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2018 MAY 24 PM 4: 25

May 24, 2018

VIA HAND DELIVERY

PA PUC SECRETARY'S BUREAU FRONT DESK

Ionathan P. Nase

Direct Phone 717-773-4191 215-372-2340 Direct Fax

inase@cozen.com

CONTAINS CONFIDENTIAL MATERIAL

Rosemary Chiavetta, Secretary Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2nd Floor - Filing Room Harrisburg, PA 17120

PENNSYLVANIA PUBLIC UTILITY COMMISSION V. HIDDEN VALLEY UTILITY Re: SERVICES, L.P. - WATER, DOCKET NO. R-2018-3001306

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

Jonathan P. Nase

AF P. Niese

Counsel for Hidden Valley Utility Services, L.P.

JPN:kmg **Enclosure**

Per Certificate of Service (with confidential attachments) Gerry and Melissa Pindroh (without confidential attachments)

James M. Kettler Paul R. Herbert

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-1. Please provide a copy of the written or printed notice Hidden Valley Utility Services, L.P. (HVUS) sent to customers pursuant to 52 Pa. Code § 53.45(b)(2) and provide evidence of the date this notice was mailed.

Answer:

A copy of the written notice is attached as Exhibit R-1A (Water). James F. Kettler personally mailed this notice to all customers on April 27, 2018. Also attached as Exhibit R-1B is a copy of a notice that Hidden Valley Foundation distributed by an e-mail blast to homeowners.

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

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Attached as Exhibit R-2 (water) is a copy of the advertisement placed in the

only local newspaper in Hidden Valley, Pennsylvania.

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

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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 (Water) 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, Hidden Valley Utility Services, L.P.

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

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

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

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Please refer to the Excel file on the enclosed CD under the tab "Water" for

the depreciation schedule for the water assets.

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

Consultants, LLC

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-6. Please provide a copy of HVUS'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 (Water) is HVUS's 2015 Federal income tax return. Attached

as Exhibit R-6B (Water) is HVUS's 2016 Federal income tax return.

Exhibits R-6A and R-6B are CONFIDENTIAL.

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

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Attached as Exhibit R-7A (Water) is the Agreement of Lease between Hidden Valley Resort, LP and Hidden Valley Utility Services, L.P. Attached as Exhibit R-7B (Water) 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, Hidden Valley Utility Services, L.P.

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-8. Please provide justification for HVUS'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:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-9. Please provide justification for HVUS'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, Hidden Valley Utility Services, L.P.

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Attached as Exhibit R-10 (Water) 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, Hidden Valley Utility Services, L.P.

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer: Attached as Exhibit R-11 (Water) 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.

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Attached as Exhibits R-12A (Water) 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, Hidden Valley Utility Services, L.P.

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-13. Please quantify total expenses incurred by HVUS 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 thru 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, Hidden Valley Utility Services, L.P.

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Any contributions in aid of construction received related to utility plant were

not booked to water 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:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

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

Answer:

Attached as Exhibit R-15 (Water) 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:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-16. HVUS's 2016 annual financial report identified revenue from public fire protection customers. Please identify the rates paid by, and the applicable rate schedule for, public fire protection customers.

Answer:

The 2016 annual report is in error. There are no public fire hydrants. All

water operating revenues are classified properly as shown on page 7 of

Exhibit PRH-2.

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

Consultants, LLC

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-17. Please identify the number of unmetered HVUS customers by customer classification (i.e., residential, availability, private fire, etc.) as of December 31, 2017.

Answer:

There are 18 unmetered customers identified as "Availability" and 50

customers identified as "Private Fire" on page 4 of Exhibit PRH-2.

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

Consultants, LLC

Date:

Hidden Valley Utility Services, L.P. Supplement No. 1 to Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2018-3001306

R-18. HVUS's 2016 annual financial report filed with the Commission indicated \$602,441 in utility plant account 311.30 – Pumping Equipment, while page 10 of the filing's Exhibit PRH-2 identified \$602,441 in utility plant account 320.3 – Water Treatment Equipment. Please provide an explanation for this discrepancy.

Answer:

The 2016 Annual Report to the Commission is in error. Pumping

Equipment is included in Account 311.2 or 311.4 as shown on page 10 of the exhibit. Equipment under the "Water Treatment" category should be

recorded in account 320.3, Water Treatment Equipment.

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

Consultants, LLC

Date:

VERIFICATION

I, I knowledge, 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).

