located within the Commercial Business (CB) and Residential Mixed Use (RMU) Zoning Districts which permits and encourages this type of residential and commercial development.

As identified in the 2025 Fairview Township Comprehensive Plan. this area of the township lies within the "Primary Growth Area" and more specifically, the development is within the "Residential Mixed Use" and "Commercial Business" land classifications on the "Future Land Use Map". The Summit View Terrace plan, as submitted and approved, complies with the 2024 Fairview Township Comprehensive Plan.

If you have any questions, as always, please feel free to contact me at (717) 901-5220 or via email at swaller@twp.fairview,pa.us.

Sincerely,

Stephen M. Waller
Codes Administration Director

enc.

cc file

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Fairview Township, York County Pennsylvania (Summit View Development)

Exhibit R

Letter from York County regarding Development is within Comprehensive Plans

YORK COUNTY
YCPC
PLANNING COMMISSION

28 East Market Street | York, PA 17401-1580
Phone 717.771.9870 | Fax 717.771.9511

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. Rehmeyer II
Solicitor

COUNTY LAND USE LETTER

Date: November 21, 2025

To: Landworks Civil Design, LLC
Attn: Aaron Navarro
3461 Market Street, Suite 302
Camp Hill, PA 17042

From: York County Planning Commission

Re: PUC Sewer Service Area Expansion Request- PA American Water Company
Summit View Terrace, Fairview Twp., York County, PA YCPC# 281-25

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: November 2024

☐ 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 proposed sewer service expansion to serve the area of the Summit View Terrace Subdivision, as shown on the attached map, is consistent with the York County Comprehensive Plan. If you should need further information, please contact me.

Submitted by:

Name	Roy O. Livergood, Jr.
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	Roy O. Livergood, Jr.
Date	November 21, 2025
cc:	Fairview Twp. - Steve Waller

EQUAL OPPORTUNITY EMPLOYER

VERIFICATION

I, STEPHEN A. DEFRIECE, hereby state that the facts above set forth in the attached Application above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

Stephen DeFriece

Stephen A. DeFriece, Staff Engineer
Pennsylvania-American Water Company

Dated: 3/31/2026