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May 24, 2018

VIA HAND DELIVERY

PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

**Jonathan P. Nase**

Direct Phone 717-773-4191  
Direct Fax 215-372-2340  
jnase@cozen.com

CONTAINS CONFIDENTIAL INFORMATION - *separated for scanning 5-25-18 JPN*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor – Filing Room  
Harrisburg, PA 17120

**Re: PENNSYLVANIA PUBLIC UTILITY COMMISSION V. HIDDEN VALLEY UTILITY SERVICES, L.P. – WASTEWATER, DOCKET NO. R-2018-3001307**

**RESPONSE TO DATA REQUESTS OF THE BUREAU OF TECHNICAL UTILITY SERVICES**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Hidden Valley Utility Services, L.P. ("HVUS") are HVUS' responses to the data requests of the Bureau of Technical Utility Services. Please note that some of the attachments have been labeled CONFIDENTIAL for the reasons stated in the answers to the data requests. These attachments have been placed in a sealed envelope, which we ask to be placed in a non-public folder. This filing, together with all of the attachments, are being served on all parties to this proceeding, as shown on the attached certificate of service.

Please date stamp the copy of this filing and return it with our courier.

Thank you for your attention to this matter.

Sincerely,

COZEN O'CONNOR

By: Jonathan P. Nase  
Counsel for Hidden Valley Utility Services, L.P.

JPN:kmg  
Enclosure

cc: Per Certificate of Service (with confidential attachments)  
Gerry and Melissa Pindroh (without confidential attachments)  
James M. Kettler  
Paul R. Herbert

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-1. Please provide a copy of the written or printed notice Hidden Valley Utility Services, L.P.  
– Wastewater Division (HVUS-WD) sent to customers pursuant to 52 Pa. Code  
§ 3.45(b)(2) and provide evidence of the date this notice was mailed.

Answer: A copy of the written notice is attached as Exhibit R-1 (Wastewater). James  
F. Kettler personally mailed this notice to all customers on April 27, 2018.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-2. Please provide a copy of the news release issued on April 27, 2018 by HVUS-WD pursuant to 52 PA. Code § 53.45(b)(3).

Answer: Attached as Exhibit R-2 (Wastewater) is copy of the advertisement placed in the only local newspaper in Hidden Valley, Pennsylvania.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-3. Please provide the affidavit confirming notice requirements have been met pursuant to 52 Pa. Code § 53.45(h).

Answer: Attached as Exhibit R-3 (Wastewater) is a copy of the affidavit confirming that notice requirements have been met. The original was filed in the Secretary's Bureau of the Pennsylvania Public Utility Commission on May 9, 2018.

Answer provided by: James F. Kettler, President  
Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-4. Please provide an organization chart for HVUS-WD identifying its corporate structure.

Answer: Attached as Exhibit R-4 is an organization chart for HVUS.

Answer Provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-5. Please provide a working copy of the electronic Excel file containing the depreciation schedule for HVUS-WD assets as of December 31, 2017.

Answer: Please refer to the Excel file on the enclosed CD under the tab "Sewer" for the depreciation schedule for the wastewater assets.

Answer provided by: Paul R. Herbert, President, Gannett Fleming Valuation and Rate  
Consultants, LLC

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-6. Please provide a copy of HVUS-WD's two most recently filed federal income tax returns and two most recently filed IRS Schedule C forms.

Answer: HVUS has not yet filed a Federal income tax return for 2017. Attached as Exhibit R-6A (Wastewater) is HVUS's 2015 Federal income tax return. Attached as Exhibit R-6B (Wastewater) is HVUS's 2016 Federal income tax return. Exhibits R-6A and R-6B are CONFIDENTIAL.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-7. Please provide a copy of HVUS-WD's lease agreement(s) for HVUS-WD facilities from 2015 through 2017.

Answer: Attached as Exhibit R-7A (Wastewater) is the Agreement of Lease between Hidden Valley Resort, LP and Hidden Valley Utility Services, L.P.  
Attached as Exhibit R-7B (Wastewater) is a copy of the assignment of the lease from The Buncher Company (as assignee of Hidden Valley Resort, LP) to Seven Springs Mountain Resort, Inc.

Answer provided by: James F. Kettler, President  
Date: May 24, 2018



Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-8. Please provide justification for HVUS-WD's three-year amortization period for rate case expenses.

Answer: The Company has never filed for a rate increase so there is no history with respect to the frequency of filing for rate relief. Regardless, the amortization of rate case expense should be based on the anticipated filing of the next rate filing. Considering the cash flow necessary to make the required improvements to the system, it is anticipated that the duration for next rate filing will not exceed three years.

Answer provided by: Paul R. Herbert, President, Gannett Fleming Valuation and Rate Consultants, LLC

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-9. Please provide justification for HVUS-WD's 2015 maintenance/repair expenses and provide a detailed breakdown of these expenses.

Answer:

The maintenance/repair expenses are as follows:

1. Hidden Valley Foundation, Inc. - \$12,545 – equipment rental
2. Lowes - \$5,149 – miscellaneous parts and fittings.
3. Blue Book Supply - \$4,485 – supplies and parts
4. Liquid Engineering - \$3,505 – Water tank clean and inspection
5. Frazier plumbing - \$700 – fitting repair
6. L.B. Water - \$24,618 – parts and supplies for repairs.

These expenses were allocated 2/3 to wastewater expense and 1/3 to water expense.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-10. Please provide justification for the increase in HVUS-WD's insurance expenses between 2015 and 2016.

Answer: Attached as Exhibit R-10 (Wastewater) are copies of invoices for insurance. The increase in price is primarily due to increased payroll, and therefore increased workers' comp insurance. Also, the new landlord wanted additional property insurance, as required in the lease, and that started in 2016.

Answer provided by: James F. Kettler, President  
Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-11. Please provide justification for HVUS-WD's 2016 engineering expense and provide a detailed breakdown of these expenses.

Answer: Attached as Exhibit R-11 (Wastewater) are invoices for engineering services. HVUS will supplement this response as additional invoices are identified.

Answer provided by: James F. Kettler, President, Hidden Valley Utility Services, L.P.  
Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-12. Please provide justification for the increase in HVUS-WD's purchased power expenses between 2016 and 2017.

Answer: Attached as Exhibits R-12A (Wastewater) through R-12D (Water) are billing and payment histories for 4 accounts that HVUS has with Penelec for the larger meters and one of the less used meters. Also attached as Exhibit R-12E are two sample invoices from Penelec, one from August 2016 and one from August 2017. The power usage does not vary much from year to year. One reason for the increased expense that is apparent is that the fees and taxes have gone up significantly in the past year. The smaller meter invoice has doubled from an average of \$8 to an average of over \$15. This is the meter for well #2 that does not run. One month had a larger invoice, as we ran the pump that month for testing. Due to account numbers being on these documents, they are labeled CONFIDENTIAL.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-13. Please quantify total expenses incurred by HVUS-WD up to December 31, 2017 related to complaints filed with the PUC by operation and maintenance expense account (i.e., legal expenses, engineering expenses, management fees, etc.). Also, please quantify how these expenses were allocated to water and wastewater operations.

Answer: The legal expenses associated with complaints filed with the PUC from 2014 through 2017 total \$64,211. The engineering expenses associated with complaints filed with the PUC from 2014 through 2017 total \$14,770. The expenses are allocated 2/3 to wastewater and 1/3 to water.

Answer provided by: James F. Kettler, President

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-14. Please quantify and describe any contributions-in-aid of construction, customer advances for construction, or other contributions received related to HVUS-WD's utility plant.

Answer: Any contributions in aid of construction received related to utility plant were not booked to wastewater utility plant in service. No record of these contributions was made.

Answer provided by: Paul R. Herbert, President, Gannett Fleming Valuation and Rate  
Consultants, LLC

Date: May 24, 2018

Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-15. Please provide justification for HVUS-WD's debt cost rate of 10.00% as of December 31, 2017. Also, please identify the source of HVUS-WD debt financing.

Answer: Attached as Exhibit R-15 (Wastewater) is a copy of a promissory note. This document is CONFIDENTIAL because it is proprietary and contains trade secrets.

Answer provided by: James F. Kettler, President, Hidden Valley Utility Services, L.P.

Date: May 24, 2018



Bureau of Technical Utility Services  
Water/Wastewater Division  
Data Request Set 1

Hidden Valley Utility Services, L.P. Tariff Supplement No. 1 to Tariff Wastewater - Pa. P.U.C.  
No. 1 at Docket No. R-2018-3001307

R-16. HVUS-WD's 2016 annual financial report reflects a portion of other maintenance expenses was for tank painting. Please confirm if this expense was more than \$150. If so, please state how often the subject tanks are painted, whether the subject tanks are for water or wastewater service, and what category of expenses this is classified under on Page 2 of Schedule 4 in the filing's Exhibit PRH-2.