Jan Wflulle

VERIFICATION

I, <u>PAUL R. HEREA</u> 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 74 7218

Paul K Helent

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission

٧.

Docket No. R-2018-3001306

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

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

Christine Maloni Hoover, Esquire Office of Consumer Advocate 555 Walnut Street Forum Place, 5th Floor Harrisburg, PA 17101-1923 Office of Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101-1303

> PA PUC SECRETARY'S BUREAU FRONT DESK

DATED: May 24, 2018

Jonathan P. Nase, Esquire

∽Counsel for Hidden Valley Utility Services, L.P.

R-1A Water

NOTICE OF PROPOSED WATER 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 water 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 \$150,629 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter with a 5/8-inch meter would increase from \$26.64 to \$54.72 per quarter, or by 105.4%.

The total bill for a commercial customer using 19,000 gallons per quarter with a 5/8-inch meter would increase from \$144.43 to \$277.80 per quarter, or by 92.3%.

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

----- Forwarded message -----

From: Hidden Valley Foundation Inc. <hclp@hvftoday.com>

Date: Mon, Apr 30, 2018 at 3:33 PM

Subject: Notice of Proposed Water Rate Changes

To: kettlerjmk@gmail.com

April 27, 2018

NOTICE OF PROPOSED WATER 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 water 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 \$150,629 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter with a 5/8-inch meter would increase from \$26.64 to \$54.72 per quarter, or by 105.4%.

The total bill for a commercial customer using 19,000 gallons per quarter with a 5/8-inch meter would increase from

\$144.43 to \$277.80 per quarter, or by 92.3%.

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

Proof of Publication of Notice in Daily American

| County of Somerset) ss | |
|---|--|
| Warren T. Koppenhofer, Jr. | |
| | s: That he is editor, general manager, advertising director of the Daily American, 4 West Main Street, in the Borough of Somerset, County of Somerset and State of |
| said newspaper ha been published daily in the Boi | newspaper of general circulation on the First day of July, 1929, since which date ough of Somerset; that a copy of the printed notice, hereto attached, is exactly as the on of the Daily American, published on the following dates, viz: April 27, 2018 |
| | ' |
| | |
| That affiant further deposes and declares that it that all allegations in the foregoing statement as to | e is not interested in the subject matter of the aforesaid notice of publication and time, place and character of publication are true. |
| 4 | May 18 |
| Sworn to and subscribed before me this | day of Durie I Drouin |
| COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Joyce I. Brown, Notary Public Somersel Boro, Somersel County My Commission Expires March 7, 2021 | My Commission Expires March 7, 2021 |
| Copy of Notice of Publication NOTICE OF PROPOSED | STATEMENT OF ADVERTISING COSTS Hidden Valley Utility Services, L.P. |
| WATER RATE CHANGES TO OUR CUSTOMERS: | , Notice of Proposed Water Rate Changes |
| 1 | |
| Hidden Valley Utility Services, L.P. is filing a request with the Pennsylvania Public Utility Commission ("PUC" or "Com- mission") to increase your water rates as of July 1, 2018. This no- tice describes the Company's rate request, the PUC's role, | 4-18-L-27-6 · |
| | To Daily American, Somerset |
| and what actions you can take. | For publishing the notice or advertisement |
| The Company has requested an overall rate increase of \$150,629 per year. If the Company's entire request is approved, the total bill | attached heretofore the above stated dates \$ |
| for a residential customer using 2,100 gallons per quarter with a 5/8-inch meter would increase from \$26.64 to \$54.72 per quar- | 5.00 |
| ter, or by 105.4%. | Probating same\$ |
| The total bill for a commercial customer using 19,000 gallons per quarter with a 5/8-inch meter would increase from \$144.43 to \$277.80 per quarter, or by 92.3%. | 239.85 Total\$ |
| | • |

To find out-how the requested fincrease may affect your water bill, contact the Company at r's Receipt for Advertising Costs

(833)-488-7800. The rates requested by the Company may

The pthe found in Supplement No.1 n. a daily newspaper, hereby acknowledges receipt of aforesaid advertising and publication

NOTARIALSEAL

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

| | , | |
|-------------------|---------------|--|
| ommission Evnires | March 7, 2021 | |

Notary Public

Copy of Notice of Publication

NOTICE OF PROPOSED WATER RATE CHANGES

TO OUR CUSTOMERS:

Hidden Valley Utility Services, L.P. is filing a request with the Public Pennsylvania Commission ("PUC" or "Commission") to increase your water 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 \$150,629 per year. If the Company's entire request is approved, the total bill for a residential customer using 2,100 gallons per quarter with a 5/8-inch meter would increase from \$26.64 to \$54.72 per quarter, or by 105.4%.

