



THOMAS, NIESEN & THOMAS, LLC

Attorneys and Counsellors at Law

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March 21, 2019

Via Hand Delivery

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

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MAR 21 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

In re: Docket No. A-2019-3008491
Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 1102, 1329 and 507
of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets
of the Township of Cheltenham

Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "Company") in connection with its above referenced Application, filed with the Public Utility Commission on March 13, 2019, pursuant to Sections 1102, 1329 and 507 of the Public Utility Code, for approval of the acquisition of the wastewater system assets of the Township of Cheltenham. The Bureau of Technical Utility Services is reviewing the Application and has asked that we address certain requests for additional information. Several of the requests are addressed hereinafter. Requests not addressed in this letter will be addressed in a later submission.

INFORMATION REQUEST:

Checklist Item No. 4 – The Application's "15. Exhibit F1" filed with the Commission's Secretary's Bureau, does not include a copy of the agreement titled "Assignment, Assumption, Amendment, and Consent Agreement By and Among Springfield Township, Cheltenham Township and BCWSA". Please refile an electronic copy of "15. Exhibit F1" to include this agreement.

RESPONSE:

An electronic copy of "15. Exhibit F1" with the "Assignment, Assumption, Amendment, and Consent Agreement By and Among Springfield Township, Cheltenham Township and BCWSA" is provided on the flash drive included with this letter.

INFORMATION REQUEST:

Checklist Item No. 4 - The Application's "48. Exhibit R" contains a copy of a Uniform Standard of Professional Appraisal Practice compliance statement for AUS Consultants, Inc. that references several working papers not included with the filing. Please provide a copy of the following working papers:

- a. "Seven years of operating financials" referenced on Page No. 1;
- b. "Investment inventory developed by [AUS]" referenced on Page No. 2;
- c. "[AUS]'s depreciated original cost study" referenced on Page No. 2; and
- d. Any information provided by Scott Shearer of PFM Financial Advisors, LLC which is not included in the filing and is referenced on Page No. 4.

RESPONSE:

- a. Mr. Weinert of AUS advises that the referenced sentence should be corrected to state that the economics of the system were analyzed based on three years of financials and budgets included in the Cheltenham Financials section of the AUS Appraisal.
- b. Mr. Weinert of AUS advises that the referenced statement should be corrected to state that the investment inventory was as developed in Boucher & James, Inc. Engineer's Assessment Revision 3 dated February 7, 2019.
- c. Mr. Weinert of AUS advises that the depreciated original cost study was summarized in Narrative, Valuation Summary, and Cost Approach of the AUS Consultants report. Working papers were also provided in the working files: Cheltenham Township Montgomery PA Wastewater\PICheltenham-Sanitary Sewer collection System Valuation as of 1-1-2019 Created 2-24-2019 Tab: Cheltenham Cost Approach Summary.
- d. Mr. Weinert of AUS advises that information from Mr. Shearer was as provided in PDF files provided in Boucher & James, Inc Engineers' Assessment, Cheltenham Financials, and Aqua-Cheltenham Asset Purchase Agreement sections of the AUS Consultants sections of the AUS Report.

INFORMATION REQUEST:

Checklist Item No. 4 – The Cost of Capital/Required Return, Weighted Cost of Capital Section of AUS Consultants, Appraisal Working Papers as of June 2018, is split between "48e. Exhibit R" and "48f. Exhibit R" of the Application and is missing Page 8 of 31. Please provide a corrected copy of "48e. Exhibit R" or "48f. Exhibit R" that includes Page 8 of 31.

RESPONSE:

A corrected electronic copy of "48e. Exhibit R" with the missing Page 8 of 31 is provided on the flash drive included with this letter.

INFORMATION REQUEST:

Checklist Item No. 4 – Section 18 of the Application's "58c. Exhibit Z" does not contain a copy of SDR-18 Attachments 1 and 2. Please provide a copy of these documents.

RESPONSE:

A copy of Attachments 1 and 2 to Standard Data Request Section 18 is included with this letter.

INFORMATION REQUEST:

Checklist Item No. 4 – The Application’s “47. Exhibit Q” references Cheltenham Township budgets for its wastewater system from 2014 to 2016. These documents do not appear to be included with the filing. Please provide a copy of these working papers.

RESPONSE:

The referenced Cheltenham Township budgets from 2014 to 2016 are included with this letter.

INFORMATION REQUEST:

Checklist Item No. 9.e. – The Application’s “48a. Exhibit R” through “48g. Exhibit R” contains a copy of a Uniform Standard of Professional Appraisal Practice compliance statement signed by “AUS Consultants, Valuation and Depreciation Services Group” (the Entity). This Entity is not registered with the Commission as either an UVE or a fictitious name used by an UVE. Please provide a copy of Uniform Standard of Professional Appraisal Practice compliance statement signed by a Commission-registered UVE.

RESPONSE:

Please see Exhibit T2 of the Application which contains a verified statement of Jerome C. Weinert on behalf of AUS Consultants regarding Checklist item 9.e.

INFORMATION REQUEST:

Checklist Item No. 15.b – The Asset Inventory With Original Cost Estimate by Boucher & James, Inc. provided as Application’s “10. Exhibit D”, does not to include a list of all nondepreciable property such as land and rights-of-way. Please provide a list of all nondepreciable property such as land and rights-of-way.

RESPONSE:

A list of non-depreciable easements (rights-of-way) through Township property is presented in Exhibit 8 to the Boucher & James, Inc. Asset Inventory, which is Application Exhibit D.

INFORMATION REQUEST:

Checklist Item No. 17.b – The Application’s “18. Exhibit F4” does not provide an agreement between Cheltenham Township and the City of Philadelphia or a *pro forma* agreement that demonstrates the customers within the city limits of Philadelphia currently receiving wastewater conveyance service from Cheltenham Township will continue to receive wastewater conveyance service after closing. Please provide this agreement, a *pro forma* agreement or include these customers in the requested territory of the Application

RESPONSE:

Please see paragraph IV.A.1.(d) of the June 30, 2010 Agreement (p.13) between the City of Philadelphia (“City”) and Cheltenham Township (“Township”) which was provided with the Application as Exhibit F4. This provision states that “[w]astewater from the seven connections from the City, as described in Exhibit 1, first flows into the Township’s sewer system before it is ultimately returned to the City’s system for treatment.” This agreement is part of the assigned contracts in the proposed transaction and the existing practice of the City sending flows from the City to the Township’s interceptors and back to the City will be continued as set forth in the agreement.

INFORMATION REQUEST:

Checklist Item No. 19(e) –Please provide a breakdown of all long-term debt referenced in the Application’s “27. Exhibit J1” and “28. Exhibit J2” attributable to Cheltenham Township’s wastewater system and identify the nature, terms, and payment history of the long-term debt.

RESPONSE:

Cheltenham Township’s debt is General Obligation debt, and not specifically attributable to its wastewater system.

INFORMATION REQUEST:

Checklist Item No. 24(c) – Schedule 4.09 of the Application’s “8. Exhibit B” references an attached list of real property, easements and liens as of June 4, 2018, that is not included in the Application. Please provide a copy of this list.

RESPONSE:

Schedule 4.09 has been updated since June 4, 2018. A list of presently identified easements is provided with this letter.

Please contact me with any questions about the foregoing.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

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2019 MAR 21 PM 3:01
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cc: Certificate of Service (w/encl.)
Alexander Stahl, Esquire (via email, w/encl.)
Thomas S. Wyatt, Esquire (via email, w/encl.)

**ATTACHMENT 1 TO
STANDARD DATA REQUEST SECTION 18**

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Operating Data 2015

2015 LARGEST CUSTOMERS

<u>Customer</u>	<u>Consumption</u>	<u>2015 Annual Revenues</u>	<u>% of Total 2015 Revenues</u>
UPMC Health System #11	18,245	\$226,257.50	2.84%
McKeesport Housing Auth (1-14 Harrison Village)	8,317	\$106,877.90	1.34%
Dravosburg Housing Auth (250 Scott Dr)	10,230	\$102,802.05	1.29%
McKeesport Housing Auth (23-41 Crawford Village)	7,699	\$95,498.50	1.20%
McKeesport Housing Auth (17 Harrison Village)	3,978	\$49,463.80	0.62%
McKeesport Housing Auth (6 th st and Huey st)	3,454	\$44,795.20	0.56%
Midtown Plaza Apartments	3,273	\$42,529.00	0.53%
Kane Regional Nursing Home	3,216	\$40,029.00	0.50%
Serra High School	2,406	\$32,134.20	0.40%
Senior Care Plaza	2,568	\$32,000.80	0.40%
TOTAL	63,386	\$772,387.95	9.68%

Source: Authority Officials

SEWER SYSTEM RATES

Sewage Service Rates – McKeesport Sewage Processing Rate Charge/1,000 gal Consumed

2007	\$3.16
2008	\$3.70
2009	\$4.44
2010	\$5.30
2011	\$6.10
2012	\$6.10
2013	\$7.85*
2014	\$7.95
2015	\$8.05
2016	\$8.15

* Rate Increase started 7/1/13, all other rate increases started January 1

Sewage Service Rates per Month – McKeesport

<u>Year</u>	<u>Charge for 0-2000gal Consumed</u>	<u>Charge for each additional 1,000gal</u>
2011	\$25.00	\$10.55
2012	\$25.00	\$10.55
2013*	\$25.00	\$12.30*
2014	\$30.00	\$12.30
2015	\$30.00	\$12.40
2016	\$30.20	\$12.50

* Rate Increase started 7/1/13, all other rate increases started January 1

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Sewage Service Rates per Month – Duquesne

<u>Year</u>	<u>Charge per 1000 gal</u>
2011	\$5.75
2012	\$5.75
2013	\$5.75

<u>Year</u>	<u>Charge for 0-2000gal Consumed</u>	<u>Charge for each additional 1,000gal</u>
2014*	\$25.00	\$7.95
2015	\$25.00	\$10.10
2016	\$25.20	\$12.50

* Effective 1/1/14

Sewage Service Rates per Month – Dravosburg

<u>Year</u>	<u>Charge for 0-2000gal Consumed</u>	<u>Charge for each additional 1,000gal</u>
2011	\$18.00	\$8.00
2012	\$18.00	\$8.00
2013*	\$18.00	\$9.75
2014	\$25.00	\$9.75
2015	\$25.00	\$10.10
2016	\$25.20	\$12.50

* Rate Increase started 7/1/13, all other rate increases started January 1

Trends in Customer Breakdown – Sewer System per Year

Historical Number of Customers

- 2001 19,987*
- 2002 19,987*
- 2003 19,987*
- 2004 19,142*
- 2005 19,070*
- 2006 19,180*
- 2007 19,225*
- 2008 19,225*
- 2009 19,225*
- 2010 18,985~
- 2011 18,985~
- 2012 21,556~
- 2013 22,007~
- 2014 21,576~
- 2015 20,320~
- 2016 20,320~

* Number provided by the communities in their annual waste load management report

~Number provided by Service Community billing departments

Source: Authority Officials

post-gazette.com
Pittsburgh Post-Gazette

McKeesport sewer system to be sold for \$156 million

September 16, 2016 12:00 AM

By Deana Carpenter

The Municipal Authority of the City of McKeesport has agreed to sell its sewer system to Pennsylvania American Water for approximately \$156 million.

The sale is needed to bring the city to more stable financial ground and avoid Act 47, the program for financially distressed municipalities, or municipal bankruptcy, McKeesport Mayor Michael Cherepko said at the Sept. 7 council meeting.

"It became very clear to this administration that the only way to save our community from municipal bankruptcy, while continuing to offer the same level of services our residents deserve, would be to transfer our local sewage system to a regional or national utility company," Mr. Cherepko said in a news release.

A purchase agreement was signed by both parties last Friday following votes by city council and the municipal authority to sell the sewer system. The sale is expected to be finalized in the second half of next year pending regulatory approvals and other closing conditions.

The system serves 22,000 customers in McKeesport and the communities of Dravosburg, Duquesne, East McKeesport, Elizabeth Township, Glassport, Liberty, Lincoln, North Versailles, Port Vue, Versailles and White Oak.

"We look forward to closing the proposed acquisition and to providing wastewater services that reflect our commitment to environmental stewardship and quality customer service," said

Kathy L. Pape, president of Pennsylvania American Water, said that after the deal is closed, the company looks forward "to welcoming the Municipal Authority of the City of McKeesport's employees and customers to the Pennsylvania American Water family."

She said the company also looks forward to "providing wastewater services that reflect our commitment to environmental stewardship and quality customer service."

The next step is approval of the acquisition by the Pennsylvania Public Utility Commission along with other approvals, such as from the state Department of Environmental Protection.

In June, state Auditor General Eugene DePasquale said McKeesport erred when it accidentally spent \$729,275 in state funds earmarked for pension costs and subsequently couldn't pay its \$2.3 million annual pension obligation last year.

McKeesport officials said then they would remedy the shortfall through "the sale of an asset in the near future."

"The total proceeds of the pending sale of the Municipal Authority of the City of McKeesport will solidify the City of McKeesport's financial position for years to come," Mr. Cherepko said this week. "The down payment associated with this

sale will generate enough revenue to cover all of the city's outstanding financial obligations, including the minimum municipal obligations associated with the city's pension funds."

Deana Carpenter, freelance writer: suburbanliving@post-gazette.com.

EAST END SEWER ACCOUNTS

Type	2015-4	2015-3	2015-2	2015-1	2014-4	2014-3	2014-2	2014-1
CO1	2,070,000	2,060,000	1,831,000	2,284,000	2,971,000	2,665,000	1,498,000	1,278,000
CO2	739,000	1,050,000	885,000	793,000	1,028,000	1,061,000	873,000	873,000
IND								
MIX	15,000	9,000	10,000	4,000	17,000	14,000	12,000	18,000
RES	13,780,000	13,367,000	12,924,000	13,280,000	12,700,000	14,137,000	14,241,000	12,874,000
Grand Total	16,604,000	16,486,000	15,650,000	16,361,000	16,716,000	17,877,000	16,624,000	15,043,000

# DAYS	94	90	89	91	87	94	93	91
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Type	2015-4 GPD	2015-3 GPD	2015-2 GPD	2015-1 GPD	2014-4 GPD	2014-3 GPD	2014-2 GPD	2014-1 GPD
CO1	22,021	22,889	20,573	25,099	34,149	28,351	16,108	14,044
CO2	7,862	11,667	9,944	8,714	11,816	11,287	9,387	9,593
IND								
MIX	160	100	112	44	195	149	129	198
RES	146,596	148,522	145,213	145,934	145,977	150,394	153,129	141,473
Grand Total	176,638	183,178	175,843	179,791	192,138	190,181	178,753	165,308

Type	Total Units	Total Active Units	Total Accounts
CO1	145	109	65
CO2	40	16	13
IND			
MIX	8	7	3
RES	1,043	1012	823
Grand Total	1,236	1,144	904

Type	2015 Total	2014 Total
CO1	8,245,000	8,412,000
CO2	3,467,000	3,835,000
IND		
MIX	38,000	61,000
RES	53,351,000	53,952,000
Grand Total	65,101,000	66,260,000

Service Area	Total Units	Total Active Units	Total Accounts
BP	290	282	107
BR	52	51	52
BW	99	90	56
CR	5	4	5
CW	110	109	110
EE	1		1
GL	132	110	70
HD	127	110	112
PD	31	31	31
PM	48	47	48
PS	66	66	66
SC	65	37	40
SH	132	132	132
SRO	2	2	2
WB	76	73	72
Grand Total	1,236	1,144	904

SOUTH END SEWER ACCOUNTS

Type	2015-4	2015-3	2015-2	2015-1	2014-4	2014-3	2014-2	2014-1
CO1	163,000	68,000	33,000	27,000	277,000	265,000	28,000	25,000
RES	7,444,000	7,494,000	7,172,000	7,565,000	7,109,000	7,576,000	7,233,000	7,750,000
Grand Total	7,607,000	7,562,000	7,205,000	7,592,000	7,386,000	7,841,000	7,261,000	7,775,000

# DAYS	94	90	89	91	87	94	93	91
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Type	2015-4 GPD	2015-3 GPD	2015-2 GPD	2015-1 GPD	2014-4 GPD	2014-3 GPD	2014-2 GPD	2014-1 GPD
CO1	1,734	756	371	297	3,184	2,819	301	275
RES	79,191	83,267	80,584	83,132	81,713	80,596	77,774	85,165
Grand Total	80,926	84,022	80,955	83,429	84,897	83,415	78,076	85,440

Type	Total Units	Total Active Units	Total Accounts
CO1	6	2	2
RES	611	605	607
Grand Total	617	607	609

Type	2015 Total	2014 Total
CO1	291,000	595,000
RES	29,675,000	29,668,000
Grand Total	29,966,000	30,263,000

Service Area	Total Units	Total Active Units	Total Accounts
ES	178	174	174
HGN	129	125	125
HGS	30	29	30
MG	21	21	21
WS	259	258	259
Grand Total	617	607	609

AVONDALE SEWER ACCOUNTS SEWER ACCOUNTS

Type	2015-4	2015-3	2015-2	2015-1	2014-4	2014-3	2014-2	2014-1
CO1	2,833,000	3,044,000	2,895,000	3,014,000	2,844,000	2,681,000	2,598,000	2,992,000
CO2	191,000	208,000	235,000	228,000	224,000	195,000	192,000	179,000
MIX	301,000	312,000	255,000	273,000	227,000	258,000	276,000	332,000
RES	4,090,000	3,750,000	3,588,000	4,089,000	3,506,000	4,183,000	4,716,000	3,705,000
TWP	31,000	24,000	20,000	19,000	21,000	22,000	19,000	74,000
Grand Total	7,446,000	7,338,000	6,993,000	7,623,000	6,822,000	7,339,000	7,801,000	7,282,000

# DAYS	94	90	89	91	87	94	93	91
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Type	2015-4 GPD	2015-3 GPD	2015-2 GPD	2015-1 GPD	2014-4 GPD	2014-3 GPD	2014-2 GPD	2014-1 GPD
CO1	30,138	33,822	32,528	33,121	32,690	28,521	27,935	32,879
CO2	2,032	2,311	2,640	2,505	2,575	2,074	2,065	1,967
MIX	3,202	3,467	2,865	3,000	2,609	2,745	2,968	3,648
RES	43,511	41,667	40,315	44,934	40,299	44,500	50,710	40,714
TWP	330	267	225	209	241	234	204	813
Grand Total	79,213	81,533	78,573	83,769	78,414	78,074	83,882	80,022

Type	Total Units	Total Active Units	Total Accounts
CO1	397	48	38
CO2	4	4	4
MIX	8	22	8
RES	306	282	230
TWP	3	3	3
Grand Total	718	359	283

Type	2015 Total	2014 Total
CO1	11,786,000	11,115,000
CO2	862,000	790,000
MIX	1,141,000	1,093,000
RES	15,517,000	16,110,000
TWP	94,000	136,000
Grand Total	29,400,000	29,244,000

Service Area	Total Units	Total Active Units	Total Accounts
41	308	76	46
BH	123	120	121
BH2	6	6	6
RR	130	119	79
TK	151	38	31
Grand Total	718	359	283

EXECUTIVE SUMMARY

DRAFT ASSETS PURCHASE AGREEMENT
Between
NEW GARDEN TOWNSHIP
And
NEW GARDEN TOWNSHIP SEWER AUTHORITY
And
AQUA PENNSYLVANIA WASTEWATER, INC.

July 19, 2016

The Asset Purchase Agreement (the "Agreement") sets forth the terms between New Garden Township and New Garden Township Sewer Authority (collectively the "Seller") and Aqua Pennsylvania Wastewater, Inc. ("Aqua") for Aqua's acquisition of the Township and Authority's sewage collection and treatment system (the "System"). Seller issued a Request for Proposal, including addenda (the "RFP"), for the sale and acquisition of its System. Seller has reviewed all offers to purchase the System and has determined that Buyer is the most responsible bidder, and that Buyer's December 4, 2014 proposal and March 18, 2016 supplemental proposal (collectively, the "Proposal") represents the best reasonable offer for the System to continue the services to the customers within the System, and its current and future operation. Aqua is a public wastewater utility regulated by the Pennsylvania Public Utility Commission ("PA PUC") that furnishes wastewater services to the public in portions of the Commonwealth of Pennsylvania, including Chester County. The terms of the Agreement must be approved by the PA PUC. A summary of the salient business terms of the draft Agreement follows. The exact terms are set forth in the Agreement itself. In the event of any inconsistency or discrepancy between this summary and the Agreement, the terms of the Agreement will control.

The assets subject to the Agreement include all of the assets, properties and rights of Seller, which are held and used in connection with the System. The assets do not include the customer service laterals that run from the curb area (or edge of road) to each of the individual customer's residences or structures, any and all piping and fixtures internal to each of the individual customer's residences or structures, with the exception of any meters associated with the System. The assets exclude the cell tower parcel and lease on the East End spray fields.

The purchase price for the assets will consist of payment of \$29,500,000.00 to be paid by Aqua at closing. The closing will be secured by a performance bond in the amount of \$2,950,000.00. Buyer will also contribute \$20,000.00 toward Seller's closing costs.

As is typical for asset purchase agreements, Aqua will assume responsibility for the permits and assets associated with the System, and will be responsible for the provision of wastewater service to the customers of Seller, after closing. Most other liabilities and obligations of Seller pre-closing will remain the sole responsibility of Seller. Closing is to take place after the Agreement is approved by the PA PUC. The PA PUC approval process will include the procedures under the newly enacted Act 12 of 2016 which establishes a procedure for determining

the fair market value of the System. Aqua agrees that the application of Act 12 will not affect the purchase price as stated in the Agreement.

Seller and Aqua will apply for and receive approval to transfer any permit issued by the Pennsylvania Department of Environmental Protection ("PA DEP"). The Township will obtain any Act 537 sewage planning approval required by the PA DEP. At closing, Seller will turn over to Aqua title to all assets, properties, real estate, easements and rights to the assets of the System. Regulatory permits will be transferred to Aqua.

The Agreement sets forth certain improvements, rate schedules and other commitments by Aqua which will survive Closing. A summary of these commitments follows:

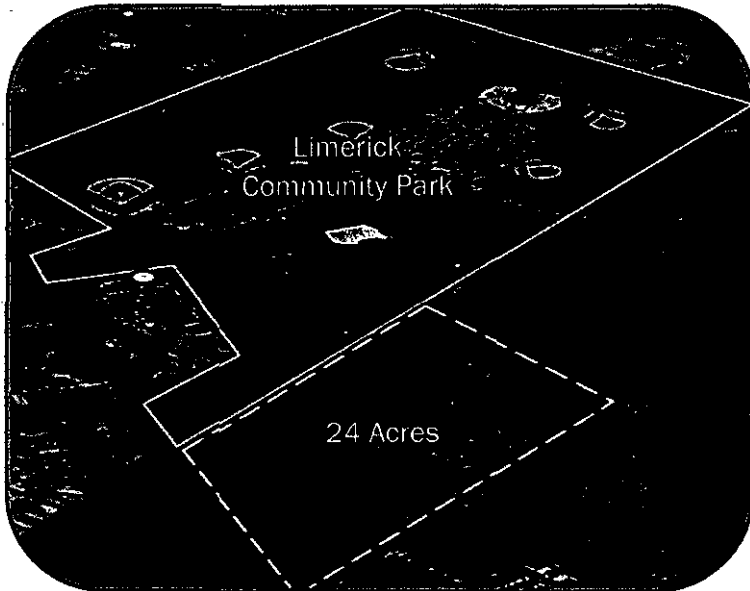
- Aqua will complete modifications, improvements, and requirements as may be mutually agreed upon by the parties in order to meet PA DEP requirements. Specifically, after Closing, Aqua will be making substantial improvements to the Route 41 sewer force main and the South End wastewater treatment plant.
- Aqua agrees that: (i) the existing rate schedules for all customers of the System shall remain the same as those rates charged by Seller as of Closing for no less than two years from the date of Closing (the "Rate Freeze Period") so long as the Township executes the Agreement by August 31, 2016; and (ii) the ten year compounded annual growth rate ("CAGR") shall not exceed 4% over a ten year period from Closing. The CAGR limitation shall include Aqua's Distribution System Improvement Charge ("DSIC") surcharge approved by the PA PUC, but will not include other rates and pass-through costs or charges, mandated by the Commonwealth of Pennsylvania.
- Immediately upon Closing Buyer will apply its Rules and Regulations, as contained in Aqua's then-effective PA PUC-approved tariff, to all customers connected or who will connect in the future to Seller's Assets so long as they are consistent with the terms of this Agreement. Buyer's current PA PUC-approved wastewater tariff can be examined at the following website: https://www.aquaamerica.com/media/30285/supplement_no_99_compendium_as_of_4-1-2016.pdf.
- Sewer customers are presently billed on a quarterly basis. After the closing, Aqua will continue to bill quarterly but may convert to monthly billing in the near future.
- The Township will have an option to repurchase the Dibello Property, the South Plant spray fields and the East End spray fields in the event that Aqua does not require these for current or future sewerage operations including if Aqua converts to stream discharge. The option means that Aqua must sell the lands first to the Township at the price set forth in the Agreement before it sells the lands to anyone else.

- Aqua will not charge a sewer tapping fee for connections to the System.
- Aqua's connection fee for new customers who complete an application for connection to the System shall be equal to the cost incurred by Aqua of installing a customer service lateral from the main to the curb line in accordance with its Tariff with the PA PUC and bona fine applicant agreement.
- Aqua acknowledges that New Garden Township has jurisdiction over sewage facilities planning and sewer service through its Act 537 planning program, zoning and subdivision and land development ordinances, and comprehensive land use plans. Aqua will not request, pursue or implement expansions of the System within New Garden Township beyond the existing service area without the prior written approval of the Township and the PA DEP.
- Aqua agrees to work with the Township to ensure that under Act 537, the wastewater collection, conveyance, treatment and disposal needs of the Township are timely met in an environmentally-responsible way.
- Aqua will work with Seller through Aqua's Public Private Partnership ("P3") program in order to facilitate Township development projects that meet Aqua's P3 criteria.
- Aqua will form a 3-5 person Local Sewer Advisory Committee consisting of one member appointed by Aqua and the remaining members appointed by the Township that will meet to facilitate local input and make recommendations to Aqua with respect to needs, priorities, rate increases, projects, public awareness and other matters. Committee will not have the power to take action or control Aqua or the operation of the System. The Local Sewer Advisory Committee shall meet at least two times per year unless the meeting schedule is changed by the Local Sewer Advisory Committee in accordance with its bylaws. The meetings shall be held at the New Garden Township Building or such other places as the Local Sewer Advisory Committee shall decide.
- If approved by Aqua, the Township may construct and maintain trails on existing sewer easements and real properties conveyed to Aqua pursuant to this Agreement as part of the Township's planned trail network.

Limerick Township

Newsletter

Moving Forward... The Next Phase of Limerick Township



Limerick Community Park

***Township Accepts Donation
of 24 Acres Adjacent to
Limerick Community Park***

Limerick Fire Company

***Begins Construction of
20,300 sq. ft. Facility***



Message from the Chairman



Thomas J. Neafcy, Jr.
Chairman

The past few months have been a busy time for the Township as the Board of Supervisors worked through the many details required for the 2017 Annual Budget. While the Budget is short-term by nature and only speaks to a specific 12 month period, Limerick has consistently structured the budget document around long-range planning which looks to provide services in the most efficient and cost effective manner possible. These services have been provided for many years while maintaining low real estate taxes which have consistently been in the lower 1/3 of all 62 municipal communities within Montgomery County.

This budgeting philosophy remains the basis for long-term studies which have been underway over the past several years as the Township analyzed how services would be provided to future generations of Limerick residents. Several long range projects have been recently finalized and are highlighted within this newsletter.

As a result of a 2009 legislative action by the State mandating that local municipalities are to be responsible for fire protection services, the Township worked with both Limerick and Linfield Volunteer Fire Companies to establish joint budgeting and operational procedures focusing on the needs of the Township, not one particular fire company. The new Limerick Fire Station, currently under construction, is an important step in this effort.

The Board is also thankful to the Sankey Family for their donation of 24 acres of land which will be incorporated into the award-winning Limerick Community Park. While the new park land and fire station are important long-term achievements, funding considerations for all Township operations were a main focus of the Board as we looked for ways to lessen the burden to existing taxpayers to pay for long-term capital needs. Included in this newsletter is a review of the recent decision to sell the Township's sewer system in order to pay for long-term capital projects. Over the next several months, the Board will discuss a financial strategy for the proceeds of the sale; we will look at ways to reduce Township debt, provide for long-term capital needs, and maintain Limerick's long standing below-average real estate tax rates.

This is an exciting time for our Township; as we look forward to the start of a new year, Limerick can also look beyond 2017 with the knowledge that the foundation of a strong and vibrant community will be in place not only for those who call Limerick home today, but for all who will follow.

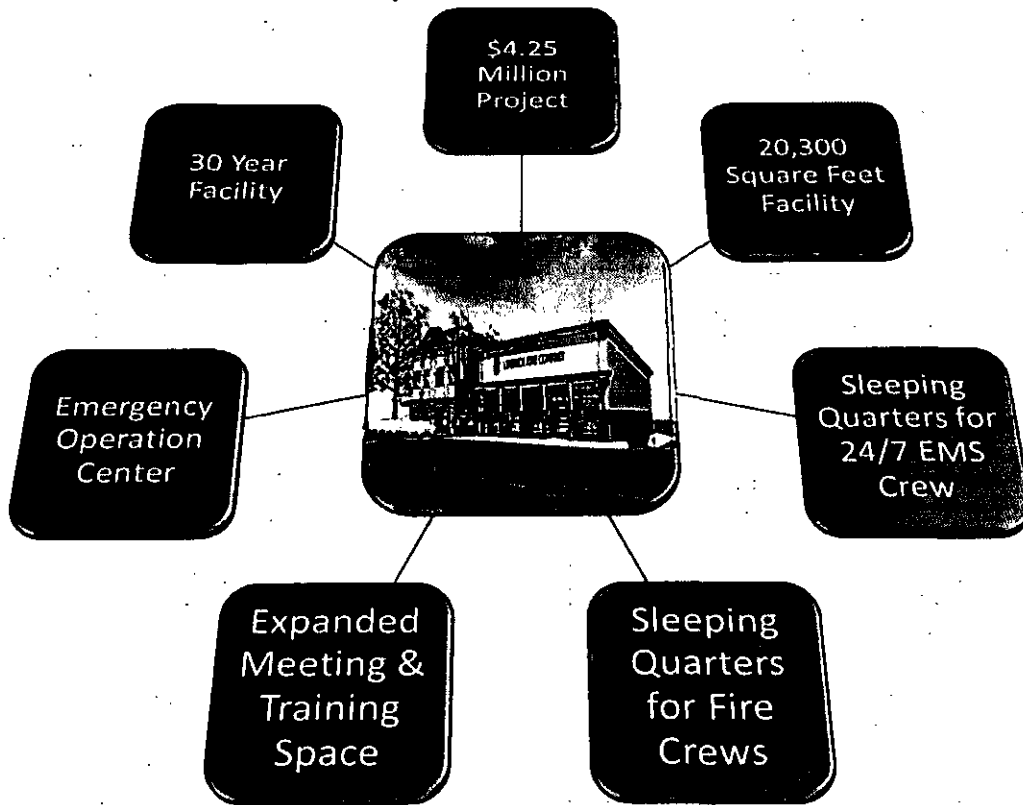
I wish you all a Merry Christmas, Happy New Year, and a wonderful Holiday season!

Thomas J. Neafcy, Jr.
Chairman

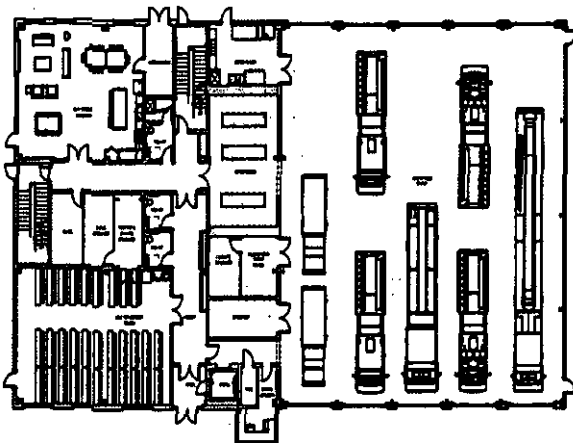


Limerick Fire Company

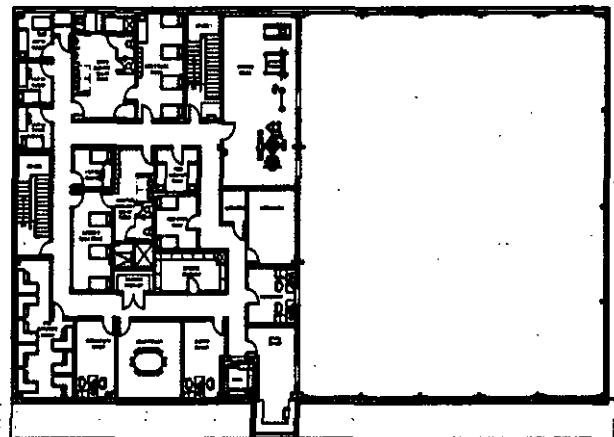
Limerick Township is fortunate to maintain a strong force of over 100 active volunteer firefighters. A volunteer force saves the Limerick Community approximately \$4 million annually by reducing the need for paid firefighters. The Township has established a capital funding program which will assist the volunteers with the equipment and facilities they need so they are able to focus on the operation of the fire service. Construction of this new Limerick Fire Station is expected to be completed in the summer of 2017.



First Floor



Second Floor



Park Expansion

The Township is grateful to the Sankey Family for their recent donation which will add valuable parkland adjacent to the Limerick Community Park. With a growing community seeking options for athletic, trail, playground, and outdoor recreational activities these additional acres will help serve the needs of this community for many years to come. In order to determine the best use for the new land, a Master Plan Study is anticipated to begin in early 2017. The Master Plan Study will look to incorporate the newly acquired 24 acres into the existing park. Public participation is strongly encouraged in this process and if you wish to participate, please check for updates to be posted on the Township website at www.limerickpa.org.

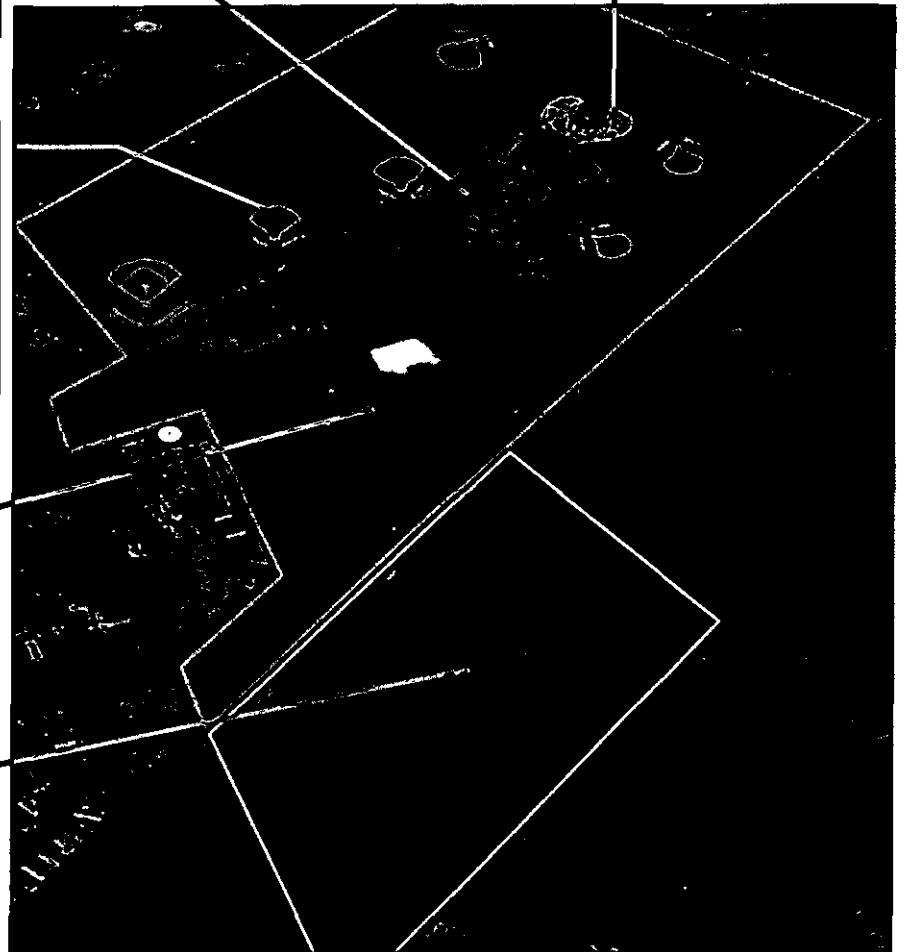
Limerick Community Park is the home of 15 different programs and events offered by Limerick Township Parks and Recreation.

An average of 200 pavilion rental permits are issued each season between the Main Pavilion and Lion's Den Pavilion.

Baseball and Softball fields are heavily used 208 out of the 224 rental days by five adult baseball/ softball leagues and six youth baseball/softball organizations.

Multipurpose fields are used 187 out of the 224 rental days by 8 different youth athletic organizations.

24 acres acquired to expand the Limerick Community Park.





SUPERVISORS APPROVE THE SALE OF THE TOWNSHIP SEWER SYSTEM

At the Board's public meeting on November 15th, the Supervisors approved the sale of the sewer system to Aqua Pennsylvania Wastewater, Inc. "Aqua" for \$75.1 million. The approval to sell the sewer system is the culmination of an analysis that has been under discussion for many years to identify funding options to cover the long term needs of the Township's core service departments which include Police, Volunteer Fire Companies, and Public Works. The demand for services on each department has increased dramatically over the past two decades with the steady growth of the community as many new residents choose Limerick as their home and place they wish to raise a family. Businesses also continue to see the benefits of the Limerick region and invest in the Township by providing jobs, goods, and services to all residents. All rely on township services and Limerick has strived to provide the community with the highest level of those services in the most cost efficient manner possible. "Police protection, fire and emergency response services, and the need to maintain a road network of approximately 100 miles are the primary services Limerick must ensure to maintain the vitality of this community not only for today, but for future generations" states Limerick Board Chairman Thomas J. Neafcy, Jr.

Township cost studies identified a required funding level of \$20 to \$30 million over the next 10 to 15 years just to meet the long term capital needs of each of these three departments, which is above and beyond daily operational expenses. The Limerick Board recognized the financial burden this would place on the existing tax base and began to investigate other funding options. We learned that other municipalities had sold sewer systems in the last couple of years to raise capital funds. This non-tax revenue source was investigated and found to be a viable option for Limerick. To fully understand if the monetization of the sewer system would be realistic, the Supervisors appointed the PFM Group in May of this year to begin a formal valuation of the system. The valuation appeared favorable and in August the Board authorized PFM to begin a formal bidding process which resulted with Aqua submitting the winning bid of \$75.1 million. The agreement with Aqua includes a Board specified *guarantee that they will not increase sewer rates above the current level for a three year period.*

"We are pleased to accept this bid and to be able to fund these important capital projects without the need for increased taxes. We also realize that the excess funds provide an opportunity of financial stability and stable tax rates for this community for many more years if a proper investment strategy is undertaken by the Board" states Vice Chair Kara Shuler. To achieve this, the Board will begin to discuss a long range financial plan with following objectives:

- Long term capital investments to support the "volunteers" who serve the Limerick and Linfield Fire Companies and in doing so, provide an annual savings to the community of approximately \$4 million which would be required to cover a full time paid firefighter membership
- Provide for long term capital and equipment needs for the Police department so they can continue to provide high level public safety protection services to the Limerick community in

the face of rising crime, drug, domestic abuse, and traffic issues that are affecting all communities across the country

- Provide for long term equipment needs of the Township's Public Works Department that maintains a network of approximately 100 roadway miles used daily by residents and the business community
- Reduction of current township debt
- Maintain the ongoing business strategy that has resulted in the Township's "AAA" Bond rating by the Standard and Poor's organization. This achievement is the highest level recognized by the financial industry and enjoyed by only a handful of communities within Pennsylvania
- Maintain the township's history of low tax rates, which has consistently been in the lower 1/3 of all 62 municipalities in Montgomery County. This strategy will be supported by the use of investment income to offset any burden to the tax payer needed to fund operational expenses
- Continue to invest in safety upgrades to roadways and intersections within the community
- Enhancement of the park, trail, and open space offerings to this community including the recent donation of 24 additional acres adjacent to the Limerick Community Park

Aside from the financial benefits realized, the Township recognized that increasing State DEP regulations that govern the operation of a sewer system would begin to place a greater financial and operational burden on the entire department. In addition to higher operational costs, anticipated capital investments to the current \$36 million collection and treatment system would have been required. The sale of the system to a larger organization whose expertise is specific to the industry can achieve greater economies of scale and lowering of costs more than Limerick could provide moving forward. As important as price and rate stabilization to the Board, was that all current sewer department personnel be guaranteed employment with the winning bidder at similar pay, status, and benefit levels. Aqua has agreed with this requirement and is pleased to welcome the township employees into their organization and look forward to utilizing their skills, expertise, and knowledge of the system as they work to maintain sewer services for this Limerick Community.

The next step in the process will be the submission of an application to the PA PUC who will review the details prior to the actual closing, which is not anticipated until summer or early fall of 2017. Until that time, Limerick Township will continue to operate the sewer system. As we approach the sale closing date in 2017, the public will be notified of the pending change by Aqua along with contact and billing information.

"In discussing Aqua's organizational structure with them over the course of this process, the Board is pleased with their history of customer service, responsiveness, and dedication to maintaining a high level system at the lowest cost possible" states Chairman Neafcy. "While this decision was not made lightly, we are assured that the residents and rate payers of this community will be well served by Aqua and look forward to having them as part of our wonderful Limerick Community".

Parks & Recreation

Winter Break Camps

Bricks 4 Kidz: A Galaxy Far Way

Bricks 4 Kidz is bringing the force to you in this exciting LEGO camp where we will learn and build the Star Wars way!

For more information or to register for this camp please visit www.bricks4kidz.com/481

Kitchen Wizards: Ringing in the New Year

Your child will learn how to make party snacks that will be perfect for ringing in the new year or any party occasion!

For more information or to register for this camp please visit the Parks and Recreation page

Parents Night Out

Plan a special evening out...without the kids!

We have a special night planned for them! The night will include a variety of themed activities, hot dog dinner, and fun games!

We will end the night with a movie, so feel free to bring a blanket or pillow!

Dates: 1/13, 2/10, 3/10

Time: 5:30PM to 9:30PM

Ages: 3-12 years, must be potty trained

Fee: \$20 per child, \$10 each additional sibling

Red Cross Babysitters Clinic

This workshop is designed to teach you how to supervise young children and includes instruction on topics including: basic first aid and CPR, feeding babies/young children, and much more!

Date: Saturday, February 25

Time: 9:00AM to 3:00PM

Ages: 11 to 15 year old

Fee: \$65

Winter Discount Tickets

Great gift idea for all ages!

Movie Tavern

Regal Movie Theater

Crayola Factory *

Philadelphia and Elmwood Zoos *

Adventure and Baltimore Aquariums *

Stop by the Township Building today to get your discounted tickets!

* Non-movie tickets available until 12/29/16

Discount Ski Tickets

Save money at your favorite mountain!

Bear Creek

Big Boulder / Jack Frost

Blue Mountain

Camelback

Elk Mountain



Stop by the Township Building today to get your discounted tickets to our local mountains!



Look for information
about our

Summer

Shamrock Camps

beginning January 3, 2017!

Camp Shamrock ages 5-9

Shamrock Adventures ages 10-13

Registration will begin on

Wednesday, February 1st

WINTER 2016 HOME FIRE SAFETY TIPS,

from the Department of Emergency Services

- Use caution and care when preparing Holiday meals; unattended cooking is the leading cause of U.S. home fires & fire injuries.
- Holiday lights and decorations should have a UL label (or other approved independent testing laboratory) & used in accordance with the manufacturer's recommendations. Water fresh Christmas trees and do not use lit candles as decoration.
- If candles are used in the home, ensure they are not left unattended and are at least 12" away from anything that can burn.
- Have your heating equipment & chimneys cleaned and inspected by qualified personnel every year.
- Ash should be cool (48 – 72 hours) and placed in a metal container away from the home.
- Combustibles should be kept at least 3' away from heating equipment, temporary heating equipment should not be left unattended, and never use an oven to heat your home.
- Ensure your home is equipped with functioning smoke and carbon monoxide detectors.

Township Building Holiday Office Hours

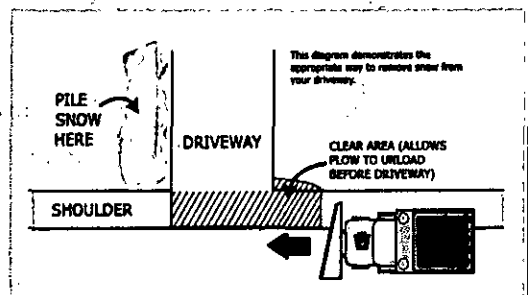
Please note that the Township Building and Administrative Offices will be closed on the following dates: *Friday, December 23, Monday, December 26, Monday, January 2*

Note: The Board of Supervisors will meet for their reorganizational meeting on Tuesday, January 3, 2017 at 7:00PM.

WINTER REMINDERS

- Do not drive unless it is absolutely necessary.
- Keep winter driving aids (blanket, shovel, boots, etc.) in the trunk of your car.
- When possible, remove vehicles from the street to enable road crews to efficiently plow and clear streets.
- Remove snow, ice, and slush from sidewalks including handicap ramps within 24 hours after the snow has stopped falling.
- Plowing operations begin after more than 2" accumulation and freezing temperatures which indicate no natural melting will occur.
- Clear vehicle completely of snow and ice before driving.
- Pile snow from sidewalks and driveways on lawns, not in the street.
- Residents are responsible for clearing snow around mailboxes.
- Basketball hoops are *not permitted* to be located within the right-of-way and *must be removed* from the roadway.
- Private plowing crews should haul snow from properties if it cannot be piled safely.
- Do *not* push onto the street or onto neighboring properties.
- Clear fire hydrants of snow as soon as possible.

To prevent your driveway from being plowed in, please follow the diagram to the right for clear removal of snow.



Community News

With Your Assistance We Can Stop the Spread of the Spotted Lanternfly

Spotted Lanternfly, *Lycorma delicatula*, an invasive planthopper, is a new threat to Pennsylvania and the United States. The Spotted Lanternfly attacks many hosts including grapes, apples, stone fruits, and pine trees and has the potential to greatly impact the grape, fruit tree, and logging industries. Early detection is vital for the protection of Pennsylvania businesses and agriculture.

Winter is the perfect time to find and destroy the egg masses before they hatch in May or June. The Spotted Lanternfly is spread when egg masses are moved.

Recently, the Spotted Lanternfly has been discovered within Limerick Township and Limerick has been added to the quarantine area.

Please visit the PA Department of Agriculture's website for more information or stop by the Township Building to pick up literature on how to reduce the spread of the Spotted Lanternfly.



Give the gift of *life* - donate blood

Monday, December 19
2:00PM - 7:00PM
Limerick Township Building

Register with Marcy (610) 495-6432



Christmas Tree Recycling Drop Off

Christmas trees may be dropped off for recycling at the designated area at the Limerick Community Park

December 26th through January 31st

Please remove all Tinsel, Lights, and Ornaments.



Santa Claus Is Coming to Town!

Santa will be visiting Limerick Township on the fire truck, and Santa's Elves will be handing out Candy Canes to all the good boys and girls in town! Listen for Christmas music playing and keep an eye out for Santa!



Linfield Fire- Saturday, Dec. 17, 9:00AM / Limerick Fire - Saturday, Dec. 17, 8:00AM

For event updates please visit the Fire Companies on Facebook:
facebook.com/LinfieldFireCompany / facebook.com/Limerick-Fire-Rescue

Limerick Township
646 West Ridge Pike
Limerick, PA 19468

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 **DIRKS** PEST MANAGEMENT SPECIALIST CALL FOR DETAILS
610.813.2200
www.DirksPMS.com

Subject to change without notice. | Cannot be combined with other offers.



Limerick Township Municipal Building
646 West Ridge Pike, Limerick, PA 19468
610-495-6432 www.limerickpa.org

Board of Supervisors

Thomas J. Neafcy, Jr. - *Chairman*
Kara Shuler - *Vice Chairman*
Elaine DeWan
Kenneth W. Sperring, Jr.
Joseph St. Pedro

Schedule of Municipal Meetings

Board of Supervisors

1st and 3rd Tuesday of each month,
7:00PM at the Township Building

Parks & Recreation

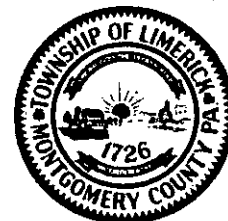
2nd Tuesday of each month,
7:00PM at the Township Building

Planning Commission

4th Thursday of each month,
7:00PM at the Township Building

Zoning Hearing Board

4th Wednesday of each month,
6:30PM at the Township Building



Service Address	Customer Number	Edu Purchased	Group Code	Drainage Basin	SPA Amt	SPA Qty	SWR Amt	SWR Qty	Swr Base Amt	PEN Amt	INT Amt
3793 900 FOXMEADOW DR	12133	16	King Road	SOUTHEAST (6)	-	116,300.00	F	-	\$ 1,348.80	-	-
3794 1000 FOXMEADOW DR	12134	16	King Road	SOUTHEAST (6)	-	94,400.00	F	-	\$ 1,348.80	-	-
3795 1100 FOXMEADOW DR	12135	16	King Road	SOUTHEAST (6)	\$ 216.44	153,200.00	F	-	\$ 1,348.80	-	-
3796 1200 FOXMEADOW DR	12136	16	King Road	SOUTHEAST (6)	\$ 69.15	130,400.00	F	-	\$ 1,348.80	-	-
3799 1500 FOXMEADOW CIR	12139	16	King Road	SOUTHEAST (6)	\$ 43.95	126,500.00	F	-	\$ 1,348.80	-	-
3800 1600 FOXMEADOW CIR	12140	16	King Road	SOUTHEAST (6)	-	82,300.00	F	-	\$ 1,348.80	-	-
3801 1700 FOXMEADOW CIR	12141	16	King Road	SOUTHEAST (6)	-	84,300.00	F	-	\$ 1,348.80	-	-
3802 1800 FOXMEADOW CIR	12142	16	King Road	SOUTHEAST (6)	-	92,500.00	F	-	\$ 1,348.80	-	-
3803 1900 FOXMEADOW DR	12143	16	King Road	SOUTHEAST (6)	-	111,200.00	F	-	\$ 1,348.80	-	-
3804 2000 FOXMEADOW CIR	12144	16	King Road	SOUTHEAST (6)	\$ 8.42	121,000.00	F	-	\$ 1,348.80	-	-
3805 2100 FOXMEADOW CIR	12145	16	King Road	SOUTHEAST (6)	\$ 160.88	144,600.00	F	-	\$ 1,348.80	-	-
3806 2200 FOXMEADOW DR	12146	16	King Road	SOUTHEAST (6)	-	101,000.00	F	-	\$ 1,348.80	-	-
3807 2300 FOXMEADOW DR	12147	16	King Road	SOUTHEAST (6)	\$ 178.38	147,000.00	F	-	\$ 1,348.80	-	-
3808 2400 FOXMEADOW CIR	12148	16	King Road	SOUTHEAST (6)	\$ 94.99	134,400.00	F	-	\$ 1,348.80	-	-
3809 2500 FOXMEADOW CIR	12149	16	King Road	SOUTHEAST (6)	\$ 107.26	136,300.00	F	-	\$ 1,348.80	-	-
161 640 N LEWIS RD	275	17	King Road	SOUTHEAST (6)	\$ 1,932.95	308,700.00	F	-	\$ 84.30	-	-
3674 7-27 W RIDGE PIKE/STRP ML	12005	18	King Road	SOUTHEAST (6)	\$ 83.37	92,100.00	F	-	\$ 927.30	-	-
3727 125 SUNSET RD	12065	18	King Road	282 GRATERFORD RD (20)	\$ 1,198.45	193,000.00	F	-	\$ 84.30	-	-
3772 15 KEYSTONE DR	12112	18	King Road	TRINLEY (5)	\$ 2,452.98	387,200.00	F	-	\$ 84.30	-	-
5199 256 SWAMP PIKE/SCHOOL	60965	18	Possum Hollow	RAVENS CLAW (18)	\$ 2,015.24	334,400.00	F	-	\$ 252.90	-	-
162 339 N LEWIS RD	276	19	King Road	SOUTHEAST (6)	\$ 1,256.59	202,000.00	F	-	\$ 84.30	-	-
3706 W RIDGE PIKE/STRIP/BANK	12039	19	King Road	SOUTH LIMERICK (3)	\$ 1,373.73	272,500.00	F	-	\$ 674.40	-	-
3745 542 N LEWIS RD	12084	19	King Road	TRINLEY (5)	\$ 112.65	32,400.00	F	-	\$ 168.60	-	-
3411 70 BUCKWALTER RD/1350/APPLEB	11737	20	King Road	SOUTHEAST (6)	\$ 3,375.47	530,000.00	F	-	\$ 84.30	-	-
5389 206 JONES BLVD/MICROCOAX	70011	20	Possum Hollow	BROOKE EVANS (16)	\$ 14,938.23	2,319,900.00	F	-	\$ 84.30	-	-
3445 70 BUCKWALTER RD/1250/TEXAS	11771	21	King Road	SOUTHEAST (6)	\$ 2,419.39	382,000.00	F	-	\$ 84.30	-	-
3707 22 ANCHOR PARKWAY	12040	23	King Road	SOUTHEAST (6)	\$ 1,958.79	310,700.00	F	-	\$ 84.30	-	-
3773 77 GRATERFORD RD	12113	23	King Road	282 GRATERFORD RD (20)	\$ 1,208.14	194,500.00	F	-	\$ 84.30	-	-
64 677 ELM ST	170	24	Royersford	ORCHARD TERRACE (OT)	-	12,000.00	F	-	\$ 2,023.20	-	-
3863 430 W LINFIELD TRAPPE RD	12208	24	King Road	TRINLEY (5)	\$ 4,782.46	747,800.00	F	-	\$ 84.30	-	-
794 1101 ENTERPRISE DR	2573	28	King Road	TRINLEY (5)	\$ 1,182.95	190,600.00	F	-	\$ 84.30	-	-
2502 196 W RIDGE PK/FLEA MRKT	10679	29	King Road	RIDGE PIKE (10)	\$ 629.07	247,000.00	F	-	\$ 1,686.00	\$ 1.80	-
3869 420 LINFIELD TRAPPE RD	12214	30	King Road	TRINLEY (5)	\$ 852.20	139,400.00	F	-	\$ 84.30	-	-
5410 14 W LIGHTCAP RD	70032	34	Possum Hollow	POSSUM HOLLOW (17)	\$ 7,741.14	1,205,800.00	F	-	\$ 84.30	-	-
3401 19 W LINFIELD TRAPPE RD	11727	36	King Road	SOUTHEAST (6)	\$ 5,421.59	846,736.00	F	-	\$ 84.30	-	-
107 475 N LEWIS RD	216	52	King Road	SOUTHEAST (6)	\$ 3,921.34	614,500.00	F	-	\$ 84.30	-	-
3761 88 ANCHOR PARKWAY	12101	52	King Road	SOUTHEAST (6)	\$ 3,746.92	587,500.00	F	-	\$ 84.30	-	-
2292 420 W LINFIELD TRAPPE RD	10357	59	King Road	TRINLEY (5)	\$ 5,568.64	869,500.00	F	-	\$ 84.30	-	-
167 350 S LEWIS RD	282	60	King Road	SOUTHEAST (6)	\$ 3,791.50	594,400.00	F	-	\$ 84.30	-	-
2485 827 N LEWIS RD	10630	80	King Road	SOUTH LIMERICK (3)	-	150,200.00	F	-	\$ 6,744.00	-	-
3091 FOX RIDGE APTS	11378	97	King Road	SOUTH LIMERICK (3)	\$ 2,050.04	1,043,000.00	F	-	\$ 8,177.10	-	-
2685 165 W RIDGE PIKE/TRLR PK	10913	115	King Road	SOUTHEAST (6)	\$ 6,018.69	1,792,000.00	F	-	\$ 9,694.50	-	-
5397 EXELON LIM GEN STA	70019	137	Possum Hollow	POSSUM HOLLOW (17)	N	-	\$ 8,659.75	1,348,000.00	\$ 84.30	\$ 1,041.07	-
5400 18 LIGHTCAP RD	70022	200	Possum Hollow	POSSUM HOLLOW (17)	\$ 4,006.31	1,278,500.00	F	-	\$ 7,418.40	-	-
5416	8402				\$ 299,707.92	89,160,697	\$ 25,039.14	7,288,556	\$ 600,843.05	\$ 14,296.74	\$ 1,169.98

Wastewater treatment is provided by the Borough of West Chester pursuant to a Sewer Capacity Agreement dated November 14, 2017, by and between the Borough and East Bradford Township. Copies of West Chester's 2017 Chapter 94 Reports to DEP for the Goose Creek WWTP and for the Taylor Run WWTP are attached hereto as Exhibit E3 and Exhibit E4.

15. The Goose Creek WWTP has a permitted treatment capacity of 1.672 MGD. The Taylor Run WWTP has a permitted treatment capacity of 1.50 MGD. The elevation of the Goose Creek WWTP is generally about EL 370. The elevation of the Taylor Run WWTP is generally about EL 260. The elevation of the Requested Territory ranges from approximately EL 365 to EL 280.

16. Water service in the Requested Territory is provided by both Aqua Pennsylvania, Inc. and private wells.

17. The original cost, by year and major plant category, of the East Bradford Township used and useful plant in service is \$8,294,931 with a related calculation depreciation reserve of \$2,820,983. The original cost value includes a series of capped sewers along the North Benjamin Drive area of the Township. The capped sewers include approximately 3,300 linear feet of 8" Gravity PVC pipe and 20 manholes, with an estimated original cost value of approximately \$100,000 as estimated by Aqua. The pipe and manholes are included in the totals on page 2-11 and 2-12 of Exhibit W. Aqua will categorize the capped sewer pipe and manholes as plant held for future use in its asset allocation upon closing. The area of capped sewers along North Benjamin Drive is not included in the Requested Territory.

18. Tentative journal entries to record the transaction are presented in Section IV.

IV. ASSET PURCHASE AGREEMENT

19. The *Assets Purchase Agreement* is dated December 20, 2017. The *First Amendment to Assets Purchase Agreement* is dated April 18, 2018. The purchase price is Five Million Dollars

(\$5,000,000.00). In addition to the purchase price, Section 1.5 of the Agreement provides that Aqua will assume certain defined liabilities and pay certain out-of-pocket costs incurred by East Bradford Township.

20. The purchase price and Agreement are based on arm's length negotiations. Aqua and East Bradford Township are not affiliated with each other. Aqua will use short term debt initially for the purchase of the assets with the expectation that the short term debt will be converted to long term debt and equity capital at a later date.

21. The wastewater system assets to be acquired are the "Assets" and have the meaning specified in Section 1.1 of the Agreement. The Assets include the assets, properties and rights of East Bradford Township that comprise the wastewater system or that are owned by East Bradford Township and used by it solely in connection with operation of the system.

22. "Excluded Assets," which are those assets not being transferred to Aqua, have the meaning specified in Section 1.4 of the Agreement. Excluded Assets include customer service laterals that run from the curb area to individual customer residences or structures; piping and fixtures internal to each customer residence or structure; cash and cash equivalents; and the items set forth in Schedule 1.4 of the Agreement.

23. "Assumed Liabilities" has the meaning specified in Section 1.6 of the Agreement and include the liabilities and obligations under the Assumed Contracts that arise after Closing, liabilities incurred or arising from and after Closing under or from failure to comply with permits, approvals or licenses related to the system that are transferred to Aqua and the obligation to provide wastewater service after Closing. The Assumed Contracts, which are listed in Schedule 1.6 of the APA and attached hereto as Exhibit F1 and Exhibit F2, are the Sewer Capacity Agreement dated November 14, 2017, by and between the Borough of West Chester and East Bradford Township and the Intergovernmental Cooperation Agreement dated March 15, 1999, between East Bradford and Birmingham Township.

East Bradford Township

	# of Customers	Annual Gallons Treated (2017)
Residential- Single Family	399	23,783,560
Residential- Townhomes	814	36,390,635
Commercial		
Bradford Retail - The Bistro		112,800
Bradford Retail - Strip Stores		688,000
Brookworth Plaza - Dunkin Donuts		147,200
Brookworth Plaza - CVS		35,300
Brookworth Plaza - empty building		-
Brookworth Plaza - Strip Stores		142,000
Brookworth Plaza - PNC Bank		17,000
Countryside Food Mart		52,700
Antique Ice Museum		3,600
Mrs. Mike's Restaurant		103,110
Brandywine Hall Nursing Home		8,281,000
Daily Local News - now empty building		24,400
Bradford Plaza - Strip Stores		1,991,430
Bradford Plaza - Giant Food Store		2,527,700
Bradford Plaza - Walgreens		47,000
Bradford Plaza - Giant Gas Station		6,200
Chester County Art Association		120,100
Industrial		
Diesel Systems		66,300
Chem Service		173,400
Other Class(?)*		
Goddard School		252,800
Hillsdale Elementary School		649,700
WCU S Campus Apts - 144		24,200
WCU S Campus Apts - 167		583,900
WCU S Campus Apts - 168		500,900
WCU S Campus Apts - 169		441,900
WCU S Campus Apts - 170		570,900
WCU S Campus Apts - 171		318,900
WCU S Campus Apts - 172		422,000
WCU S Campus Apts - 173		306,400
WCU S Campus Apts - 174		424,500
WCU S Campus Apts - 175		323,400
WCU S Campus Apts - 176		340,000
WCU S Campus Apts - 177		356,000
University Student Housing 1		4,463,500
University Student Housing 2		5,429,000
Total		90,121,435

*May include church, school, public, etc... (please insert a line for each)

420,000
153,300,000

35
399
814
1,248

1. SUMMARY

1.1 Executive Overview

The Township of Mahoning operates sewer collection and water distribution systems within the Township. The Township does not treat water or wastewater. Rather, it purchases treated water from the Danville Municipal Authority to distribute through its water distribution system, and it transmits the wastewater it collects to a treatment plant owned and operated by the Danville Municipal Authority.

The Township has more than one-thousand each of water and wastewater connections within Mahoning Township. It operates its systems primarily with two employees, one of whom operates the system and performs minor repairs as needed and the other of whom performs administrative duties.

This Request for Proposal ("RFP") is seeking proposals for a qualified public utility to purchase the Township's water and wastewater systems and to operate them for the benefit of the existing customers. This RFP asks how much you, or your company, would be willing to pay the Township for ownership and operation of the water and wastewater systems. It also asks about your capabilities and experiences and wants to know about you, or your company, and how you would operate the systems.

The Township of Mahoning may accept or reject a proposal with no obligation to the bidder. The acceptance of a proposal does not obligate the Township to enter into a contract. This RFP is for comparative pricing only.

The goals of the Township are:

- (a) To enter into a purchase and sale agreement with a responsible individual or entity to assume complete ownership and operation of the Township's water distribution and wastewater collection systems.
- (b) To ensure viable operation of the systems, such that the water distribution and wastewater collection systems are operated by responsible professionals who will provide a high level of service to the residents of Mahoning Township at an appropriate price.
- (c) To maximize revenue to the Township of Mahoning.

2. INTRODUCTION

2.1 Background Information.

The Township of Mahoning, is a municipal entity organized under the Pennsylvania Second Class Township Code, with its principal office located at the Mahoning Township Building, 1101 Bloom Road, Danville, Montour County, Pennsylvania. Mahoning Township surrounds the Borough of Danville on three sides, the southwest side of the Borough being bounded by the Susquehanna River. As of the census of 2000, there were 4,263 people, 1,466 households, and 963 families residing in the Township. The population density was 517.3 people per square mile. There were 1,542 housing units at an average density of 187.1/sq. mi. The Township's principal employer is Geisinger Medical Center, the main facility of which is located within the Township.

The Township operates water distribution and wastewater collection systems within the Township. The Township's systems have approximately 1,177 water connections and approximately 1,226 wastewater connections. The bulk of these connections are in Mahoning Township; however, the Township serves thirty-three (33) extraterritorial customers in the adjoining Cooper and Valley Townships.

The Township seeks a qualified person, or entity, to own and operate the Township's water distribution and wastewater collection systems for the benefit of the Township and its residents. The Township desires to maximize payment to the Township from the sale of the water distribution and wastewater collection systems and to ensure the best management of the systems for the best value, all for the benefit of the Township's residents. While the best price to the Township will be a major consideration, the Township will consider other proposals deemed to be in the best interest of the Township.

2.2 Proposal Schedule.

The Township intends to follow the schedule below in selecting a purchaser for the sewer and water systems:

- (a) Proposal issued – August 1, 2017.
- (b) Pre-proposal meeting – 10:30 a.m., August 14, 2017, Supervisor's Meeting Room, Mahoning Township Building, 1101 Bloom Road, Danville, PA.
- (c) Questions and clarifications – August 1, 2017 through August 25, 2017.
- (d) Final date for posting new information, addenda and answers to questions – August 28, 2017.

October 5, 2017

The Water and Sewer Bids Opening of the Mahoning Township Supervisors was held today at the Mahoning Township Municipal Building at 10:30 am.

Members of the Board present:

Ken Woodruff, Chairperson

Bill Lynn, Vice Chairman

T. S. Scott, Supervisor

Attorney Ben Landon

Township Secretary Joe Oberdorf

Zoning Officer Dean VonBlohn

Also attending were Karen Blackledge, Julye Wemple, Press Enterprise, Tate Hunsinger Suez, Tom Little of Cooper Township, Glen Cromley, John Whelan, and Molly Shultz.

Supervisor Scott spoke first to notify everyone the format of the Township Meeting on October 9 2017 (5:30 pm) will be as follows: Each bidder will be allotted 15 minutes to present in detail their company. The order of presentation will be alphabetical based upon the bidder's company name. All questions will be held until all bidders (AQUA and SUEZ) have made their presentation and then a 30-40 minute question and answer period will occur. Questions may come from supervisors and residents and be directed at an individual bidder, or to the group of bidders.

Attorney Ben Landon reported the purpose of the meeting today is the sale of the water and sewer system. Attorney Landon said two bids were received and he wanted everyone to understand the supervisors will review the bids and enclosed documents and take into consideration other factors such as rates, financial responsibility, ability to provide service.

The first bid was from SUEZ Water Pennsylvania Inc. and the bid was \$9,500,000 of which \$7,000,000 is for water system and the waste water system at \$2,500,000. The bids will be researched for items or issues which could adjust the bids.

Attorney Landon said the second bid was from Aqua Pennsylvania, Inc. for \$7,500,000. He further noted the Supervisors will research and make determinations that will be utilized to the best responsive and responsible bidder. Responsive is that everything is in the bid package and a responsible bidder is one who is capable of doing the job. The supervisors will evaluate these bid packages and then make a determination which is the best responsive and responsible bidder.

This meeting was recorded on tape.

Joe Oberdorf, Secretary.

The following table breaks down the above total figures by customer class as of December 31, 2017, 2016, and 2015 :

	2017	2016	2015
Customers:			
Residential	118,493	111,494	110,254
Commercial	9,386	8,626	8,569
Industrial	536	479	478
Public Authority	1,072	948	964
Fire Protection	3,178	2,876	2,815
Other (including non-metered accounts)	2,980	545	553
Total	133,645	124,968	123,633
Water Revenues (in thousands):			
Residential	\$ 62,831	\$ 59,884	\$ 58,439
Commercial	13,676	12,250	11,816
Industrial	3,196	3,176	3,229
Public Authority	3,845	3,510	3,193
Fire Protection	20,235	18,486	18,016
Other (including non-metered accounts)	3,271	1,361	1,348
Total	\$ 107,054	\$ 98,667	\$ 96,041
Customer Water Consumption (millions of gallons):			
Residential	6,408	6,583	6,551
Commercial	2,026	1,954	1,941
Industrial	711	724	777
Public Authority	575	539	503
Total	9,720	9,800	9,772

The Regulated Companies own various small, discrete parcels of land that are no longer required for water supply purposes. At December 31, 2017, this land totaled over 600 acres. Over the past several years, we have been disposing of these land parcels through sales and/or donations, primarily to towns and municipalities. For more information, please refer to *Segments of Our Business* below.

Additional information on land dispositions can be found in Item 7 – “Management’s Discussion and Analysis of Financial Conditions and Results of Operations – Commitments and Contingencies”.

Competition

Our Regulated Companies face competition from a few small privately-owned water systems operating within, or adjacent to, our franchise areas and from municipal and public authority systems whose service areas in some cases overlap portions of our franchise areas.

Employees

As of December 31, 2017, we employed a total of 294 people. Our employees are not covered by collective bargaining agreements.



DEALS AUGUST 6, 2018 / 5:11 PM / 6 MONTHS AGO

SJW Group makes \$1.1 billion all-cash offer for Connecticut Water

3 MIN READ



NEW YORK (Reuters) - SJW Group ([SJW.N](#)) and Connecticut Water Service Inc ([CTWS.O](#)) said on Monday they were changing from a merger to an acquisition agreement, with SJW offering to buy the New England utility for \$1.1 billion in cash instead of combining stock.

The switch to an all-cash offer is worth \$70 per Connecticut Water share, a 33 percent premium to Connecticut Water's share price prior to the original deal announced in March, according to a joint statement.

It was also higher than the implied \$61.86 per share value of the Clinton, Connecticut-based firm under the merger-of-equals transaction, which would have created a combined company in which existing SJW shareholders would hold 60 percent of the stock.

SJW closed 2.3 percent lower, while Connecticut Water was 9 percent higher at \$68.50.

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To pay for the acquisition, SJW will initially utilize a \$975 million bridge loan from financial adviser JP Morgan Chase ([JPM.N](#)). Ultimately, the purchase would be covered by debt and between \$450 million and \$500 million of equity finance.

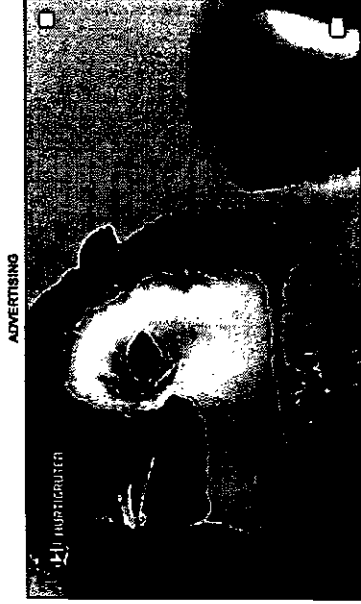
2/16/2019

SJW Group makes \$1.1 billion all-cash offer for Connecticut Water | Reuters

The new deal aims to conclude in the first quarter of 2019, subject to approvals from Connecticut Water's shareholders, as well as regulators in Connecticut and Maine.

The duo's original all-stock merger announcement in March triggered competing offers from Eversource Energy ([ES.N](#)) and California Water Service Group ([CWT.N](#)).

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"We have converted from a stock-for-stock deal to a cash offer, which will resolve any further market distractions from the inferior proposals," SJW Chief Executive Eric Thornburg told Reuters, in reference to the actions by Eversource and CalWater.

Switching to an acquisition, versus a merger structure, means that SJW shareholders will no longer be required to vote on approving the deal, the statement said.

CalWater has an open tender offer to acquire SJW that runs until Sept. 28.

However, asked if the change was aimed at heading off any shareholder challenge to the deal, Thornburg told Reuters it "wasn't a consideration" and it had received nothing but support from its shareholders.

REUTERS

CalWater declined to comment. A spokesman for Eversource said the company was evaluating developments but, as it has made clear, it will be disciplined in pursuing this or any other transaction.

Reporting by David French in New York; Additional Reporting by Liana B. Baker; Editing by Lisa Stummaker
Our Standards: [The Thomson Reuters Trust Principles](#)

MORE FROM REUTERS

**ATTACHMENT 2 TO
STANDARD DATA REQUEST SECTION 18**

ASSET PURCHASE AGREEMENT

Between

NEW GARDEN TOWNSHIP

And

NEW GARDEN TOWNSHIP SEWER AUTHORITY

And

AQUA PENNSYLVANIA WASTEWATER, INC.

August ____, 2016

b. The purchase price for the Assets will consist of payment of Twenty-nine Million Five Hundred Thousand Dollars (\$29,500,000.00) (the "Purchase Price") to be paid by Buyer at Closing in one lump sum payment of immediately available funds. Buyer and Seller agree that the results of the appraisals pursuant to Act 12 (as defined herein) shall have no effect on the Purchase Price.

c. Buyer also agrees to contribute Twenty Thousand Dollars (\$20,000.00) toward Seller's closing costs.

2.6 Assumption of Liabilities and Contracts

a. Buyer will (a) satisfy and comply with all conditions and requirements of the permits specified in Schedule 2.6(a) upon transfer of such permits to Aqua.

b. Seller and Buyer shall: (I) obtain consents to the assignment of the contracts listed on Schedule 2.6(b), section I from all parties to said contracts if required by the terms of the respective contracts; and (II) arrange for the termination or amendment of the contract listed on Schedule 2.6(b), section II and the execution of a new agreement or, in the case of an amendment, an assignment, that is agreeable to Aqua in its sole discretion, with any such new agreement to replace the terminated contract. The contracts listed on Schedule 2.6(b) are collectively referred to herein as the "Assumed Liabilities".

c. Seller hereby acknowledges that, following the effective time of Closing, Aqua shall be responsible for the provision of wastewater service to the customers of Seller.

d. All other liabilities and obligations of Seller shall remain the sole responsibility of Seller. Other than the Assumed Liabilities, Buyer shall not assume and shall not be liable for, and Seller shall indemnify and hold harmless Aqua and its officers, employees and agents from and against, any and all liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, known or unknown at the time of Closing.

3. CLOSING

Closing hereunder (the "Closing") shall take place at the offices of Lamb McErlane PC, located at 24 E. Market St., West Chester, PA 19381 or other mutually agreed upon location, commencing at 10:00 a.m. local time, on the later to occur of: (i) one hundred fifty (150) days from the date Seller accepts Buyer's offer, as evidenced by the date of Seller's execution of this Agreement, and (ii) forty-five (45) days (a) after receipt of the last required unappealed regulatory approval of the transactions contemplated herein and (b) fulfillment of all conditions precedent under Section 4 hereof. Seller may terminate this Agreement should Buyer fail to obtain unappealed regulatory approval of the transactions contemplated herein within 365 days of the Effective Date, unless mutually extended in writing. The date of the Closing is referred to herein as the "Closing Date". The effective time of the Closing shall be 12:01 a.m. on the day following the Closing Date.

Execution Copy

ASSET PURCHASE AGREEMENT

By and Among

THE CITY OF MCKEESPORT,

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT

AS SELLER

and

PENNSYLVANIA AMERICAN WATER COMPANY

AS BUYER

Dated as of September ____, 2016

Execution Copy

not set forth on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

(e) From the date of this Agreement until the Closing Date, the Seller shall collect accounts receivable and pay accounts payable in the ordinary course and in a manner consistent with its past practices.

ARTICLE III.

ESCROW AND PURCHASE PRICE

Section 3.01. Escrow Amount. At Closing, Seven Million Eight Hundred Thousand Dollars (\$7,800,000) of the Purchase Price (defined below) shall be deposited in escrow (the "Escrow Fund") with the Escrow Agent pursuant to an escrow agreement in the form of Exhibit A, by and among the Seller, the City, the Buyer and the Escrow Agent (the "Closing Escrow Agreement") to provide for any indemnification claims of the Buyer due and payable by the Seller pursuant to Section 8.02 herein; *provided, however*, that the Escrow Fund shall be released to the Seller or the City (in accordance with the Closing Escrow Agreement) on the Escrow Release Date, except for any amount reasonably required to cover any indemnification claim made by the Buyer prior to such date.

Section 3.02. Purchase Price. The purchase price for the Acquired Assets shall be One Hundred Fifty-Six Million Dollars (\$156,000,000) or the final appraised value as determined under 66 Pa.C.S. Section 1329, whichever is higher (the "Purchase Price") which shall be paid as follows:

(a) Within five (5) Business Days of the Effective Date, Buyer shall deposit Five Million Dollars (\$5,000,000) of the Purchase Price, payable to the City in immediately available funds (the "Signing Cash Deposit"), subject to Section 14.02 and secured by the City with a duly executed note (the "Deposit Note"), in the form attached hereto as Exhibit B;

(b) Within five (5) Business Days of receipt of written notice from the City that it has due and owing specific payables which meet the definition of Appropriate Use, such payables meet or exceed the amount set forth below and such payables are specifically identified in said notice, but in any case not prior to January 15, 2017, Buyer shall deposit Two Million Dollars (\$2,000,000) of the Purchase Price, payable to the City in immediately available funds (the "2017 Cash Deposit" and together with the Signing Cash Deposit, the "Deposits"), subject to Section 14.02 and secured by the City with the Deposit Note.

(c) At Closing, Buyer shall (i) provide for payment in full the total amount of Outstanding Indebtedness (less any amounts of Outstanding Indebtedness actually assumed by

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

Limerick Township, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of November 16, 2016

Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, the Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 as an Assigned Contract as of the date hereof, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 identifying such contract, and such contract shall thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL CONSIDERATION

Section 3.01. Purchase Price and Additional Consideration. The purchase price for the Acquired Assets shall be Seventy-Five Million One Hundred Thousand Dollars (\$75,100,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for the payment in full the total amount of Outstanding Indebtedness; and

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.01(c), Buyer shall pay to the Seller at Closing by wire transfer

ASSETS PURCHASE AGREEMENT
Between
EAST BRADFORD TOWNSHIP
And
AQUA PENNSYLVANIA WASTEWATER, INC.

December 20, 2017

within thirty (30) days after receipt thereof.

1.4 Excluded Assets

The Assets shall not include any of the following (collectively, the "Excluded Assets"):

- a. Any and all customer service laterals that run from the curb area (or edge of road or right-of-way) to each of the individual customer's residences or structures.
- b. Any and all piping and fixtures internal to each of the individual customer's residences or structures.
- c. Any of Seller's cash, investments, cash equivalents and accounts, including without limitation any accounts receivable or unbilled charges for Services furnished for periods prior to and up to the Closing Date.
- d. The real and personal property, including the improvements on said real property, described in Schedule 1.4.
- e. Any other asset, property, easement or interest as is shown in Schedule 1.4.

1.5 Consideration

The aggregate cash purchase price for the Assets is FIVE MILLION U.S. Dollars (\$5,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer at Closing, by wire transfer of immediately available funds to Seller.

Buyer and Seller agree to utilize the procedures under Act 12 of 2016, 66 Pa. C.S. § 1329 ("Section 1329") in completing this transaction.

Buyer agrees to and shall (i) assume at Closing the Assumed Liabilities (hereinafter defined), and (ii) pay at Closing Seller's actual, out-of-pocket costs incurred for services performed, excluding attorneys' fees, after the date of this Agreement in order to comply with the PUC Implementation Order, provided such costs do not relate to the Original Cost Study or any update thereto, and further provided such costs do not relate to the preparation and completion of the Seller's Utility Valuation Expert appraisal report and any additional work by the Seller's Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the Pennsylvania Public Utility Commission ("PUC") in regard to this transaction under Section 1329. Buyer and Seller will be responsible for the costs associated with their respective Utility Valuation Experts. Buyer and Seller agree that the costs associated with the licensed engineer to develop and finalize the Engineer's Assessment will be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

Upon its execution and delivery of this Agreement to the Seller, the Buyer shall obtain a performance bond equal to ten percent (10%) of the Purchase Price (the "Bond"). The Bond

ASSET PURCHASE AGREEMENT
BETWEEN
TOWNSHIP OF SADBURY
AND
PENNSYLVANIA-AMERICAN WATER COMPANY

SEPTEMBER 5, 2017

(c) Any and all grinder pumps, piping and fixtures located at the curb-line or edge-of-the road to and throughout the customer's property and included as components of the Customer Sewer Laterals;

(d) Any and all stormwater system facilities including, but not limited to: (a) facilities located on, in, within, or under the real property, including easements, that is a part of the Assets, (b) facilities that are connected to the System and located within the public rights-of-way and (c) facilities or assets used in the operation of a municipal separate stormwater system;

(e) Seller's cash on hand on the date of Closing and Seller's account receivables related to the System for services rendered through the close of business on the Closing Date;

(f) All rights of Seller under this Agreement and related Bill of Sale and Assignment of Contracts Agreement as it pertains to the transfer and sale herein contemplated; and

(g) the specific assets, properties and rights of Seller set forth on Schedule 1.3.

1.4 Accounts Receivable. Accounts receivable for wastewater services related to the System rendered through the close of business on the Closing Date shall be excluded assets as per Section 1.3, and accounts receivable for wastewater services related to the System rendered thereafter shall belong to PAWC.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price for the Assets.

(a) Upon its execution and delivery of this Agreement to the Seller, PAWC shall remit a deposit of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00) (i) which shall be retained by Seller in the event that the Closing does not occur for any reason other than Seller's default under this Agreement or a failure of a condition precedent under Section 8.1 below, and (ii) which, in the event of Closing, shall be applied to the Purchase Price.

(b) Subject to the terms and conditions of this Agreement, the purchase price (the "Purchase Price") for the Assets shall be NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000.00). The parties agree that the Purchase Price represents the "negotiated purchase price" for such Assets, pursuant to the valuation process set forth in Section 1329 of the Public Utility Code, 66 Pa.C.S. § 1329. The Purchase Price shall be payable directly to Seller on the Closing Date by wire transfer or by corporate check, at Seller's discretion.

2.2 Use of Fair Market Valuation Process. Following the execution of this Agreement, PAWC and Seller shall each take such any and all further actions as are necessary to invoke, commence and complete the fair market valuation process set forth in Section 1329 of the Public Utility Code, 66 Pa.C.S. § 1329. Without limiting the generality of the foregoing, PAWC and Seller have each engaged a utility valuation expert from the list of such experts maintained by the Pennsylvania Public Utility Commission ("PUC") and have jointly selected and engaged a licensed engineer for the purposes set forth in Section 1329(a)(4) of the Public Utility Code, 66 Pa.C.S. § 1329(a)(4). The final reports of each of the two utility valuation experts are attached as Schedule 2.2. All costs and expenses associated with the utility valuation experts shall be the responsibility of the party engaging such expert. All costs and expenses associated with the licensed engineer jointly selected by the parties were shared equally between PAWC and Seller prior to the execution of this Agreement. PAWC

**CHELTENHAM TOWNSHIP BUDGETS
2014 TO 2016**

APPROPRIATION BY YEAR

DEPARTMENT NAME: SEWER

COST CENTER: 14

DESCRIPTION	ACCOUNT	ACTUAL 2012	BUDGETED 2013	BUDGETED 2014
SALARIES SEWER	01040	224,581	242,888	242,888
OPERATING EXPENSES	01041	3,966,511	3,947,595	3,650,000
MATERIALS & SUPPLIES	01042	2,500	0	0
MAINTENANCE PLANT & VEHICLE	01043	526,202	581,287	581,611
OTHER EXPENSES	01044	14,805	14,440	14,805
TOTALS		4,734,599	4,786,210	4,489,304

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2014
01040		SALARIES SEWER		
0104014	20000	Salaries Fulltime		238,581
0104014	27000	Longevity		4,307
TOTAL		SALARIES SEWER		<u>242,888</u>
01041		OPERATING EXPENSES		
0104114	46550	Philadelphia - 4 Quarters		3,600,000
0104114	46553	Abington & Argyle Roads		50,000
TOTAL		OPERATING EXPENSES		<u>3,650,000</u>
01042		MATERIALS & SUPPLIES		
0104214	94000	Advertising & Printing		0
0104214	94502	Xerox 2510 Plan Copier		0
TOTAL		MATERIALS & SUPPLIES		<u>0</u>
01043		MAINTENANCE PLANT & VEHICLE		
0104314	21000	Wages Fulltime	<i>Longevity Scheduled</i>	521,466
0104314	33000	Utilities	<i>Heat, Light & Water</i>	1,250
0104314	41558	Main Interceptor	<i>Repairs & Cleaning</i>	3,000
0104314	41559	Mains, Laterals & Meters	<i>Repairs</i>	10,000
0104314	41561	Clean PWF Truck Wash Pit		3,000
0104314	43561	Small Tools & Supplies	<i>Misc. & 50# Rootout, Disinfectant & Dye</i>	3,000
0104314	43563	Refurbish Manholes	<i>Materials to Refurbish/Sealcoat Manholes-10 per year \$ \$420/Ea.</i>	4,200
0104314	43564	Specialized Equipment	<i>Replace/Purchase Vector Hose, Root Cutter & Accessories.</i>	2,000
0104314	60000	Auto Operating Expenses	<i>Gas - 1 Auto 1,000 Gals. @ \$3.40/Gal.</i>	3,400
0104314	61000	Auto Maintenance	<i>1 Auto @ \$300</i>	300

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2014
0104314	63568	Diesel	1,300 Gals. @ \$3.75	4,875
		Gas	2,100 Gals. @ \$3.40	7,140
		Bypass Pumps Diesel	3,500 Gals. @ \$3.75	13,125
0104314	63569	Oil		400
0104314	64000	Vactor	Maintenance	1,500
0104314	67570	2-Way Radio Maintenance Contract	3 @ \$7.35/Month	265
0104314	74000	Contracted Services	PA One Call (UG ID) 12 Months @ \$210/Month	2,520
0104314	96000	Miscellaneous	SEPTA Sewer Easement rental (3555' East of Elkins Park Station)	170
TOTAL		MAINTENANCE PLANT & VEHICLE		681,611
0104414		OTHER EXPENSES		
0104414	30015	Meter Software Supplies		500
0104414	36000	Uniforms Other	Raingear, Safety Glasses, Etc. - 6 @ \$365/Each	2,190
0104414	70000	Audit Fees	Sewer Bill	7,015
0104414	72000	Professional Services	AQUA Consumption Records	5,000
0104414	92000	Association Dues	Membership Fees for ASSE	100
TOTAL		OTHER EXPENSES		14,805
TOTAL		SEWER		4,489,304

APPROPRIATION BY YEAR

DEPARTMENT NAME: REFUSE

COST CENTER: 16

DESCRIPTION	ACCOUNT	ACTUAL 2012	BUDGETED 2013	BUDGETED 2014
REFUSE COLLECTION	01050	1,453,478	1,504,914	1,490,783
REFUSE DISPOSAL	01051	630,760	626,610	600,610
TOTALS		2,084,238	2,131,524	2,091,393

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(PRINCIPAL)

YEAR	2004 B	2004 C	2005 G.O.B.	2005 A G.O.B.	2008 G.O.B.	2009 G.O.B.	2011 G.O.B.	2012 G.O.B.	2013 A G.O.B.	2013 B G.O.B.	TOTAL PRINCIPAL
2014	45,000	540,000	40,000	35,000	235,000	570,000	20,000	50,000	10,000	50,000	1,595,000
2015	15,000	565,000	45,000	65,000	240,000	585,000	20,000	45,000	10,000	55,000	1,645,000
2016	15,000	585,000	40,000	70,000	250,000	605,000	20,000	45,000	15,000	55,000	1,700,000
2017	140,000		45,000	180,000	255,000	715,000	20,000	50,000	280,000	55,000	1,740,000
2018	960,000		45,000	185,000	265,000	150,000	20,000	45,000	65,000	55,000	1,790,000
2019	1,005,000			195,000	275,000	155,000	20,000	45,000	65,000	100,000	1,860,000
2020	1,045,000			200,000	285,000	160,000	20,000	55,000	60,000	100,000	1,925,000
2021				1,295,000	295,000	170,000	20,000	55,000	65,000	105,000	2,005,000
2022				1,350,000	305,000	180,000	20,000	50,000	70,000	105,000	2,080,000
2023				80,000	315,000	1,140,000	20,000	55,000	435,000	110,000	2,165,000
2024					325,000	625,000	20,000	60,000	230,000	1,000,000	2,280,000
2025					340,000		20,000	50,000		1,945,000	2,355,000
2026					355,000		20,000	55,000		2,020,000	2,450,000
2027					365,000		15,000	65,000		2,125,000	2,570,000
2028					380,000		235,000	240,000		1,820,000	2,675,000
2029					395,000		2,120,000	250,000			2,765,000
2030					410,000		2,215,000	255,000			2,880,000
2031					425,000		2,315,000	265,000			3,005,000
2032					445,000			2,690,000			3,135,000
2033					460,000			2,775,000			3,235,000
TOTALS	\$3,225,000	\$1,890,000	\$215,000	\$3,868,000	\$6,620,000	5,055,000	7,160,000	7,200,000	1,305,000	9,700,000	\$45,835,000

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(INTEREST)

1	2004 B	2004 C	2005	2005 A	2008	2009	2011	2011	2012	2012	2013A	2013B	TOTAL
YEAR	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	INTEREST
2014	135,692	50,590	7,622	149,444	243,723	178,257	160,913	160,913	89,889	89,889	31,161	380,833	1,678,925
2015	133,870	31,381	6,049	148,201	236,774	163,723	160,688	160,688	89,739	89,739	30,619	376,396	1,627,866
2016	133,263	10,676	4,425	145,829	229,236	147,927	160,463	160,463	89,582	89,582	30,419	376,039	1,577,903
2017	132,655		2,745	143,169	221,155	129,777	160,238	160,238	89,391	89,391	30,119	375,557	1,534,434
2018	126,985		923	136,239	212,639	107,613	159,888	159,888	89,153	89,153	24,519	374,973	1,481,872
2019	87,145			129,024	203,118	101,613	159,538	159,538	88,928	88,928	23,708	373,914	1,415,451
2020	44,935			121,224	193,038	95,413	159,188	159,188	88,478	88,478	22,731	372,184	1,344,836
2021				113,224	182,598	89,013	158,838	158,838	87,928	87,928	21,531	370,048	1,269,945
2022				59,805	171,798	82,212	158,488	158,488	87,378	87,378	20,069	367,686	1,193,301
2023				3,780	160,165	75,012	158,050	158,050	86,878	86,878	18,319	364,995	1,112,127
2024					147,685	28,562	157,613	157,613	86,328	86,328	6,900	348,551	1,017,579
2025					134,718		157,175	157,175	85,853	85,853		303,161	923,535
2026					121,185		156,738	156,738	85,091	85,091		222,270	827,092
2027					107,125		156,300	156,300	84,472	84,472		118,645	707,314
2028					92,503		155,972	155,972	83,741	83,741		32,760	604,688
2029					77,196		150,831	150,831	81,041	81,041			540,941
2030					61,298		103,661	103,661	78,228	78,228			425,076
2031					44,700		53,824	53,824	75,041	75,041			302,430
2032					27,300				71,728	71,728			170,756
2033					9,200				36,422	36,422			82,044
TOTALS	\$794,545	\$92,647	\$21,784	\$1,149,939	\$2,877,031	\$1,197,122	\$2,688,401	\$2,688,401	1,655,089	1,655,089	\$260,093	\$4,757,992	\$19,838,113

APPROPRIATION BY YEAR

DEPARTMENT NAME: SEWER

COST CENTER: 14

DESCRIPTION	ACCOUNT	ACTUAL 2013	BUDGETED 2014	BUDGETED 2015
SALARIES SEWER	01040	192,488	242,888	211,204
OPERATING EXPENSES	01041	3,132,549	3,650,000	3,450,000
MATERIALS & SUPPLIES	01042	0	0	0
MAINTENANCE PLANT & VEHICLE	01043	426,379	581,611	480,875
OTHER EXPENSES	01044	12,007	14,805	16,250
TOTALS		3,763,423	4,489,304	4,168,329

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2015
01040		SALARIES SEWER		
0104014	20000	Salaries Fulltime		208,104
0104014	21001	Wages - Part time		
0104014	22000	Overtime		
0104014	26000	Sick Leave Buy Back		
0104014	27000	Longevity		3,100
TOTAL		SALARIES SEWER		211,204
01041		OPERATING EXPENSES		
0104114	46550	Philadelphia - 4 Quarters		3,400,000
0104114	46553	Abington & Argyie Roads		50,000
TOTAL		OPERATING EXPENSES		3,450,000
01042		MATERIALS & SUPPLIES		
0104214	94000	Advertising & Printing		0
0104214	94502	Xerox 2510 Plan Copier		0
TOTAL		MATERIALS & SUPPLIES		0
01043		MAINTENANCE PLANT & VEHICLE		
0104314	21000	Wages Fulltime	<i>Longevity Scheduled</i>	421,466
0104314	22001	Overtime Wages Full Time		
0104314	27000	Longevity		
0104314	33000	Utilities	<i>Heat, Light & Water</i>	1,250
0104314	41558	Main Interceptor	<i>Repairs & Cleaning:</i>	3,000
0104314	41559	Mains, Laterals & Meters	<i>Repairs</i>	10,000
0104314	41581	Clean PWF Truck Wash Pit		3,000
0104314	43561	Small Tools & Supplies	<i>Misc. & 50# Rootout, Disinfectant & Dye</i>	3,000
0104314	43563	Refurbish Manholes	<i>Materials to Refurbish/Sealcoat Manholes-10 per year @ \$420/Es.</i>	4,200
0104314	43564	Specialized Equipment	<i>Replace/Purchase Vactor Hose, Root Cutter & Accessories</i>	2,000
0104314	80000	Auto Operating Expenses	<i>Gas - 1 Auto 1,000 Gals. @ \$3.25/Gal.</i>	3,250
0104314	61000	Auto Maintenance	<i>1 Auto @ \$350</i>	350

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2015
0104314	63567	Gas	2,100 Gals @ \$3.25/Gal.	6,825
0104314	63568	Diesel	1,300 Gals. @ \$3.70/Gal.	4,810
		Bypass Pumps Diesel	3,500 Gals. @ \$3.70/Gal.	12,950
0104314	63569	Oil		400
0104314	63570	Gas/Diesel Fuel Adjustment Exp.		
0104314	64000	Vactor	Maintenance	1,500
0104314	67570	2-Way Radio Maintenance Contract	3 @ \$8.44/Month	304
0104314	74000	Contracted Services	PA One Call (UG ID) 12 Months @ \$200/Month	2,400
0104314	96000	Miscellaneous	SEPTA Sewer Easement rental (3555 East of Elkins Park Station)	170
TOTAL		MAINTENANCE PLANT & VEHICLE		480,875
 		OTHER EXPENSES		
0104414		Argyle Meter Calibration		700
0104414	30015	Uniforms Other	Reingear, Safety Glasses, Etc. - 6 @ \$365/Each	2,250
0104414	36000	Audit Fees	Sewer Bid	8,000
0104414	70000	Professional Services	AQUA Consumption Records	5,200
0104414	92000	Association Dues	Membership Fees for ASSE	100
TOTAL		OTHER EXPENSES		16,250
TOTAL		SEWER		4,158,329

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(PRINCIPAL)

YEAR	2004 B	2004 C	2005 G.O.B.	2005 A G.O.B.	2008 G.O.B.	2009 G.O.B.	2011 G.O.B.	2012 G.O.B.	2013 A G.O.B.	2013 B G.O.B.	2014 A G.O.B.	2014 B G.O.B.	TOTAL PRINCIPAL
2015	10,000	565,000	45,000	65,000	240,000	405,000	20,000	45,000	10,000	55,000	220,000	10,000	1,690,000
2016	10,000	565,000	40,000	70,000	250,000	420,000	20,000	45,000	15,000	55,000	210,000	180,000	1,900,000
2017	70,000		45,000	180,000	265,000	415,000	20,000	50,000	280,000	55,000	385,000	190,000	1,945,000
2018	470,000		45,000	185,000	265,000	90,000	20,000	45,000	65,000	55,000	560,000	195,000	1,995,000
2019	490,000			195,000	275,000	90,000	20,000	45,000	65,000	100,000	580,000	195,000	2,055,000
2020	510,000			200,000	285,000	95,000	20,000	55,000	60,000	100,000	585,000	210,000	2,120,000
2021				1,295,000	295,000	100,000	20,000	55,000	65,000	105,000	70,000	210,000	2,215,000
2022				1,350,000	305,000	105,000	20,000	50,000	70,000	105,000	75,000	215,000	2,295,000
2023				90,000	315,000	655,000	20,000	55,000	435,000	110,000	485,000	215,000	2,380,000
2024					325,000	360,000	20,000	60,000	230,000	1,000,000	255,000	240,000	2,490,000
2025					340,000		20,000	50,000		1,945,000		195,000	2,550,000
2026					355,000		20,000	55,000		2,020,000		185,000	2,635,000
2027					365,000		15,000	65,000		2,125,000		190,000	2,760,000
2028					380,000		235,000	240,000		1,820,000		195,000	2,870,000
2029					395,000		2,120,000	250,000				175,000	2,940,000
2030					410,000		2,215,000	255,000				180,000	3,060,000
2031					425,000		2,315,000	265,000				185,000	3,190,000
2032					445,000			2,690,000				190,000	3,325,000
2033					460,000			2,775,000				185,000	3,420,000
2034												3,510,000	3,510,000
TOTALS	\$1,560,000	\$1,150,000	\$175,000	\$3,830,000	\$8,385,000	2,735,000	7,140,000	7,150,000	1,295,000	9,650,000	3,425,000	7,050,000	\$51,345,000

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(INTEREST)

1	2004 B	2004 C	2005	2005 A	2008	2009	2011	2011	2012	2012	2013A	2013B	2014A	2014B	TOTAL
YEAR	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	INTEREST
2015	65,660	31,381	6,049	148,202	238,774	98,738	160,688	160,688	89,739	89,739	30,619	378,396	55,014	178,875	1,728,561
2016	65,255	10,678	4,425	145,828	229,236	87,802	160,463	160,463	89,582	89,582	30,419	378,039	64,385	210,931	1,725,085
2017	64,850		2,745	143,168	221,155	75,202	160,238	160,238	89,391	89,391	30,119	375,557	63,440	207,331	1,682,824
2018	62,015		923	138,238	212,539	62,338	159,888	159,888	89,153	89,153	24,519	374,873	55,740	203,531	1,630,897
2019	42,510			129,024	203,118	58,738	159,538	159,538	88,928	88,928	23,706	373,914	44,540	199,631	1,572,112
2020	21,930			121,224	193,039	55,138	159,188	159,188	88,478	88,478	22,731	372,164	32,940	192,808	1,507,302
2021				113,224	182,598	51,337	158,838	158,838	87,928	87,928	21,531	370,048	21,240	188,806	1,442,115
2022				59,808	171,798	47,338	158,488	158,488	87,378	87,378	20,069	367,688	19,560	184,406	1,362,394
2023				3,780	160,165	43,138	158,050	158,050	86,878	86,878	18,319	364,995	17,760	179,838	1,277,851
2024					147,685	15,300	157,913	157,913	86,328	86,328	6,900	348,551	6,120	175,000	1,187,437
2025					134,719		157,175	157,175	85,653	85,653		303,161		169,300	1,092,835
2026					121,165		156,738	156,738	85,091	85,091		222,270		164,181	991,273
2027					107,125		156,300	156,300	84,472	84,472		118,645		159,325	868,639
2028					92,503		155,872	155,872	83,741	83,741		32,760		153,625	758,313
2029					77,196		150,831	150,831	81,041	81,041				147,775	688,716
2030					61,288		103,661	103,661	78,228	78,228				142,625	567,601
2031					44,700		53,824	53,824	75,041	75,041				136,900	439,330
2032					27,300				71,728	71,728				131,119	301,875
2033					9,200				36,422	36,422				124,706	206,750
2034														118,482	118,482
TOTALS	\$322,220	\$42,057	\$14,142	\$1,000,484	\$2,633,308	\$695,069	\$2,527,488	\$2,527,488	1,565,200	1,565,200	\$228,932	\$4,377,169	\$380,739	\$3,368,873	\$21,148,370

APPROPRIATION BY YEAR

DEPARTMENT NAME: SEWER

COST CENTER: 14

DESCRIPTION	ACCOUNT	ACTUAL 2014	BUDGETED 2015	BUDGETED 2016
SALARIES SEWER	01040	151,696	211,204	168,820
OPERATING EXPENSES	01041	2,877,904	3,450,000	3,725,000
MATERIALS & SUPPLIES	01042	0	0	0
MAINTENANCE PLANT & VEHICLE	01043	427,655	480,875	495,151
OTHER EXPENSES	01044	12,134	16,250	17,035
TOTALS		3,469,389	4,158,329	4,406,006

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2016
01040		SALARIES SEWER		
0104014	20000	Salaries Fulltime		165,600
0104014	21001	Wages - Part time		
0104014	22000	Overtime		
0104014	26000	Sick Leave Buy Back		0
0104014	27000	Longevity		3,220
TOTAL		SALARIES SEWER		168,820
01041		OPERATING EXPENSES		
0104114	46550	Philadelphia - 4 Quarters		3,675,000
0104114	46553	Abington & Argyle Roads		50,000
TOTAL		OPERATING EXPENSES		3,725,000
01042		MATERIALS & SUPPLIES		
0104214	94000	Advertising & Printing		0
0104214	94502	Xerox 2510 Plan Copier		0
TOTAL		MATERIALS & SUPPLIES		0
01043		MAINTENANCE PLANT & VEHICLE		
0104314	21000	Wages Fulltime		400,876
0104314	22001	Overtime Wages Full Time		
0104314	27000	Longevity		
0104314	33000	Utilities	Heat, Light & Water	500
0104314	41558	Main Interceptor	Repairs & Cleaning	2,000
0104314	41559	Mains, Laterals & Meters	Repairs	10,000
0104314	41581	Clean Oil Separator Tank		2,500
0104314	43561	Small Tools & Supplies	Misc. & 50ft Rootout, Disinfectant & Dye	1,500
0104314	43563	Refurbish Manholes	Materials to Refurbish/Sealcoat Manholes-10 per year \$420 Ea	4,200
0104314	43564	Specialized Equipment	Replace/Purchase Vacator Hoss, Root Cutter & Accessories	2,000
0104314	60000	Auto Operating Expenses	Gas - 1 Auto 1,000 Gals. @ \$2.40/Gal.	2,400
0104314	61000	Auto Maintenance	1 Auto @ \$400	400
0104314	63567	Gas	2,100 Gals. @ \$2.40/Gal.	6,860

**SEWER
COST CENTER: 14**

COST CENTER	ACCOUNT	TITLE	DESCRIPTION	BUDGETED 2016
0104314	63568	Diesel	1,300 Gals. @ \$2.60/Gal./Bypass Pumps 3,700 Gal @ \$2.60	13,040
0104314	63569	Oil		400
0104314	63570	Gas/Diesel Fuel Adjustment Exp.		43,500
0104314	64000	Equipment Maintenance	Vector Repairs	2,000
0104314	67570	2-Way Radio Maintenance Contract	4 @ \$8.44/Month	405
0104314	74000	Contracted Services	PA One Call (UG ID) 12 Months @ \$200/Month	2,400
0104314	96000	Miscellaneous	SEPTA Sewer Easement rental (3555' East of Elkins Park Station)	170
TOTAL		MAINTENANCE PLANT & VEHICLE		495,151
0104414		OTHER EXPENSES		
0104414	30015	Argyle Meter Calibration		695
0104414	36000	Uniforms Other	Raingear, Safety Glasses, Etc. - 6 @ \$465/Each	2,790
0104414	70000	Audit Fees	Sewer Bill	8,250
0104414	72000	Professional Services	AQUA Consumption Records	5,200
0104414	92000	Association Dues	ASWE Membership Fees	100
TOTAL		OTHER EXPENSES		17,035
TOTAL		SEWER		4,406,006

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(PRINCIPAL)

YEAR	2004 B	2004 C	2005 G.O.B.	2005 A G.O.B.	2006 G.O.B.	2009 G.O.B.	2011 G.O.B.	2012 G.O.B.	2013 A G.O.B.	2013 B G.O.B.	2014 A G.O.B.	2014 B G.O.B.	2015 G.O.B.	TOTAL PRINCIPAL
2016	10,000	585,000	40,000	70,000	250,000	420,000	20,000	45,000	15,000	55,000	210,000	180,000	85,000	1,985,000
2017	70,000		45,000	180,000	255,000	415,000	20,000	50,000	280,000	55,000	385,000	180,000	45,000	1,990,000
2018	470,000		45,000	185,000	265,000	90,000	20,000	45,000	65,000	55,000	560,000	195,000	50,000	2,045,000
2019	400,000			195,000	275,000	90,000	20,000	45,000	65,000	100,000	580,000	195,000	50,000	2,105,000
2020	510,000			130,000	285,000	95,000	20,000	55,000	60,000	100,000	585,000	210,000	120,000	2,170,000
2021					295,000	100,000	20,000	55,000	65,000	105,000	70,000	210,000	1,350,000	2,270,000
2022					305,000	105,000	20,000	50,000	70,000	105,000	75,000	215,000	1,375,000	2,320,000
2023					315,000	655,000	20,000	55,000	435,000	110,000	485,000	215,000	60,000	2,350,000
2024					325,000	380,000	20,000	60,000	230,000	1,000,000	255,000	240,000	35,000	2,525,000
2025					340,000		20,000	50,000		1,945,000		195,000	35,000	2,585,000
2026					355,000		20,000	55,000		2,020,000		185,000	35,000	2,670,000
2027					365,000		15,000	65,000		2,125,000		190,000	40,000	2,800,000
2028					380,000		235,000	240,000		1,820,000		195,000	40,000	2,910,000
2029					395,000			250,000				175,000	2,160,000	2,980,000
2030					410,000			255,000				180,000	2,225,000	3,070,000
2031					425,000			265,000				185,000	2,295,000	3,170,000
2032					445,000			2,690,000				190,000		3,325,000
2033					480,000			2,775,000				185,000		3,420,000
2034												3,510,000		3,510,000
TOTALS	\$1,550,000	\$585,000	\$130,000	\$760,000	\$6,145,000	2,330,000	470,000	7,105,000	1,285,000	8,595,000	3,205,000	7,040,000	10,000,000	\$50,200,000

**STATEMENT OF OUTSTANDING DEBT
AND DEBT SERVICE REQUIREMENTS**

(INTEREST)

1	2004 B	2004 C	2005	2005 A	2008	2009	2011	2012	2013A	2013B	2014A	2014B	2015	TOTAL
YEAR	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	G.O.B.	INTEREST
2016	65,255	10,876	4,425	29,805	229,236	87,802	18,263	179,164	30,419	378,039	64,385	210,931	234,648	1,542,048
2017	64,850		2,745	27,145	221,155	75,202	18,812	178,782	30,118	375,557	63,440	207,331	274,356	1,539,494
2018	62,015		923	20,215	212,539	62,338	18,113	178,306	24,519	374,973	55,740	203,531	273,458	1,488,668
2019	42,510			13,000	203,118	58,738	17,412	177,856	23,708	373,914	44,540	199,831	272,458	1,428,881
2020	21,930			5,200	193,038	55,138	16,713	176,856	22,731	372,184	32,940	192,806	271,458	1,381,072
2021					182,598	51,337	16,012	175,856	21,531	370,048	21,240	188,608	269,058	1,296,284
2022					171,788	47,338	15,313	174,756	20,069	367,688	19,560	184,408	242,058	1,242,982
2023					160,165	43,138	14,437	173,756	18,319	364,995	17,760	179,838	212,838	1,185,246
2024					147,685	15,300	13,582	172,656	6,900	348,551	6,120	175,000	211,338	1,097,112
2025					134,718		12,687	171,306		303,160		169,300	210,462	1,001,633
2026					121,165		11,813	170,182		222,270		164,181	209,588	899,199
2027					107,125		10,838	168,944		118,845		159,325	208,538	773,515
2028					92,603		10,281	167,482		32,760		153,825	207,338	683,989
2029					77,196			162,082				147,775	206,138	593,191
2030					61,298			158,456				142,525	141,337	501,618
2031					44,700			150,080				136,900	74,587	406,267
2032					27,300			143,456				131,119		301,875
2033					9,200			72,844				124,707		208,751
2034												118,463		118,463
TOTALS	\$256,560	\$10,876	\$8,093	\$95,365	\$2,398,534	\$496,331	\$195,356	2,950,920	\$188,313	\$4,000,762	\$328,725	\$3,190,000	\$3,618,648	\$17,644,283

CURRENT LIST OF EASEMENTS

Cheltenham Township Sewer Easement Schedule

	File No.	Recorded at Book & Page No.	Document Description	Date	Parcel Street No.	Parcel Location
1	1042		Petition to Vacate Road (Maple Avenue) - excepting right to maintain sanitary sewer	03/15/54		Along tacony creek just east of intersection of Harrison and Mill
2	1055	Bk 2660 P 343	Agreement between Springfield and Cheltenham to accept each other's sewage for Laverock Tract area	02/29/56		Laverock area
3	1093	Bk 3505 p 158	Permanent Sewer Easement	03/27/68		Custis Road
4	1127		Permanent Sewer Easement	09/22/48		Church Road near Limekiln Intersection
5	1125	Bk 3541 P 395	Sewer Easement	11/21/67		Cheltenham Shopping Center/Mall
6	1126	Bk 3541 P 382	Sewer Easement	11/21/67		Cheltenham Shopping Center/Mall
7	1138	Bk 3548 P 232	Sewer Easement	03/22/69	540	Shoemaker Road
8	1139	Bk 3548 P 226	Sewer Easement	02/03/69	542	Shoemaker Road
9	1140	Bk 3548 P 213	Sewer Easement	03/24/69	548	Shoemaker Rd
10	1141	Bk 3548 P 220	Sewer Easement	03/24/69	538	Shoemaker Rd
11	1142	Bk 3548 P 238	Sewer Easement	03/02/69	544	Shoemaker Rd
12	1143	Bk 3550 P 527	Sewer Easement	04/14/69	150	S. Easton Rd (in the vicinity)
13	1145	Bk 3551 P 169	Sewer Easement	04/15/69	7600	New 2nd St (in the vicinity)
14	1149	Bk 3556 P 217	Sewer Easement	01/21/69		Cedarbrook Shopping Center
15	1155	Bk 3572 P 400	Sewer Easement	08/18/69	244	Harrison Ave
16	1156	Bk 3572 P 396	Sewer Easement	08/18/69	245	Harrison Ave
17	1157	Bk 3572 P 405	Sewer Easement	06/04/69	248	Harrison Ave
18	1158	Bk 3572 P 420	Sewer Easement	09/05/69	246	Harrison Ave
19	1159	Bk 3572 P 410	Sewer Easement	06/16/69	250	Harrison Ave
20	1160	Bk 3572 P 415	Sewer Easement	08/18/69	252	Harrison Ave
21	1161	Bk 3572 P 443	Sewer Easement	08/23/69	211	Harrison Ave
22	1162	Bk 3572 P 448	Sewer Easement	08/23/69	213	Harrison Ave
23	1163	Bk 3572 P 454	Sewer Easement	08/25/69	1110	W. Church Rd.
24	1166	Bk 3575 P 573	Sewer Easement	11/24/69	217	Harrison Ave
25	1167	Bk 3575 P 556	Sewer Easement	08/23/69	215	Harrison Ave
26	1187	Bk 3596 P 215	Sewer Easement	05/26/70	104	Beecher Ave (in the vicinity)
27	1189	Bk 3604 P 317	Sewer Easement	07/14/70		Elkins Park Free Library (in the vicinity)
28	1197	Bk 3657 P 540	Sewer Easement	03/29/71	329	Gribbell Road (in the vicinity)
29	1198	Bk 3657 P 550	Sewer Easement	03/24/71	329	Gribbell Road (in the vicinity)
30	3024		Sewer Easement	09/09/52	240	S. Easton Rd (in the vicinity)
31	3025		Sewer Easement	10/31/28	8364	Glen Rd (in the vicinity)
32	3027		Sewer Easement	10/21/29		Prevost Ave & Electric Ave?? Even exist in the Twp?
33	3029		Sewer Easement	06/06/35	1325	Willow Ave (in the vicinity)
34	3030		Sewer Easement	07/08/50	328	Brookdale Ave (in the vicinity)
35	3031	Bk 1095 P 545	Sewer Easement	12/20/29		Unopened Road?
36	3032		Sewer Easement	06/04/28	7298	Oak Ave (in the vicinity??)
37	3033	Bk 1073 P 56	Sewer Easement	06/04/28		Oak Ave between Central Ave and City Line? Along rear yard?
38	3034		Sewer Easement	06/18/35	1498	Beech Ave (in the vicinity)
39	3036	Bk 1171 P 363	Sewer Easement	10/10/33	1404	Juniper (in the vicinity)
40	3037	Bk 1039 P 497	Sewer Easement	11/01/33	182	Lismore Avenue
41	3038	Bk 2191 P 516	Sewer Easement	06/28/51	128	E. Laurel Ave (in the vicinity??)
42	3039	Bk 1164 P 169	Sewer Easement	04/14/33	116	Glenside Ave (in the vicinity)
43	3040	Bk 1065 P 298	Sewer Easement	11/05/28	505	W. Cheltenham Ave (in the vicinity)
44	3043	Bk 1064 P 444	Sewer Easement	10/31/28	8363	Fisher Rd (in the vicinity)
45	3046		Sewer Construction - permission needed for entry for maintenance	09/10/28		Cadwalader Ave
46	3047	Bk 1120 P 256	Sewer Easement	12/31/30		Ashbourne and Mill Rd Intersection
47	3048		Sewer Easement	10/21/29		Prevost Ave?
48	3049		Sewer Easement	10/21/29		Prevost Ave?
49	3054	Bk 2043 P 484	Dedication of Sewer	12/01/49		In Twp ROW
50	3056	Bk 2116 P 23	Sewer Easement	08/18/50	8003	Hammond Rd (in the vicinity)
51	3059	Bk 1824 P. 244	Sewer Easement	02/18/47		Stonehouse Development (Stonehouse LN?)
52	3070		Sewer Easement	08/22/56		Fort Washington RR Property
53	3072	Bk 2757 P. 183	Sewer Easement	10/15/56		Somewhere along/near church road (probably around intersection of Jenkintown and Hammond)
54	3073	Bk 2757 P 163	Sewer Easement	12/10/56		Somewhere along jenkintown road (probably around intersection of Jenkintown and Hammond)
55	3074	Bk 2757 P 159	Sewer Easement	11/30/56		Somewhere along Beryl Rd (probably around intersection of Jenkintown and Hammond)
56	3075	Bk 2757 P 179	Sewer Easement	11/19/56		Somewhere along Tookany Pkwy in vicinity of Beryl Rd

Cheltenham Township Sewer Easement Schedule

57	3076	Bk 2757 P 150	Sewer Easement	10/10/56	Somewhere along Tookany Pkwy in vicinity of Beryl Rd
58	3077	Bk 2757 P 155	Sewer Easement	11/21/56	Somewhere along Beryl Rd
59	3079	Bk 2757 P 171	Sewer Easement	12/07/56	Conwell Rd and Hillcrest Rd Intersection (In the vicinity)
60	3080	Bk 2757 P 175	Sewer Easement	12/12/56	Hillicrest and Cheltenham Avenue Intersection (in the vicinity)
61	3081	Bk 2758 P 562	Sewer Easement	08/14/56	Arcadia Property (formerly Beaver College)
62	3083	Bk 2757 P 187	Sewer Easement	10/22/56	Railroad Property? (In the vicinity)
63	3084	Bk 2717 P 288	Sewer Easement	09/04/56	Waverly and Railroad Property? (in the vicinity)
64	3084	Bk 2771 P 21	Sewer Easement	02/26/57	Church and Waverly Intersection
65	3084	Bk 2771 P 25	Sewer Easement	02/26/57	Waverly (in the vicinity)
66	3095	Bk 3338 P 399	Sewer Easement	04/03/64	Ricewynn Rd
67	3096	Bk 3240 P 241	Sewer Easement	04/24/62	Chandler Road and Cheltenham Ave (In the vicinity)
68	3097	Bk 3240 P 246	Sewer Easement	04/24/62	Chandler Road and Cheltenham Ave (In the vicinity)
69	3098	Bk 3240 P 266	Sewer Easement	02/23/62	Chandler Road and Cheltenham Ave (In the vicinity)
70	3099	Bk 3240 P 232	Sewer Easement	03/10/62	Chandler Road and Cheltenham Ave (In the vicinity)
71	3100	Bk 3240 P 257	Sewer Easement	04/10/62	Chandler Road and Cheltenham Ave (In the vicinity)
72	3101	Bk 3240 P 247	Sewer Easement	03/07/62	Chandler Road and Cheltenham Ave (In the vicinity)
73	3103	Bk 3415 P 304	Sewer Easement	07/08/64	Willow Grove Ave and Newbold Ln (in the vicinity)
	3104	Bk 3411 P 591	Sewer Construction Agreement	01/04/66	Jenkintown and Church Road (In the vicinity) (Allows landowner to connect to sewer and directs landowner to obtain sewer easement from neighboring landowner)
74					
75	3105	Bk 3240 P 256	Sewer Easement	02/08/62	
76	3110	Bk 3445 P 162	Sewer Easement	09/20/66	Ashbourne Road and Jenkintown Road (in the vicinity)
77	3111	Bk 3490 P 175	Sewer Easement	05/12/67	Ashbourne and Washington Ln (in the vicinity)
78	3113	Bk 3490 P 168	Private Sewer Agreement	05/12/67	Collins grants Calvary Church ROW to construct lateral on Collins Property
79	3114	Bk 3496 P 1071	Sewer Easement	10/26/67	624 Bridle Rd - along rear property line 500-636
80	3115	Bk 3496 P 1104	Sewer Easement	10/30/67	520 Bridle Rd - along rear property line 500-636
81	3116	Bk 3496 P 1096	Sewer Easement	10/30/67	516 Bridle Rd - along rear property line 500-636
82	3117	Bk 3496 P 1088	Sewer Easement	11/04/67	500 Bridle Rd - along rear property line 500-636
83	3118	Bk 3496 P 1080	Sewer Easement	11/03/67	508 Bridle Rd - along rear property line 500-636
84	3119	Bk 3496 P 1062	Sewer Easement	10/26/67	544 Bridle Rd - along rear property line 500-636
85	3120	Bk 3496 P 99	Sewer Easement	11/18/67	612 Bridle Rd - along rear property line 500-636
86	3121	Bk 3496 P 107	Sewer Easement	11/20/67	628 Bridle Rd - along rear property line 500-636
87	3122	Bk 3496 P 115	Sewer Easement	11/22/67	636 Bridle Rd - along rear property line 500-636
88	3123	Bk 3496 P 123	Sewer Easement	11/07/67	528 Bridle Rd - along rear property line 500-636
89	3124	Bk 3496 P 131	Sewer Easement	11/16/67	548 Bridle Rd - along rear property line 500-636
90	3125	Bk 3496 P 139	Sewer Easement	11/10/67	540 Bridle Rd - along rear property line 500-636
91	3126	Bk 3496 P 147	Sewer Easement	11/14/67	608 Bridle Rd - along rear property line 500-636
92	3127	Bk 3496 P 1054	Sewer Easement	11/16/67	616 Bridle Rd - along rear property line 500-636
93	3132	Bk 3597 P 392	Sewer Easement	06/03/70	Ashbourne and Washington Ln (in the vicinity)
94	3136	Bk 3608 P 148	Sewer Easement	08/13/70	Church and Stahr Rd (in the vicinity)
95	3137	Bk 3608 P 154	Sewer Easement	06/29/70	Church and High School Rd (In the vicinity)
96	3140	Bk 3638 P 474	Sewer Easement	12/29/70	Rices Mill Rd in vicinity of Gribble Rd and Waverly Rd
97	3141	Bk 3638 P 496	Sewer Easement	12/28/70	Rices Mill Rd in vicinity of Gribble Rd and Waverly Rd
98	3142	Bk 3638 P 535	Sewer Easement	12/30/70	Waverly Rd and Rices Mill Rd
99	3143	Bk 3638 P 540	Sewer Easement	12/28/70	Waverly Rd and Rices Mill Rd
100	3144	Bk 3638 P 529	Sewer Easement	12/30/70	Waverly Rd and Rices Mill Rd
101	4145	Bk 3638 P 486	Sewer Easement	12/29/70	Waverly Rd and Rices Mill Rd
102	4146	Bk 3638 P 514	Sewer Easement	12/29/70	Waverly Rd and Rices Mill Rd
103	4147	Bk 3638 P 480	Sewer Easement	12/30/70	Royal Avenue and Rices Mill Rd
104	4148	Bk 3638 P 496	Sewer Easement	12/30/70	Waverly Rd and Rices Mill Rd
105	4149	Bk 3638 P 491	Sewer Easement	12/14/70	Royal Avenue and Rices Mill Rd
106	4150	Bk 3638 P 502	Sewer Easement	12/29/70	Waverly Rd and Rices Mill Rd
107	4951	Bk 3638 P 508	Sewer Easement	12/30/70	Waverly Rd and Rices Mill Rd
108	4952	Bk 3638 P 546	Sewer Easement	12/24/70	Waverly Rd and Rices Mill Rd
109	4954	Bk 3638 P 523	Sewer Easement	12/29/70	Waverly Rd and Rices Mill Rd
110	6215	Bk 2006 P 367	Sewer Easement	6/ /1949	Lynnewood Gardens (there are several 6215 files)
111	6402	Bk 2902 P 188	Sewer Easement	06/10/58	Limekiln and Ogontz (in the vicinity)
112	6409	Bk 2889 P 379	Sewer Easement	06/10/58	Limekiln and Ogontz (in the vicinity)
113	6424	Bk 3026 P 326	Sewer Easement	12/08/59	JC Melrose CC
114	6444	Bk 3116 P 281	Sewer Easement	11/16/60	Church Road and Beryl Rd (In the vicinity)
115	6446	Bk 3116 P 297	Sewer Easement	11/15/60	Church Road and Beryl Rd (In the vicinity)
116	6450	Bk 3134 P 285	Sewer Easement	12/06/60	Church Road and Beryl Rd (In the vicinity)
117	6451	Bk 3138 P 106	Sewer Easement	01/10/61	Church Road and Beryl Rd (In the vicinity)
118	6452	Bk 3138 P 110	Sewer Easement	01/10/61	Church Road and Beryl Rd (In the vicinity)

Cheltenham Township Sewer Easement Schedule

119	6455	Bk 3135 P 258	Sewer Easement	12/02/60		Church Road and Beryl Rd (in the vicinity)
120	6457	Bk 3144 P 399	Sewer Easement	01/23/61		Church Road and Beryl Rd (in the vicinity)
121	6460	Bk 3180 P 528	Sewer Easement	02/20/61		Fawn Drive and Deerrun Rd (in the vicinity)
122	6463	Bk 3159 P 392	Sewer Easement	04/22/61		Limekiln and Church (in the vicinity)
123	6465	Bk 3204 P 510	Sewer Easement	09/05/61		Ashbourne and Waltham (in the vicinity)
124	6508	Bk 3423 P 581	Sewer Easement	03/28/66		Crescent Rd and Deaver Rd (in the vicinity)
125	6511	Bk 3422 P 589	Sewer Easement	03/18/66		Hopeland Rd
126	6518	Bk 3421 P 251	Sewer Easement	03/01/66		Church Rd and Township Line Rd
127	6529	Bk 3227 P 444	Sewer Easement	11/10/61		Church Rd and Laverock Rd
128	6533	Bk 3422 P 191	Sewer Easement	02/15/66		Church and Township Line
129	6545	Bk 3460 P 245	Sewer Easement	02/21/67		Pennhill Rd and Church Rd
130	6548	Bk 3445 P 178	Sewer Easement	09/20/66		Springhouse Lane and Easton Rd
131	6563	Bk 3543 P 267	Sewer Easement	01/21/69		Serpentine Lane and Pardee Lane
132	6564	Bk 3543 P 262	Sewer Easement	01/21/69		Serpentine Lane and Pardee Lane
133	6576	Bk 3564 P 71	Sewer Easement	06/19/69		Cheltenham Ave and Easton Rd
134	6579	Bk 3578 P 485	Sewer Easement	09/16/69		Easton Rd and Springhouse Ln
135	6587	Bk 3722 P 491	Sewer Easement	12/20/71		Ashbourne Rd and Lafayette Ave
136	6602	Bk 3817 P 222	Sewer Easement	01/03/73		Marvin Rd, Lot #2
137	6605	Bk 3824 P 308	Sewer Easement	01/31/73	437	Crescent Rd
138	6606	Bk 3824 P 314	Sewer Easement	01/31/73		Crescent Rd
139	6607	Bk 3824 P 298	Sewer Easement	01/31/73		Crescent Rd #2 Wyncote
140	6615	Bk 3833 P 245	Sewer Easement	03/08/73	414	E. Waverly Rd
141	6616	Bk 3833 P 256	Sewer Easement	03/08/73	223	Rices Mill Road
142	6617	Bk 3832 P 289	Sewer Easement	03/05/73		Crescent Road
143	6618	Bk 3832 P 294	Sewer Easement	03/05/73		Crescent Road & Hemlock Lane
144	6620	Bk 3834 P 200	Sewer Easement	03/13/73		Hemlock Lane
145	6621	Bk 3834 P 209	Sewer Easement	03/13/73	415	Crescent Rd
146	6623	Bk 3854 P 262	Sewer Easement	05/31/73		Church Road, West of Serpentine & Rock Lane
147	6627	Bk 3868 P 211	Sewer Easement	07/12/73		Crescent Rd, NW side of Deaver Rd NE side of Lot # 1
148	6628	Bk 3868 P 211	Sewer Easement	07/12/73		Crescent Rd, NW side of Deaver Rd NE side of Lot #2
149	6654	Bk 4015 P 131	Sewer Easement	04/01/75		Jenkintown Rd (in the vicinity)
150	6659	Bk 4053 P 234	Sewer Easement	04/30/75		Accomac Road and Church Road
151	6682	Bk 2751 p 511	Sewer Easement	01/08/57		Ashbourne Rd and Jenkintown Rd
152	6682	Bk 2751 p 511	Sewer Easement	01/08/57		Oak Hill Dr and Rolling Green Road
153	6699	Bk 4336 P 284	Sewer Easement	08/29/78		Oak Lane Rd and Ashbourne Rd (in the vicinity)
154	6700	Bk 4336 P 289	Permanent Sewer Easement	08/29/78		Oak Lane Rd and Ashbourne Rd (in the vicinity)
155	6705		Permanent Sewer Easement	05/10/79		Mt. Carmel Ave (100 West) Wilson Ave
156	6725	Bk 4546 P 97	Permanent Sewer Easement	05/27/80	8024	Jenkintown Rd
157	6728	Bk 4550 P 577	Permanent Sewer Easement	08/11/80		Franklin and Myrtle Ave
158	6840	Bk 4976 P 1843	Permanent Sewer Easement	04/19/91	8370	Glen Road
159	6841	Bk 4976 P 152	Permanent Sewer Easement	05/07/91	725	Paxson Ave
160	6918	Bk 5250 P 0131	Sewer Easement	11/24/98	786	Church Road*
161	6919		Sewer Easement	11/24/98	781	Rock Lane
162	6919		Sewer Easement	11/24/98	777	Rock Lane
163	6919		Sewer Easement	11/24/98	775	Rock Lane
164	6919	31-00-06775-00-7	Sewer Easement	11/24/98	786	31-00-06775-00-7
165	6919		Sewer Easement	11/24/98	780	Church Road
166	7003	Bk 4938 P 85	Permanent Sewer Easement	01/12/90	207	Brookdale Ave
167	7003	Bk 4938 P 140	Sewer Easement	01/12/90	343	Hewett Rd
168	7003	Bk 4938 P 50	Permanent Sewer Easement	01/12/90	230	Brookdale Ave
169	7003	Bk 4938 P 115	Permanent Sewer Easement	01/12/90	105	S. Keswick Ave
170	7003	Bk 4938 P 94	Permanent Sewer Easement	01/12/90	226	Brookdale Ave
171	7003	Bk 4938 P 66	Permanent Sewer Easement	01/12/90	202	Glenside Ave
172	7003	Bk 4938 P 73	Permanent Sewer Easement	01/12/90	218	Brookdale Ave
173	7003	Bk 4938 P 101	Permanent Sewer Easement	01/12/90	205	Brookdale Ave
174	7003	Bk 4938 P 37	Permanent Sewer Easement	01/12/90	208	E. Glenside Ave
175	7003	Bk 4938 P 131	Permanent Sewer Easement	01/12/90	201	E. Glenside Ave
176	7032	Bk 5796 P 2243	Sewer Easement	03/30/11	509	Ashbourne Road
177		Bk 6073 P 317	Sewer Easement	02/07/17	572	General Patterson Drive
178		Bk 5807 P 2167	Sewer Easement	07/18/11	8227	Aspen Way
179		Bk 5807 P 2160	Sewer Easement	06/30/11		Aspen Way
180		Bk 3583 P 287	Development Agreement	12/26/69	1235	Ashbourne Rd
181		Bk 3964 P 90	Easement Agreement	07/03/74		Tookany Creek Parkway and New Second St
182		Bk 4972 P 40	Easement Agreement	03/26/90		Ashbourne Rd and New Second St