Partial Answer: The tank painting referenced in the 2016 Annual financial report was for the painting of the treatment tanks at Wastewater Treatment Plant #1. The tanks are drained, repaired if needed, and painted approximately every 5 years.

Answer provided by: James F. Kettler, President  
Date: May 24, 2018

Partial Answer: The category of expense is "Maintenance and Repairs."

Answer provided by: Paul R. Herbert, President, Gannett Fleming Valuation and Rate  
Consultants, LLC  
Date: May 24, 2018

**VERIFICATION**

I, James Ketter hereby state that the facts 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 herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: May 24, 2018

James Ketter

VERIFICATION

I, PAUL R. HERBERT hereby state that the facts 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 herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: May 24, 2018

Paul R Herbert

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission

v.

Hidden Valley Utility Services, L.P. -- Wastewater

:  
:  
:  
:  
:

Docket No. R-2018-3001307

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Responses to the Data Requests of the Bureau of Technical Utility Services, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA FIRST CLASS MAIL:**

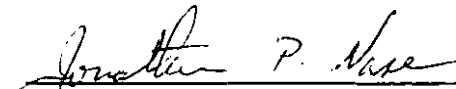
Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor West  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Office of Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101-1303

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

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PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

DATED: May 24, 2018

  
\_\_\_\_\_  
Jonathan P. Nase, Esquire  
Counsel for *Hidden Valley Utility Services, L.P.*

# **R-1 Wastewater**

April 27, 2018

**NOTICE OF PROPOSED WASTEWATER RATE CHANGES**

**TO OUR CUSTOMERS:**

Hidden Valley Utility Services, L.P. is filing a request with the Pennsylvania Public Utility Commission ("PUC" or "Commission") to increase your wastewater rates as of July 1, 2018. This notice describes the Company's rate request, the PUC's role, and what actions you can take.

The Company has requested an overall rate increase of \$185,432 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter would increase from \$59.76 to \$96.42 per quarter, or by 61.3%.

The total bill for a commercial customer using 16,000 gallons per quarter would increase from \$276.60 to \$446.70 per quarter, or by 61.5%.

To find out how the requested increase may affect your wastewater bill, contact the Company at (833)-488-7800. The rates requested by the Company may be found in Supplement No.1 to Tariff Wastewater- Pa. P.U.C. No. 1. You may examine the material filed with the PUC which explains the requested increase and the reasons for it. A copy of this material is kept at the Company's office. Upon request, the Company will send you the Statement of Reasons for Supplement No. 1 to Tariff Wastewater-Pa. P.U.C. No. 1, explaining why the rate increase has been requested.

The state agency which approves rates for public utilities is the PUC. The PUC will examine the requested rate increase and can prevent existing rates from changing until it investigates and/or holds hearings on the request. The Company must prove that the requested rates are reasonable. After examining the evidence, the PUC may grant all, some, or none of the request or may reduce existing rates.

The PUC may change the amount of the rate increase or decrease requested by the utility. As a result, the rate charged to you may be different than the rate requested by the Company and shown above.

There are three (3) ways to challenge the Company's request to change its rates:

1. You can file a formal complaint. If you want a hearing before a judge, you must file a formal complaint. By filing a formal complaint, you assure yourself the opportunity to take part in hearings about the rate increase request. All complaints should be filed with the PUC by July 1, 2018, or as otherwise determined by the Commission. If no formal complaints are filed, the Commission may grant all, some, or none of the request without holding a hearing before a judge.
2. You can send us a letter telling why you object to the requested rate increase. Sometimes there is information in the letters that makes us aware of problems with the Company's service or management. This information can be helpful for the Company and the PUC. Send your letter or request for a formal complaint form to the Pennsylvania Public Utility Commission, PO Box 3265, Harrisburg, PA, 17105-3265.
3. You can be a witness at a public input hearing. Public input hearings are held if the Commission opens an investigation of the Company's rate increase request and if there is a large number of customers interested in the case. At these hearings, you have the opportunity to present your views in person to the PUC judge hearing the case and the Company representatives. All testimony given "under oath" becomes part of the official rate case record. These hearings are held in the service area of the Company.

**HIDDEN VALLEY UTILITY SERVICES, L.P.**

# **R-2 Wastewater**

# Proof of Publication of Notice in Daily American

Commonwealth of Pennsylvania)  
 County of Somerset ) ss

Warren T. Koppenhofer, Jr.

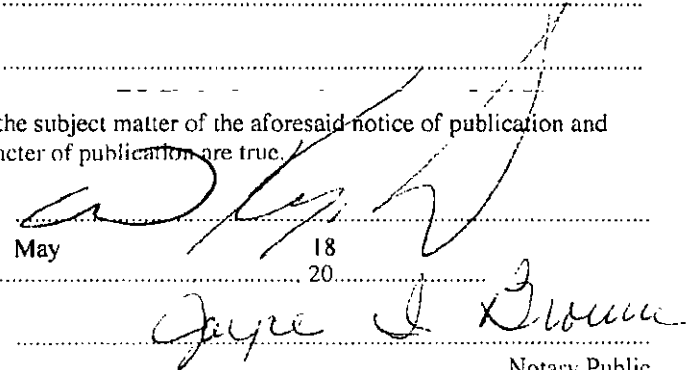
..... being duly sworn, says: That he is editor, general manager, advertising director of the Daily American, a newspaper of general circulation, published at 334 West Main Street, in the Borough of Somerset, County of Somerset and State of Pennsylvania.

That said newspaper was established as a daily newspaper of general circulation on the First day of July, 1929, since which date said newspaper has been published daily in the Borough of Somerset; that a copy of the printed notice, hereto attached, is exactly as the same was printed and published in the regular edition of the Daily American, published on the following dates, viz:

April 27, 2018

That affiant further deposes and declares that he is not interested in the subject matter of the aforesaid notice of publication and that all allegations in the foregoing statement as to time, place and character of publication are true.

Sworn to and subscribed before me this 4 May 18 20



Notary Public

My Commission Expires March 7, 2021

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Joyce I. Brown, Notary Public  
 Somerset Boro. Somerset County  
 My Commission Expires March 7, 2021

Copy of Notice of Publication

**NOTICE OF PROPOSED  
 WASTEWATER RATE  
 CHANGES**

TO OUR CUSTOMERS:

Hidden Valley Utility Services, L.P. is filing a request with the Pennsylvania Public Utility Commission ("PUC" or "Commission") to increase your wastewater rates as of July 1, 2018. This notice describes the Company's rate request, the PUC's role, and what actions you can take.

The Company has requested an overall rate increase of \$185,432 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter would increase from \$59.76 to \$96.42 per quarter, or by 61.3%.

The total bill for a commercial customer using 16,000 gallons per quarter would increase from \$276.60 to \$446.70 per quarter, or by 61.5%.

To find out how the requested increase may affect your wastewater bill, contact the Company at (833)-488-7800. The rates requested by the Company may be found in Supplement No.1 to Tariff Wastewater- Pa.

## STATEMENT OF ADVERTISING COSTS

Hidden Valley Utility Services, L.P.

Notice of Proposed Wastewater Rate Changes

4-18-L-27-7

To Daily American, Somerset

For publishing the notice or advertisement attached heretofore the above stated dates	\$ 231.80
Probating same.....	5.00
Total.....	\$ 236.80

## 's Receipt for Advertising Costs

The put ..... a daily newspaper, hereby acknowledges receipt of aforesaid advertising and publication



NOTARIAL SEAL  
Joyce I. Brown, Notary Public  
Somerset Boro. Somerset County  
My Commission Expires March 7, 2021

Notary Public

My Commission Expires .....March 7, 2021.....

Copy of Notice of Publication

**NOTICE OF PROPOSED  
WASTEWATER RATE  
CHANGES**

TO OUR CUSTOMERS:

Hidden Valley Utility Services, L.P. is filing a request with the Pennsylvania Public Utility Commission ("PUC" or "Commission") to increase your wastewater rates as of July 1, 2018. This notice describes the Company's rate request, the PUC's role, and what actions you can take.

The Company has requested an overall rate increase of \$185,432 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter would increase from \$59.76 to \$96.42 per quarter, or by 61.3%.

The total bill for a commercial customer using 18,000 gallons per quarter would increase from \$276.60 to \$446.70 per quarter, or by 61.5%.