The total bill for a commercial customer using 19,000 gallons per guarter with a 5/8-Inch meter would increase from \$144.43 to \$277.80 per quarter, or by

To find out how the requested Increase may affect your water

costs, and to Tariff Water- Pa. P.U.C. No. 11. You may examine the mattern fully paid.

1. You may examine the mattern fully paid.

1. You may examine the mattern fully paid.

explains the requested increase and the reasons for it. A copy of this material is kept at the Com- reet pany's office. Upon request, the Company will send you o the Statement of Reasons for

bill: contact the Company at: r's Receipt for Advertising Costs (833)-488-7800. The rates re-

The pt be found in Supplement No.1 n, a daily newspaper, hereby acknowledges receipt of aforesaid advertising and publication

Daily American, Somerset, Publisher of Daily American, a Newspaper. by slidget a But

I hereb Supplement No. 1 to Tariff Wa-1 hereby the POLOCINO, 1, explaining the original Proof of Publication and Receipt for the advertising costs in the subject matter of said notice, why the rate increase has been requested.

The state agency which approves rates for public utilities is the PUC. The PUC will examine Attorney the requested rate increase and 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

STATEMENT OF ADVERTISING COSTS

| Hidde | n Valley Utility Services, L.P. | |
|---|---------------------------------|--|
| Notice of | Proposed Water Rate Changes | |
| *************************************** | 4-18-L-27-6 | |
| To Daily American, Somerset For publishing the notice or advertisement attached heretofore the above stated dates \$ 234.85 | | |
| | 5.00 | |
| Probating same | \$ | |

R-3 Water

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RECEIVED

2018 HAY -9 PH 1:02

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUC SECRETARY'S BUREAU FRONT DESK

Pennsylvania Public Utility Commission

v.

Docket No. R-2018-3001306

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

AFFIDAVIT OF JAMES M. KETTLER REGARDING COMPLIANCE WITH NOTICE REQUIREMENTS

On this 20 day of ARRIL. 2018, before the undersigned Notary Public in and for the State of Maryland and County of FREGERICA, 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 Water 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. I will be provided to new water customers of HVUS following completion of an application for service, in compliance with the PUC's regulations at 52 Pa. Code § 53.45(c).

ames M. Kettler/

Subscribed and sworn to Before me this 3012 day Of 4,2018

Clevilia & Barbad

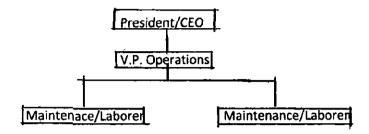
CHRISTINA L. BARNHARD
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES APRIL 27, 2020

2018 HAY -9 PH 1:0

R-4 Water

Hidden Valley Utility Services -

Organization Chart



R-7A Water

AGREEMENT OF LEASE

AGREEMENT OF LEASE made this day of August, 2007, by and between HIDDEN VALLEY RESORT LP (hereinafter called "Landlord"), a Pennsylvania limited partnership having its principal place of business in Jefferson Township, Somerset County, Pennsylvania, and HIDDEN VALLEY UTILITY SERVICES LP (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 frection 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

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.
- 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

USE

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-ofpocket 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, toans 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 falls 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 renal 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 mischlef 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 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.

ONDEMNATION OF THE LEASED PREMISES

CONDEMNATION 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 quilty 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.

CONFESSION OF 18. INTENTIONALLY OMITTED. JUDGMENT

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 prepald, 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 attom 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, LP. ("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, 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", 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: | By: Kettler Brothers at Hidden Valley Inc., General Partner By. By: MM M HILLS Its: |
| (Corporate Seal) | |
| ATTEST: | HIDDEN VALLEY UTILITY SERVICES, L.P. |
| | By: Kettler Brothers at Hidden Valley, Inc., General Partner |
| Ву: | By: MITTINE |
| Its: | /ts· |
| (Corporate Seal) | |

R-7B Water



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

Jø∕seph M. Jackoʻ⁄ric

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

Main Contact:

Chris Marso
Director of Property Maintenance
Seven Springs Mountain Resort
(814) 233-0997
Cmarso@7springs.com