Cheltenham Township Sewer Easement Schedule

183		Bk 5930 P 1160	Easement Agreement	08/26/14	1100	Ashbourne Rd
184	3011		Construction, Maintenance and Easement Agreem	03/03/26		Along railroad right of way near Jenkintown Station
185	3012		Construction, Maintenance and Easement Agreem	06/14/29		Along railroad right of way near Elkins Park Station
186	3013		Construction, Maintenance and Easement Agreem	11/02/26		Along railroad right of way near Lynwood Avenue and Huber St. near Glenside Station
187	3014		Construction, Maintenance and Easement Agreem	04/17/28		
188	3045		Sewer Easement	09/24/41		Melrose C.C. Washington Lane (Lot 12 Dixon Estate)
189	3062		Release in Perpetuity from any and all liability arising out of the installation of sewers on the property	12/31/52		
190	3091	Bk 2774 P 228	Bill of Sale & Sewer Easement	03/22/57		Evans Lane and Chuch Rd
191	3093	Bk 3356 P 61	Sewer Easement	06/09/67		Jenkintown Rd and Church Rd
192	6411	Bk 3031 P 460	Deed to correct legal description re below.	10/20/59		Easton Rd and Springhouse lane
193	6411	Bk 2925 P 586	Stormwater drainage ROW (easement)	10/21/58		Easton Rd and Springhouse lane
194	6437		Sewer Easement/License	06/16/60		Along railroad right of way near Elkins Park Station
195	6510	Bk 3422 P 594	Sewer Easement	03/25/66		Hopeland Rd
196	6635	Bk 3934 P 444	Assignment of Sewer Easements from Co. to Twp	04/01/74		Assignment of Easements in Bk 80 P 429, and Bk 600 P 500
197	6640	Bk 3964 P 90	Sewer Easement	07/03/74		Tookany Creek Parkway Along railroad ROW near Glenside station
198	6668		Agreement for construction and maintenance of sanitary sewer pipe by Twp	01/26/76		
199	6755	Bk 4687 P 1938	Sewer Easement	06/14/82		Mill Rd & Melrose Ave
200	6756	Bk 4690 P 397	Reciprocal sewer easements	07/02/82		31-00-07924-50-5 (Curtis Park Drive)
201	6758	Bk 4696 P 427	Sewer Easement	11/04/82		31-00-26584-00-7 (Township Line & Foxcroft)
202	6773	Bk 4718 P 1579	Sewer Easement	02/05/83		31-00-90010-00-4
203	6796	Bk 4784 P 1444	Sewer Easement - Correcting 6758	10/17/85		31-00-26584-00-7 (Township Line & Foxcroft)
204	6799	Bk 4791 P 30	Sewer Easement	01/06/86		(31-00-18643-00-1, et seq.) Meetinghouse Rd & Township Line Rd.
205	6827	Bk 4926 P 519	Sewer Easement	01/25/89		31-00-08127-20-3
206		Misc. Bk 80 P 429	Sewer Easement	01/15/09		Roberts/Dumont Glenside Area. See Plan - Bk 600, P 500
207	6839	Bk 4976 P 1847	Sewer Easement	04/19/91		31-00-11245-00-1
208		Bk 5728 P 580	Sewer Easement	04/22/09		31-00-07298-00-6
209		Bk 6020 P. 514	Sewer Easement	09/28/16		31-00-17347-13-6; 31-00-17347-15-4
210		Bk 6020 P. 499	Sewer Easement	09/28/16		31-00-17347-13-6; 31-00-17347-15-4
211		Bk 5718 P 1255	Sewer Easement	12/17/08		31-00-24820-00-7
212		Misc Bk 86 P 129	Permit	04/28/15		General Sewer Agreement
213		Misc Bk 107 P 475	Permit	12/19/24		Sewer Permit along Tacony Creek drainage
214		Misc BK 109 P 207	Permit	06/04/25		Sewer Permit along Tacony Creek drainage
215		Misc. Bk 119 P 458	Agreement	11/23/27		Sewer Agreement near Tacony Creek
216		Bk 1192 P 106	Deed	03/14/35		Sewer Line ain Penrose Avenue
217		Bk 1260 P186	Deed of Dedication	05/14/38		Deed of Dedication in Spring Avenue
218		Bk1269 P553	Deed of Dedication	11/23/38		Deed of Dedication for Sewers Royal Avenue
219		Bk 1755 P208	Deed	07/25/46		Sanitary Sewers in bed of Old York Road
220		BK 848 P 423	Deed	01/09/22		Deed for Sewers Bed of Easton Road
221		Bk 940 P 559	Right-of-Way	02/20/25		Right of Way for sewrs in Keswick Avenue
222		Bk952 P 261	Deed	06/11/25		Deed for Sewers in Brookdale Avenue & Mill Road
223		Bk476 p 261	Deed	06/29/01		Deed for Sewers near Park Avenue and Montgomery Avenue
224		Misc Bk 68 P 281	Agreement	11/20/08		Agreement for sewers (general from William B. Roberts
225		Misc Bk 69 P 60	Agreement	02/13/09		Agreement for Sewers along Browndale Avenue
226		Misc Bk 71 P 256	Agreement	11/10/09		Agreement for Sewers along Tyson Avenue & Others
227		Bk 714 P 251	Deed	05/05/14		Deeds for sewers along Glenside Avenue
228		Bk 747 P 75	Agreement	06/19/16		Agreement for Sewers Aong Waverl Road
229		Bk 1980 P 199	Easement	02/14/49		Storm Sewer Outlet in Cheltenham Avenue
230		Bk 1980 P 203	Easement	02/14/49		Storm Sewer Outlet in Cheltenham Avenue
231		Bk 1980 P 207	Easement	02/14/49		Storm Sewer Outlet in Cheltenham Avenue
232		Bk 1983 P 287	Agreement	03/03/49		Agreement for sewrs southerly side Cheltenham Avenue
233		Bk 2014 P 128	Deed of Dedication	07/29/49		Sanitary sewers in Barker Road
234		Bk 2019 P 347	Permit	09/07/49		Sewage Permit
235		Bk 2370 P 394	Deed of Dedication	05/13/53		Sanitary sewers in Plan of Oak Lane Manor
236		Bk 2370 P 406	Deed of Dedication	05/13/53		Sanitary sewers in Plan of Oak Lane Manor
237		Bk 2370 P 413	Deed of Dedication	05/13/53		Sanitary Sewers Oak Lane Road, Parkview Road and others
238		Bk 2374 P 349	Deed of Dedication	05/28/53		Sanitary Sewers in Juniper Avenue
239		Bk 2416 P 327	Deed of Dedication	10/22/53		Sanitary Sewers in Winding Way, Glenside Avenue & others
240		Bk 2418 P 440	Deed of Dedication	10/29/53		Sanitary Sewers in Widener Road, Glen Oak Road & others

Cheltenham Township Sewer Easement Schedule

241	Bk 2439 P 491	Deed of Dedication	01/21/54	Sanitary Sewers in New Second Street, tookany Creek Parkway
242	Bk 2439 P 506	Deed of Dedication	01/21/54	Sanitary Sewers Church Road
243	Bk 2443 P 232	Deed of Dedication	02/05/54	Sanitary Sewers in Ivy Lane, Chelthen Hills Drive & Others
244	Bk 2448 P 485	Permit	03/03/54	Sewage Permit
245	Bk 2493 P 166	Deed of Dedication	08/10/54	Sanitary Sewers Bok Road, Arboretum Road & Others
246	Bk 2495 P 345	Deed of Dedication	08/18/54	Sanitary Sewers Parkview Road Oak Lane Manor
247	Bk 2516 P 353	Right-of-Way	10/27/54	Sanitary Sewers right of way Pilgrim Evangelical Church
248	Bk 2528 P 237	Deed of Dedication	12/07/54	Sanitary Sewers Cheltenham Avenue, Oak Lane Shpooling Center
249	Bk 2528 P 243	Deed of Dedication	12/07/54	Sanitary Sewers Oak Lane Manor Boncouer Road & Others
250	Bk 2528 P 253	Deed of Dedication	12/07/54	Sanitary Sewers Oake Lane Manor Front Street & Others
251	Bk 2532 P 100	Deed of Dedication	12/17/54	Sanitary Sewers Hammond Road & Church Road
252	Bk 2550 P 594	Deed of Dedication	02/28/55	Sanitary Sewers Winding Way, Willow Grove Avenue & Others
253	Bk 2572 P 10	Deed	05/12/55	Sanitary Sewers Cheltenham Avenue & Washington Lane
254	Bk 2572 P 15	Deed	05/12/55	Sanitary Sewers Washington Lane
255	Bk 2613 P 11	Deed of Dedication	09/15/55	Sanitary Sewers Lorimer Road, Arboretum Road & Others
256	Bk 2617 P 156	Deed of Dedication	09/28/55	Sanitary Sewers Juniper Avenue, Sycamore Avenue & Others
257	Bk 2618 P 469	Deed of Dedication	10/03/55	Sanitary Sewers Newbold Lane, Willow Grove Avenue & Others
258	Bk 2668 P 396	Deed of Dedication	04/03/56	Sanitary Sewers Lycoming Avenue, Lenape Avenue & Others
259	Bk 2725 P 234	Agreement	10/03/56	Sanitary Sewers Township Line Road & Meetinghouse Road
260	Bk 2757 P 147	Agreement	01/21/57	Sanitary Sewers Lands of Murray N. Lewine
261	Bk 2757 P 168	Agreement	01/21/57	Sewage line lands of Louis M. Paul
262	Bk 2759 P 460	Deed of Dedication	01/31/57	Sanitary Sewers Waverly Road, Harrison Avenue & Others
263	Bk 2791 P 304	Deed of Dedication	06/05/57	Sanitary Sewers Serpentine Lane, Rodgers Road& Others
264	Bk 2812 P 538	Deed of Dedication	08/16/57	Sanitary Sewers Forest Hills Drive, Forest Avenue & Others
265	Bk2812 P 547	Deed of Dedication	08/16/57	Sanitary Sewers New Second Street, Kingstone Road & Others
266	Bk 2826 P 120	Deed of Dedication	10/04/57	Sanitary Sewers Newbold Lane, Willow Grove Avenue & Others
267	Bk 2846 P 298	Deed of Dedication	12/26/57	Sanitary Sewers Willow Grove Avenue, Froebel Road & Others
268	Bk 2858 P 46	Deed of Dedication	02/21/58	Sanitary Sewers Green Valley Road, Thornberry Road & Others
269	Bk 2858 P 73	Deed of Dedication	02/21/58	Sanitary Sewers Wister Drive, Thornberry Ropad & Others
270	Bk 2865 P 267	Deed of Dedication	03/31/58	Sanitary Sewers Old York Road
271	Bk 2889 P 368	Deed of Dedication	07/14/58	Sanitary Sewers Richards Road, Asbury Avenue & Others
272	Bk 2909 P 197	Permit	09/25/58	Sewage Permit
273	Bk 2913 P 83	Permit	10/06/58	Sewage Permit
274	Bk 2949 P 217	Right-of-Way	03/07/59	Sanitary Sewers Fairhill Avenue & Easton Road
275	Bk 2986 P 493	Deed of Dedication	07/30/59	Sanitary Sewers Rice's Mill Road
276	Bk 3004 P 508	Agreement	10/02/99	Agreement for Sanitary Sewers , General Tacony Creek
277	Bk 3005 P 458	Deed	10/06/59	Sanitary Sewers Glenwood Road near Woodlawn Avenue
278	Bk 3073 P 98	Deed	07/18/60	Sanitary Sewers & Road Bed Limekiln Pike & Old Mill Road
279	Bk 3107 P 294	Deed of Dedication	11/07/60	Sanitary Sewers & Road Bed Greenwood Avenue, Spruce Lane
280	Bk 3115 P 310	Deed of Dedication	11/07/60	Sanitary Sewers Church Road, Yew Road & Others
281	Bk 3115 P 300	Deed of Dedication	11/07/60	Sanitary Sewers Rices Mill Road
282	Bk 3116 P 285	Deed of Dedication	11/28/60	Sanitary Sewers Rices Mill Road
283	Bk 3125 P 275	Deed of Dedication	12/06/60	Sanitary Sewers Rices Mill Road
284	Bk 3141 P 314	Deed of Dedication	02/17/61	Sanitary Sewers Ellen Lane, Church Road & Others
285	Bk 3144 P 294	Deed of Dedication	03/01/61	Sanitary Sewers Glenwood Road, Lycoming Avenue & Others
286	Bk 3155 P 596	Deed of Dedication	04/28/61	Sanitary Sewers General Patterson Drive, Waverly Road & Others
287	Bk 3162 P 38	Agreement	05/08/61	Sanitary Sewers Waverty Road
288	Bk 3174 P 349	Deed of Dedication	06/22/61	Sanitary Sewers Cobden Road, Deerrun Road, & Others
289	Bk 3188 P 474	Deed of Dedication	07/31/61	Sanitary Sewers Waverly Road Limekiln Pike & Others
290	Bk 3204 P 197	Deed of Dedication	09/15/61	Sanitary Sewers Ashbourne Road
291	Bk 3226 P 362	Deed of Dedication	12/05/61	Sanitary Sewers Park Avenue
292	Bk 3235 P 107	Deed of Dedication	03/01/62	Sanitary Sewers Lands of Pilgrim Lutheran Church
293	Bk 3236 P 1045	Deed of Dedication	03/14/62	Sanitary Sewers Panther Road
294	Bk 3240 P 237	Deed	04/24/62	Sanitary Sewers Cheltenham Avenue
295	Bk 3261 P 230	Deed of Dedication	09/25/62	Sanitary Sewers Ashbourne Avenue, Oak Hill Drive & Others
296	Bk 3273 P 1163	Deed of Dedication	01/02/63	Sanitary Sewers Road Bed Parkview Road & Bell Road
297	Bk 3338 P 387	Deed of Dedication	07/27/64	Sanitary Sewers Ricewynn Road, Rices Mill Road & Others
298	Bk 3394 P 583	Agreement	09/01/65	Sanitary Sewers Township Line Road
299	Bk 3412 P 209	Right-of-Way	01/07/66	Sanitary Sewers near Church Road, Lands Donald Glassman
300	Bk 3413 P 406	Agreement	01/20/66	Sanitary Sewers near Willow Grove Avenue, along Lands of P.E.
301	Bk 3421 P 246	Agreement	04/01/66	Sanitary Sewers Township Line Road

Cheltenham Township Sewer Easement Schedule

302	Bk 3421 P 241	Agreement	04/01/66	Sanitary Sewers Township Line Road
303	Bk 3423 P 571	Agreement	04/22/66	Sanitary Sewers Hopeland Road
304	Bk 3354 P 1069	Deed of Dedication	06/08/66	Sanitary Sewers Waverly road, Morgan Lane & Others
305	Bk 3445 P 163	Agreement	09/27/66	Sanitary Sewers Ashbourne Road
306	Bk 3454 P 571	Deed of Dedication	12/29/66	Sanitary Sewers Rowland Avenue, Highland Road & Others
307	Bk 3356 P 61	Deed of Dedication	06/26/67	Sewer Disposal Trunk Jenkintown Road, Land of Legion Hime Cheltenham
308	Bk 3478 P 147	Agreement	07/31/67	Sanitary Sewers In Cedar Road
309	Bk 3478 P 153	Agreement	4/31/67	Sanitary Sewers 8314 Cedar Road
310	Bk 3481 P 502	Agreement	08/24/67	Sanitary Sewers 304 Township Line Road
311	Bk 3490 P 157	Agreement	10/31/67	Sanitary Sewers Green Lane & Washington Lane
312	Bk 3496 P 1071	Agreement	12/22/67	Sanitary Sewers Bridle Road
313	Bk 3596 P 481	Agreement	06/16/70	Sanitary Sewers Tookany Creek Road
314	Bk 3597 P 386	Agreement	06/22/70	Sanitary Sewers Ashbourne Road
315	Bk 3597 P 398	Agreement	06/22/70	Sanitary Sewers Ashbourne Road
316	Bk 3603 P 123	Agreement	08/04/70	Sanitary Sewers Ashbourne Road
317	Bk 3621 P 325	Deed of Dedication	10/26/70	Sanitary Sewers Lafayette Avenue
318	Bk 3638 P 469	Easement	01/18/71	Sanitary Sewers rear of Property on Waverly Road
319	Bk 3638 P 519	Agreement	01/18/71	Sanitary Sewers Hewett Road
320	Bk 3639 P 390	Notice to Condemnee	01/20/71	Sanitary Sewers Dec'l of Taking 71-737 Waverly Road
321	Bk 3711 P 197	Agreement	11/09/71	Sanitary Sewers Church & Waverly Road
322	Bk 3724 P 478	Agreement	01/07/72	Sanitary Sewers 2929 Cheltenham Avenue
323	Bk 3766 P 457	Agreement	07/06/72	Sanitary Sewers 2541 Gypsy Lane
324	Bk 3815 P 475	Agreement	12/26/72	Sanitary Sewers 1112 West Church Road
325	Bk 3822 P 155	Agreement	01/23/73	Sanitary Sewers Crescent Road
326	Bk3822 P 159	Agreement	01/23/73	Sanitary Sewers In Crescent Road
327	Bk 3824 P 304	Deed	01/31/73	Sanitary Sewers , Rices Mill Road, Crescent Road, Deaver Road & Hemlock Lane
328	Bk 3830 P 372	Agreement	02/26/73	Sanitary Sewers Crescent Road
329	Bk 3834 P 205	Agreement	03/13/73	Sanitary Sewers Crescent Road
330	Bk 3970 P 101	Agreement	08/21/74	Sanitary Sewers Old York Road, Forrest Avenue, Church Road,
331	Bk 3988 P 591	Agreement	11/13/74	Sanitary Sewers Agg for Deed book 848 page 423
332	Bk 4013 P 238	Agreement	03/24/75	Sanitary Sewers Laburnum Lane
333	Bk 4035 P 434	Agreement	06/26/75	Sanitary Sewers Washington Lane & Church Road
334	Bk 4122 P 281	Agreement	07/13/76	Sanitary Sewers Wistar Drive
335	Bk 4126 P 286	Agreement	07/27/76	Sanitary Sewers New Second Street
336	Bk 4139 P 133	Agreement	07/02/76	Sanitary Sewers Wistar Drive
337	Bk 4184 P 269	Agreement	03/08/77	Sanitary Sewers Ashbourne Road
338	Bk 4251 P 43	Agreement	10/25/77	Sanitary Sewers Spring Avenue
339	Bk 4303 P 510	Agreement	05/30/78	Sanitary Sewers Bent Road
340	Bk 4308 P 256	Agreement	06/12/78	Sanitary Sewers Harrlison Avenue
341	Bk 4315 P 590	Agreement	07/05/78	Sanitary Sewers Laurel Avenue and/or Jefferson Avenue
342	Bk 4318 P 579	Agreement	07/12/78	Sanitary Sewers Valley Road
343	Bk 4928 P 1539	Sewer Agreement	11/02/89	Sanitary Sewers 201 Croyden Road
344	Bk 4866 P 1255	Modification to Indenture	03/02/88	Modify Sewer Agreement (DB 4701/30) Nestinghouse
345	Bk 4759 P 1458	Deed	02/12/85	Sanitary Sewer Pipe 100 Laurel Lane
346	Bk 4731 P 1430	Deed	03/14/84	Sanitary Sewers 8032 Jenkintown Road
347	Bk 4726 P 949	Deed	12/28/83	Sanitary Sewer Pipe Jenkintown Road
348	Bk 4664 P 858	Agreement	10/22/81	Sanitary Sewer Lindley Road
349	Bk 4652 P 380	Agreement	08/12/81	Sanitary Sewer Green Lane & Washington Lane
350	Bk 4972 P 1173	Deed of Dedication	04/02/91	Sanitary Sewer Laterals Ashbourne Road
351	Bk 5695 P 295	Declaration of Easements	06/05/08	General Easements/Sanitary Sewer Limekiin Pike
352	Bk 5697 P 620	Declaration of Easements	06/23/08	Re-Record of Deed Book 5695
353	Bk 6042 P 1601	Sewage Facilities Operation & Maint Agreement	05/01/17	Sewage Facilities Operation Agreement Cheltenham Avenue
354	Bk 5971 P 2248	Deed of Easement	09/25/15	Sewer Line Agreement 204 Tookany Creek Parkway
355	Bk 5956 P 1083	Deed of Easement	06/03/15	Sewer Line Agreement 46 Carter Lane
356	Bk 5950 P 599	Deed of Easement	04/15/15	Sewer Line Agreement 40 Carter Lane
357	Bk 5791 P 2830	Temporary License and Right-of Way Agreement	01/28/11	Sanitary Sewer 218 E. Church Road
358	Bk 5785 P 2296	Temporary License and Right-of Way Agreement	11/19/10	Sanitary Sewer 224E. Church Road
359	Bk 5602 P 2542	Agreement	06/02/06	Sanitary Sewer Easement 7760 Green Valley Road
360	Bk 5570 P 2209	Declaration of Covenants	09/13/05	Dec'l General Easements Sanitary Sewer 8117 York Road

CERTIFICATE OF SERVICE

I hereby certify that I have this 21st day of March, 2019, served a true and correct copy of the foregoing letter and additional information, upon the persons and in the manner set forth below:

HAND DELIVERY

Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Harrisburg, PA 17105-3265

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

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

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Post Office Box 3265
Harrisburg, PA 17105-3265



Thomas T. Niesen
PA Attorney ID No. 31379

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