To find out how the requested increase may affect your wastewater bill, contact the Company at (833)-488-7800. The rates requested by the Company may be found in Supplement No.1 to Tariff Wastewater- Pa. P.U.C. No. 1. You may examine the material filed with the PUC which explains the requested increase and the reasons for it. A copy of this material is kept at the Company's office. Upon request, the Company will send you the Statement of Reasons for Supplement No. 1 to Tariff Wastewater-Pa. P.U.C. No. 1, explaining why the rate increase has been requested.

The put costs, and c

I hereby said notice.

Attorney

The state agency which approves rates for public utilities is the PUC. The PUC will examine the requested rate increase and can prevent existing rates from changing until it investigates and/or holds hearings on the request. The Company must prove that the requested rates are reasonable. After examining the evidence, the PUC may grant all, some, or none of the request or may reduce existing rates.

The PUC may change the amount of the rate increase or decrease requested by the utility. As a result, the rate charged to you may be different than the rate requested by the Company and shown above.

**HIDDEN VALLEY UTILITY SERVICES, L.P.**

**STATEMENT OF ADVERTISING COSTS**

Hidden Valley Utility Services, L.P.

Notice of Proposed Wastewater Rate Changes

4-18-L-27-7

To Daily American, Somerset

For publishing the notice or advertisement attached heretofore the

above stated dates \$ 231.80

5.00

Probating same..... \$.....

Total..... \$ 236.80

**'s Receipt for Advertising Costs**

a daily newspaper, hereby acknowledges receipt of aforesaid advertising and publication in fully paid.

Daily American, Somerset,  
Publisher of Daily American, a Newspaper.

by Budget A. But

ie original Proof of Publication and Receipt for the advertising costs in the subject matter of

# **R-3 Wastewater**

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

Pennsylvania Public Utility Commission :  
v. : Docket No. R-2018-3001307  
Hidden Valley Utility Services, L.P. -- :  
Wastewater :

**AFFIDAVIT OF JAMES M. KETTLER REGARDING  
COMPLIANCE WITH NOTICE REQUIREMENTS**

On this 30<sup>th</sup> day of April, 2018, before the undersigned Notary Public in and for the State of Maryland and County of FREDERICK, personally appeared James M. Kettler, who, being duly sworn according to law, deposes and says that he is the President of Hidden Valley Utility Services, L.P. ("HVUS") and that:

(1) On April 27, 2018, HVUS filed Supplement No. 1 to Tariff Wastewater - Pa. PUC No. 1 ("Supplement No. 1") with the Pennsylvania Public Utility Commission ("Commission");

(2) The required notice of Supplement No. 1 was posted in a conspicuous place in each company office at which payments are accepted in compliance with the PUC's regulations at 52 Pa. Code § 53.45(b)(1);

(3) The required notice of Supplement No. 1 was mailed to customers at least 61 days before the proposed effective date of Supplement No. 1, in compliance with the PUC's regulations at 52 Pa. Code § 53.45(b)(2);

(4) A press release was distributed to the major newspapers, radio and television stations serving HVUS's service territory on April 27, 2018, in compliance with the PUC's regulations at 52 Pa. Code § 53.45(b)(3); and

(5) Notice of Supplement No. 1 will be provided to new wastewater customers of HVUS following completion of an application for service, in compliance with the PUC's regulations at 52 Pa. Code § 53.45(c).

  
James M. Kettler

Subscribed and sworn to  
Before me this 30<sup>th</sup> day  
Of April, 2018

Christina L. Barnhard

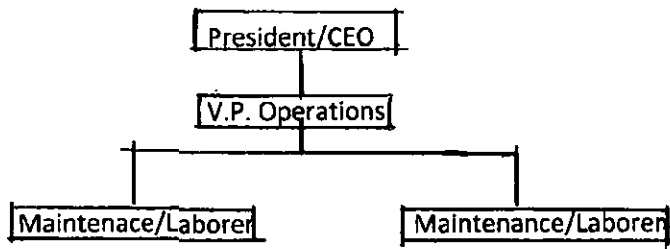
CHRISTINA L. BARNHARD  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
MY COMMISSION EXPIRES APRIL 27, 2020

RECEIVED  
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PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

# **R-4 Wastewater**

Hidden Valley Utility Services -

Organization Chart



# **R-7A Wastewater**

## AGREEMENT OF LEASE

AGREEMENT OF LEASE made this 30<sup>th</sup> day of August, 2007, by and between HIDDEN VALLEY RESORT, L.P. (hereinafter called "Landlord"), a Pennsylvania limited partnership having its principal place of business in Jefferson Township, Somerset County, Pennsylvania, and HIDDEN VALLEY UTILITY SERVICES, L.P. (hereinafter called "Tenant"), a Pennsylvania limited partnership having its principal place of business in Jefferson Township, Somerset County, Pennsylvania.

WHEREAS, Landlord has full right and power to lease pursuant hereto six parcels of land (the "Premises") more particularly described in and/or shown outlined in red on Exhibits A, B, C, D, E and F attached hereto and made a part hereof. The Premises are sometimes hereinafter called the "Leased Premises;" and

WHEREAS, prior to the execution of this Lease, Tenant and its predecessors have erected, occupied, and operated certain improvements on the Leased Premises, including public water supply wells, sewage treatment plant, sewage treatment lagoons, water storage tanks, pump stations, effluent storage lagoon, sprayfield, and access roads (hereinafter the "Facilities") to substantially serve the Hidden Valley Four Seasons Resort (the "Resort") in accordance with the Planning Module For Land Development dated January 23, 1992; and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to take and hire from Landlord that portion of the Leased Premises on which the Facilities are located.

NOW, THEREFORE, WITNESSETH, that Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord the Leased Premises, subject to the terms and conditions hereof.

### TERM

TO HAVE AND TO HOLD the Leased Premises unto Tenant for a term of twenty-eight (28) years commencing at 12:01 A.M. on August 1, 2007 (the "Commencement Date") and ending at 11:59 P.M. on July 31, 2035; subject nevertheless, to the following covenants and conditions which Landlord and Tenant respectively covenant and agree to keep and perform. Notwithstanding the above, Landlord may terminate this Lease with respect to the Leased Premises or any part thereof at any time on thirty (30) days prior written notice to Tenant when the portion of the Leased Premises being terminated is not being utilized in the operation of Tenant's business; provided however, such termination is



subject to any required Pennsylvania Public Utility Commission ("PUC") approvals.

RENT

1. A. Beginning on the Commencement Date and on the first, second, and third anniversary dates thereafter (each twelve (12) month period being a "lease year"), Tenant shall pay to Landlord as annual rental for the Leased Premises the amount of \$10.00.

B. Beginning on August 1, 2010 and on the first day of the month for the next eleven (11) consecutive months thereafter, Tenant shall pay to Landlord as monthly rental for the Leased Premises the amount of \$3,700.00 per month.

C. Beginning on August 1, 2011 and on each anniversary thereof for the balance of the initial term of this Lease thereafter, the monthly rental for each lease year beginning August 1, 2011, Tenant shall pay the following monthly rental pursuant to the following calculation:

"The monthly rental for which this calculation is made shall be the product of 3,700.00 times a fraction the numerator of which shall be the CPI in effect at the expiration of the extant anniversary date and the denominator of which is the CPI in effect for July 2010."

Notwithstanding the results of the above calculation, the monthly rental for each subsequent lease year shall not be less than the rent in effect for the then expiring lease year.

The CPI, as referred to herein, means the Consumer Price Index for all Urban Consumers 1984=100 relating to the United States City Average for All Items, as issued by the Bureau of Labor Statistics of the United States Department of Labor, or any successor to the function thereof. In the event of the conversion of the CPI to a different standard reference base or any other revision thereof, the determination hereunder shall be made with the use of such Bureau of Labor Statistics or successor to the functions thereof or in the absence of the publication of such conversion factor, such formula or table as the parties shall mutually designate.

TAXES

2. Tenant will pay to Landlord on demand and as additional rental hereunder Tenant's allocable share of all real estate taxes (including taxes levied or assessed in lieu

of or as a substitution for real estate taxes) imposed, assessed or levied upon or against the portion of the Leased Premises and/or the Facilities used in the operation of Tenant's business during the term of this Lease, provided however no real estate taxes are payable in the event the Facilities are exempt from real estate taxes. Tenant shall have the right at its sole risk, cost, and expense, provided such exemption shall not raise Landlord's real estate taxes, to file for an exemption from real estate taxes.