R-10 Water

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

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

DIRECT BILL PREMIUM INVOICE

Workers Compensation

Policy #: WC

681597 Invoice #: 02

Invoice Date: 11/03/2010

Policy Period: 10/11/2016-10/11/2017

Due Date: `

11/23/2014

Insured:

Agent: #1287

Telephone: (724) 628-129

HIDDEN VALLEY UTILITY SERVICE

811 RUSSELL AVE STE F GAITHERSBURG MD 20879 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 | \$773.00 | |
| Pennsylvania Employer Assessments-Act 57 | \$13.00 | š. |
| Total amount currently due | \$786.00 | |

(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

Corony 50-9

3221

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

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

DIRECT BILL PREMIUM INVOICE

678519

2ND REQUEST

Workers Compensation

Policy #: WC

Invoice #: 13-02 Invoice Date: 12/06/2016

Policy Period: 10/11/2015-10/11/2016

(Audit) Agent: Due Date: 11/20/2016

Insured:

HIDDEN VALLEY UTILITY SERVICE 811 RUSSELL AVE STE F

GAITHERSBURG MD 20879

#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 | TRUOMA | |
|--|----------|---|
| 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.

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

HIDDEN VALLEY UTILITY SERVICE

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

DIRECT BILL PREMIUM INVOICE

Workers Compensation

Policy #: WC

681597 Invoice #: 01

Invoice Date: 08/26/2016

Policy Period: 10/11/2016-10/11/2017

811 RUSSELL AVE STE F

GAITHERSBURG MD 20879

Due Date:

10/11/2016

Insured:

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 | |
| Total amount currently due | \$4,643.00 | |

(History for this account) Payments received:

pr -

\$.00 Remaining balance:

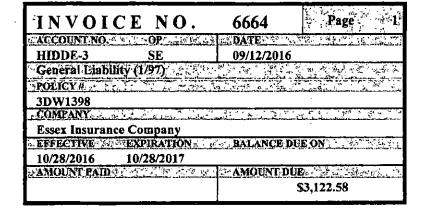
\$4,643.00

6151

John A. Fiesta Agency, Inc. 325 Memoriāl 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



| I tim #. | | ··· PLEASE RE n ··· Type | TURN TOP PORTION WITH REMITTANCE *** Description | Amount |
|----------|-----------------------|-----------------------------|--|------------|
| 149210 | RE | N GL-S | GL-S RW 10/28/16-17 | \$2,886.00 |
| | PLEASE SIGN THE ENCLO | SED TERRORIS | M FORM AND RETURN WITH THE | |
| 149211 | SU | T GL-S | Surplus Tax | \$86.58 |
| 149212 | ST | P GL-S | Stamping Fees | \$25.00 |
| 149213 | РО | L 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 0 BOX 867
CONNELLSVILLE PA 15425

01285 -L2

V

Account Bill

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

TOTAL BALANCE \$1,130.00

> MINIMUM DUE \$571.00

TRAVELERS 50-9 6152

HIDDEN VALLEY UTLILTY 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 Current Installment Charge TOTAL BALANCE | \$565.00 \$6.00 \$571.00 | \$1,130.00 01 \$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 18637398 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 UTILTY 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

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

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

DIRECT BILL PREMIUM INVOICE

Workers Compensation

Policy #: WC

678519 Invoice #: 01

Invoice Date: 08/26/201!

Policy Period: 10/11/2015-10/11/2016

Due Date:

10/11/201!

Insured:

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 |
| Total amount currently due | \$970.00 |

(History for this account) Payments received:

HIDDEN VALLEY UTILITY SERVICE

811 RUSSELL AVE STE F GAITHERSBURG MD 20879

\$.00 Remaining balance:

\$3,895.00

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

ANNUAL PERCENTAGE RATE FINANCE CHARGE

INSURED CASH PRICE \$2,341.56 **AGENT** (Name & Place of business) Name & Residence of business. (TOTAL PREMIUMS) JOHN A FIESTA AGENCY NO HIDDEN VALUEY UTILITY SERVICE **CASH DOWN** \$679.14 325 MEMORIAL BLVD PIO BOX 887 811 Russell Ave Ste 309 **PAYMENT** CONNELLSVILLE PA 15425 GAITHERSBURG MD 20379-3518 PRINCIPAL BALANCE \$1,662,42 1724;628-1294 FAX (724/628-1088 (A MINUS B)

Commercial

Account #1

LOAN DISCLOSURE

MAMOUNT FINANCED

Quote Number 4319684

TOTAL OF PAYMENTS

| | The coular amount the credit will cost you #07 no | The amount of proofs provided stryou or an your pension \$1,662,42 | The amount you will have be disclosed in a supermedial payments as screen used \$1,759.50 |
|--|---|--|---|
| YOUR PAYME Number Of Payments Amount Of Pa | Are Due | AMOUNT FIN PREMIONS S | COF THE AMOUNT FINANCED THE ANCED IS FOR APPLICATION TO THE SET FORTH IN THE SCHEDULE OF LLESS OTHERWISE NOTED |
| 9 | \$195.50 Beginning: | 1 H2B 2015 | · · |

Security: Refer to paragraph 1 below for a description of the cobateral assigned to Lender to Assume this loan.

Late Charges: A rate charge will be imposed on any instalment to default 5 days or more. This late charge will be 5,00% of the instalment to default from a second 5,000.00

Prepayment: If you pay your account off early, you may be entited to a refund of a portion of the Chance charge computed by the actuar at mathod entailed by which as otherwise allowed by law in no except the interest except if 189; of the obtaint finances for any 90 day per to. The triance charge includes a predetermined interest rate bias a non-refundable service/origination fee of \$20,00. See the terms below and on the treat page for additional information about nondayment, details and behaltes, in the event an insurance doubt financed under this Agreement is vicited by the insurer or cancelled prior to the inception date not interest will be charged.

| POLICY PREFIX AND NUMBER | OF POLICY | SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT | COVERAGE | MINIMUM EARNED PERCENT | POL TERM | PREMIUM |
|-----------------------------|------------|---|----------------------|------------------------------|-------------|-------------------------------------|
| PENCING | 10/28/2015 | ESSEX INSURANCE CO WIN TESCANO AGENCY, INC. | GENERAL LIABILITY | 25.00% | *2 | 2 183.00 Feb 126.00 Tax 64.68 |
| | | • | | Broker Fee | | 1 80,60 |
| | | | | TOTAL. | | \$3,341,55 |

The unitary great recits IRES Corporation in ere of "Let ber" it to bay the premiums on the bed to be described on the Schedule of Pot described in the interest on of such order. In payments, subject to the provisions set from recine, the drawned agrees to pay be done at the nodress shown above or as otherwise discribed by Lender the amount stated as Total of Payments in accompance with the Payment Schedule in each response the above Loan Discrepture. The number is made several basis if more than one horsely agree to the following provisions set force or pages 1 and 2 of this Agreement. Its ECURITY To secure by ment of all emounts due under this Agreement in sured assigns Lunder a security interest in 18 year) unexamed premium under each such of the mauner on cancer at on the policy less should be under the accompanies and of the policy less should be premium and on a state guarantee fund. 2. POWER OF LATTORNEY insured threvocably appear to Lender or in which of a granted Lender a security interest and to execute and defined on bound of the insured decuments. Instruments, forms and not one reliabing to the insurance policies in further and of the Agreen circle.

NOTICE: A. Do not sign this agreement before you road 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 underlying morely, warrants and agrees to Agent's Representations set forbiners of

Signature of Insured or Authorized Agent (1993) Convego: 2013 IPES Corporation

DATE

Signature of Agent

DATE

10/26/2015 (7/05 - 1/20

Page 1 of 2

TRAVELERS J

JOHN A FIESTA AGENCY INC
P 0 BOX 867

CONNELLSVILLE PA 15425

Account Bill

Account No.

4844X5160

Date of This Bill 11/02/15

TOTAL BALANCE

MINIMUM DUE

\$1,030.00

\$521.00

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

PAYMENT MUST BE RECEIVED BY:
NOVEMBER 22, 2015

| ACCOUNT BILLI | NG SUMMARY | · · · · · · · · · · · · · · · · · · · | | | <u>-</u> |
|-----------------------------|-----------------------------------|---|---------------------------------------|---------------------------------------|-----------|
| POLICY | TYPE | POLICY PERIOD | MIN. DUE | <u>BALANCE</u> | <u>co</u> |
| 18637398 BA TOTAL BALANC | | 11/22/15-11/22/16 Installment Charge | \$515.00 \$6.00 \$521.00 | \$1,030.00 \$1,030.00 | 01 |
| | SINCE LAST STATEMENT | | · · · · · · · · · · · · · · · · · · · | | |
| TOTAL BALANC | tions (See Transaction De F | tail Section) | | +1,030.0 \$1,030.0 | _ |
| TRANSACTION D | | | | · · · · · · · · · · · · · · · · · · · | <u> </u> |
| POLICY NUMBER 11/22/15 | R 18637398 BA Business Renewal | Auto Pol | | 1,030.0 | 0 |
| TOTAL TRANSA | CTIONS | | | \$1,030.0 | 0 |
| CONTINUED ON | NEXT PAGE | | | 8 | |