In addition, Tenant will pay to Landlord on demand and as additional rental hereunder, each and every item of expense in the nature of a tax or imposition for the payment of which Landlord is or shall become liable by reason of Landlord's estate or interest in the portion of the Leased Premises or the Facilities used in the operation of Tenant's business, or any portion thereof, including without limiting the generality thereof all personal property taxes, sales taxes, excise taxes, use and occupancy taxes, whether or not the same are now customarily levied or enacted and regardless of whether the same shall be general or special, foreseen or unforeseen, provided the same shall be (i) levied or assessed against Landlord or Tenant in connection with the portion of the Leased Premises or the Facilities used in the operation of Tenant's business, or any portion thereof, or (ii) levied, assessed or imposed upon or against, or which shall be measured by, any rents or rental income, as such, payable to Landlord hereunder, provided, however, that Tenant shall not be obligated hereunder to pay any of the following:

a. any estate, inheritance, devolution, succession, transfer, legacy or gift tax which may be imposed upon or with respect to any transfer of Landlord's interest in the Leased Premises; or

b. any net income tax levied upon or against Landlord's income from all sources.

USE

3. Tenant will use and occupy the Leased Premises only for the purpose of operating the Facilities, and will not create, permit or maintain any nuisance thereon. Tenant will not use or occupy or suffer or permit the Leased Premises or any part thereof to be used or occupied for (a) any purpose contrary to law or the rules or regulations of any governmental authority having jurisdiction over the Leased

Premises, including but not limited to the requirements of the PUC and the Department of Environmental Protection, and (b) any purpose which in the reasonable judgment of Landlord is hazardous or detrimental to persons or property.

So long as this Lease remains in effect, Landlord shall provide to Tenant (i) unlimited access to and use of the access roads, water supply wells, pump stations and underground water and sewer transmission lines that are part of the Facilities and may be located on or under portions of the Resort other than the Leased Premises and (ii) the right to remove from the water supply wells all water as is reasonably necessary to operate the Facilities and provide water and sewage treatment services to the customers of the Facilities at the Resort.

So long as this Lease remains in effect, Landlord shall permit Tenant to discharge treated effluent on the golf course that comprises part of the Resort and through the snow-making equipment that produces artificial snow for the ski hills that comprise part of the Resort, pursuant to existing governmental approvals and permits issued to Tenant and in such manner as is generally consistent with the current practice of the Facilities.

So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant, apply for, or cause any application to be filed for, any change in zoning classification for, or permitted use of, the Leased Premises, which consent shall not be unreasonably withheld.

#### MAINTENANCE AND REPAIRS

4. Subject to the provisions of this Lease setting forth the rights of Tenant with respect to Alterations, condemnation, demolition and damage by casualty, Tenant shall maintain, or cause to be maintained at no expense to Landlord, all equipment and improvements that exist on the Effective Date or may hereafter be placed on the Leased Premises and that are a part of the Facilities in a good state of repair during the term of this Lease, normal wear and tear and casualty excepted.

Tenant shall at Tenant's sole cost and expense comply with all governmental laws and regulations relating to Tenant's use and occupancy of the Leased Premises, the Facilities and the business conducted therein including without limitation compliance with laws relating to

accessibility to, usability by and discrimination against disabled individuals.

#### ALTERATIONS

5. Tenant, subject to written consent of Landlord, which consent shall not be unreasonably withheld, shall have the right, at any time and from time to time during the term of this Lease, to construct, improve, alter, maintain, repair or replace ("Alterations") any and all equipment and improvements which now exist or may hereafter be constructed on the Leased Premises that relate to the Facilities, provided such Alterations do not materially and adversely affect Landlord and the provision of water and sewage treatment services to the Resort. All costs and expenses of any Alterations not requested by Landlord under a separate written agreement shall be paid by Tenant, and all building materials and salvage resulting from any Alterations shall be the property of Tenant. Any extensions of or additions to the public water and sanitary sewer transmission lines, pump stations, water supply wells, sewage treatment lagoons, sewage treatment plants (including a new plant) and related equipment and improvements requested by Landlord shall be made only (i) after Tenant's approval of the plans and specifications for such extension or addition (which plans and specifications shall include a description of the type and size of mains to be installed, if any), such approval not to be unreasonably withheld, conditioned or delayed, (ii) after Tenant's approval of the contractor or contractors to perform the work necessary to install such extension or addition, such approval not to be unreasonably withheld, conditioned or delayed, (iii) after Tenant is reasonably satisfied that such extension or addition is in compliance with all rules and regulations of the PUC, DEP and any other applicable Government Authority and will not result, directly or indirectly, in any adverse tax consequences to Tenant under Section 118 of the Internal Revenue Code of 1986, as amended, or otherwise, provided Tenant shall use its best efforts to structure the transaction not to cause any adverse income tax consequence to Tenant, and (iv) at Landlord's sole cost and expense including any reasonable out-of-pocket cost or expense incurred by Tenant in connection with such extension or addition. In the event Tenant applies to the PUC for, or is requested by Landlord to apply to the PUC for, and obtains from the PUC a rate increase on account of the cost of any such extension or addition, to the extent, but only to the extent, such rate increase is based on

the cost of such extension or addition paid for by Landlord, Tenant shall promptly remit to Landlord any fees or charges received from customers of Tenant's business to the extent, but only to the extent, such fees or charges are directly attributable to the portion of the rate increase based on the cost of such extension or addition paid for by Landlord. In addition, Tenant shall promptly remit to Landlord any grant, loans or funds received from any third party received by Tenant to the extent, but only to the extent, such amounts constitutes a direct recovery of the cost of any such extension or addition paid for by Landlord.

If any lien should be filed against Landlord, Tenant or the Leased Premises for, or purporting to be for, labor, material or services alleged to have been furnished to or for the Leased Premises at the behest of Tenant, Tenant shall, promptly after receiving notice thereof, pay or bond and discharge the same. In the event Tenant fails promptly to discharge any such lien, then Landlord may at its option discharge same and charge the expense thereof to Tenant, and Tenant shall, immediately upon demand, pay such expense to Landlord as additional rental hereunder.

**ASSIGNMENT  
/TRANSFER**

6. Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises or permit any other person or persons to occupy same without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the above, after July 1, 2010, Tenant shall have the unrestricted right to sell its sewer and water business and assign this Lease, and its rights, privileges and obligations under this Lease, to any person or entity that has a PUC Certificate to operate the Facilities, and in the event of such assignment or any other assignment by Tenant of this Lease, Tenant shall be automatically released from any and all obligations and liabilities hereunder from and after the date of such assignment.

**UTILITIES**

7. Tenant will pay for all public and private utility services, including water and sewer rentals, used or consumed on or in connection with the Facilities.

**INSURANCE**

8. During the term of this Lease, Tenant will at Tenant's sole cost and expense maintain with insurance companies reasonably satisfactory to Landlord commercial general liability and property damage insurance with respect to the Leased Premises and the Facilities, with minimum

limits of \$1,000,000 with respect to the death or injury of one person, and \$2,000,000 with respect to the death or injury of two or more persons and \$200,000 with respect to property damage. Such insurance coverage shall be endorsed to include the contractual liability assumed by Tenant under section 9 hereof.

During the term of this Lease, Tenant will at Tenant's sole cost and expense keep the insurable portions of the Leased Premises and the Facilities insured against loss or damage by fire and all standard extended coverage, including vandalism, malicious mischief and damage caused by leakage from any sprinkler system, in such Pennsylvania qualified insurance company or companies as Tenant may select subject to the approval of Landlord, such approval not to be unreasonably withheld. Such insurance policy or policies shall cover insurable portions of the Facilities in an amount not less than the replacement value of the Facilities. The policy or policies for such insurance shall be made and taken in the name of Tenant as Tenant and in the name of the Landlord as their respective interests may appear.

Tenant shall furnish to Landlord upon request certificates evidencing the commercial general liability insurance and property damage coverage as provided in this section 8 above, said certificate to contain the standard 10-day notification clause to Landlord in the event of change or cancellation of insurance coverage and shall name Landlord as an additional insured.

In addition to the insurance requirements set forth in this section 8 of this Lease, Tenant shall maintain during the term of this Lease, or any extension thereof, workers' compensation and employer's liability insurance at the statutory limits on its employees at the Leased Premises and shall indemnify, defend and hold harmless Landlord from and against any and all expenses connected with claims made by Tenant's employees for injuries incurred at the Leased Premises.

#### INDEMNITY

9. Tenant will protect, defend, and save and keep Landlord forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Tenant or those holding under Tenant, and Tenant will at all times protect, defend, indemnify and save and keep

harmless Landlord against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Leased Premises caused by the negligence or willful misconduct of Tenant, its employees or agents and causing injury to any person or property whomsoever or whatsoever, and will protect, defend, indemnify, save and keep harmless Landlord against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease to be performed by Tenant.

**LANDLORD'S  
INDEMNITY**

10. Landlord shall indemnify, hold harmless and defend Tenant from and against any and all costs, expense, including reasonable attorneys' fees, liability, injuries (including death), losses, damages, suits, actions, fines, penalties, claims or demands of any kind which are asserted by or on behalf of any person or entity arising out of or in any way connected with, and Tenant shall not be liable to Landlord on account of, any accident, death or personal injury or damage to property which shall occur on or about the Leased Premises therein or thereon except to the extent caused by the negligence or willful misconduct of Tenant, its employees or agents, and Landlord will protect, defend, indemnify, save and keep harmless Tenant against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Landlord in any respect to comply with and perform all the requirements and provisions of this Lease to be performed by Landlord.

**SURRENDER**

11. Tenant will deliver up and surrender to Landlord possession of the Leased Premises and the Facilities upon expiration of the term of this Lease or upon the earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of the term of this Lease, ordinary wear and tear and damage by insured casualty excepted. Tenant hereby waives any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

**ACCESS TO  
LEASED  
PREMISES**

12. Tenant will permit Landlord or Landlord's agents to inspect or examine the Leased Premises at any reasonable time and permit Landlord to make such repairs to the Leased Premises as Landlord may deem necessary for preservation

of the Leased Premises and which Tenant has failed so to make without the same being construed as an eviction of Tenant in whole or in part, and the rent shall in no wise abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work.

**TENANT'S  
PROPERTY**

13. All fixtures, equipment and other property placed or installed in or on the Leased Premises by Tenant and designed for and used in the conduct of Tenant's business in the Leased Premises, shall at all times be and remain the property of Tenant. At the termination of this Lease, all equipment, fixtures and other property located on the Leased Premises shall be deemed abandoned by Tenant and become the sole property of Landlord provided Landlord or Purchaser pays or causes to be paid to Tenant the Purchase Price as defined in the Purchase Agreement.

**SIGNS**

14. INTENTIONALLY OMITTED.

**CONDEMNATION  
OF THE LEASED  
PREMISES**

15 INTENTIONALLY OMITTED.

**DAMAGE**

16. If, during the term of this Lease, the Facilities are so damaged or destroyed by insured casualty so as to render the Facilities unfit for occupancy by Tenant for the purposes set forth in section 3 of this Lease, Tenant shall, at its sole cost and expense, restore the Facilities as soon as commercially reasonable.

**DEFAULT**

17. Tenant covenants and agrees that if any of the following events of default occur, that is, if:

a. Tenant shall fail, neglect or refuse to pay any rent or sums payable hereunder for taxes and insurance in the amount as herein provided, or if Tenant shall fail to keep and maintain in full force and effect the insurance required under section 8 of this Lease, and if any such default should continue for a period of more than thirty (30) days after notice thereof by Landlord to Tenant; or

b. Any execution be issued against a substantial part of Tenant's assets or bankruptcy, receivership or insolvency proceedings be instituted by or against Tenant or an



assignment made by Tenant for the benefit of creditors, or Tenant shall fail to maintain and repair the Facilities as provided herein, or Tenant's PUC certificate of public convenience shall no longer enable Tenant to operate the Facilities, and in the event any such failure, neglect or refusal shall continue for a period of more than sixty (60) days after notice thereof is given in writing to Tenant by Landlord, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance with said notice; then

Tenant does hereby authorize and fully empower Landlord, as Landlord's sole and exclusive remedy, to cancel or annul this Lease at once and to re-enter and take possession of the Leased Premises immediately, without any previous notice of intention to re-enter, and to remove all persons and their property therefrom, and to use such assists in effecting and perfecting such removal of Tenant as may be necessary and advisable to recover at once first and exclusive possession of the Leased Premises, without being deemed guilty of any manner of trespass, in which event this Lease shall terminate subject to any required Pennsylvania Public Utility Commission approvals; provided, however, Landlord shall have the right with the consent of the PUC to relet the Leased Premises to Jefferson Township or to any other authority or entity approved by the PUC for such periods of time and at such rentals and for such use and upon such covenants and conditions as Landlord may elect.

CONFESION OF JUDGMENT 18. INTENTIONALLY OMITTED.

HOLD OVER 19. If Tenant shall with the prior written consent of Landlord or if so required by the PUC remain in possession of the Leased Premises or the Facilities after the expiration of the term of this Lease, then Tenant shall be deemed a tenant of the Leased Premises from month to month at the same monthly rental and subject to all of the terms and provisions hereof, except only as to the term of this Lease. If Tenant shall remain in possession without the written consent of Landlord and without being required by the PUC to remain in possession of the Leased Premises or the Facilities, Tenant

shall pay Landlord for each month or portion thereof it remains in possession of the Leased Premises an amount equal to 1½ times the amount of monthly rental for the initial term of this Lease. Tenant shall also pay all damages sustained by Landlord by such failure to vacate and surrender the Leased Premises.

**QUIET  
ENJOYMENT**

20. If Tenant pays rental and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall, at all times during the term of this Lease, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to any portion of the Leased Premises as may be taken under the power of eminent domain.

**NOTICES**

21. All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given as of the date of mailing if sent by postage prepaid, first class, United States registered or certified mail, return receipt requested, to each of the parties at the following places, or to such other places as either party hereto may for itself designate in writing from time to time for the purpose of receiving notices hereunder:

To Landlord:  
HIDDEN VALLEY RESORT, L.P.  
1 Craighead Drive  
Hidden Valley, PA 15502

To Tenant:  
HIDDEN VALLEY UTILITY SERVICES, L.P.  
1 Craighead Drive  
Hidden Valley, PA 15502

**MARGINAL  
NOTES**

22. Marginal notes used herein are for the purpose of convenience only and shall not be used in construing this Lease.

**ENTIRE  
AGREEMENT**

23. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by either party.

NON-  
DISTURBANCE

24. Landlord represents to Tenant that the Leased Premises is not presently subject to any mortgage, ground lease, or other encumbrances pursuant to which Tenant's leasehold interest could be divested. If Landlord subsequently secures any lease or any indebtedness by a mortgage against the Leased Premises superior to this Lease, Landlord shall obtain a written non-disturbance agreement acceptable to Tenant in recordable form providing that so long as Tenant performs all of the terms, covenants and conditions of this Lease to be performed by Tenant and agrees to attorn to the mortgagee, beneficiary of the deed of trust, purchaser at a foreclosure sale, prime lessor or fee owner, Tenant's rights under this Lease shall not be disturbed and this Lease shall remain in full force and effect for the term and any renewal thereof, and Tenant shall not be named or joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder.

LIMITATION OF  
LANDLORD

25. Notwithstanding the provisions hereof, the term "Landlord" as used in this Lease means only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of title to the Leased Premises to a party assuming Landlord's obligations hereunder Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder arising during the period it is the holder of Landlord's interest hereunder.

Landlord shall have the right at all times during the term of this Lease, subject to this Lease, to sell, convey, transfer and assign the Leased Premises, subject to the terms of this Lease, and to sell, convey, transfer and assign Landlord's interest in the Lease. Upon a sale of fee simple title to the Leased Premises, Landlord shall be relieved from Landlord's obligations under this Lease from and after the date such sale is consummated, if, and only if, the purchaser of such interest shall assume and agree to perform and discharge each and every obligations of Landlord under this Lease; provided, however, that in no event shall Landlord be relieved of any obligation or liability arising or accruing hereunder prior to the date on which such sale is consummated. Each such sale, conveyance, transfer and

assignment shall be subject to the provisions of this Lease and to the right, title and interest of Tenant in and to the Leased Premises.

If, and only if, Closing shall have been consummated under that certain Agreement of Purchase and Sale, dated as of April 25, 2007, by and between Hidden Valley Resort, L.P. ("Resort") (the Landlord hereunder as of the Commencement Date) and The Buncher Company ("Buncher"), then Resort shall assign its interest in and rights, privileges and obligations under this Lease as Landlord to Buncher and in that event, each and every reference in this Lease to Landlord shall be deemed a reference to Buncher from and after the date of such assignment, and Resort shall be automatically released from any and all obligations and liabilities hereunder as of the date of such assignment.

**FORCE MAJEURE** 26. Landlord shall not be liable to Tenant, and Tenant shall not be liable to Landlord, and shall not be in default under this Lease in any manner by reason of delay in performance of any covenant or condition in this Lease, if any such delay is caused by present or future governmental regulations, restrictions, strikes, lockouts, acts of terrorism, acts of a public enemy, unusual unavailability of materials or labor, severe adverse weather conditions, or by any other reason or reasons, whether similar or not to the foregoing, which delays are beyond the reasonable control of Landlord or Tenant, as the case may be, provided that Landlord or Tenant, as the case may be, shall use Landlord's or Tenant's, as the case may be, best efforts to overcome the same.

**ATTACHMENTS** 27. Attached to this Lease and made a part hereof, and initialed on behalf of both parties simultaneously with the execution of this Lease, are Exhibits A, B, C, D, E and F.

**GOVERNING LAW** 28. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**SEPARABILITY** 29. If any term or provision of this Lease, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30. Failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. Nothing in this Lease shall give either party the right to terminate this Lease except as otherwise specifically set forth in this Lease.

**AMENDMENTS**

31. This Lease may be amended, modified, renewed, extended, canceled or terminated only by a written instrument duly executed by both of the parties hereto.

**PROVISIONS  
CONSTRUED AS  
COVENANTS**

32. All the provisions of this Lease, insofar as they are applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing inhibited.

**BINDING EFFECT**

33. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, nevertheless, to the restrictions on assignment by Tenant as set forth in section 6 hereof and to the provisions of section 24 hereof.

**RESERVATIONS  
ROADS AND  
UTILITIES**

34. Landlord reserves for itself and others acting on its behalf, use of access roads and of utilities, and the right to make additional connections, as Landlord may deem necessary, without unreasonable interference with the operations of Tenant.

35. Acceptance of possession of the Leased Premises or opening the same for business shall be conclusive evidence that the Leased Premises are and were in good order and condition on the Commencement Date.

**BROKERAGE**

36. Landlord and Tenant each hereby warrants to the other that no real estate broker has been involved in this transaction on its behalf and that no finder's fees or real

estate commissions have been earned by any third party. Tenant agrees to indemnify Landlord and Landlord hereby agrees to indemnify Tenant for any liability or claims for commissions or fees arising from a breach of this warranty.

**HAZARDOUS  
SUBSTANCES**

37. Tenant shall not cause, permit or allow any Hazardous Substance to be generated, emitted, discharged, released or disposed of, on, in or from the Leased Premises by Tenant, Tenant's agents, employees, contractors, invitees or those holding under Tenant. Tenant shall comply with all Environmental Laws governing or relating to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances with respect to the use and occupancy of the Leased Premises or the condition thereof. Without limitation of the foregoing, if Tenant cause(d), permit(ted) or allow(ed) the emission, discharge, release, threatened release or disposal of any Hazardous Substance from, on or in the Leased Premises (hereinafter called the "Contamination") in violation of any Environmental Laws, Tenant shall promptly, at its sole cost and expense, take any and all actions necessary to remediate and/or remove Contamination and to comply with the Environmental Laws

Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, damages, remedial or removal actions or obligations, fines, judgments, liens, penalties, costs, expenses, diminished property value, lost or diminished rental revenue, liabilities or losses of any kind asserted against, or suffered or incurred by, Tenant and/or Landlord resulting directly or indirectly from the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the portion of the Leased Premises used in the operation of Tenant's business, whether or not originating prior to or after the date of execution of this Agreement of Lease. The provisions of the foregoing sentence shall survive the termination of this Lease.

As used herein, the term "Hazardous Substance" or "Hazardous Substances", shall mean any and all substances or materials which are defined as or listed as "hazardous materials", "toxic substances", "hazardous air pollutants", "toxic pollutants", "pollutants", and/or "contaminants" as those terms are used, defined or listed under any

Environmental Laws. As used herein the term "Hazardous Substance" shall also include any petroleum product, including gasoline, diesel fuel, motor oil and waste oil.

As used herein the term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule, order, regulation, injunction, writ or decree now or hereafter existing which governs or otherwise relates to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances including, without limitation, the Resource, Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act.

WITNESS the due execution hereof.

ATTEST:

HIDDEN VALLEY RESORT, L.P.

By: Kettler Brothers at Hidden Valley Inc., General Partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Corporate Seal)

ATTEST:

HIDDEN VALLEY UTILITY SERVICES, L.P.

By: Kettler Brothers at Hidden Valley, Inc., General Partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Corporate Seal)

# **R-7B Wastewater**





Tel: 412/422-9900  
Fax: 412/422-1298

Penn Liberty Plaza I  
1300 Penn Avenue, Suite 300  
Pittsburgh, PA 15222-4211

September 20, 2013

Mr. James M. Kettler  
811 Russell Avenue, Suite 300  
Gaithersburg, MD 20879

RE: AGREEMENT LEASE MADE AS OF AUGUST 31, 2007, BY AND BETWEEN THE BUNCHER COMPANY, LANDLORD (AS ASSIGNEE OF LANDLORD'S RIGHTS OF HIDDEN VALLEY RESORT, L.P.), AND HIDDEN VALLEY UTILITY SERVICES, L.P., TENANT, FOR LAND LOCATED AT HIDDEN VALLEY, JEFFERSON TOWNSHIP, SOMERSET COUNTY, PENNSYLVANIA


Dear Mr. Kettler

The Buncher Company ("Buncher") has executed an Agreement of Sale to sell its interest in the real estate and personal property located at Hidden Valley Resort (the "Resort") in Somerset County, Pa. The buyer is Seven Springs Mountain Resort, Inc., or its affiliate ("Seven Springs"). Closing on the transaction is scheduled for September 30, 2013.

Hidden Valley Utility Services, L.P. and Buncher are parties to the above-referenced agreement (the "Agreement"). You are hereby notified that pursuant to the sales transaction, Buncher will assign its rights and obligations in the Agreement to Seven Springs, and Seven Springs will assume all obligations under the Agreement and comply with all terms and conditions of the Agreement.

If you have questions, please feel free to contact me.

Very truly yours

  
Joseph M. Jackovic  
Vice President-General Counsel

JMJ/REW/mcz

September 26, 2013

To Whom It May Concern:

Seven Springs Mountain Resort recently purchased Hidden Valley Resort and will be taking ownership as of 12:01 AM on Tuesday, October 1, 2013. We request that the attached accounts be transferred from Hidden Valley (Buncher Hospitality Group) to Seven Springs Mountain Resort (dba Hidden Valley Resort). Our address is 777 Waterwheel Drive, Champion, PA 15622. Our EIN number is 25-1075087. Please let me know if you need any further information. I would appreciate a confirmation to be sent to myself and our Director of Property Maintenance, Chris Marso upon completion. Thank you for your time and consideration in this matter.



Sincerely,

Mark Berkowitz

Lead Financial Executive

Seven Springs Mountain Resort

(814) 352-2076

[mberkowitz@7springs.com](mailto:mberkowitz@7springs.com)

Main Contact:

Chris Marso

Director of Property Maintenance

Seven Springs Mountain Resort

(814) 233-0997

[cmarso@7springs.com](mailto:cmarso@7springs.com)

# **R-10 Wastewater**

# COLONY SPECIALTY INSURANCE COMPANY

FAX (814)926-4681 - Audit  
FAX (814)926-4070 - Claims  
FAX (814)926-3027 - Underwriting

ADMINISTRATIVE OFFICES: P. O. BOX 141, Rockwood, PA 15557-0141 (814)926-4661

## DIRECT BILL PREMIUM INVOICE

Workers Compensation Policy #: WC 681597 Invoice #: 02 Invoice Date: 11/03/2016  
Policy Period: 10/11/2016-10/11/2017 Due Date: 11/23/2016  
Insured:

HIDDEN VALLEY UTILITY SERVICE  
811 RUSSELL AVE STE F  
GAITHERSBURG MD 20879

Agent:  
#1287 Telephone: (724) 628-1290  
JOHN A. FIESTA AGENCY, INC.  
MEMBER/PAYETTE INS ASSOC., INC  
325 MEMORIAL BLVD.  
P. O. BOX 867  
CONNELLSVILLE PA 15425

DESCRIPTION	AMOUNT
Previous Balance	\$ .00
Current invoice amount	\$773.00
Pennsylvania Employer Assessments-Act 57	\$13.00
<b>Total amount currently due</b>	<b>\$786.00</b>

(History for this account) Payments received: \$4,643.00 Remaining balance: \$786.00

Last payment was received on 09/21/2016 for: \$4,643.00 Check # 1382

Colony 50-9

~~6127~~

6221

# COLONY SPECIALTY INSURANCE COMPANY

FAX (814)926-4681 - Audit  
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ADMINISTRATIVE OFFICES: P. O. BOX 141, Rockwood, PA 15557-0141 (814)926-4661

## DIRECT BILL PREMIUM INVOICE

## 2ND REQUEST

Workers Compensation Policy #: WC 678519 Invoice #: 13-02 Invoice Date: 12/06/2016  
Policy Period: 10/11/2015-10/11/2016 (Audit) Due Date: 11/20/2016  
Insured:

HIDDEN VALLEY UTILITY SERVICE  
811 RUSSELL AVE STE F  
GAITHERSBURG MD 20879

Agent: #1287 Telephone: (724) 628-1294  
JOHN A. FIESTA AGENCY, INC.  
MEMBER/FAYETTE INS ASSOC., INC  
325 MEMORIAL BLVD.  
P. O. BOX 867  
CONNELLSVILLE PA 15425

DESCRIPTION	AMOUNT
Previous Balance	\$ .00
Current invoice amount	\$754.00
Pennsylvania Employer Assessments-Act 57	\$13.00
Total amount currently due	\$767.00

(History for this account) Payments received: \$4,473.00 Remaining balance: \$767.00  
Last payment was received on 11/18/2015 for: \$596.00 Check # 1267

Remit this stub with your payment.

# COLONY SPECIALTY INSURANCE COMPANY

FAX (814)926-4681 - Audit  
FAX (814)926-4070 - Claims  
FAX (814)926-3027 - Underwriting

ADMINISTRATIVE OFFICES: P. O. BOX 141, Rockwood, PA 15557-0141 (814)926-4661

## DIRECT BILL PREMIUM INVOICE

Workers Compensation Policy #: WC 678519 Invoice #: 01 Invoice Date: 08/26/2016  
Policy Period: 10/11/2015-10/11/2016 Due Date: 10/11/2016  
Insured:

HIDDEN VALLEY UTILITY SERVICE  
811 RUSSELL AVE STE F  
GAITHERSBURG MD 20879

Agent:  
#1287 Telephone: (724) 628-1294  
JOHN A. FIESTA AGENCY, INC.  
MEMBER/FAYETTE INS ASSOC., INC  
325 MEMORIAL BLVD.  
P. O. BOX 867  
CONNELLSVILLE PA 15425

DESCRIPTION	AMOUNT
Previous Balance	\$ .00
Current invoice amount	\$954.00
Pennsylvania Employer Assessments-Act 57	\$16.00
<b>Total amount currently due</b>	<b>\$970.00</b>

(History for this account) Payments received: \$.00 Remaining balance: \$3,895.00

John A. Fiesta Agency, Inc.  
 325 Memorial Blvd  
 Connellsville, PA 15425-0867  
 Phone: 724-628-1234 Fax: 724-628-4068

Hidden Valley Utility Service  
 811 Russell Avenue, Suite F  
 Gaithersburg, MD 20879

<b>INVOICE NO. 6664</b>		Page 1
ACCOUNT NO. OP	DATE	
HIDDE-3 SE	09/12/2016	
General Liability (1/97)		
POLICY #		
3DW1398		
COMPANY		
Essex Insurance Company		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
10/28/2016	10/28/2017	
AMOUNT PAID	AMOUNT DUE	
	\$3,122.58	

\*\*\* PLEASE RETURN TOP PORTION WITH REMITTANCE \*\*\*

Item #	Trn	Type	Description	Amount
149210	REN	GL-S	GL-S RW 10/28/16-17	\$2,886.00

PLEASE SIGN THE ENCLOSED TERRORISM FORM AND RETURN WITH THE PREMIUM

149211	SUT	GL-S	Surplus Tax	\$86.58
149212	STP	GL-S	Stamping Fees	\$25.00
149213	POL	GL-S	Policy Fee	\$125.00

Liability Renewal

PLEASE REPLY BY OCTOBER 10, 2016

THANK YOU FOR YOUR BUSINESS

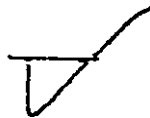
Invoice Balance: \$3,122.58

50-9 / 6150

FIESTA

**TRAVELERS**  
 JOHN A FIESTA AGENCY INC  
 P O BOX 867  
 CONNELLSVILLE PA 15425

01285 -L2



**Account Bill**

Account No. 4844X5160  
 Date of This Bill 11/02/16

TRAVELERS  
 50-9 6152

TOTAL BALANCE	\$1,130.00
MINIMUM DUE	\$571.00

HIDDEN VALLEY UTILTY SERVICE  
 811 RUSSELL AVENUE SUITE F  
 GAITHERSBURG MD 20879

**PAYMENT MUST BE RECEIVED BY:**  
NOVEMBER 22, 2016

ACCOUNT BILLING SUMMARY

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE	CO
1B637398 BA	Business Auto Pol	11/22/16-11/22/17	\$565.00	\$1,130.00	01
		Current Installment Charge	\$6.00		
TOTAL BALANCE			\$571.00	\$1,130.00	

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)	+1,130.00
TOTAL BALANCE	\$1,130.00

TRANSACTION DETAIL

POLICY NUMBER 1B637398 BA	Business Auto Pol	
11/22/16	Renewal	1,130.00
TOTAL TRANSACTIONS		\$1,130.00

CONTINUED ON NEXT PAGE

Please detach the payment coupon and mail with your payment in the enclosed envelope to:  
 TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.





PO Box 170  
Millville PA 17846-0170

**PREMIUM NOTICE**  
1879627

**Billing Name & Address**

HIDDEN VALLEY UTILITY SERVICE  
811 RUSSELL AVENUE SUITE F  
GAITHERSBURG MD 20879

**Agent**

JOHN A FIESTA AGENCY INC  
325 MEMORIAL BLVD  
PO BOX 867  
CONNELLSVILLE PA 15425

724/628-1234

**Policyholder Name and Address**  
if different from above

7/29/16  
Current Amount \$ 967.00

**Policy Number**  
1171664 CF

**DUE DATE**

**Coverage Period**

COMMERCIAL FIRE ANNUAL

**From:**

**To:**

(See payment options on reverse side)

Detach at perforation and return lower portion in enclosed envelope

# COLONY SPECIALTY INSURANCE COMPANY

ADMINISTRATIVE OFFICES: P. O. BOX 141, Rockwood, PA 15557-0141 (814)926-4661

FAX (814)926-4681 - Audit  
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## DIRECT BILL PREMIUM INVOICE

Workers Compensation Policy #: WC 681597 Invoice #: 01 Invoice Date: 08/26/2016  
Policy Period: 10/11/2016-10/11/2017 Due Date: 10/11/2016  
Insured:

HIDDEN VALLEY UTILITY SERVICE  
811 RUSSELL AVE STE F  
GAITHERSBURG MD 20879

Agent:  
#1287 Telephone: (724) 628-1294  
JOHN A. FIESTA AGENCY, INC.  
MEMBER/FAYETTE INS ASSOC., INC  
325 MEMORIAL BLVD.  
P. O. BOX 867  
CONNELLSVILLE PA 15425

DESCRIPTION	AMOUNT
Previous Balance	\$ .00
Current invoice amount	\$4,565.00
Pennsylvania Employer Assessments-Act 57	\$78.00
<b>Total amount currently due</b>	<b>\$4,643.00</b>

(History for this account) Payments received: \$ .00 Remaining balance: \$4,643.00

6151

AMHERST, NY 14226-0700  
 (800)888-3050 FAX: (800)569-2749  
 CUSTOMER SERVICE: (800)277-8878

<b>A CASH PRICE (TOTAL PREMIUMS)</b>	<b>\$2,341.56</b>	<b>AGENT</b> (Name & Place of business) JOHN A. FIESTA AGENCY, INC.	<b>INSURED</b> (Name & Residence or business) HIDDEN VALLEY UTILITY SERVICE
<b>B CASH DOWN PAYMENT</b>	<b>\$679.14</b>	325 MEMORIAL BLVD P.O. BOX 887 CONNELLSVILLE PA 15425 (724)628-4294 FAX: (724)628-4098	911 Russell Ave Ste 300 GAITHERSBURG MD 20878-3819
<b>C PRINCIPAL BALANCE (A MINUS B)</b>	<b>\$1,662.42</b>		

Commercial

Account #:

**LOAN DISCLOSURE**

Quote Number 4319884

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled
13.800%	\$97.08	\$1,662.42	\$1,759.50

**YOUR PAYMENT SCHEDULE WILL BE**

<b>Number Of Payments</b>	<b>Amount Of Payments</b>	<b>When Payments Are Due</b>
9	\$195.50	Beginning: MONTHLY 1/28/2015

TERMINATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment in default not to exceed \$100.00.

**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed by the actuarial method on a 360 day year or as otherwise allowed by law. In no event shall the interest exceed 1.5% of the amount financed for any 30 day period. The finance charge includes a predetermined interest rate plus a non-refundable servicing long rate fee of \$70.00. See the terms below and on the next page for additional information about nonpayment, default and penalties. In the event an insurance policy financed under this Agreement is voided by the insurer or cancelled prior to the inception date no interest will be charged.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	10/28/2015	ESSEX INSURANCE CO JOHN T. LUCIANO AGENCY, INC.	GENERAL LIABILITY	25.00%	12	2,152.00 Fee: 25.00 Tax: 64.50
				Broker Fee		50.00
				<b>TOTAL:</b>		<b>\$2,341.56</b>

The undersigned insured contracts IPFS Corporation (herein "Lender") to pay the premiums on the policies described on the Schedule of Policies in consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the address shown above, or as otherwise directed by Lender, the amount stated as Total of Payment in accordance with the Payment Schedule in each case as shown in the above Loan Disclosure. The insured insures this on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all unearned premium under each such policy or refund of a table from the insurer on cancellation of the policies; and (b) unearned premium arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints Lender and the insured with full power of substitution and full authority upon default to cancel all policies above identified herein, all claims assigned to Lender or in which insured granted Lender a security interest or to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.**

The undersigned hereby warrants and agrees to Agent's Representation set forth herein.

Signature of Insured or Authorized Agent  
 (11-13) Copyright 2013 IPFS Corporation

DATE

Signature of Agent

DATE

**TRAVELERS**  
 JOHN A FIESTA AGENCY INC  
 P O BOX 867  
 CONNELLSVILLE PA 15425

08670-L2

**Account Bill**

Account No. 4844X5160  
 Date of This Bill 11/02/15

TOTAL BALANCE	_____
\$1,030.00	_____
MINIMUM DUE	_____
\$521.00	_____

HIDDEN VALLEY UTILILTY SERVICE  
 811 RUSSELL AVENUE SUITE F  
 GAITHERSBURG MD 20879

**PAYMENT MUST BE RECEIVED BY:**  
NOVEMBER 22, 2015

ACCOUNT BILLING SUMMARY

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE	CO
1B637398 BA	Business Auto Pol	11/22/15-11/22/16	\$515.00	\$1,030.00	01
		Current Installment Charge	\$6.00		
TOTAL BALANCE			\$521.00	\$1,030.00	

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)	+1,030.00
TOTAL BALANCE	\$1,030.00

TRANSACTION DETAIL

POLICY NUMBER 1B637398 BA	Business Auto Pol	
11/22/15	Renewal	1,030.00
TOTAL TRANSACTIONS		\$1,030.00

CONTINUED ON NEXT PAGE

Please detach the payment coupon and mail with your payment in the enclosed envelope to:  
 TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

# **R-11 Wastewater**

**CME Engineering**  
 975 Georges Station Road  
 Suite 100  
 Greensburg, PA 15601  
 (724) 672-4800

*Please make checks payable to:*  
**"CME Management LLC"**  
*And remit to the following address:*  
 CME Management LLC  
 PO Box 644872  
 Pittsburgh, PA 15264-4872

Hidden Valley Utility Services  
 Attn: Jim Kettler  
 811 Russell Ave - Ste F  
 Gaithersburg, MD 20879

INVOICE NO: 0041706  
 DATE: December 17, 2015  
 CLIENT CODE: 0000959  
 PROJECT CODE: S010

Page 1 of 1

Potable Water System Feas Study

For period through: 12/12/2015

For Professional Services Rendered:	Amount
Water Study.	
Engineer Technician IV	
18.00 Hours @ \$ 74.00	1,332.00
<b>TOTAL FEES:</b>	<b>\$1,332.00</b>
<b>TOTAL AMOUNT DUE:</b>	<b>\$1,332.00</b>

PAYMENT DUE UPON RECEIPT

A finance charge of 1.5% per month will be assessed on all balances over 30 days.

**CME Engineering**  
 975 Georges Station Road  
 Suite 100  
 Greensburg, PA 15601  
 (724) 672-4800

*Please make checks payable to:*  
 "CME Management LLC"  
*And remit to the following address:*  
 CME Management LLC  
 PO Box 644272  
 Pittsburgh, PA 15264-4872

Hidden Valley Utility Services  
 Attn: Jim Kettler  
 811 Russell Ave - Ste F  
 Gaithersburg, MD 20879

INVOICE NO: 0042030  
 DATE: February 16, 2016  
 CLIENT CODE: 0000959  
 PROJECT CODE: S010

Page 1 of 1

Potable Water System Feas Study

For period through: 1/31/2016

For Professional Services Rendered	Amount
Report Preparation.	
Senior Project Manager	
16.00 Hours @ \$ 108.00	1,728.00
<b>TOTAL FEES:</b>	<b><u>1,728.00</u></b>
<b>TOTAL AMOUNT DUE:</b>	<b>1,728.00</b>

PAYMENT DUE UPON RECEIPT

A finance charge of 1.5% per month will be assessed on all balances over 30 days.





**CME Engineering**  
 975 Georges Station Road  
 Suite 100  
 Greensburg, PA 15601  
 (724) 672-4800

Please make checks payable to:  
 "CME Management LLC"  
 And remit to the following address:  
 CME Management LLC  
 PO Box 644872  
 Pittsburgh, PA 15264-4872

Hidden Valley Utility Services  
 Attn: Jim Kettler  
 811 Russell Ave - Ste F  
 Gaithersburg, MD 20879

INVOICE NO : 0042712  
 DATE : May 06, 2016  
 CLIENT CODE : 0000959  
 PROJECT CODE: S010

Page 1 of 1

Potable Water System Feas Study

For period through: 4/30/2016

For Professional Services Rendered:	Amount
Water Study Revisions.  Senior Project Manager <p style="text-align: right;">1.00Hours @ \$ 108.00  <b>TOTAL FEES:</b></p>	<p style="text-align: right;">108.00  <hr/> <b>\$108.00</b></p>
<b>TOTAL AMOUNT DUE:</b>	<b>\$108.00</b>

PAYMENT DUE UPON RECEIPT

A finance charge of 1.5% per month will be assessed on all balances over 30 days.

**CME Engineering**  
 975 Georges Station Road  
 Suite 100  
 Greensburg, PA 15601  
 (724) 672-4800

*Please make checks payable to:  
 "CME Management LLC"  
 And remit to the following address:  
 CME Management LLC  
 PO Box 644872  
 Pittsburgh, PA 15264-4872*

Hidden Valley Utility Services  
 Attn: Jim Kettler  
 811 Russell Ave - Ste F  
 Gaithersburg, MD 20879

INVOICE NO: 0041803  
 DATE: January 07, 2016  
 CLIENT CODE: 0000959  
 PROJECT CODE: S010

Page 1 of 1

Potable Water System Feas Study

For period through: 12/31/2015

For Professional Services Rendered:	Amount
Water System Study.	
Senior Project Manager	
8.00 Hours @ \$ 108.00	864.00
<b>TOTAL FEES:</b>	<b>\$864.00</b>
<b>TOTAL AMOUNT DUE:</b>	<b>\$864.00</b>

PAYMENT DUE UPON RECEIPT

A finance charge of 1.5% per month will be assessed on all balances over 30 days.

**CME Engineering**  
 975 Georges Station Road  
 Suite 100  
 Greensburg, PA 15601  
 (724) 672-4800

Please make checks payable to:  
 "CME Management LLC"  
 And remit to the following address:  
 CME Management LLC  
 PO Box 641872  
 Pittsburgh, PA 15264-4872

Hidden Valley Utility Services  
 Attn: Jim Kettler  
 811 Russell Ave - Ste F  
 Gaithersburg, MD 20879

INVOICE NO : 0042095  
 DATE : February 19, 2016  
 CLIENT CODE : 0000959  
 PROJECT CODE : S010

Page 1 of 1

Potable Water System Feas Study

For period through: 2/13/2016

For Professional Services Rendered:		Amount
Water Study.		
Project Director III	2.25 Hours @ \$ 139.00	312.75
Senior Project Manager	1.00 Hours @ \$ 108.00	108.00
Engineer Technician IV	15.00 Hours @ \$ 74.00	1,110.00
Senior Technician III	3.00 Hours @ \$ 69.00	207.00
Technician III	0.75 Hours @ \$ 54.00	40.50
<b>TOTAL FEES:</b>		<b>\$1,778.25</b>
02/13/16 Postage		0.49
02/13/16 Copies		49.71
02/13/16 Office Supplies		0.45
<b>TOTAL EXPENSES:</b>		<b>\$50.65</b>
<b>TOTAL AMOUNT DUE:</b>		<b>\$1,828.90</b>

CME

Div Acc  
 50-1 / 6224

PAYMENT DUE UPON RECEIPT

A finance charge of 1.5% per month will be assessed on all balances over 30 days.