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 Water

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 Stdy

For period through: 12/12/2015

| or Professional Services Rendered: | | Amount |
|------------------------------------|-------------------------------------|------------------------|
| Water Study. | | |
| Engineer Technician IV | 18.00 Hours @ \$ 74.00 TOTAL FEES: | 1,332.00 \$1,332.00 |
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| | | |
| | TOTAL AMOUNT DUE: | \$1,332.0 |

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 I of I

Potable Water System Feas Stdy

For period through: 1/31/2016

| Leport Preparation. | | |
|------------------------|--|----------------------|
| senior Project Manager | 16.00 Hours @ \$ 108.00 TOTAL FEES: | 1,728.0 \$1,728.0 |
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CME Engineering 975 Georges Station Road

Suite 100 Greensburg, PA 15601 (724) 672-4800

Plaase make checks payable to: "CME Management LLC" And remit to the following address: CME Management LLC FO Box 644872 Pirtsburgh, PA 15264-4872

Hidden Valley Utility Services Attn: Jim Kettler

811 Russell Ave - Ste F Gaithersburg, MD 20879 INVOICE NO:

0042601

DATE:

April 22, 2016

CLIENT CODE:

0000959

PROJECT CODE:

S010

Page 1 of 1

Potable Water System Feas Stdy

For period through: 4/16/2016

\$113.53

| Potable Water System Feas Stdy | For period through: | |
|---------------------------------------|-----------------------|------------------------|
| For Professional Services Rendered: | | Amount |
| Report Revisions. | | |
| Engineer Technician IV | 1.50 Hours @ \$ 74.00 | 111.00 |
| 04/16/16 Copies | TOTAL FEES: | \$111.00 |
| 04/10/10 Copies | TOTAL EXPENSES: | 2.53 \$2.5 3 |
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TOTAL AMOUNT DUE:

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 Stdy

For period through: 4/30/2016

| For Professional Services Rendered: | | Amount |
|-------------------------------------|------------------------|----------|
| Water Study Revisions. | | |
| Senior Project Manager | 1.00 Hours @ \$ 108.00 | 108.00 |
| | TOTAL FEES: | \$108.00 |
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| | TOTAL AMOUNT DUE: | \$108.0 |

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 Stdy

For period through: 12/31/2015

| Water System Study. | | Amount |
|------------------------|---------------------------------------|------------|
| | | |
| Senior Project Manager | 8.00 Hours @ \$ 108.00 TOTAL FEES: | 864.00 |
| | | \$864.00 |
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| | TOTAL AMOUNT DUE: | \$864.0 |

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 Mauagement 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

\$1,828.90

CLIENT CODE:

0000959

PROJECT CODE:

S010

Page 1 of 1

Potable Water System Feas Stdy

For period through: 2/13/2016

| for Professional Services Rend | | | <u> </u> |
|--------------------------------|----------------------------------|------------------------|------------|
| or Professional Services Rend | lered: The state of the state of | 对在这种的人们对特别的关系。 第二章 | Amount |
| Water Study. | | | |
| Project Director III | | 2.25Hours @ \$ 139.00 | 312.7 |
| Senior Project Manager | | 1.00 Hours @ \$ 108.00 | 108.0 |
| Engineer Technician IV | | 15.00 Hours @ \$ 74.00 | . 1,110.00 |
| Senior Technician III | | 3.00 Hours @ \$ 69.00 | 207.00 |
| rechnician III | | 0.75 Hours @ \$ 54.00 | 40.50 |
| | | TOTAL FEES: | \$1,778.25 |
|)2/13/16 Postage | | | 0.49 |
| 02/13/16 Copies | | | 49.7 |
| 02/13/16 Office Supplies | | | 0.4 |
| | | TOTAL EXPENSES: | \$50.6 |
| | CM | DIV Acc 50-1/6224 | |
| | ••• | | |

TOTAL AMOUNT DUE: