

March 21, 2022

Via Electronic Filing

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

In re: Docket No. A-2022-
Application of Aqua Pennsylvania, Inc. - Mount Joy Township

Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania, Inc. and are submitting, via electronic filing with this letter, its Application for approval of the right to provide water service in an additional portion of Mount Joy Township, Adams County. Our check in the amount of \$350.00 in payment of the filing fee is being sent to you by overnight delivery.

Please enter my appearance for Aqua Pennsylvania, Inc. and contact me if you need anything further.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

cc: Certificate of Service
Frances P. Orth, Esq. (via email, w/encl.)
David C. McIntyre (via email, w/encl.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In re: Application of Aqua Pennsylvania, Inc. :
for approval to begin to offer, render, :
furnish and supply water service to the public in an : Application Docket
additional portion of Mount Joy Township, Adams :
County, Pennsylvania :**

To the Pennsylvania Public Utility Commission (“Commission”):

1. The name and address of Applicant are:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

(Hereinafter referred to as “Aqua” or “Applicant”).

2. The name, address and contact information of Applicant's attorney are:

Thomas T. Niesen, Esq.
Thomas, Niesen and Thomas, LLC
212 Locust Street, Suite 302
Harrisburg, PA 17101
(717) 255-7600
tniesen@tntlawfirm.com

3. Aqua is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. Currently, Aqua furnishes service to over 443,000 customer accounts in Pennsylvania (representing a population of approximately 1.42 million people), as reflected in documents already on file with the Commission. Aqua’s existing service territory covers various Counties throughout Pennsylvania, including parts of Mount Joy Township in Adams County.

4. By this Application, Aqua seeks Commission approval to provide water service to

additional territory in Mount Joy Township, Adams County, Pennsylvania ("Requested Territory"). The Requested Territory is shown on the map attached hereto as Attachment A. The description of the Requested Territory is attached hereto as Attachment B.

5. There is a need for public water service in the Requested Territory. In particular, The Links of Gettysburg Land Company ("Builder") has requested Aqua to provide public water service for a new area of the Links of Gettysburg development that will be a mixed residential & commercial development called Wade Run Community (the "Development"). The Development will be composed of ninety-nine (99) residential units and a thirty-five (35) room hotel that includes an event facility that is located along Taneytown Road (S.R. 0134) and contiguous to Aqua's existing service territory, The Links at Gettysburg ("The Links") in Mount Joy Township, Adams County, Pennsylvania. The existing territory for The Links was approved under docket numbers A-210104F0044 and A-210104F0072. The letter from The Links of Gettysburg Land Company requesting service to the Development is attached hereto as Attachment C. Mount Joy Township has reviewed the proposed Development and has provided their letter supporting this Requested Territory which is attached hereto as Attachment D. The Adams County Planning Commission has reviewed the Development and provided their letter of review which is attached hereto as Attachment E.

6. Following approval of this Application for the Requested Territory, the Builder will enter into a Builder's Extension Agreement to fund and install approximately 5,186 feet of 8-inch DIP main, 500 feet of 6-inch DIP main, 454 feet of 4-inch DIP main, 1,593 feet of 2-inch HDPE main, 6 fire hydrants, 99 one-inch domestic service connections and one 2-inch commercial service connection (the "Extension Project"). A plan showing the proposed main extension is attached hereto as Attachment F. A copy of Aqua's standard Builder's Extension

Agreement is attached hereto as Attachment G.

7. The preliminary estimated cost of the Extension Project, as estimated by the Builder, is \$1,130,000.00. Wastewater service will be provided by Aqua Pennsylvania Wastewater, Inc. and a separate Application for Requested Territory has been simultaneously filed by Aqua Pennsylvania Wastewater, Inc. for that project. The Extension Project will commence construction shortly after approval of this Application by the Commission.

8. Aqua will install a 5/8-inch meter for each residential property and a 2-inch meter for the Hotel / Event property. Aqua Pennsylvania will do a journal entry for these meter installations as Debit to Plant / meters, Credit to Cash. Except for the meter installation costs, Aqua does not have to obtain financing to serve the Development since all costs will be borne by the Builder.

9. The six fire hydrants will be billed to the Builder and / or Homeowner Association at the tariff rate of \$46 per fire hydrant per month.

10. The Development will be operated by Aqua's Roaring Creek Division and is in Aqua's Links at Gettysburg system, PWSID Number 7010057. There are two well facilities, Wells 1 and 2, that are run on alternate days that will supply to the Development.

Well 1:

Permitted Productive Capacity: 113,760 gpd (3,412,800 gallons per month)

Design Capacity: 113,760 gpd

Well 2:

Permitted Productive Capacity: 113,760 gpd (3,412,800 gallons per month)

Design Capacity: 113,760 gpd

Combined Well Demand:

Permitted Productive Capacity: 227,520 gpd

2020 Average Day Demand: 25,010 gpd

2020 Maximum Day Demand: 48,051 gpd

In addition to the wells there is a 300,000-gallon elevated tank in the Links to supply water during peak demands.

11. The estimated average daily demand in the Development, upon full buildout, is 12,375 gpd for the 99 new residential homes and 5,500 gpd for the hotel / event center. Total combined average demand for the Development at full buildout is 17,875 gpd.

12. In addition to the daily Development demands, there are 73 fully approved residential lots remaining within the active development areas of the Links. These lots, when constructed and occupied, are projected to generate an average total of 9,125 gpd. There are also two remaining developable areas proposed in the Links and within the existing service territory. These areas do not have final plan approval from the Township and therefore are not under development. The areas are identified as "Calvary Chase" which will have 26 proposed residential units and "Powder Creek" which will have 53 proposed residential units. Once approved and fully constructed Calvary Chase and Powder Creek will generate an average total of 9,875 gpd.

13. The total average daily demand in the Links (existing and proposed) and within the Requested Territory at full buildout is estimated to be 61,885 gpd.

14. There are no permits required to complete the Extension Project.

15. The rates to be charged for water service in the Requested Territory shall be the same rates in effect from time to time for Aqua's Main Division. Based on a 5/8" meter and an average of 3,750 gallons per month, Aqua estimates it will receive monthly revenue of \$61.36 for each new home in the Development or \$736.34 total / unit for the year and \$72,898.06 / year total for all 99 lots. Based on a 2" meter and an average of 165,000 gallons per month for the Hotel / Event Center, the additional meter revenue Aqua estimates it will receive for this property is \$1,872.84 per month or \$22,474.03 per year. The six proposed private fire hydrants will be billed

\$552 each per year or \$3,312.00 / year total. Within the Requested Territory this amounts to an estimated total annual revenue of \$98,684.09 for the 99 new homes, the Hotel / Event Center and 6 private fire hydrants upon full buildout.

16. The breakdown of the metered revenues is calculated in the following manner:

Residential Class Customers – 3,750 Gallons Per Month / Unit

Monthly Customer Charge: \$18.00

Consumption Charge up to 2,000 gallons (\$10.649 / 1,000 gal): \$21.30

Consumption Charge remaining 1,750 gallons (\$12.608 / 1,000 gal): \$22.06

Total Monthly Bill / Home: \$61.36

Total Annual Bill / Home: \$736.34

Annual Revenue for 99 new homes: \$72,898.06

Hotel / Event Center – 165,000 Gallons Per Month

Monthly Customer Charge: \$368.00

Consumption Charge up to 10,000 gallons (\$11.90 / 1,000 gal): \$119.00

Consumption Charge next 23,300 gallons (\$10.46 / 1,000 gal): \$243.60

Consumption Charge next 333,300 gallons (\$8.6732 / 1,000 gal): \$1,142.23

Consumption Charge over 333,300 gallons (\$7.94 / 1,000 gal): \$0.00

Total Monthly Bill: \$1,872.84

Total Annual Bill: \$22,274.03

17. The incremental additional Operations and Maintenance (“O & M”) expenses that Aqua will incur related to the Development are estimated to be \$56,158.00 per year upon full buildout (\$561.58 / customer / year). Aqua’s O & M, as reported in its consolidated 2021 Income Statement, was \$276,856,768.70 and Aqua’s total combined water and waste customer count was 493,000.

18. No other corporation, partnership, or individual is now furnishing or has, to the best of Applicant's knowledge, corporate or franchise rights to furnish service similar to that proposed

by Applicant in the Requested Territory. No competitive condition will be created by the approval of this Application, as proposed by Aqua.

19. The Applicant incorporates into this Application other information on file with the Commission which establishes the fact that Aqua is qualified to provide adequate public water service. The financial position of Aqua is outlined on the financial statements which are attached hereto as Attachment H. Aqua will supplement this Application with all additional information the Commission may require.

20. Approval of this Application is necessary and proper because there is a need for public water service in the Requested Territory which is contiguous to Aqua's existing territory, and the Applicant is fit to provide that service.

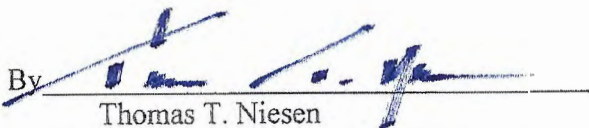
21. Aqua respectfully requests the Commission to issue an Order and a Certificate of Public Convenience authorizing Aqua to furnish water service to the Requested Territory.

WHEREFORE, the Applicant requests this Honorable Commission to approve this Application and to issue a certificate of public convenience pursuant to Section 1102(a)(1) of the Public Utility Code (66 Pa. C.S. §1102 (a)(1)) authorizing Aqua Pennsylvania, Inc. to offer, render, furnish and supply public water service to the Requested Territory.

RESPECTFULLY SUBMITTED,

AQUA PENNSYLVANIA, INC.

By


Thomas T. Niesen
PA Attorney ID No. 31379
Thomas, Niesen & Thomas, LLC

Counsel for Aqua Pennsylvania, Inc.

Date: MARCH 21, 2022

LIST OF ATTACHMENTS

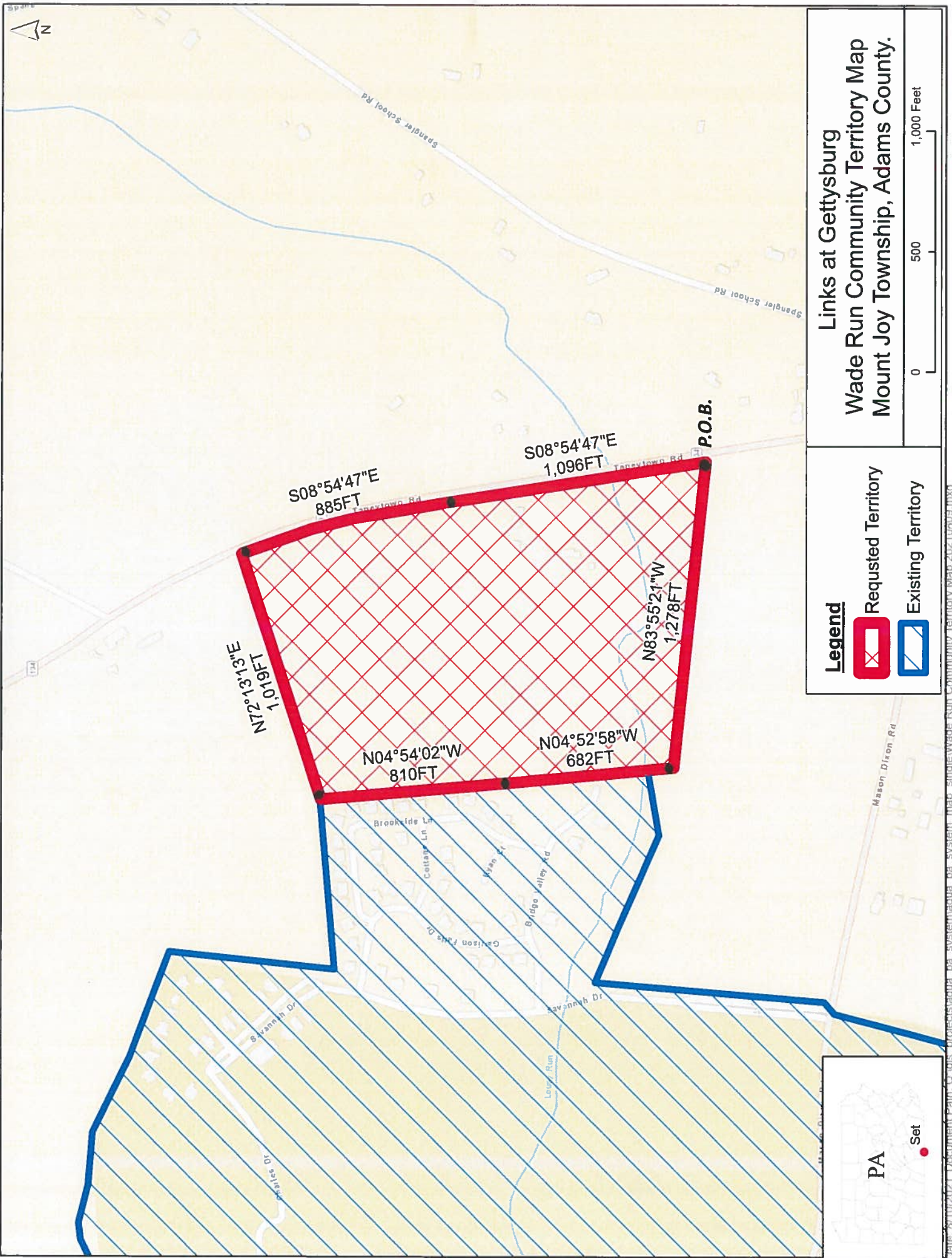
Description

Attachments

Map of the Requested Territory -----	A
Description of the Requested Territory -----	B
Letter from Links of Gettysburg Land Company Requesting Service -----	C
Letter from Mount Joy Township -----	D
Letter from Adams County Planning Commission -----	E
Proposed Main Extension plan -----	F
Form of Builder's Extension Agreement -----	G
2021 Financial Statements of Aqua -----	H

Attachment A

Map of the Requested Territory



Links at Gettysburg
Wade Run Community Territory Map
Mount Joy Township, Adams County.

Legend

- Requested Territory
- Existing Territory



Attachment B

*Description of the
Requested Territory*

**Links at Gettysburg – Wade Run Community
Requested Territory Description**

All that certain tract of land located within the Township of Mount Joy, County of Adams, Pennsylvania, bound and described as follows:

1. **Beginning** at a point on the west side of the right-of way line of Taneytown Road (S.R. 134), said point being 740 feet northwest of the intersection of Taneytown Road and Mason Dixon Road ("Aqua");
 - a. **Thence** from the point of beginning in a Northwesterly direction along the property line of the Wade Run Community, North 83 degrees 55 minutes 21 seconds West 1,278 feet to a point said point also being on the existing Aqua Pennsylvania service territory line;
 - b. **Thence** continuing in a Northwesterly direction along the existing Aqua Pennsylvania service territory line following two segments: North 04 degrees 52 minutes 58 seconds West 682 feet and North 04 degrees 54 minutes 02 seconds West 810 feet to a point;
 - c. **Thence** continuing in a Northeasterly direction, North 72 degrees 13 minutes 13 seconds East 1,019 feet to a point on the ROW line of Taneytown Road;
 - d. **Thence** continuing in a Southeasterly direction along the right-of-way line of Taneytown Road the following two segments: South 8 degrees 54 minutes 47 seconds East 885 feet and South 8 degrees 54 minutes 47 seconds East 1,096 feet to the aforementioned point and place of beginning.

Containing 46 acres of land, be the same more or less

Attachment C

*Letter from Links of Gettysburg Land Company
Requesting Service*

THE LINKS AT GETTYSBURG LAND CO. INC.

February 11, 2022

Mr. David C McIntyre
New Business Coordinator
Aqua PA, Inc
762 W Lancaster Ave.
Bryn Mawr, PA 19010

Re: The Links At Gettysburg Land Co Inc Fryer Tract
Mount Joy Township, Adams County
PUC Territory Expansion Request
Wade Run Subdivision & Farm Lot (previous hotel site)

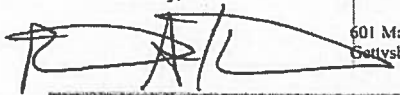
Dear Mr. McIntyre:

The Links At Gettysburg Land Co Inc has a project known as Wade Run in Mount Joy Township, Adams County that is located along Taneytown Road. The development has a need for public water service and we wish to have the water supply provided by Aqua Pennsylvania Inc. (AQUA).

We understand that the development is not situated within Aqua's service territory and that Aqua will be required to make an application to the Pennsylvania Utility Commission (PUC) for additional territory to include the development and farm lot in its certified service territory (Requested Territory). We hereby request that Aqua make an application to the PUC for the Requested Territory so it may supply our development and farm lot. We will support you in your application to the PUC, and we will proceed to finalize the necessary agreements with Aqua to serve our development. As you will note from our submission, Mount Joy Township supports our request.

We appreciate your assistance in this matter.

Sincerely,



601 Mason Dixon Road
Gettysburg, PA 17325

Phone

(717) 357-0583

Richard A. Klein
President

Fax

(717) 359-8020

Attachment D

*Letters of Support from
Mount Joy Township*

MOUNT JOY TOWNSHIP

902 HOFFMAN HOME ROAD
GETTYSBURG, PA 17325

Bernard J. Mazer, Chairman
Terry Scholle, Vice Chairman
Dr. Judy Morley
Todd McCauslin
Christine Demas

Bruce Hartman, Treasurer
Melissa K. Zirkle, Assistant Treasurer
Shannon M. Hare, Secretary

Telephone: (717) 359-4500
E-mail: mtjoytwp@mtjoytwp.us
Monday, Wednesday, & Friday, 9:00 a.m. – 12:00 p.m.
Tuesday & Thursday, 1:00 p.m. – 4:00 p.m.

Shane Wise, Roadmaster

Susan J. Smith, Solicitor

WM. F. Hill & Assoc., Inc.
Engineer / SEO

Shannon M. Hare, Zoning Officer &
Code Enforcement Officer

February 18, 2022

David C. McIntyre
New Business Coordinator
Aqua
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

Stephen J. Draus, P.E.
Area Manager
Central and Northern Pennsylvania
Aqua Pennsylvania, Inc.
204 E. Sunbury Street

Re: Provision of water and sewer services to proposed residential development known as Wade Run (PIN 30G18-0058---000) and adjacent lot (PIN 30G18-0010---000)

Dear Mr. McIntyre and Mr. Draus:

At the request of the applicant/developer of property owned by Frederick and Kaye Fryer, bearing Parcel Identification Numbers 30G18-0058---000 (proposed Wade Run residential subdivision) and 30G18-0010, and situated adjacent to The Links at Gettysburg, an existing planned golf community in Mount Joy Township, Mount Joy Township provides the following information and position.

The Township's Board of Supervisors granted conditional use zoning approvals for (i) a residential development (PIN 30G18-0058---000) and (ii) a hotel/conference center development (PIN 30G18-0010---000) (collectively Projects). The Township's Zoning Ordinance, applicant/developer proposals, and Board of Supervisors' conditional use approvals contemplate public water and sewer services to the Projects.

On July 15, 2021, the Board of Supervisors granted approval for a subdivision plan titled "Fryer Property Minor Subdivision Plan" (Minor Plan), which created the lot identified with Property Identification Number 30G18-0010. The Plan reflects the current improvements on the property, a residential structure serviced by on-lot water and septic

David C. McIntyre
Stephen J. Draus
February 18, 2022
Page 2

facilities. On June 17, 2021, the Board of Supervisors approved an Act 537 Planning Module Non-building Waiver because the Minor Plan proposed no new development of the lot. Notwithstanding, the applicant/developer/owner represented to the Township that it may proceed with development of the lot in accordance with the above-referenced approved conditional use.

Pending before the Board of Supervisors for review and approval is a subdivision plan for the Wade Run residential development titled "The Links at Gettysburg Planned Golf Community – Preliminary Subdivision Plan for Wade Run Community" (Wade Run Plan). The Township approved an Act 537 Planning Module for the proposed residential development on October 21, 2021 (PADEP action pending). The Planning Module provides for the residential development to be served with public sewer services.

The applicant/developer presented to the Township a letter dated September 9, 2021 from David McIntyre, Aqua Pennsylvania Wastewater, Inc., to Rick Kline stating the public utility's intent to become the wastewater service provider to the proposed Wade Run Community. By email dated February 16, 2022, David McIntyre informed the Township that its intent letter dated September 9, 2021 included the property identified as PIN 30G18-0010.

The applicant/developer presented to the Township a letter dated February 17, 2022 from Stephen Draus, Aqua Pennsylvania, Inc., to Rick Kline stating the public utility's intent to become the water service provider to the Projects.

The Township is aware that neither Aqua Pennsylvania Wastewater, Inc. nor Aqua Pennsylvania, Inc., both known to be Public Utility Commission (PUC) regulated public utilities, presently hold a PUC Certificate of Public Convenience to serve the area in which the Projects are located and that, to provide such services, both public utilities will need to make application to the PUC for an expansion of their respective certificated service territories.

By this letter the Township informs both Aqua Pennsylvania Wastewater, Inc. and Aqua Pennsylvania, Inc. that it does not object to the public utilities' provision of public water and sewer services to the Projects. Nor does the Township object to Aqua Pennsylvania Wastewater, Inc. and Aqua Pennsylvania, Inc. making this letter a part of their respective applications to the PUC for certificates of public convenience to serve the Projects.

David C. McIntyre
Stephen J. Draus
February 18, 2022
Page 3

By this letter the Township expresses its expectation that, *concurrent with submission of respective applications to the PUC*, Aqua Pennsylvania Wastewater, Inc. and Aqua Pennsylvania, Inc. will provide the Township with a copy of the applications. Notwithstanding this letter, the Township reserves its right to participate in the PUC proceedings on the applications.

This letter is issued by the undersigned on behalf of and as authorized by the Board of Supervisors of Mount Joy Township.



Bernard J. Mazer, Chairman
Board of Supervisors of Mount Joy Township

Attachment E

Review Letter
Adams County Planning Commission



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325

Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

DATE: August 13th, 2021

TO: Mt. Joy Township Supervisors
Mt. Joy Township Planning Commission
The Links at Gettysburg Land Company, LLC
Martin and Martin Inc.

FROM: Harlan Lawson
Comprehensive Planner

A handwritten signature in cursive script, appearing to read "Harlan Lawson".

SUBJECT: Preliminary Land Development Plan
The Links at Gettysburg Wade Run Community
Tax Parcel: 30G18-0058---000
30G18-0010---000
SLD-17-030

In accordance with Section 502 of Act 247 of 1968, as amended, "the Pennsylvania Municipalities Planning Code", and following an analysis of the Adams County Comprehensive Plan, municipal land use ordinances and plans, the Adams County Soil Survey, National Wetlands Inventory Maps, Federal Emergency Management Agency Flood Maps, applicable Historic Inventories and other pertinent reports and data, the Adams County Office of Planning and Development (ACOPD) offers the following comments:

I. Introduction: This plan is a resubmission of the original The Links at Gettysburg Wade Run Community LDP submitted in April of 2017. Like the original, this plan proposes the subdivision of 99 lots to be developed as "courtyard cluster single family homes" as well as the subdivision of 1 lot planned for commercial use within the Wade Run Community of The Links at Gettysburg Planned Golf Community.

II. Resubmission Review: We acknowledge that minimal changes have been made to the site design of this project and reiterate our comments included in our previous review letter dated May 22nd, 2017.

A. Intersections: No changes have been proposed to reorient the southernmost intersection of the courtyard driveway and Bridge Valley Road in Phase 1 and the

intersection of the courtyard driveway and Wade Road in Phase 10 at right angles. We recognize an investigation was performed however we disagree with the statement that no viable alternatives are available. The design requirements that are in place that have led to the inclusion of the courtyard driveways extending off of Wade Road and Bridge Valley Road are self-imposed and not required by any ordinances. We reiterate our previous recommendation that all street intersections should be oriented at right angles to ensure safe vehicle turning movements and to ensure that a clear sight triangle is maintained.

cc. Erik Vranich, PE, Mt. Joy Township Engineer
Robert Thaeler, Principal Planner

411020



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

DATE: May 22, 2017

TO: Mt. Joy Township Supervisors
Mt. Joy Township Planning Commission
The Links at Gettysburg Land Company, LLC
Martin and Martin Inc.

FROM: Harlan Lawson
Comprehensive Planner

SUBJECT: Preliminary Subdivision Plan
The Links at Gettysburg Wade Run Community
Tax Parcel: 30G18-0058---000
30G18-0010---000
SLD-17-030

In accordance with Section 502 of Act 247 of 1968, as amended, "the Pennsylvania Municipalities Planning Code", and following an analysis of the Adams County Comprehensive Plan, municipal land use ordinances and plans, the Adams County Soil Survey, National Wetlands Inventory Maps, Federal Emergency Management Agency Flood Maps, applicable Historic Inventories and other pertinent reports and data, the Adams County Office of Planning and Development (ACOPD) offers the following comments:

I. Introduction: The submitted plan proposes the subdivision of 99 lots to be developed as "courtyard cluster single family homes" as well as the subdivision of 1 lot planned for commercial use within the Wade Run Community of The Links at Gettysburg Planned Golf Community.

II. Site Design: The layout of this project is generally consistent with other sections of the overall Links at Gettysburg project.

III. Zoning Ordinance Review: Given the consistency of design between the Wade Run community and past Links at Gettysburg phases, our comments regarding Zoning Ordinance compliance are similar to those we communicated in past reviews. We acknowledge that a conditional use approval for this section component was granted on April 27, 2015. The

Township should confirm the layout of this plan conforms to the conditional use approval by the Township Supervisors.

IV. Subdivision and Land Development Ordinance Review: We have reviewed the submission against applicable requirements of the Mt. Joy Township Subdivision and Land Development Ordinance and offer the following comments.

A. Section 86-27: This section requires the installation of sidewalks within residential neighborhoods. The applicant has requested a modification from this section. We ordinarily recommend against the exclusion of a sidewalk system in planned residential communities. However, we recognize that similar modifications have been granted in previous phases of the greater Links at Gettysburg project. Therefore, provided that the site is provided with a pedestrian circulation design comparable to previous phases of the overall development, we do not object to the modification in this instance.

B. Intersections: We acknowledge the circulation design was likely reviewed during the conditional use approval. However, we recommend the southernmost intersection of the courtyard driveway and Bridge Valley Road in Phase 1 and the intersection of the courtyard driveway and Wade Road in Phase 10 be reoriented at right angles. The courtyard driveways essentially function as alleys, and any street intersection (including those involving alleys) should be oriented at right angles to ensure safe vehicle turning movements and to ensure that a clear sight triangle is maintained.

V. Other Comments: We offer the following additional comments for consideration.

A. NPDES Requirements: Earth disturbance of more than one acre may require a National Pollution Discharge Elimination System (NPDES) Permit and all earth disturbance activities must comply with the Commonwealth's Erosion and Sedimentation Control (Chapter 102) Regulations. We recommend that the applicant consult with the Adams County Conservation District for additional information regarding the NPDES permit process and the Chapter 102 regulations.

B. Agricultural Security Area: The subject properties are enrolled in the Mt. Joy Township Agricultural Security Area program. The ASA designation does not necessarily affect the decision making on this proposed subdivision, but the Township should consider this subdivision when conducting the seven-year review for this property.

C. Clean and Green: The subject property is identified in the Adams County tax assessment database as being in the "Clean and Green" program. Subdivision and/or development of property in the Clean and Green program may trigger a real estate roll-back penalty. We recommend that the applicant consult with the Adams County Tax Services Office to determine if this particular request may trigger the roll-back penalty. The Tax Services Office should also be notified of any changes to land use, subdivision, or conveyance of the property.

cc. Erik Vranich, PE, Mt. Joy Township Engineer
Robert Thaeler, Principal Planner

Attachment F

Proposed Main Extension

Attachment G

Form of Builder's Extension Agreement

AQUA PENNSYLVANIA, INC.
BUILDER'S EXTENSION AGREEMENT

This Agreement incorporates and is made up of the documents referenced herein, including:

BUILDER'S EXTENSION AGREEMENT

EXHIBITS

1. Requirements for As Built Information
2. Specifications for Builder Extension Pipeline
3. Refund Definitions and Explanation
4. Form for Certification of Final Project Cost

ATTACHMENTS

- A. Applications for Domestic & Fire Water Service
- B. Description and Plan of Extension Project
- C. Preliminary Cost Estimate for Extension Project
- D. Commitment and Release of Contractor
- E. Assignment of Contractor's Warranty by Builder
- F. Easements
- G. Permits and Regulatory Approvals
- H. Administrative Fee and Administrative Services
- I. Value Added Fee and Value-Added Services
- J. Performance Bond or Irrevocable Letter of Credit
- K. Insurance

EXTENSION:

BUILDER'S EXTENSION AGREEMENT

THIS BUILDER'S EXTENSION AGREEMENT is made as of _____
by and between **AQUA PENNSYLVANIA, INC.** ("Aqua") a Pennsylvania Corporation, with
its principal office at _____ and _____ a
Pennsylvania Corporation with its principal office at _____ (the
"Builder").

BACKGROUND

The Builder is the owner and developer, or the authorized representative of the owner or developer, of a certain real estate development known as the _____ which is planned for approximately ___ residential units, and/or ___ commercial, industrial or other types of unit located in _____ Township, _____ County, Pennsylvania (the "Development").

The Builder wishes to obtain water service from Aqua and Aqua wishes to provide water service for the Development.

The Builder wishes to take sole responsibility to furnish and install, at Builder's expense, and to contribute to Aqua a water main extension and related improvements for the Development.

The Builder represents that _____ will be the Contractor for the Extension Project under this Agreement (the "Contractor") and the parties acknowledge that the Contractor has certain binding obligations under this Agreement that inure to the benefit of Aqua as well as the Builder; the Builder is required to have the Contractor execute this Agreement for the purpose of having the Contractor acknowledge and agree to the terms and obligations imposed on the Contractor by this Agreement.

The Builder has furnished a completed Attachment Package for Builder's Extension Agreement (the "Package"). The information contained in the Package, all Attachments referred to in the Package, the final, executed documents for which forms are set forth in the Attachments, and all Exhibits to the Agreement, are incorporated into this Agreement.

In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

A. **OBLIGATIONS REGARDING THE MAIN EXTENSION**

1. **Construction.** The Builder agrees and undertakes as its sole responsibility to design, furnish and install, at Builder's sole expense and in accordance with the terms and conditions of this Agreement, a water main extension and all related improvements for the Development, including, but not limited to, the water main, gate valves, valve boxes, manholes and covers, corporation stops, fire hydrants, curb stops, curb boxes and service lines from the water main to the curb stops, and any restoration work, as further described in Attachment B to this Agreement (the "Extension Project"). The Builder is responsible for supplying all necessary materials and performing the installation.
2. **Commencement of Construction.** Builder may give notice of intention to commence construction on or after the execution of this Agreement by Aqua and may commence construction not less than two (2) weeks after providing written notice.
3. **Contractor.**
 - (a) **Qualifications.** Aqua acknowledges that the Builder plans to have the work on the Extension Project performed by a Contractor. The Builder will cause the Contractor to perform the work on the Extension Project in accordance with this Agreement. The Contractor must be on the current list of contractors, which Aqua has pre-qualified as having sufficient experience, installing water pipelines and systems. Builder must notify Aqua of any change of Contractor, and any new Contractor must comply with all terms and obligations of this Agreement which apply to the Contractor, including without limitation this Section 3 and the insurance and indemnification provisions. No subcontracting by the Contractor is permitted.
 - (b) **Responsibility.** Builder and the Contractor will be liable on a joint and severable basis to Aqua for failure to perform the Extension Project in compliance with this Agreement. The Builder will cause a copy of this Agreement to be attached to the contract between the Builder and the Contractor. The Builder will provide Aqua with a copy of the construction contract between the Builder and the Contractor. The Contractor is obligated directly to Aqua by signing and delivering to Aqua the Commitment and Release in the form of Attachment D, which includes, without limitation, Contractor's agreements to indemnify Aqua, to maintain certain insurance coverage and, in performing work on the Extension Project, to be responsible for worksite safety and comply with all requirements contained in this Agreement and applicable laws and regulations.
4. **Conduct of Construction.**
 - (a) **Progress.** Builder agrees to proceed diligently to completion of construction of the Extension Project.

- (b) **As Built Information.** Builder will provide accurate and complete as built information in accordance with Exhibit 1 (“As Built Information”) concurrently with progress of construction, will make the As Built Information available to the Aqua representative upon request of Aqua, and will supply complete As Built Information to Aqua prior to or upon Contribution of the final portion of the Extension Project.
- (c) **Worksite Responsibility.** The Builder and the Contractor are responsible for the worksite, including the means and methods of construction, and safety precautions, procedures and programs. Builder will have an OSHA-competent person on-site at all times. Aqua shall have no duty to the employees or contractors of the Builder or Contractor for any safety aspects of the work. Under no circumstances shall Aqua be deemed to be responsible for the methods of construction or the safety precautions and procedures at the worksite, whether or not an Aqua representative is on site. Builder and Contractor are responsible for reviewing and executing all plans and changes in plans, construction methods and procedures, and changes in construction methods and procedures, whether or not required or reviewed by Aqua so that work is conducted in a safe manner for the protection of anyone on or near the Extension Project.
- (d) **Compliance with Applicable Laws, Regulations and Specifications.** The Builder will install and complete the Extension Project in a workmanlike manner, in accordance with this Agreement, all applicable laws, regulations and ordinances, including without limitation the Pennsylvania Underground Utility Protection Law (or any successor) and any regulations thereunder, general water industry standards, fire flow requirements, environmental laws and regulations, and the Aqua specifications in effect for materials and for construction of pipelines and services lines as set forth in the Specifications for Builder Extension Pipeline Construction in Exhibit 2, as they may be modified and amended from time to time (all of the foregoing requirements are collectively referred to as the "Specifications"). Pursuant to the Pennsylvania Underground Utility Protection Law, before starting work, Builder will independently investigate and verify in the field the existence and location of underground utilities, whether or not indicated on the plans.
- (e) **Chlorinating and Connection into Distribution Facility.** Except with the prior authorization of Aqua expressly in writing, the Builder is prohibited from chlorinating the Extension Project or making the connection of the Extension Project into the distribution facility of Aqua. These procedures will be performed by Aqua.
- (f) **Maintenance and Repair.** Builder is responsible for all maintenance and repair of the installed Extension Project prior to Contribution, whether or not Aqua has commenced water service.

5. Representations and Warranties.

- (a) **Warranty of Extension Project by Builder.** The Builder hereby warrants that the water main and all other components of the Extension Project, including without limitation

integrity of trenches and integrity of paving and other restoration work, will not leak and will be free from defects in materials and workmanship for a period of one (1) year from the date of Contribution of the final portion of the Extension Project, and that the final As Built Information, when delivered to Aqua will be accurate and complete. The Builder will promptly proceed at its own cost and expense to make good all portions of the work or materials determined by Aqua to fail to conform with the Specifications or which are damaged or destroyed by removal of the non-conforming work or materials, and will replace or repair those portions to be in accordance with the Specifications, and will revise the As Built Information to be accurate and complete. If Builder fails to remedy or correct non-conforming work or materials or to revise the As Built Information to be accurate and complete, Aqua may bring the work or materials or As Built Information into conformation at the expense of Builder (for which Aqua may draw down on the Performance Bond or Letter of Credit and/or pursue any other available remedy).

(b) Adequate Financing. Builder represents and warrants that it has adequate financing for completion of the Development.

(c) Authorization. Builder represents that it is duly organized and validly existing in the jurisdiction in which it is organized and that the execution, delivery and performance of this Agreement have been duly authorized by Builder.

6. Employees. The Builder and/or the Contractor will be the legal employer(s) of any and all employees and the sole contractually-obligated parties with any independent contractors working on the Extension Project. Aqua will not be the employer or joint employer of any such employees, and neither Aqua nor its representative will have any right to control or supervise the manner and means by which the work is performed. The Builder is responsible for any and all obligations arising by virtue of the employment or independent contract relationship, and compliance with all laws, ordinances, and regulations governing employment and independent contract relationships including, without limitation, obligations arising under the National Labor Relations Act, the Fair Labor Standards Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Occupational Safety and Health Act, and any similar state or local laws, ordinances, or regulations, as well as all obligations to withhold income or wage taxes, to pay unemployment compensation taxes, to provide workers compensation insurance, and to pay any unemployment compensation, workers' compensation benefits, or other compensation or benefits to such employees or contractors.

7. Indemnification and Insurance.

(a) Indemnity. The Builder acknowledges and agrees that it has undertaken sole responsibility for the Extension Project pursuant to this Agreement. The Builder shall release, indemnify, protect, defend, and save harmless Aqua and all of its directors,

officers, employees and agents (hereinafter sometimes referred to as “indemnified parties”), from and against any and all claims, demands, actions, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorneys fees and costs of investigation) that may be asserted against or incurred by any of such indemnified parties resulting from, arising out of or related to the Extension Project, and, with respect to the period prior to Contribution of the final portion of the Extension Project, the premises covered by grant(s) of Easement, whether or not caused in whole or in part by the active or passive, sole, concurring, contributory negligence or inherent nature of the operations of a party indemnified hereunder, including, without limitation, claims or liabilities arising out of or related to any and all damage or injury to any person (including loss of life), including any injury or injuries or loss of life to the employees of the Builder or Contractor or any other worker, or any property of any persons, corporations or other associations (including the parties hereto and their directors, officers, employees and agents).

- (b) Interpretation.** It is the intent of this provision to absolve, protect and defend Aqua and its directors, officers, employees and agents from any and all claims, demands, actions, liability, losses, damages, penalties and expenses (including reasonable attorneys’ fees and cost of investigation) arising out of or related to the Extension Project. This indemnity shall be liberally construed in favor of indemnification to the benefit of Aqua.
- (c) Notice of Potential Claims.** In furtherance of this indemnification, Builder must promptly report, in writing, to Aqua all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the work site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious personal injury or serious property damage occurs, Builder will immediately report by telephone or messenger, or both, to Aqua.
- (d) Approval of Counsel; Costs and Expenses.** An indemnified party shall have the right to approve counsel appointed on its behalf pursuant to this indemnification, and shall be entitled to receive costs and expenses from Builder pursuant to this indemnification beginning upon receipt by indemnified party of formal notice of any claim. An indemnified party shall be entitled to costs and expenses from Builder regardless of the nature of the claim or claims asserted or the dismissal, resolution, settlement or discharge of any claim.
- (e) Environmental and Other Claims.** Indemnification pursuant to this Section shall include, without limitation, indemnification for action of any kind whatsoever, whether direct or indirect, by the United States Environmental Protection Agency (“EPA”) or Pennsylvania Department of Environmental Protection (“DEP”) related to or involving any work by Builder under this Agreement.
- (f) Severability.** The individual provisions of this indemnification are deemed to be

severable, and the invalidity or unenforceability of any portion of this indemnification shall not affect or impair such portion to the extent it has been deemed valid and enforceable, nor the remaining provisions of this indemnification, which shall continue in full force and effect.

- (g) **Insurance.** The Builder and the Contractor are obligated to provide and maintain the types and levels of insurance set forth in Attachment K to this Agreement.

8. Easements.

- (a) **Grant of Easement.** Prior to beginning work on the Extension Project, the Builder has provided Aqua with easement rights, by means of an Easement for all areas (excepting existing public rights-of-way where proper occupancy rights have been obtained for the Extension Project) in which the water main extension or any other part of the Extension Project will be installed. Builder has also supplied Aqua with copies of the underlying owners' deeds. If Builder is not the owner of all of the property through which the Extension Project will pass, Builder will also need to obtain easement(s) from the owner(s) of the property to allow it access to install the Extension Project.
- (b) **Easement Corrections.** The Builder is responsible for all expenses incurred by Aqua in the event that the Extension Project or other utilities are installed in violation of the terms of the Easements. In the event that any part of the Extension Project is installed by the Builder outside of the easement areas granted to Aqua the Builder agrees to relocate them within the easement areas and reimburse Aqua for all costs attributable to the improper location of the Extension Project or, with the approval of Aqua to obtain an additional easement or relocate or widen the easement area so as to locate the Extension Project within the easement areas granted to Aqua.
- (c) **Further Assurances.** During the term of this Agreement, and after Contribution or termination of this Agreement, without further consideration, Builder will provide, obtain, do, execute, acknowledge and deliver, all and every further act, conveyance, transfer, assignment, power of attorney and assurance as Aqua reasonably may require to more effectively convey, transfer to or vest in, and put Aqua in possession of, the required easements for all areas in which any part of the Extension Project is installed.

9. Cost Certification.

- (a) **Final Cost Certification.** Upon completion of the Extension Project, the Builder will certify to Aqua the actual cost of the construction within 45 days from the completion date. Builder will complete a certification form, satisfactory to Aqua using the format included in Exhibit 4 to this Agreement, which will provide the actual cost of the Extension Project (including the Administrative Fee and the Value Added Fee). Builder will supply the actual invoices to support the cost certification. Builder will represent that the stated cost is complete and accurate and indemnify Aqua against any claim that

the cost is not complete and accurate. Aqua reserves the right to review and make the final determination of cost. If Builder fails to submit the Final Cost Certification pursuant to the terms of Section 9 of this Agreement within two years of the completion date, at Aqua's sole discretion, Builder may forfeit some or all refunds due under this Agreement.

- (b) **Books, Records and Auditing.** The Builder will keep adequate books and records with respect to the costs of the Extension Project and Aqua shall have the right at reasonable times to review and audit those books and records for a period of five years after Contribution.
- (c) **Determination of Final Costs by Aqua.** If Builder has not provided a final cost certification to Aqua within 45 days following completion of the final portion of the Extension Project, Aqua will have the right to make such final cost certification based on the estimated project costs, or portion thereof, depending on whether the Extension was fully completed. Final costs that are determined by Aqua shall not be used to calculate Metered Connection Refunds or obligate Aqua to make such refund payments. Further, in accordance to the terms of this Section 9, Builder may forfeit some or all refunds if the Final Cost Certification is not submitted within two years from the completion date.

10. Contribution.

- (a) **Time of Contribution.** Upon completion of the Extension Project as described in Attachment B, and prior to receiving the first Metered Connection refund, Aqua shall conduct a post construction inspection and provide Builder with a list of required repairs, for which Builder is solely responsible to correct ("Punch List"). Provided that Builder has made all repairs on the Punch List and is not in breach of any provision of this Agreement, Aqua will notify the Builder in writing of the contribution of the Extension Project ("Contribution"). In order to effect Contribution, Aqua may waive the condition that Builder is not in breach of the Agreement; however, waiver of the condition will not constitute a waiver of Builder's contract breach. In its sole discretion, from time to time; Aqua may effect Contribution of a completed portion or portions of the Extension Project prior to completion of the entire Extension Project, by giving written notice to Builder. Aqua will receive Contribution for no additional consideration, such that the facilities become the property of Aqua (from which Aqua may service customers).
- (b) **Title.** Builder hereby grants, sells, conveys, assigns, transfers, sets over to, and vests in Aqua its successors and assigns, effective the date of Contribution, all of Builder's right, title and interest, legal and equitable, in and to the Extension Project, free from all liens, security interests, encumbrances, restrictions and claims, to have and to hold the Extension Project, including its appurtenances, to Aqua its successors and assigns, forever, to its and their own use and benefit. The Builder agrees to make the proper reservations of title in its conveyances to others and to obtain the joinder of all parties necessary to give good and marketable title, so that the Extension Project is properly

conveyed to Aqua at the time of Contribution, and all necessary and appropriate easements and rights-of-way are conveyed to Aqua. Upon Aqua Pennsylvania Inc.'s request during the term of this Agreement, Builder will supply to Aqua such additional assurances as Aqua may request that the contractual arrangements necessary to convey good and marketable title have been made by Builder.

(c) Matters in Connection with Contribution. The following must be completed prior to Contribution of the final portion of the Extension Project:

- (i)** Completion of the Extension Project in accordance with the Specifications;
- (ii)** The Extension Project passing all chlorination and other testing procedures performed by Aqua in accordance with its regular pre-service procedures;
- (iii)** Provision of accurate As Built Information to Aqua;
- (iv)** Final cost certification;
- (v)** Builder's certification, and provision of evidence satisfactory to Aqua that it has paid or discharged any mechanic's liens or other encumbrances which may have been filed against the Extension Project;
- (vi)** Builder's certification, and provision of evidence satisfactory to Aqua that Builder has paid or discharged the Contractor;
- (vii)** Payment to Aqua of any outstanding fees or other amounts owing Aqua pursuant to this Agreement; and
- (viii)** Such grant, revision, correction or confirmation of Easements, in addition to Easements granted prior to construction, which Aqua may require to convey all necessary and appropriate easements and rights-of-way.
- (ix)** Repair of all Punch List Items

(d) Further Assurances. Builder for itself, its successors and assigns, agrees that, at any time, and from time to time after Contribution, at the request of Aqua its successors and assigns, and without further consideration, the Builder will provide, obtain, do, execute, acknowledge and deliver, all and every such further act, conveyance, transfer, assignment, power of attorney and assurance as Aqua its successors and assigns reasonably may require to more effectively convey, transfer to or vest in, and put Aqua its successors and assigns, in possession of, any of the Extension Project. Builder irrevocably constitutes and appoints Aqua its successors and assigns, as the Builder's true and lawful attorney with full power to institute and prosecute in the Builder's name or in the name of Aqua its successors and assigns, as the legal attorney of and for the Builder,

duly authorized, for the benefit of Aqua its successors and assigns, any and all proceedings at law, in equity or otherwise, which Aqua its successors and assigns, may deem proper for the collection and enforcement of any claim or right of any kind granted, sold, conveyed, transferred or assigned, or intended so to be by Contribution pursuant to this Agreement.

11. Water Service upon Application. Upon proper application being made to Aqua in the form of Attachment A, Aqua will furnish water service to each customer with a Metered Connection, as defined in Exhibit 3, under Aqua Pennsylvania Inc.'s tariff, rules, regulations and rates then in effect and subject to any changes, which may thereafter become effective. All charges for water service shall be payable to and collected by Aqua. The water service provided to any fire hydrants will be subject to the payment of the applicable hydrant rates and shall be billed in accordance with the Township Fire Hydrant Letter which is attached hereto as a part of Attachment G. Every metered connection requires a meter pit. Water meters will not be installed within any building.

12. Refunds for Metered Connections to the Extension Project. Provided Builder is not in default on any provision of this Agreement and has submitted cost accounting within two years of the completion date, Aqua agrees to refund to the Builder part of the Builder's cost of the Extension Project in the manner and in the amounts provided on Exhibit 3. Delays in refund payments will not result in any penalties, interest or increase in refund amounts.

B. RIGHTS AND REMEDIES

1. **Event of Default.** The occurrence of any of the following events shall constitute an Event of Default under this Agreement:
 - (a) The Builder abandons work on the Extension Project, and does not provide Aqua with assurances and evidence satisfactory to Aqua, within ten (10) days after written notice to Builder from Aqua, of Builder's intention and ability to promptly recommence and complete work.
 - (b) The Builder fails to comply with any other provision of this Agreement and such failure continues for ten (10) days after written notice to Builder from Aqua provided that if within such ten (10) day period, Builder commences to correct such failure and diligently proceeds with such correction, the ten (10) day period shall be extended for such additional time as may be reasonably necessary for Builder to complete such correction.
 - (c) A case or proceeding by or against the Builder or otherwise affecting the Development is commenced under any federal or state bankruptcy, reorganization, insolvency, liquidation or similar law.
 - (d) Builder notifies Aqua it intends to terminate the Agreement.

- 2. Rights and Remedies of Aqua upon Default by Builder.** Upon an Event of Default as defined in Section B(1), Aqua may, in addition to and not in lieu of any other rights and remedies it may have as set forth in this Agreement or at law or in equity, exercise the following remedies separately and/or cumulatively:
- (a) Draw Upon the Performance Bond or Letter of Credit and Other Security.** Aqua shall have the right to draw upon the Performance Bond or Letter of Credit and any other security furnished by Builder pursuant to this Agreement.
 - (b) Require Additional Security.** Aqua shall have the right to require Builder to advance funds and/or provide additional security satisfactory to Aqua as may be permitted under regulations of the Pennsylvania Public Utility Commission (“PUC”), applicable law and/or Aqua Pennsylvania Inc.’s tariff on file with the PUC.
 - (c) Terminate Agreement.** Aqua may terminate this Agreement upon notice to Builder.
 - (d) Complete Extension Project.** Aqua shall have the right (but not the obligation) to complete the Extension Project, in its entirety or to any intermediate point, by independent contractors or by its own workers or such other persons, or in such other manner, or in any combination of the foregoing as Aqua may determine in its sole discretion. If Aqua elects to proceed with the work on the Extension Project, Aqua shall have the right to take possession of all existing materials and supplies of the Builder relating to the Extension Project for the purpose of including them in the improvement, and the Builder hereby assigns to Aqua all its right, title, easements and interest in and to such materials, subject to the contingency of Aqua’s election to proceed with work under this Section. If Aqua elects to continue or complete the Project upon the Builder’s default, Builder will not be entitled to any refunds under Exhibit 3, and Aqua may condition its continuation or completion of the Project (whether in its entirety or to any intermediate point) on the receipt of an advance of funds and/or security satisfactory to Aqua from Builder or third parties, as may be permitted under regulations of the Pennsylvania Public Utility Commission (PUC), applicable law and/or Aqua’s tariff on file with the PUC.
- 3. Rights of Aqua.** Among other rights and remedies that Aqua may have under this Agreement, and notwithstanding any other provisions of this Agreement, Aqua shall have the following rights which it may exercise in addition to and not in lieu of any other rights and remedies it may have as set forth in this Agreement or at law or in equity:
- (a) Right to Make Further Main Extension.** Aqua shall have the right to extend the water main installed under this Agreement, connect thereto and renew or enlarge the same without in any way changing the terms of its refunding obligation under this Agreement.
 - (b) Right to Specific Performance of Offer of Contribution and Grant(s) of Easement.**

The parties acknowledge and agree that money damages would be insufficient to compensate Aqua for breach of the Builder's covenants to contribute the Extension Project to Aqua, to the extent the Extension Project is actually installed, and to provide Easements to Aqua, as provided in this Agreement, and that, therefore, Aqua is entitled to specific performance of Builder's Contribution for completed portions of the Extension Project and to the Easements pursuant to Section A(8) and (10), and Attachment F.

(c) Refusal to Accept Contribution. If the Extension Project is not done in accordance with the Specifications or if the Builder does not comply with any of the Builder's obligations set forth in this Agreement, Aqua may refuse to accept Contribution of the Extension Project, in which event Aqua may (a) refuse to provide water service through the Extension Project main extension and to any parcel or building lots that would otherwise request service from that main extension, or (b) treat Builder as the owner of the Extension Project resulting in (i) Builder bearing all continuing responsibility for maintenance and repairs, (ii) removal of any existing water meters, (iii) requirement that Builder install a single meter pit for the Extension Project to receive water service as a single customer (with Builder responsible for any sub-metering after the single-point meter), (iv) ineligibility for refunds since Contribution will not be made and (v) preservation of Aqua Pennsylvania Inc.'s rights to any unpaid amounts under this Agreement and other remedies for Builder's breach of the Agreement.

(d) Right of Set-Off. Aqua may offset any of its claims against the Builder against any refunds or other amounts which Aqua may owe the Builder, or parties controlling, controlled by or under common control with the Builder (the Builder's Affiliates) either under this Agreement or other agreements between Aqua, or any of its affiliated or subsidiary Companies, and the Builder or Builder's Affiliates, whether or not related to the Development.

(e) Emergency Repairs. In the event of an emergency during or after the term of this Agreement prior to Contribution, Aqua shall have the right to make repairs to the Extension Project and charge the cost to Builder.

(f) Attorney's Fees. The Builder agrees that if suit is brought by Aqua against it to enforce this Agreement, including, but limited to, Aqua Pennsylvania Inc.'s right of indemnification, and Aqua prevails in such suit, Aqua shall be entitled to collect all reasonable costs and expenses of suit, including but not limited to reasonable attorneys fees.

4. Rights and Remedies Cumulative; No Waiver. No right or remedy conferred in this Agreement upon Aqua or otherwise available to Aqua is intended to be or shall be construed to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement, under any of the documents or instruments to be furnished or delivered to Aqua pursuant to this Agreement, and now or hereafter existing at law, in

equity or by statute. No delay or omission by Aqua to exercise any right or power under this Agreement shall impair such right or power or shall be construed to be a waiver or acquiescence in any Event of Default, default or breach of this Agreement, nor shall the giving, taking or enforcement of any other or additional security under this Agreement operate to waive any rights, powers or remedies of Aqua and any single or partial exercise of any right or power by Aqua will not preclude other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by Aqua, and then only to the extent specified.

C. GENERAL

1. **Term and Termination.** This Agreement shall continue in effect until the earlier of Contribution of the final portion of the Extension Project, termination of this Agreement, or the date which is five (5) years after the effective date of this Agreement, subject to the survival of certain provisions pursuant to Section C(5). Upon termination of this Agreement prior to Contribution of the final portion of the Extension Project, Builder will cease all work on the Extension Project and will cause Contractor to cease all work on the Extension Project.
2. **Governing Law.** This Agreement, all attachments hereto, and all documents and instruments to be furnished or delivered hereto, shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of laws principles.
3. **Assignment; Change in Ownership.** The Builder shall not assign its rights and obligations under this Agreement, or transfer control or ownership of the Extension Project or any part thereof, directly or indirectly, voluntarily or involuntarily, without the prior written approval of Aqua.
4. **Taxes and Fees.** All federal, state and local taxes, excise taxes, permit fees, and similar fees and taxes in connection with this Agreement, including without limitation, any sales or use taxes and taxes on contributions in aid of construction, any and all income taxes imposed on AQUA in connection with the Extension Project as a result of Contribution or otherwise, and any and all income taxes imposed on AQUA as a result of Builder's obligation to pay taxes pursuant to this Section, in each case whether in effect on the date of the execution of this Agreement or subsequently imposed or assessed, are for the account of, and are to be paid by, Builder upon demand by AQUA.
5. **Survival of Provisions on Contribution or Termination.** All warranties, representations, agreements and covenants made by Builder in this Agreement, or in any document or instrument referred to in, or to be delivered or furnished pursuant to, this Agreement, will survive Contribution of the final portion of the Extension Project and any termination of this Agreement.
6. **Entire Agreement; Amendments.** This Agreement, together with all exhibits and

attachments, and the final executed form of all documents for which the form is set forth in the attachments, constitute the entire agreement between Aqua and Builder with respect to the Extension Project. Prior or contemporaneous discussions or agreements are not part of this Agreement, and are of no force or effect. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

7. **Severability.** The provisions of this Agreement and all other agreements and documents referred to herein are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair such provision to the extent it has been deemed valid and enforceable, nor the remaining provisions, which shall continue in full force and effect.
8. **Third Parties.** Nothing contained in this Agreement shall be deemed to confer upon the Contractor or any third party any right against Aqua.
9. **Headings.** The headings of any section or subsection of this Agreement are for convenience only and shall not be used to interpret any provision of this Agreement.
10. **Binding Agreement; Successors and Assigns.** This Agreement is binding on and will inure to the benefit of the parties and their successors and permitted assigns.
11. **Notices.** Notices, demands and requests required or permitted to be given under this Agreement (collectively Notices) must be in writing and must be delivered personally or by nationally-recognized courier or sent by United States certified mail, return receipt requested, postage prepaid. Notices must be addressed to the party at its address set forth below. A notice is effective when actually received or rejected. The initial addresses of the parties may be changed by appropriate notice:

To Builder:

Attn:

To Aqua Pennsylvania, Inc.:

Aqua Pennsylvania
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attn: New Business Representative

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

AQUA PENNSYLVANIA, INC.,
A Pennsylvania corporation

By: _____
Joseph G. Thurwanger, Vice-President
Planning and Engineering

Witness: _____
New Business Representative

BUILDER:
A Pennsylvania Corporation

By: _____
[Authorized Signature]

Print Name: _____

Witness: _____
[Authorized Signature]

Federal E.I. Number: _____

JOINDER

The Contractor executes this Agreement to acknowledge and agree to the terms and obligations imposed on the Contractor by this Agreement.

By: _____
[Authorized Signature]

Print Name: _____

Witness: _____
[Authorized Signature]

Exhibit 1

Requirements for As Built Information

The As Built Information for the Extension Project will accurately represent actual construction of the water main and appurtenances, be sufficient to permit Aqua to obtain the full benefit of the protections of the Pennsylvania Underground Public Utility Protection Law upon and after Contribution, and contain the following legible information, documented in detail in a project construction log and noted on a copy of the drawings:

- (1) Variations from the final Plan (which is incorporated by reference in Attachment B to this Agreement).
- (2) Limits of any rock encountered in the excavation.
- (3) Locations of vertical and horizontal bends, valves, tees and crosses relative to fixed points (e.g., edge of curb, existing manholes, telephone poles, etc.).

Exhibit 2

SPECIFICATIONS FOR BUILDER EXTENSION PIPELINE CONSTRUCTION

SECTION 1 - GENERAL

1.01 TRENCH EXCAVATION

The excavation and back-fill work shall conform to the AWWA Standard C-600 for the installation of Ductile Iron water mains and their appurtenances, plus changes and additions thereto.

All Federal, State, and Municipal, including OSHA regulations governing work of this nature shall be complied with by Builder and/or Contractor.

Dimensions for excavation will be according to the depth and width specified for the pipe size. The depth of the trench will be such so the proposed main has the depth of cover of four (4) feet, or as shown on the drawings.

Except at locations where rock or unsuitable material is encountered, extra care should be taken not to exceed the depth specified. If the excavation does exceed the proposed depth, the bottom of the trench should be back-filled in six-inch lifts and properly compacted until the desired level is reached to lay the pipe.

Sub-grade material must be suitable.

The following are the required trench sizes for the respective pipe diameters:

Up to and including:	6", 8" & 12" pipe ---- 2.50' trench width
	16" pipe ---- 3.00' trench width

In areas of existing roadway, the excavation shall be completely closed at the end of each work day. The Builder shall provide temporary restoration of roadway immediately upon back-filling the trench.

1.02 ROCK EXCAVATION

Excavation in rock shall be carefully performed and where blasting is necessary, care shall be taken to prevent damage of any kind to persons or property. Blasting shall be done in accordance with Federal, State and Municipal ordinances by qualified Operators, and shall be done in accordance with present day standards of good practice. Builder, at its sole expense, shall secure all permits and shall meet all Federal, State, and Municipal requirements regulating

the transportation, storage, and use of explosives.

Trenches excavated in rock shall be excavated to a depth of six (6) inches below the grade prescribed for the bottom of the pipe, and shall be re-filled to the proper grade with bedding materials, such as sand or highway screenings, that will provide an adequate cushion for the pipe.

In no case will excavated rock materials be acceptable for use in any portion of the backfill.

1.03 EARTH EXCAVATION

"Earth", as a term for excavated material, shall mean all kinds of material excavated except rock as described in the foregoing, and roadway, driveway, and sidewalk paved surfaces.

1.04 PREPARATION OF SUBGRADE

The bottom of the trench shall be prepared at the depths stated in Section 1.01 or as shown on the drawings, or as otherwise specified to provide a uniform and continuous support for the pipe. The sub-grade shall be prepared accurately by hand to ensure the elimination of rock or other objects that may cause damage to the main.

1.05 ALIGNMENT AND GRADE

The pipeline shall be laid and maintained to the required lines and grades as shown on the drawings or otherwise specified. The Builder shall provide survey stakes for all property lines, easements, service locations and curbs (if not installed). Curbs must be completed prior to the installation of the water main.

1.06 LAYING PIPE

Every precaution must be taken to insure that foreign materials are kept from entering the pipe, both while it is setting above ground and especially while it is being installed. At no time should any debris, tools, rags, or any other material, be placed inside the pipe or fittings. At times when pipe laying is not in progress, a watertight plug shall close the open ends of the pipe. If pipes are dirty from sitting, or from transport, they must be washed and swabbed out before being installed.

Pipe shall be laid with bell ends facing the direction of laying, unless otherwise shown on the drawings. Before placing the pipe in the trench the pipe should be inspected for any dirt or foreign debris. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to the correct line and grade. The pipe may never be forced home by putting a piece of equipment on the bell end of the pipe. Care should be exercised when making each joint, and all joints shall be made in accordance with the pipe supplier's specifications and instruction. If any deflection is made in the pipe joint it may not

exceed the manufacturer specifications and the deflected joint should be blocked against the side of the trench with concrete or blocking stone.

The water main must be installed in a trench distinct and separate with a minimum of 5 feet horizontal clearance from any other utility or underground facility. A minimum clearance of one (1) foot is required when crossing over or under another subsurface utility. Also, these clearances must be maintained by other utilities installed after the water main.

1.07 MAKING MECHANICAL JOINTS

Before the joint is assembled, the socket and spigot ends of the pipes shall be cleaned free of dirt, rust, excess coating, or other foreign matter which might prevent the rubber gasket from making an even watertight seal. The rubber gasket and the gland shall be thoroughly cleaned before being assembled in the joint.

To facilitate placing the rubber gasket on the spigot end of the pipe, and to provide lubrication between the pipe and the gasket so that the gasket will slide easily when drawn into place by the gland, the pipe and the gasket shall be coated with a lubricant supplied by the Manufacturer.

When assembling the joint, prior to tightening the bolts, care shall be taken to center the rubber gasket evenly in the socket. The bolts shall be taken up all the way around to draw the gland to bear evenly against the rubber gasket and then be tightened evenly in diametrically opposite pairs. Care shall be taken not to tighten any one pair of bolts excessively causing un-equal pressure on the gland. Over-stressing of bolts to compensate for poor installation practice shall be avoided.

Builder will use retaining glands on mechanical joint fittings. This type of gland has a series of set screws that must be tightened onto the pipe, in an alternating manner, to the torque specified in the manufacturer's installation instructions for the fitting and the size and type of pipe on which it is installed. Where restraining glands with torque-limiting twist off nuts are used, the set screws shall be tightened until the twist off nuts detach. Where it is necessary to remove a restraining gland after the twist-off nuts are off, and the re-use of the restraining gland is approved by the Aqua Representative, the set screws shall be tightened to the torque specified by the manufacturer.

1.08 MAKING PUSH-ON JOINTS

Thoroughly clean out the bell. Remove all foreign matter: sand, mud, stone, ice, or excess tar. Small bits of dirt can be removed from the bell mouth by means of a damp or lubricated cloth. Insert gasket as per pipe manufacturers' specification.

Clean the plain end of the pipe and grind or file sharp edges, which might damage the gasket. Lubricant may be applied to the beveled nose. Place plain end in the companion bell and provide reasonably straight alignment. Push pipe straight home with the aid of a bar or more powerful

means.

Check the assembly, the joint is completely assembled when the first painted stripe, closest to the spigot end, is no longer visible. Deflection should be taken after joint is assembled and must not exceed manufacturer and AWWA specifications.

When it becomes necessary to make push-on joints using field cut pipe, the plain end of the pipe shall be conditioned as follows: the outside of the cut end shall be tapered back approximately 1/8" at an angle of about 30 degrees, with the center line of the pipe before entering the pipe into the socket. This may be done with a coarse file or portable grinder. Care shall be taken to prevent damage to the gasket.

1.09 BACK-FILLING

Back-filling shall proceed promptly as directed, after the pipe has been satisfactorily laid and jointed. The method of back-filling will be determined by the nature and character of the back-fill material available, and Federal, State, and Municipal regulations governing this work.

1.10 HAND OR MECHANICAL TAMP

Special attention and supervision will be given to back-filling trenches. Unless otherwise specified, all trenches and excavations shall be back-filled in layers of six (6) inches and mechanically tamped to obtain maximum compaction. Back-fill material used around the pipe and to a level of twelve (12) inches above the top of the pipe shall be earth, free of stones, rock, broken paving or other hard substances that may cause damage to the pipe. The remaining trench shall be back-filled with material free of large stones or foreign matter. It is imperative that the back-fill material be carefully placed under and around the pipe and thoroughly compacted to provide complete and uniform support to the pipe. Bulldozers and other heavy equipment are not to be permitted to operate over the pipe until back-filling has been completed to within six (6) inches of the ground level or road surface.

1.11 VIBRATORY BACK-FILL

Where appropriate, the Builder may tamp back-fill with a vibratory compactor, or approved equal. (For definition, vibratory compactor may be a "Rammax" type of equipment) Clean earth, sand, or other selected and approved material shall be hand tamped beneath and around the pipe to a point twelve (12) inches above the top of the pipe. The remaining trench shall be back-filled in twelve (12) inch loose lifts with a minimum of three (3) passes of the compactor for each lift up to ground level or road surface, or to a depth below the original surface to accommodate the type of surface repair required (i.e., paving, topsoil, and sod).

1.12 CORROSION CONTROL

The Builder shall make such corrosion control system installations, and connections appurtenance to pipe installations as shown on the drawings or as appropriate.

All pipe joints, including valves, fittings, and tie-ins to existing piping shall be bonded with two (2) number 4 insulated wire.

Wires shall be attached to ductile iron and/or cast iron or steel pipe using equipment and procedures recommended by manufacturers of thermite welding equipment for thermite welding copper wire to the above mentioned pipe.

The weld area should be ground or otherwise cleaned to bright metal before thermite welding. Builder to furnish cleaning equipment.

Each thermite weld shall be checked by striking it a hard blow with a two (2) pound hammer and simultaneously pulling firmly on the wire.

Electrical resistivity of the water main shall be checked at the expense of Builder by a Corrosion Engineer satisfactory to Aqua after back-filling and prior to re-paving.

The Builder shall pay special attention to the bonding of pipe joints. Where pipe geometry arising from vertical or sloping runs of pipe make thermite welding difficult, proper thermite welding equipment shall be used and/or use made of installing one end of the bond wires prior to pipe installation. The bond wires so installed should be long enough to extend to a horizontal surface, but never exceed six (6) feet in length.

1.13 RESTORATION

The work covered under this item includes the replacement of all pavement removed for excavation of trenches or ordered for other purposes to complete the work indicated in the contract documents. Such restoration shall comply with the requirements and specifications of the State or municipal Authority who have jurisdiction and shall be completed within 90 days (or less if designated by the permit) after the date of the road opening.

1.14 INSTALLING FIRE HYDRANTS

Fire hydrants are to be installed at a location approved by the local Municipality. Ideal locations for fire hydrants are on property lines. Hydrants are to be installed with the steamer nozzle cap fifteen (15) inches behind the face of the curb. All hydrants are to be installed with six (6) inch Class 52 cement lined ductile pipe, and a six (6) inch mechanical joint resilient wedge valve attached to a fire hydrant tee or tapping sleeve.

Where possible the fire hydrant lead should be one straight run of pipe with no additional joints other than the mechanical joint at the hydrant. All joints should be restrained with retaining rings for mechanical joints and field lock gaskets for push-on joints.

The fire hydrant base should be blocked against undisturbed earth with concrete, the volume of

which will be specified on the plan according to the pressure. All hydrant leads are to be installed at four (4) feet of cover so that a four (4) foot- six (6) inch hydrant will be used behind the curb. The safety flange should be flush or slightly higher one (1) to two (2) inches above the finished grade. If there is an obstruction which causes the hydrant lead to be deeper than four (4) feet an offset(s) shall be used to bring the lead back to four (4) feet of cover so an extension will not have to be installed on the hydrant. If offsets are needed, they should be restrained and blocked according to the main installation specifications. Fire hydrant extension fittings shall not be used to raise the hydrant.

If rock is encountered in the excavation the trench must be dug six (6) inches deeper, filled with suitable material and tamped to bring the trench back to the required depth. The bottom of the trench should be hand leveled to insure a good bed for the pipe. A hydrant should be set on a flat piece of good quarry stone to keep it from settling. When the hydrant is blocked with concrete care must be taken to insure the drain holes are not clogged with concrete. The area around the hydrant base must then be back-filled with clean 3/4 inch stone at least to one (1) foot above the drain holes and a minimum of 1/3 cubic yards, and covered with a heavy mil plastic cover to prevent dirt from encasing the drain holes and to insure proper drainage. The hydrant trench must then be back-filled in six (6) inch layers and mechanically tamped until it is brought up to the finished grade.

Sufficient time must be allowed for the concrete blocking to set up before the hydrant is placed into service.

Hydrants must be covered with a plastic or burlap bag until it has been placed in service to warn that the hydrant is not usable.

1.15 ADJUSTING VALVE BOXES AND MANHOLES TO GRADE

The Builder shall adjust to grade curb boxes, valve boxes and manholes. When this work is required prior to street re-surfacing, and traffic is to be maintained, macadam shall be placed around the valve boxes and/or manholes, and tapered from the top of the valve boxes and/or manholes to the existing paving as required for the safety of traffic, until the re-surfacing has been completed. The project shall be inspected prior to contribution for access to all curb stops and valve operators and any defective work shall be corrected by the Builder.

1.16 CONCRETE THRUST BLOCKING

All tees and bends, both horizontal and vertical, fire hydrants, and blow-offs shall be blocked with concrete thrust blocks against undisturbed earth, as detailed on drawings with 3000 p.s.i. concrete. The blocking detail for vertical bends may be found on the main extension Detail Drawing. Concrete must not encase the fittings or appurtenances, nor may it encase the nuts and bolts.

Restrained joints shall also be installed where indicated on the plans or as directed by Aqua's

Representative.

1.17 HYDROSTATIC AND LEAKAGE TEST

Hydrostatic pressure tests shall not be made until at least seven (7) days after concrete thrust blocks are installed. The Builder, at its option and expense, may use high early strength concrete for thrust blocks in which case hydrostatic pressure tests shall not be made until at least three (3) days have elapsed.

The section of water main being tested shall be filled with water a minimum of 24 hours before the main is tested. The Builder shall insure that air is expelled from the pipeline in accordance with AWWA C-600, Section 4.1.3. Any taps necessary to release air or water from the main during testing shall be made at the Builders expense.

After the pipeline has been filled with water for 24 hours, the Builder shall conduct a hydrostatic or pressure test. The duration of the pressure shall be at least two (2) hours. Each section of water main shall be tested at 1 1/2 times the working pressure measured at the low point of the section of main being tested. The Builder shall not employ a test pressure, which exceeds the allowable pressure of any installed pipe, valve, or appurtenance.

The leakage test shall be in accordance with AWWA C-600, Section 4.1, except that the Builder shall provide an approved means for measuring the leakage. The leakage test may be conducted at the same time as the pressure test, provided leakage is suitably measured during the pressure test and a two (2) hour record is kept of water added to the pipeline.

1.18 CHLORINATION OF NEW WATER MAINS

Special care will be taken to insure proper disinfection of new mains. Possible sources of contamination are from workmen and/or their equipment, and unavoidable foreign material present in the trench during construction.

Education of crewmembers as to the need for avoiding contamination of the main during construction is fundamental. Pipe should be strung on high ground. At all times when construction is not actually in progress, watertight plugs should be installed in all pipe openings. (Gunny sacks and rags are not adequate). Provision should be made to pump any water that might collect in the trench. Special care should be taken to avoid contamination of valves, fittings, and pipe interiors, both before and during construction; each should be inspected and, if necessary, cleaned before installation.

It is preferred that the chlorination process be completed prior to the water main being tapped for service line connections. If services from the main to the curb stop are to be installed before chlorination, the water mains must have previously passed hydrostatic pressure testing and each water service line shall be visually checked for leakage prior to backfill. At no time shall customer side service lines be connected to the curb stop before the main has been thoroughly

sterilized and passed water quality testing.

1.19 AUTOMATIC AIR RELEASE VALVE ASSEMBLIES

Air release valve to be APCO Model 200, or as specified on the plan, where an automatic air release valve is requested on the drawing or by Aqua's Representative and at appropriate locations to insure the proper filling, venting and chlorination of the water main. They are to be installed in pre-fabricated concrete pits in accordance with Drawing E-7818-2 or as shown on the plan, if applicable.

1.20 MANUAL AIR VENT AND CHLORINATION ASSEMBLY

Manual air vents and chlorination assemblies are to be installed wherever specified on the drawing and at appropriate locations to insure the proper filling, venting and chlorination of the water main. They are to be installed as per the main extension Detail Drawing.

1.21 BLOW-OFF

Where designated on the drawings, a blow-off assembly will be required at the end of pipe runs to facilitate venting and flushing of the main.

Circumstances may require the installation of a temporary blow-off at certain locations to permit chlorination and flushing of the main prior to connection with existing facilities.

The blow-off assembly shall be installed and restrained with rail and concrete in accordance with the main extension Detail Drawing.

1.22 Existing Facility Shutdowns and Tie-Ins

The Builder shall protect and maintain existing water mains in service. If an existing water main is damaged, service shall be restored promptly and Builder will be billed for the expense.

The Builder shall not move, relocate, or in any other way interfere with the use of the existing pipelines, including the operation of all valves.

Aqua will require at least 48 hours notification of any work by the Builder that will require a shutdown. All preparatory work must be totally finished one day before a shutdown will be scheduled. All work requiring a shutdown, once started, must be worked on continuously until all service is restored.

Aqua reserves the right to designate the day and time when water mains may be shut down and may require that this work be done at night or on a weekend.

Methods used to complete the work must minimize the duration of the shutdown. Should Aqua determine that a shutdown would be detrimental to service for existing customers, Aqua may require an alternate piping or tie-in arrangement to preclude the need for a shutdown. The Builder shall dig test pits prior to making any connections to existing water mains in order to determine the exact location, elevation, diameter, and type of the existing pipe.

SECTION II - SERVICE LINES

2.01 SERVICE LINES - GENERAL

The pipe leading from the distribution main to the plumbing system of individual premises is commonly called a service line. Each service line consists of two (2) main parts:

- (1) The service connection, which extends from the main in the street to the curb and is usually, owned by the utility.
- (2) The portion, which extends from the curb to the building and is usually, owned by the customer. All Customer owned service lines shall require a meter pit to be installed at a location approved by Aqua.

The service pipe is generally connected to the distribution main by means of a corporation stop inserted in the main. The insertion is normally accomplished while the main is in service and under pressure, and is thus known as a "wet" connection. Occasionally, outlets are provided in the main when it is originally installed, particularly if the service connections are large.

2.02 SERVICE INSTALLATIONS AND ACCESSORIES

The method of making service connections at the main varies with the size and material of the service and the size and material of the main to which it is attached. If the size and wall thicknesses of the main are sufficient to provide adequate full threads, 1 inch to 2- inch services may be connected by direct drilling and tapping of the main. Tapping machines designed for drilling, tapping, and insertion of the corporation stop under pressure are required. The Builder shall provide all tapping equipment, accessories, and supplies necessary to make service line taps on the water main.

All services shall be installed at four (4) feet of cover to the finished grade, and must be in trenches distinctly separate from any other utility or underground line.

1 INCH SERVICES

The minimum size service for all properties shall be 1" type "K" soft copper pipe. All 1-inch services will be tapped 22-1/2 degrees above horizontal on the main. All services must have sufficient slack copper to allow for slight settlement and soil load on the service line. The corporation should have one to three threads exposed out of the main to make sure it is properly tightened, but not over tightened. All corporations must have AWWA taper (Mueller "CC") thread into the main and copper tube size quick joint compression connections on the outlet side. Every service run shall be installed with one straight run of copper containing no joints, and services shall all be run on a perpendicular to the road and/or water main.

1-1/2 INCH AND 2 INCH SERVICES (Use Type "B" corporation)

All 1-1/2 inch and 2 inch services shall be installed with the tap made at top dead center on the main. The corporation will have an AWWA taper (Mueller "C") thread into the main and an outlet of increasing iron pipe thread (outlet is one size larger than inlet). The corporation shall have one to three threads exposed to insure proper tightening but not over tightening. The service will consist of an approved "swing" joint which consists of one (1) brass reducing ell and two (2) brass service ells and a copper to iron male coupling. The service will then consist of a straight run of copper to a curb stop one foot behind the curb, and shall be run on a perpendicular to the road and/or water main. All copper service connections shall be CTS quick joint compression type connections. The curb stop shall have a valve box placed over it and properly supported so as not to settle on the service line.

4 INCH AND LARGER SERVICES

All 4 inch and larger services shall be installed with a fire hydrant tee and resilient seat gate valve or tapping sleeve and resilient seat tapping valve. The service line will be class 52 cement lined ductile iron pipe and shall be run perpendicular to the road and/or the water main. The joint out of the valve must have a retaining ring, and if any other joints or fittings are necessary they must be restrained with "Locktite" (or equal) gaskets for push-on joints or retaining rings for mechanical joints. All fittings must be mechanical joint and must be blocked to the same specifications as stated for water main installation. Services will be run one foot behind the curb, and if not being immediately connected to the customer's service line shall have a water tight plug installed on the end of the main.

SECTION III - MATERIALS SPECIFICATIONS

3.01 DUCTILE IRON PIPE

All pipe shall be ductile iron conforming to ANSI specification A 21.51 (C-151), 18 feet nominal length, cement lined B THK A 21.4 AWWA (C-104) (BCL &SC) CTD OD, Tyton joint A 21.11 complete, Class 52.

Suggested Suppliers: U.S. Pipe & Foundry Company
Atlantic States Pipe Company
Griffin Pipe Company
National Water Works

3.02 COMPACT PIPE FITTINGS

Compact mechanical joint fittings, 3 inch to 12 inch shall be manufactured of ductile iron and have a pressure rating of 350 p.s.i., in accordance with the requirements of ANSI / AWWA C 153 / A 21.53-00 Standard, or revisions thereto. Fittings shall be a nominal wall thickness equal to or exceeding Class 54 ductile iron pipe and be cement lined, in accordance with ANSI AWWA C 104 / A 21.4-95 Standard.

Mechanical joint assemblies, including gaskets, glands, bolts and nuts, shall be in accordance with the requirements of ANSI / AWWA C 111 / A21.11-00 Standard.

All compact fittings shall be clearly and legibly cast or stamped with the inscription "C 153" and must be made in the U.S.A.

Suggested Suppliers: U.S. Pipe & Foundry Company L /B Water Service
A-1 Pipe Company Exeter Supply
Atlantic States Pipe Company Griffin Pipe Company
National Water Works

3.03 VALVES

All valves 3 through 12 NPS shall be Resilient-Seated Gate Valves for water systems as set forth in AWWA Standard C 509-01 for cast iron valves and AWWA C 515 reduced wall resilient seated gate valves for ductile iron valves and/or revisions made thereto.

1. General: All valves shall be iron body, resilient seated gate valves with non-rising stem, and mechanical joints.
2. Direction of opening: Open right (clockwise) or open left (counter-clockwise) as indicated on the drawings.

3. Wrench nut: Shall be 1-15/16 inch square at top, 2 inch squared at base, and 1-3/4 inch in height. Arrows shall be cast in the nut to indicate direction of opening. The "word" open shall also be cast in nut per AWWA specs. Nuts shall be color-coded per AWWA specs, i.e. red for open right, black for open left.
4. Stem Seal: O ring.
5. Joint Accessories: Mechanical joints are to include all necessary gaskets follower rings and bolts completely assembled to the valve to make a complete joint. Tapping sleeve and valve combinations are also to include the necessary gaskets, follower rings and bolts completely assembled to the valve and sleeve to make a complete to joint.
6. Coating: Fusion bond with epoxy coating - inside and out on all resilient wedge valves.

Accepted Manufacturers: Clow Valve Company
U.S. Pipe & Foundry Company
American Flow Control Company
Mueller Company
Kennedy Valve Company

3.04 MECHANICAL JOINT RESTRAINT SYSTEMS

In addition to concrete reaction backings, all mechanical joint ductile iron fittings shall require restrained joint systems and shall be installed according to the manufacturer's standard recommendations. EBAA Iron 1100 series or Ford 1400 series restrained systems shall be used.

3.05 FIRE HYDRANTS

GENERAL:

All fire hydrants and related accessories are to be top quality and meet or exceed the AWWA Standard C 502-94, and any revisions thereto, covering Dry Barrel Fire Hydrants for ordinary water works service. The hydrants shall also conform to the basic features and/or details set forth below.

NOTE: Certain Aqua service areas operate with an open right valve system and other areas operate with an open left valve system. Direction of hydrant valve opening must coincide with direction of valve system in area of Building project.

HYDRANT - OPEN RIGHT ONLY

1. Maximum Pressure 200 p.s.i.
2. Inlet Connection 6-inch M.J. Base with accessories to accept 6-inch ductile iron pipe.
3. Nozzles "Three-Way" two-2 1/2 National Standard thread hose nozzle with caps and chains. Pumper nozzle with 4 1/2 inch opening and external National Standard hose threads, nozzle cap, and chain.
4. Operating Nut Shall be one-piece bronze casting with or without a ductile iron weather shield. The operating nut should be a Pentagon 1 1/2- inch, measured point to flat at base nut and 1 7/16-inch at top.
5. Direction of opening Right - (Clockwise)
6. Depth of Bury 4 feet 6 inches (4 feet when required).
7. Size of Main Valve 5 1/4 inch.
8. Basic Valve Style Compression.
9. Barrel and Stem Type Breakaway or traffic safety feature with valve remaining closed upon vehicular impact. Upper and lower barrels joined approximately 2 inches above the ground line by a separate and breakable "swivel" flange, providing 360 degrees rotation of the upper barrel.
10. Main Valve Assembly The drain valve assembly shall be fully automatic. Valve seat ring and drain ring shall be provided with not less than two (2) openings and shall be capable of draining the barrel at a rate of not less than 5 G.P.M.
11. Drain way Shall be all bronze.
12. Seat Ring Shall thread into a bronze drain ring. Pressure seals shall be rubber gaskets or "O" rings.

- | | | |
|-----|------------------------|--|
| 13. | Main Valve & Seat Ring | To be removable through the upper barrel from above ground. |
| 14. | Hydrant | To be dry top design. The chamber shall contain a lubrication of grease or oil, which is injected through the top of the operating nut, or provide an external means to lubricate the operating mechanism. |
| 15. | Color | Aluminum color for portion of hydrant above ground line. |

As Manufactured By: Mueller Company Centurion A-423
 American Darling B-84-B
 Waterous - Pacer WB-67
 US Pipe - Model 94
 Kennedy - K81

HYDRANT - OPEN LEFT ONLY

- | | | |
|----|----------------------|---|
| 1. | Maximum Pressure | 200 p.s.i. |
| 2. | Inlet Connection | 6-inch M.J. Base with accessories to accept 6- inch ductile iron pipe. |
| 3. | Nozzles | "Three-Way" with two 2-1/2-inch hose nozzles with caps and chains, National Standard threads and one 4 1/2 inch pumper nozzle with cap and chain, National Standard thread. |
| 4. | Operating Nut | 1-1/2 inch Pentagon operating nut. |
| 5. | Direction of opening | Left (counter clockwise) |
| 6. | Depth of Bury | 4 feet, 6 inches. |
| 7. | Size of Main Valve | 5-1/4 inches. |
| 8. | Basic Valve Style | Compression. |
| 9 | Barrel and Stem Type | Break away or traffic safety feature with valve remaining closed upon vehicular impact. Upper and lower barrels joined approximately 2-inches above the ground line by a separate and breakable |

- "swivel" flange, providing 360 degrees rotation of the upper barrel.
10. Main Valve Assembly The drain valve assembly shall be fully automatic. Valve seat ring and drain ring shall be provided with not less than two (2) openings and shall be capable of draining the barrel at a rate of not less than 5 G.P.M.
 11. Drainway Shall be all bronze.
 12. Seat Ring Shall thread into a bronze drain ring. Pressure seals shall be rubber gaskets or "O" rings.
 13. Main Valve & Seat Ring To be removable through the upper barrel from above ground.
 14. Hydrant To be dry top design. The chamber shall contain a lubrication of grease or oil which is injected through the top of the operating nut or provide an external means to lubricate the operating mechanism.
 15. Color Yellow

As Manufactured by: Waterous - Model: Pacer WB-67
 American Darling B-84-B
 Mueller Company Centurion A-423
 US Pipe - Model 94
 Kennedy - K81

3.06 COPPER SERVICE TUBING

Only Type K copper tubing shall be used for service lines, sizes 1 inch through 2 inch.

Suggested Suppliers: Exeter Supply Company
 U.S. Supply Company

3.07 BRASS SERVICE LINE FITTINGS

All Corporations and Curb Stops will be 300# BALL VALVE only. Plug or Key style Stops and Corporations will not be acceptable. All service fittings sizes 1" through 2" are to be CTS quick joint compression type connections.

All brass goods and related accessories are to be red brass, in accordance with ASTM - B 62 and AWWA Standard C 800 latest revision. All service line valves and fittings must be manufactured from a brass alloy with a metal content consisting of 85% copper and 5% each of tin, lead, and zinc. (85-5-5-5 Spec.) All suppliers must certify in writing that the metal used and materials supplied meet AWWA specification C 800 (ASTM-B62).

A.P.A. #	AY MCDONALD	MUELLER	FORD	AQUA DESCRIPTION
				300 # BALL VALVE CORPORATIONS
10039	4701BQ	B25008	FB1000Q	1" AWWA/CC THREAD INLET x CTS QUICK JOINT
10041	3121B	H10003	FB800	1 ½" AWWA/CC THREAD INLET x INCREASING IP OUTLET
10049	4701BQ	B25008	FB1000Q	1 ½" AWWA/CC THREAD INLET x CTS QUICK JOINT
10051	3121B	H10003	FB800	2" AWWA/CC THREAD INLET x INCREASING IP OUTLET
10059	4701BQ	B25008	FB1000Q	2" AWWA/CC THREAD INLET x CTS QUICK JOINT
				300 # BALL VALVE CURB STOPS
12039	6100Q	B-25209	B44-444	1" CTS COMPRESSION/QUICK JOINT - BOTH SIDES
12059	6100Q	B-25209	B44-666	1 ½" CTS COMPRESSION/QUICK JOINT - BOTH SIDES
12069	6100Q	B-25209	B44-777	2" CTS COMPRESSION/QUICK JOINT - BOTH SIDES

3.08 CURB BOXES - 2 1/2 INCH

Curb boxes for domestic water service only shall be cast iron when installed behind curbing in either grass or sidewalks. Lids shall be marked "Water". Curb boxes installed within paved areas or driveways require valve box tops and lids over the curb box to protect the curb box from traffic loads

As manufactured by: Tyler Pipe (Item Number 94E) 40"- 60" height
Bingham & Taylor (Figure Number 4901-94E) 40" – 60" height

Suggested Suppliers: Exeter Supply Company L /B Water Service
A-1 Pipe Company National Water Works

3.09 VALVE BOXES

All valve boxes shall be cast iron slip style three part boxes (lid, top, and bottom). Where fire lines, including residential sprinkler services, are installed the lid shall be marked "Fire".

As manufactured by: Tyler Pipe (Item Number 564-A, 6855 Series)
Bingham & Taylor (Size Number: 5564-S, Figure Number: 4908)

Suggested Suppliers: A-1 Pipe
Exeter Supply
L/B Water Service
National Water Works

3.10 CATHODIC PROTECTION

All Cathodic Protection materials shall be in accordance with designs and specifications.

Suggested Suppliers: PSG/Corrpro Inc.
Matcor, Inc.

3.11 CLAMPING DEVICES

Socket clamps, anchor straps, and tie rods, used to anchor pipe fittings, shall be as manufactured by the Grinnell Company, Inc., Stellar Corporation, Cetow Corporation, or approved equal.

Exhibit 3

Refund Definitions and Explanation

A refund will be paid to the Builder for each Metered Connection that is made to the main extension within the period of five (5) years from the date of this Agreement (“Refund Period”). In no event will Aqua be required to refund more than the total cost of the Extension Project as determined by the final, accepted Certification of Final Project Cost. Which method of refund (as described below) is applicable will depend on whether, in Aqua’s judgement, the main extension is or is not primarily for the connection of residential homes, commercial properties or properties served by multi meter manifolds to the Aqua distribution system. Aqua has no obligation to refund all or a portion of the project cost beyond the refund computed under the method described below. Builder acknowledges that some portion of the project cost may never be refunded. Any un-refunded portion of the Extension Project cost will become the property of Aqua as a non-refundable contribution in aid of construction.

(a) Residential Homes: For each Metered Connection made during the said five-year period to a main extension determined to be primarily for Residential Homes, the Builder shall be entitled to a refund equal to the average installed cost of thirty-five (35) feet of the said Extension Project. This refund shall be paid in five (5) equal installments (20% of the refund) for the five consecutive years beginning the first full calendar year following the date when the Metered Connection is made. In determining the cost per foot, the actual cost of the Extension Project shall be divided by the overall length of the main calculated in feet. The actual Extension Project cost shall, for these purposes, be the Total Project Cost as certified by the Builder in the final, accepted Certification of Final Project Cost, plus the cost of fire hydrants (to the extent not included in the Total Project Cost), but excluding taxes. The maximum refund per Metered Connection shall be \$2,000 for Residential Homes.

(b) Structures other than Residential Homes. For Metered Connections made during the said five (5) year period to a main extension determined to be primarily for structures that are Commercial or Public facilities, the Builder shall have the option to select the refund formula set forth in subparagraph (a) above (subject to the \$2,000 cap per Metered Connection, or the following formula, wherein the Depositor shall be entitled to a refund equivalent to 2.25 times the metered revenue from the sale of water received by Aqua for each Metered Connection to the aforesaid main during the first full calendar year following the date when the Metered Connection is made. When an option is selected, it is understood that all Metered Connections to the main for structures other than residential homes will be subject to the same refund formula.

There can only be one Metered Connected for each customer account. A Metered Connection will not arise from the installation of a fire service line, an independent irrigation line, existing

domestic service line, or other type of non-domestic service line to the main that is being transferred from an existing water main or line.

The Builder shall have no right to refunds under this Agreement except with respect to Metered Connections made directly to the water main installed under this Agreement and not water mains installed pursuant to any other agreement. Delays in refund payments will not result in any penalties, interest or increase in refund amounts.

The payment of refunds will not commence until Contribution of the final portion of the Extension Project. If Builder fails to complete the Final Cost Certification pursuant to the terms of Section 9 of this Agreement, at Aqua's sole discretion, Builder may forfeit some or all refunds due under this Agreement. The Builder will not be entitled to refunds during any period of time during which it, or any person or entity it controls, is controlled by or is under common control with, is in default under this Agreement or any other agreement with Aqua or its affiliated companies.

Exhibit 4

Certification Form for Final Project Cost

***** ACTUAL COSTS MUST BE SUBMITTED WITHIN 45 days OF PROJECT COMPLETION *****

Requirements for Cost Certification:

- 1. Enter Total Cost for Water Main, Fire Hydrant(s) and Service Connections on attached document and execute this document**
- 2. Submit copies of Contractor invoices supporting costs entered on Cost Accounting Certification**
- 3. Submit all documents to the New Business Department**

**Aqua Pennsylvania
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attn: New Business Representative**

PROJECT COST BREAKDOWN

Location:	NAME:	Ext. No.	M-Auth No.
Date:	ADDRESS:	F.H. No.'s	
Started:	Attn.:	Svc. Ser. No.'s	
Finished:	PHONE No.:		

SUMMARY OF COSTS		NOTES
Description	TOTAL COST	
AQUA ADMINISTRATIVE FEE		UP-FRONT PAYMENT
AQUA VALUE ADDED FEE		UP-FRONT PAYMENT
ADDITIONAL AQUA FEES		PER ATTACHED INVOICES
TOTAL WATER MAIN COST		PER TOTAL BOTTOM PAGE 2
TOTAL FIRE HYDRANT COST		PER TOTAL BOTTOM PAGE 3
TOTAL SERVICE LINE COST		PER TOTAL BOTTOM PAGE 4
TOTAL RESTORATION COST		ONLY IF NOT INCLUDED ON PAGE 2 COSTS
TOTAL OTHER COST		DETAILED DOCUMENTATION REQUIRED (I.E. INVOICE COPIES)
TOTAL PROJECT COST		

BUILDER'S CERTIFICATION OF COST:

On behalf of _____, I hereby certify that the actual cost of the Extension Project is as summarized on the following sheets, and that the stated information is complete and accurate. _____ hereby indemnifies and holds Aqua PA harmless against any claim that the information provided is not complete and accurate.

Prepared By Aqua PA New Business Dept.: _____ Name _____ Date _____

Approved by _____ Name _____ Date _____

New Business Department: _____ Name _____ Date _____

MAIN INSTALLATION

SIZE and TYPE	QUANTITY INSTALLED	TOTAL COST
------------------	-----------------------	---------------

TOTAL PIPE COST (INCL FITTINGS)

Pipe installed:

_____	_____
_____	_____
_____	_____

_____ Mat'l and Install cost

Total Valve COST (INCL VALVE BOXES)

Valves Installed:

Gate Valve

_____	_____
-------	-------

Tap Valve & Sleeve

_____	_____
-------	-------

_____ Mat'l and Install cost

Total Main Cost:

_____ Insert Total Cost On
Cover Page next to
TOTAL WATER MAIN COST

FIRE HYDRANT INSTALLATION

SIZE and TYPE	QUANTITY INSTALLED	TOTAL COST
------------------	-----------------------	---------------

Type FH Installed:

_____	_____
_____	_____

Total Hydrant Cost:

Mat'l and Install cost including fittings and pipe

Insert total cost on
Cover Page next to:
TOTAL FIRE HYDRANT COST

SERVICE LINE INSTALLATION

SIZE and
TYPE

QUANTITY
INSTALLED

TOTAL
COST

Total Amount of Services Installed

N/A

Type of Service Pipe Materials Installed:

Copper Pipe

Ductile Iron Pipe

Add additional Page if necessary

Type of Service Line Fittings Installed:

Corporation

Tapping Saddles

Curb Stops

Curb Boxes

Valve Boxes

Total Service Cost

Mat'l and Install costs

Cover Page next to:

TOTAL SERVICE LINE COST

Builder's Extension Agreement

Extension:

ATTACHMENT PACKAGE

ATTACHMENTS FOR BUILDER'S EXTENSION AGREEMENT

Submit the following to Aqua Pennsylvania, Inc.:

- a. Applications for Domestic Service and Fire Service (if applicable)
- b. Description and Plan of Extension Project - see Attachment B
- c. Preliminary Cost for Extension Project - see Attachment C
- d. Commitment and Release from Contractor - see attachment D
- e. Builder's Assignment of Contractor's Warranty - see Attachment E
- f. Easements and copies of owner's underlying deeds - see Attachment F
- g. Permits and regulatory approvals - see Attachment G
- h. Administrative Fee - see Attachment H - in the amount of \$
- i. Value Added Fee - see Attachment I - in the amount of \$
- j. Performance Bond or Letter of Credit - see Attachment J
in the amount of \$
- k. Certificates of insurance from Builder and Contractor - see Attachment K
- l. Copy of bond Builder furnishes to township or municipality (or other
satisfactory evidence of adequate financing)
- m. Final, sealed, reproducible plans
- n. Further assurances of Builder's obligations (if requested)
- o. Builder's Extension Agreement executed by Builder

Aqua Pennsylvania, Inc. ("Aqua") will review the submissions, and, if complete and satisfactory, will sign the Builder's Extension Agreement and schedule a pre-construction meeting with the Builder and the Contractor. Upon the execution of the Builder's Extension Agreement, the Attachments will be incorporated into, and made part of, the Agreement and will be binding upon Aqua, Builder and Contractor.

Attachment A-1 (Domestic)

Enclosed is the form "Application for Domestic Water Service Line", (Form D-143), which is to be completed and returned along with the Contract Documents for your project to our New Business Office.

Please make certain to include a list of street addresses and lot numbers with the application. Aqua reserves the right to delay the water main installation until your application(s) for service has been received.

Please allow 10-15 working days for processing your application, at which time you will be notified, by mail of our approval for service for your project.

Should you have any questions or desire additional information regarding the service application(s), please contact Deanna Ciotti in our Springfield office. Ms. Ciotti can be reached at (610) 541-4160.

ALL SERVICE CONNECTIONS WILL REQUIRE A METER PIT. METER PITS MUST BE INSTALLED AT A LOCATION APPROVED BY AQUA'S NEW SERVICE REPRESENTATIVE. NO METERS WILL BE INSTALLED WITHIN ANY BUILDING OR STRUCTURE.

Attachment A-2 (Fire)

Dear Applicant:

Enclosed is the form "Application for Fire Water Service Line or "Application for Combination Domestic and Fire Water Service Line", (Forms D-144 & D-157), **which is to be completed and must include one complete set of P.E. or NICET (Level III or IV) approved sprinkler drawings. The applications and sprinkler drawings must be returned with the Contract Documents for your project to our New Business Office:**

Aqua Pennsylvania, Inc.
Meter Operations Center – 2nd Floor
700 West Sproul Road
Springfield, PA 19064

Please make certain to include a list of street addresses and lot numbers with the application. Aqua reserves the right to delay the water main installation until your application(s) for service has been received.

Please allow 10-15 working days for processing your application, at which time you will be notified, by mail of our approval for service for your project.

Should you have any questions or desire additional information regarding the service application(s), please contact Deanna Ciotti in our Springfield office. Ms. Ciotti can be reached at (610) 541-4160.

ALL SERVICE CONNECTIONS WILL REQUIRE A METER PIT. METER PITS MUST BE INSTALLED AT A LOCATION APPROVED BY AQUA'S NEW SERVICE REPRESENTATIVE. NO METERS WILL BE INSTALLED WITHIN ANY BUILDING OR STRUCTURE.

Attachment B

Description and Plan of Extension Project

Project Description:

See Plan Number:

Attachment C

Preliminary Cost Estimate for Extension Project

Summary of Builder's Costs:

a. Construction Cost to Builder:

Material: \$ _____.
Installation: \$ _____.
Restoration: \$ _____.

Builder's Construction Sub-total: \$ _____.

b. Aqua Administration Fee \$ _____.

c. Aqua Value-added Fee \$ _____.

Administrative / Value Added Sub-total: \$ _____.

d. Total Project Cost to Builder: \$ _____.

Attachment D

Form of Commitment and Release from Contractor

The attached form is to be submitted on Contractor's letterhead, signed by an authorized representative of Contractor.

Date: _____

Aqua Pennsylvania, Inc.
Attention: New Business Representative
762 Lancaster Avenue
Bryn Mawr, PA 19010

Dear Aqua Pennsylvania, Inc.:

In connection with, and consideration for, the agreement between _ (the "Contractor") and _____ (the "Builder") for the construction and installation of a water main and related appurtenances at _____ the "Extension Project"), Contractor acknowledges that Developer has agreed, or will agree, to contribute the completed Project, or portions of the Project as they become completed, to Aqua Pennsylvania, Inc. ("Aqua") pursuant to a Builder's Extension Agreement, and Contractor agrees that Aqua is an intended third party beneficiary of the agreement between the Contractor and Builder (the "Construction Contract"). In addition, Contractor specifically understands and agrees as follows:

1. Contractor has received a copy of, and has read, the Builder's Extension Agreement ("Extension Agreement"). Contractor will be liable with Builder on a joint and severable basis to Aqua for failure to perform the construction and safety aspects of the Extension Project in compliance with the Builder's Extension Agreement.
2. Builder has agreed to assign to Aqua the warranty from the Contractor covering work and materials for the Extension Project made pursuant to the Construction Contract, which is hereby declared to be transferable, and Aqua is the intended third-party beneficiary of such transferable warranty.
3. Contractor is familiar with the requirements and specifications related to work and materials set forth in the Extension Agreement, and all applicable laws, regulations and ordinances, including but not limited to OSHA standards and rules and regulations relating to the installation of water mains and related appurtenances (collectively, the "Requirements"). Contractor will comply with the Requirements and will adequately train its employees and contractors to comply with the Requirements. Contractor will be the employer in control of the safety aspects of the work on the Extension Project. Under no circumstances shall Aqua be deemed to be responsible for the methods of construction or the safety precautions and procedures at the worksite, whether or not an Aqua representative is on site.
4. Contractor agrees to obtain insurance and supply a certificate of insurance to Aqua as set forth in Attachment K to the Extension Agreement on the same terms as the certificate required of Builder.
5. Contractor hereby waives all rights, on behalf of itself, its subcontractors and agents, to file any liens and claims for payment it or any of them may now or hereafter have against the Extension Project and agrees to execute any additional documents as may be required from time to time to effectuate such waiver.

6. Contractor shall release, indemnify, protect, defend, and save harmless Aqua, and all of its directors, officers, employees and agents, (hereinafter sometimes referred to as "indemnified parties") from and against any and all claims, demands, actions, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorneys' fees and costs of investigation) that may be asserted against or incurred by any of such indemnified parties resulting from, arising out of or related to the Project, whether or not caused in whole or in part by the active or passive, sole, concurring, or contributory negligence of a party indemnified hereunder, including, without limitation, claims or liabilities arising out of or related to any and all damage or injury to any person (including loss of life), including any injury or injuries or loss of life to the employees of the Builder or Contractor or any other worker, or any property of any persons, corporations or other associations (including Aqua, Developer, Contractor and each of their directors, officers, employees and agents).

It is the intent of this provision to absolve, protect and defend Aqua and its directors, officers, employees and agents from any and all claims, demands, actions, liability, losses, damages, penalties and expenses (including reasonable attorneys' fees and cost of investigation) arising out of or related to the Project. This indemnity shall be liberally construed in favor of indemnification, in recognition that the Builder and the Contractor are in control of their employees and agents on the work site and all aspects of safety, and the means and methods of construction.

In furtherance of this indemnification, Contractor must promptly report, in writing, to Aqua all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the work site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death, serious personal injury or serious property damage occurs, Contractor will immediately report by telephone or messenger, or both, to Aqua.

An indemnified party shall have the right to approve counsel appointed on its behalf pursuant to this indemnification, and shall be entitled to receive expenses from Contractor pursuant to this indemnification beginning upon receipt by indemnified person of notice of any claim. An indemnified party shall be entitled to costs and expenses from Contractor regardless of the nature of the claim or claims asserted or the dismissal, resolution, settlement or discharge of any claim.

Indemnification pursuant to this Section shall include, without limitation, indemnification for action of any kind whatsoever, whether direct or indirect, by the United States Environmental Protection Agency ("EPA") or Pennsylvania Department of Environmental Protection ("DEP") related to the Project.

The individual provisions of this indemnification are deemed to be severable, and the invalidity or unenforceability of any portion of this indemnification shall not affect or impair such portion to the extent it has been deemed valid and enforceable, nor the remaining provisions of this indemnification, which shall continue in full force and effect.

Name and title of Contractor's authorized representative:

Attachment E

**FORM OF
BUILDER'S ASSIGNMENT
OF CONTRACTOR'S WARRANTY**

BUILDER'S ASSIGNMENT
OF CONTRACTOR'S WARRANTY

Pursuant to and in consideration of the Builder's Extension Agreement between the undersigned and Aqua Pennsylvania, Inc. ("Aqua"), in connection with the installation of a water main and certain appurtenances for the _____ ("Extension Project"), the undersigned _____ ("Builder") hereby assigns to Aqua all of its right, title and interest in and to the warranty of _____ ("Contractor") for the Extension Project, as set forth in sections of the Construction Contract between the undersigned and Contractor in connection with the Extension Project, which is attached hereto ("Contract").

This Assignment shall be effective upon Contribution of the Extension Project to Aqua by the undersigned. If the Contribution of the Extension Project occurs in parts, this Assignment shall be effective with respect to each partial Contribution of the Extension Project at the time Contribution occurs for that part of the Extension Project.

The undersigned will not to amend the warranty provisions of the Contract without the prior written consent of Aqua.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed, the day and year first above written.

WITNESS/ATTEST:

BUILDER: _____

By: _____

Attachment F

Easements

Prior to beginning work on the Extension Project, the Builder will provide Aqua with easement rights, by means of a grant(s) of Easement in the following form, for all areas (excepting existing public rights-of-way where proper occupancy rights have been obtained for the Extension Project) in which the water main extension or any other part of the Extension Project will be installed. Along with the Easement(s), Builder must submit copies of the underlying deeds of the property owners. If Builder is not the owner of all of the property through which the Extension Project will pass, Builder will also need to obtain easement(s) from the owner(s) of the property to allow it access to install the Extension Project.

Notes for preparing easement documents:

- Current property owner must execute the easement. Parcel number, deed date, recording date, etc. should be provided from the deed of the current owner.
- If the County has assigned parcel / folio / UPI numbers to any or all of the proposed lots, you must prepare a separate attachment listing all of these “parcel” numbers.
- **Chester County** requires a street address. This can be the original street address prior to subdivision.
- Type name under each Grantor signature and witness signature.

Prepared by: Aqua Pennsylvania, New Business Office
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
610.525.1400

Return to: "same as above"

Property address: _____, UPI No. _____

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called "GRANTOR," being owner(s) of certain lands and property situate in _____ Township, _____ County, Pennsylvania, and specifically described in Deed dated _____, in Deed Book _____, Page No. _____, Property address: _____, UPI No. _____, in the Office for the Recording of Deeds in and for said County at _____, Pennsylvania, for good and other valuable consideration and intending to be legally bound hereby, does grant, bargain, sell and convey to **AQUA PENNSYLVANIA, INC. ("AQUA")**, a Pennsylvania corporation with its principal offices at 762 Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, its successors and assigns, the Easement and right-of-way (hereinafter called "Easement") at any and all times hereafter to operate, lay, relay, install, inspect, repair, alter, remove, renew and replace through, across and under said lands and property of GRANTOR(s) a water main and appurtenances.

The Easement granted herein to consist of a strip of land twenty and no one-hundredths (20.00) feet wide. Said Easement is to be perpetual for the entire 20-foot width, and exclusive for a ten and no one-hundredths (10.00) foot width centered about the water main and its appurtenances. The perpetual Easement is centered over the water main and its appurtenances. The Easement rights granted herein shall include an additional ten and no one-hundredths (10.00) feet of width of temporary Easement on all sides of said Easement during the initial installation to facilitate the moving and storing of necessary materials and equipment.

Additional perpetual Easement is herewith granted for each water service line that is or will be connected to the water main. Each water service line Easement shall have a width of ten and no one-hundredths (10.00) feet and extend in length from the appropriate sideline of the Easement accommodating the said water main to a point five and no one-hundredths (5.00) feet beyond the shutoff valve (curb stop) for each water service line.

Said 20-foot wide perpetual Easement is shown on **AQUA** Plan _____.

TOGETHER with the rights of ingress, egress and regress to and from said Easement, water main, appurtenances, and water service lines, at any and all times for the purpose of laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing said water main, water service lines and appurtenances, together with the right to move in and use such equipment and materials as may be required to accomplish the foregoing, subject to the obligation of said **AQUA**, its successors and assigns, after laying said water main, water service lines and appurtenances, and after any subsequent maintenance, repair, alteration, removal or

replacement thereof by it or them to restore the surface of the ground disturbed as nearly as practicable to its contour and condition prior to such disturbance thereof.

RESERVING, however, to GRANTOR(s) the right to use the ground over said perpetual Easement for egress and regress, provided such use shall not obstruct the rights herein granted, and, more specifically, GRANTOR(s) agree(s) not to erect any building, structure, trees or shrubs on the perpetual Easement or to change the grade of the ground over the water main, water service lines and appurtenances.

TO HAVE AND TO HOLD all and singular the rights, liberties, privileges, and Easement rights above described with the appurtenances, unto said **AQUA**, its successors and assigns forever.

This Grant and all of the covenants herein contained shall inure to the benefit of and shall be binding upon GRANTOR(s), its (their) successors and assigns, and the **AQUA**, its successors and assigns.

GRANTOR(s) understand(s) and acknowledge(s) that the persons securing this Grant are without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on said **AQUA**, its successors or assigns.

IN WITNESS WHEREOF this instrument is signed and sealed this ____ day of _____, 2020.

GRANTOR (Corporation or LLC)

BY: _____
Print Name:
Title:

GRANTOR (Limited Partnership)
By: (Add name of General Partner) its General Partner

BY: _____
Print Name:
Title:

AQUA PENNSYLVANIA, INC.

BY: _____
Joseph G. Thurwanger
Vice President of Planning and Engineering

Commonwealth of Pennsylvania :

: SS

County of :

On this _____ day of _____ 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ and acknowledged himself/herself/themselves as owner(s) of said property and therefore executed the foregoing instrument for the purposes therein contained by signing his/her/their name

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES

Commonwealth of Pennsylvania :
: SS

County of :

On this _____ day of _____, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself / herself to be the _____ of _____, a Pennsylvania Corporation, and that as such executed the foregoing instrument for the purposes therein contained by signing the name of the said _____ by himself / herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES

Commonwealth of Pennsylvania :

: SS

County of :

On this _____ day of _____ 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself / herself to be _____ of _____, a Pennsylvania limited liability company and that as such executed the foregoing instrument for the purposes therein contained by signing the name of the said _____ by himself / herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES

Commonwealth of Pennsylvania :

: SS

County of :

On this _____ day of _____ 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged to be _____ of _____, General Partner of _____, a Pennsylvania limited partnership and that as such executed the foregoing instrument for the purposes therein contained by signing the name of the said _____ by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES

Commonwealth of Pennsylvania :

: SS

County of :

On this _____ day of _____, 2020, before me, a Notary Public in and for the State and County aforesaid personally appeared **Joseph G. Thurwanger** who acknowledged himself to be the Vice President of Planning and Engineering of AQUA PENNSYLVANIA, INC., and that as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of the said Company by himself as Vice President of Planning and Engineering.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES

Attachment G

Permits and Regulatory Approvals

With the exception of certain road opening permits that may need to be issued in the name of Aqua, the Builder will obtain all permits, licenses, consents and government approvals (including, but not limited to, environmental protection and wetland encroachment permits) required for the Extension Project. Builder will pay the fees and expenses required to obtain all permits and approvals, including reimbursement of Aqua, for permits obtained by Aqua. The Builder is responsible for compliance with the terms of the permits and regulatory approvals. The Builder shall install all fire hydrants on the Extension Project in accordance with the Township's requirements for placement and flow and the fire hydrants shall be billed by Aqua as either public (to the municipality) or private (to the Builder or Homeowner's Association) as directed by the Township on the attached Fire Hydrant approval letter.

Attachment H

Administrative Fee and Administrative Services

Administrative Fee

The Builder is obligated to pay to Aqua an Administrative Fee. The Administrative Fee is calculated in the following manner, which is based on Aqua Pennsylvania Inc.'s average cost experience: (a) One Thousand Two Hundred and Fifty Dollars (\$1,250.00), plus (b) Four Dollars and Forty-Five Cents (\$4.45) multiplied by the planned number of feet of water main in the Extension Project. Builder is not entitled to a refund if actual footage is less than planned footage. Aqua reserves the right to charge Builder for additional footage if actual footage is significantly more than planned footage.

Administrative Services

In exchange for the Administrative Fee, Aqua will, prior to commencement of construction and, if needed, after commencement of construction during the term of this Agreement, prepare and/or review this Agreement and related documents, review and approve Builder's proposed plans for the limited purpose of determining suitability of the Extension Project for addition to Aqua's water system, administer the terms of the Agreement, and review other documents to be submitted, furnished or delivered to Aqua pursuant to this Agreement (collectively, the "Administrative Services"). Aqua Pennsylvania Inc.'s performance of the Administrative Services does not alter the relative responsibilities, liabilities and indemnification of and by the parties as set forth in this Agreement.

Attachment I

Value Added Fee and Value Added Services

Value Added Fee

(a) The Builder is obligated to pay to Aqua a fee calculated in the following manner, which is based on Aqua Pennsylvania Inc.'s average cost experience, determined by the planned number of feet of water main in the Extension Project:

(i) Four Thousand and Eight Hundred Dollars (\$4,800.00) for projects equal to or less than four hundred (400) feet, or for the first four hundred (400) feet for projects in excess of four hundred (400) feet, plus

(ii) Four Dollars and Twenty-Five Cents (\$4.25) per foot for each of the next six hundred (600) feet, plus

(iii) Two Dollars and Seventy-Five Cents (\$2.75) per foot for each foot in excess of one thousand (1,000) feet, plus

(iv) The actual cost to Aqua of providing Value Added Services for unusual or extraordinary site conditions, and for overtime costs for Aqua personnel outside of normal business hours due to Builder's schedule, as set forth in subsection (b).

Builder is not entitled to a refund if actual footage is less than planned footage. Aqua reserves the right to charge Builder for additional footage if actual footage is significantly more than planned footage.

(b) The Value Added Fee footage charges set forth in subsection (a)(i) through (iii) above are based upon the range of usual and ordinary site conditions for the installation of water mains. If Aqua encounters or it becomes apparent that it will encounter, unusual or extraordinary conditions for provision of Value-Added Services to the Extension Project, Builder will pay to Aqua, as provided for in subsection (a) (iv), the actual cost to Aqua of the different or additional Value Added Services required because of the unusual or extraordinary conditions. Aqua will notify Builder of the requirement for, and the amount of, the Value Added Fee which is based on unusual or extraordinary site conditions. In addition, Builder will pay the overtime costs for Aqua personnel outside of normal business hours due to Builder's schedule. After receiving notice of the amount of the Value Added Fee which is required because of unusual or extraordinary conditions or overtime costs, Builder will pay such amount to Aqua prior to beginning or continuing work on the Extension Project.

Value Added Services

In exchange for the Value Added Fee, Aqua will provide to Builder for the Extension Project the following value added services ("Value Added Services"). Value Added Services include materials used unless otherwise specified. Value Added Services, and all aspects of connections to pre-existing facilities related to the Extension Project, are part of the Extension Project and subject to the terms and conditions of this Builder's Extension Agreement in all

respects, including coverage of indemnification and insurance provisions.

(a) Examination and Testing. Upon completion of the Extension Project or any portion prior to Contribution, and at its discretion from time to time during construction, Aqua will schedule a representative to examine and test Builder's work on the Extension Project. The parties will cooperate in coordinating the efforts of the Contractor and the Aqua representative. Examination and testing by the Aqua representative is for the limited purpose of determining suitability of the Extension Project for addition to Aqua's water system and accuracy of the As Built Information, and may include random test holes and other tests and procedures. The Aqua representative has no responsibility or authority to assist, direct, supervise or stop the work of employees or contractors of the Builder or the Contractor, and will not serve or perform the function of an OSHA-competent or other safety person at the construction site. Neither these Value Added Services nor the presence or actions of the Aqua representative at the site of the Extension Project will alter the relative responsibilities, liabilities and indemnification of the parties as set forth in this Agreement. Examination and testing does not constitute acceptance by Aqua. Examination and testing by Aqua or failure of Aqua to disapprove work or materials will not relieve Builder or Contractor from its obligations, including warranty and indemnification provisions, under this Agreement.

(b) Chlorination Treatment. Following completion of the work on the Extension Project, or at such intervals during construction as Aqua may reasonably request, Aqua will perform chlorination treatment of the water mains. If it becomes necessary to place hydrochlorite in a length of pipe, Aqua will furnish the hydrochlorite and Builder will insert it in accordance with Aqua's standard instructions.

(c) Cathodic Protection Specifications. If corrosion control is required as a result of pipeline crossings, soil conditions or for any other reason, in order to construct the Extension Project in a manner which is suitable for addition to Aqua's water system, Aqua will supply specifications for cathodic protection. Builder has sole responsibility for supplying the materials and completing the work to implement cathodic protection.

(d) Hydrostatic and Leakage Test. For the hydrostatic and leakage test to be performed by Builder in accordance with the General Conditions, Aqua will approve the test pressure prior to testing and fill all pipelines, with the assistance of Builder.

(e) Connection to Distribution System. Aqua will make the connection between the Builder's Extension Project and the Aqua distribution facility. Following the Contribution of the Extension Project or portion of the Extension Project, or at an earlier time mutually agreed to by the parties, Aqua will have the right to connect to the water main constructed as the Extension Project under this Agreement for the purpose of providing water service or additions and extensions to Aqua's system. No other connections will take place prior to Contribution of the final portion of the Extension Project without prior written approval of Aqua. For taps of four (4) inches or larger, Aqua will supply and install the tap sleeve and valve, conduct the pressure test and complete the tap operation. For smaller service connections, Aqua will make the service tap and install the corporation stop. Builder will be responsible for supplying all other materials and performing all other construction activities and services for connection, including without limitation excavation and lowering and raising materials and tap machines in the excavation.

(f) **Connection to Pre-Existing Facilities.** As part of the Extension Project, Aqua may approve connection to existing main lines, other facilities of Aqua or fire hydrants which are located on, adjacent to or near the Development. Connections to pre-existing facilities may be for the purposes of providing temporary water service for construction or fire service and/or for permanent incorporation into the water main, service lines or fire hydrant facilities and systems for the Development. Builder will indicate clearly on the plans for the Extension Project (which are submitted to Aqua prior to commencement of construction) all proposed or existing connections to pre-existing facilities. Builder must submit to Aqua, in writing, all requests for proposed connections to pre-existing facilities which arise after commencement of construction. All taps to pre-existing facilities will be performed by Aqua. Connections to pre-existing facilities which are not indicated on the plans for the Extension Project submitted to Aqua prior to commencement of construction are not included in the Value Added Fee, and Builder will pay Aqua its standard fee for such connection services in advance. For taps of four (4) inches or larger, Aqua will supply and install the tap sleeve and valve, conduct the pressure test and complete the tap operation. For smaller service connections, Aqua will make the service tap and install the corporation stop. Builder will be responsible for supplying all other materials and performing all other construction activities and services for connection to pre-existing facilities, including without limitation excavation and lowering and raising materials and tap machines in the excavation. Builder will complete required service applications, and will pay Aqua in accordance with Aqua's tariff, for water service supplied to the Extension Project during construction and prior to Contribution through connections to pre-existing facilities. For fire hydrants to be added to existing mains, Aqua will supply and install the tap sleeve and valve and complete the tap operation, and Builder will install the hydrant lead and the hydrant.

Attachment J

Performance Bond / Letter of Credit

The Builder will furnish to Aqua a Performance Bond in the attached form or an Irrevocable Letter of Credit from a commercial bank or other lending institution acceptable to Aqua for the purpose of securing the performance of Builder under this Agreement, including without limitation the completion of the final cost certification, payments by Builder and the performance of Builder's warranty. The Performance Bond shall be issued by a corporate surety which is licensed to conduct business in Pennsylvania and otherwise satisfactory to Aqua

The term of the Performance Bond or Letter of Credit will begin on the effective date of this Agreement and continue through the term of the Agreement and for a period of one (1) year following Contribution of the final portion of the Extension Project. The Performance Bond will provide for payment to Aqua of an amount equal to not less than one hundred percent (100%) of the total Construction Cost to Builder as shown on Attachment C.

Upon the date which is one month after the effective date of the Contribution of the final portion of the Extension Project, and provided Builder is not in breach of any of the terms of this Agreement, Aqua will release the Performance Bond or Letter of Credit with respect to that amount remaining undrawn which is greater than twenty percent (20%) of the final Construction Cost To Builder certified for the Extension Project (or, if final costs have not been determined at Contribution, the estimated Construction Cost To Builder), and the Performance Bond or Letter of Credit will continue in effect, in the amount remaining unreleased, as security for Builder's warranty to Aqua and its other covenants and representations contained in the Agreement which survive Contribution.

The terms of the Performance Bond and Letter of Credit may provide for their automatic expiration one year after the effective date of Contribution of the final portion of the Extension Project. Upon the expiration of one year after the effective date of Contribution of the final portion of the Extension Project, Aqua will release any amount remaining undrawn under the Performance Bond or Letter of Credit upon request of Builder.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, a Pennsylvania _____ as Principal, and _____, as Surety, are held and firmly bound unto Aqua Pennsylvania, Inc., as Obligee, in the sum of (\$ _____), lawful money of the United States of America, for payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____.

WHEREAS, the above bounden Principal has entered into a *Builder's Extension Agreement* with Aqua Pennsylvania, Inc. to provide a water main and related appurtenance. Upon Aqua Pennsylvania, Inc.'s sole determination of any default or defaults under that agreement, including without limitation default in any representations or warranties of Principal and defaults in payments to be made by Principal, Aqua Pennsylvania, Inc. shall have the right to notify the Surety and if so notified, the Surety shall make prompt payment to Aqua Pennsylvania, Inc. of the amount set forth in such notices, the aggregate not to exceed the sum set forth above.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements and other obligations as evidenced by authorization and release of Aqua Pennsylvania, Inc., then the above obligation shall be null and void; otherwise to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition to or omission from the terms of the Builder's Extension Agreement, the work to be performed thereunder or the attachments to the Builder's Extension Agreement, or any claim to right of set-off by Principal for any reason, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alteration, addition to or omission from the terms of the Builder's Extension Agreement, the work or the related attachments.

This Bond is furnished pursuant to, and is governed by, Pennsylvania law.

Attest:

(Principal):

By: _____

Witness:

(Surety):

By: _____

Letter of Credit

In lieu of a Performance Bond, insert an Irrevocable Letter of Credit from a commercial bank or other lending institution in form and substance acceptable to Aqua.

Attachment K

Insurance

(a) **Required Insurance.** The Builder and the Contractor will each obtain, pay for and maintain during the term of this Agreement and until Contribution of the final portion of the Extension Project such Worker's Compensation, Employers Liability, General Liability and Automobile Liability insurance, as more fully described below, as will protect Aqua from any and all claims and expenses covered by Builder's and/or Contractor's indemnification of Aqua pursuant to the Agreement and from any and all claims resulting from, arising out of or related to the Extension Project for damages for personal injury, including death, and property damage, whether or not the cause is the action, omission or negligence of Builder, Contractor, Aqua, or anyone employed or contracted directly or indirectly by any of them. Insurance policies required under this Agreement, except for Workers' Compensation, must be endorsed to name Aqua and its employees, directors, officers and agents as additional insureds and to make such insurance primary with respect to any insurance which may be carried by Aqua. In addition, the Builder will require that the Contractor also purchase and maintain the types and amounts of insurance coverage described in this Attachment K. In each case, the insurer must be a responsible insurance company or companies authorized and qualified to do business in Pennsylvania and otherwise satisfactory to Aqua. In the event the Builder or Contractor required to provide insurance pursuant to this Section is unable to obtain coverage in a single policy of insurance, it will furnish a policy covering its liability and, in addition, a protective liability policy in favor of Aqua.

(b) **Certificates of Insurance.** Prior to the commencement of construction, the Builder and the Contractor will each furnish to Aqua Certificates of Insurance, or letters or other documentation from the insurer, satisfactory to Aqua, which evidence insurance coverages which comply with this Section. Each certificate must provide for thirty (30) days prior notice (to be sent by registered or certified mail, with return receipt requested) to the Builder and Aqua of any cancellation or amendment of the insurance coverage.

(c) **Risk of Loss; Failure to Maintain or Collect Insurance.** The entire care and responsibility of the work to be performed by or on behalf of Builder and Contractor under this Agreement, the risk of damage to the construction work, and the risk of damage to any persons or other property are that of Builder and Contractor. Damages, losses and expenses caused by failure of Builder or Contractor to obtain and maintain insurance as required by this Section, or failure to pursue a claim or collect the proceeds will not relieve Builder or Contractor from the responsibility of performance in accordance with this Agreement or from bearing the liability for such damages, losses and expenses.

(d) Required Coverage. The types and amounts of insurance shall be as follows:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$100,000 per accident \$500,000 policy limit \$100,000 per employee
Commercial General Liability	\$2,000,000 Combined single limit bodily injury and property damage, each occurrence and aggregate
Automobile Liability	\$1,000,000 Combined single limit, each occurrence
Umbrella Liability	\$5,000,000 Combined single limit bodily injury and property damage, each occurrence and aggregate

In addition, the insurance coverage provided to Aqua shall not exclude claims against Aqua and its employees and agents by employees (or representatives of those employees) of the Builder or Contractor.

If there is a possibility of special hazards in the performance of this Agreement, they shall be covered by a rider or riders to the policy or policies.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Producer

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

YOUR INSURANCE BROKER OR AGENT

COMPANIES AFFORDING COVERAGE

COMPANIES AFFORDING COVERAGE
YOUR INSURANCE COMPANY

Insured

- Company A
- Company B
- Company C
- Company D

ABC CONSTRUCTION COMPANY
123 MAIN STREET
ANYTOWN, PA 12345

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POL. EFF. DATE (MM/DD/YY)	POL. EXP. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	12345678	1/1/00	1/1/01	GENERAL AGGREGATE \$2,000,000
	X COMMERCIAL GEN LIABILITY OWNERS & CONTRACTOR'S PROT				PRODUCTS-COMP/OP AGG \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one Fire) MED EXP (Any one person)
A	AUTOMOBILE LIABILITY	12345678	1/1/00	1/1/01	COMBINED SINGLE LIMIT \$1,000,000
	X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE
B	EXCESS LIABILITY	12345678	1/1/00	1/1/01	EACH OCCURRENCE \$5,000,000
	X UMBRELLA FORM				AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	12345678	1/1/00	1/1/01	STATUTORY LIMITS X \$100,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: INCL. EXCL. THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: INCL. EXCL.				EL EACH ACCIDENT \$100,000 EL DISEASE-POLICY LIMIT \$500,000 EL DISEASE-EA EMPLOYEE \$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Aqua Pennsylvania, Inc., its employees, directors, officers, agents are listed as additional insured for the main extension project. This insurance shall be primary with respect to any insurance, which may be carried by Aqua Pennsylvania, Inc.

CERTIFICATE HOLDER

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attn: New Business Representative

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attachment H

2021 Aqua Financial Statements

INCOME STATEMENT

Income Statement

JOB SUBMISSION PARAMETERS

GL293 Date: 03/09/22
Time: 11:14

User Name: AQUAAMERICA\burnsk
Job Name: PAINCSTMT
Step Nbr: 1

Main

Company: 15 AQUA PENNSYLVANIA INC. USD
or Company Group:

Year Code:
or Year: 2021
Period Range: 12- 12

Organization

Accounting Units:

Accounting Unit List:

Level Group:

Individual Reporting

Company: X Level One: Level Two:
Level Three: Level Four: Level Five:

Report Options

Chart Depth: All
Account Detail: S Subaccount
Suppress Zero Accounts: Y Yes
Report Sequence: L Level
Budget:
Report Currency: B Base
XBRL Tag: N No

Income Statement

GL293 Date 03/09/22
Time 11:15

Company 15 - AQUA PENNSYLVANIA INC.

USD

Page 1

Income Statement
For Period 12 Through 12 Ending December 31, 2021 Fiscal Year 2021

Consolidated AQUA PENNSYLVANIA INC. Consolidated AQUACHART

Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
NETPROFIT	Net Profit		32,141.94	2,451.63	30,673.29
NETINCOME	Net Income		310,570,416.62	25,985,114.93	318,190,211.32
NIBT	Net Income Before Taxes		108,546,401.53	8,058,263.70	102,713,516.32
OPER INC	Operating Income		1,481,338.51	1,462,670.86	18,329,697.19
TOTREV	Revenue		654,145.02	8,481,675.45	8,254,557.99
OPREV	OPREV		3,080.92	41,740.43	224,501.75
OPREV-WTR	OPREV-WTR		1,062,231.46	1,058,209.17	12,878,316.09
460100-0000	Unmetered Rev-RESIDENTIAL	2,225.86	25,118,034.34	540,018.98	6,505,768.06
461100-0000	Metered Sales-Residential	8,660,124.59	18,683,089.15	178,705.27	2,078,549.40
461200-0000	Metered Sales-Commercial	1,481,338.51	654,145.02	229,052.99	2,635,538.82
461300-0000	Metered Sales-Industrial	3,080.92	76,323.98	76,609.74	495,985.82
461400-0000	Metered Sales-Public Authority	1,062,231.46	12,792,948.31	1,058,209.17	12,878,316.09
461605-0000	Metered Sales - Bulk Water	543,476.11	6,519,980.27	540,018.98	6,505,768.06
462000-0000	Metered Fire Protection Rev	176,038.46	2,099,416.43	178,705.27	2,078,549.40
462100-0000	Public Fire Protection	260,163.33	2,972,592.77	229,052.99	2,635,538.82
462200-0000	Private Fire Protection	67,217.51	524,604.72	76,609.74	495,985.82
466000-0000	Sales for Resale-Metered	9,500.00	251,385.00	11,700.00	51,703.77
471000-0000	Misc Srv Rev	73,428.53	581,929.87	64,394.81	860,552.79
471010-0000	Misc Srv Rev-RECONNECTION FEE	16,779.32	71,996.87	1,420.00	21,635.00
471050-0000	Misc Srv Rev-LATE PAYMENT FEES	0.00	50.00	0.00	100.00
471060-0000	Misc Srv Rev-BAD CHECK FEE	2,396,280.62	21,335,733.96	690,879.35	3,682,858.12
471070-0000	Misc Srv Rev-NEW ACCT FEE	11.36	622.53	0.00	1,217.84
471100-0000	Misc Srv Rev-DSIC IMPRV SURCH				
471200-0000	Misc Srv Rev-ST TAX ADJ SURCH				
Total OPREV-SWR		40,524,053.22	493,540,064.34	38,990,539.69	476,952,947.89
OPREV-SWR	OPREV-SWR				
521100-0000	SW-Flat Rate Rev-Residential	481,304.29	5,905,178.04	505,409.80	5,868,956.60
521200-0000	SW-Flat Rate Rev-Commercial	120,113.88	1,473,114.27	114,870.77	1,433,233.99
521600-0000	SW-Flat Rate Rev-Other Syste	1,289.17	7,771.33	0.00	0.00
521700-0000	SW-Flat Rate Rev-Avail Lot	0.00	693.02	0.00	0.00
522100-0000	SW-Measured Rev-Residential	1,610,215.03	18,589,091.39	1,378,793.33	16,710,472.41
522200-0000	SW-Measured Rev-Commercial	662,544.42	8,395,856.14	478,798.26	6,429,743.91
522300-0000	SW-Measured Rev-Industrial	348.17	3,851.91	302.55	3,684.71
522400-0000	SW-Measured Rev-Pub Authority	102,065.73	1,315,264.89	106,781.52	1,284,873.39
532000-0000	SW-Forfeited Discounts/Abate	7,062.75	63,164.86	6,127.74	63,705.05
536000-0000	SW-Other WW Revenues	771.17	284.39	19.62	219.62
536030-0000	SW-Other WW Rev-DSIC	56,843.88	707,007.32	24,249.45	134,046.24
Total OPREV-SWR		3,041,016.15	36,459,891.52	2,615,353.04	31,928,935.92
Total OPREV		43,565,069.37	529,999,955.86	41,605,892.73	508,881,883.81
NON OPER REV	NON-OPER REV				
415000-0000	Rev-Merch,Job,Contract	511.00	23,193.38	511.00	79,937.73
415010-0000	Rev-Contract-WW Billing	233,410.94	2,802,110.58	233,485.94	2,801,476.98
415020-0000	Rev-Contract-Lab Services	22,229.00	327,289.90	67,246.00	557,562.00
421020-0000	Nonutil Inc-Rental Prop	7,215.00	32,023.50	7,857.50	27,393.75
421030-0000	Nonutil Inc-Antennae	194,804.92	2,333,380.97	164,917.36	2,208,860.84
421501-0000	Nonutil Inc-Ums Outside Serv	47,077.45	445,825.87	43,599.07	437,537.92
421900-0000	Nonutil Inc-Other	29,906.74	1,438,013.60	80,292.73	3,189,600.57
Total NON-OPER REV		535,155.05	7,401,837.80	597,909.60	2,923,168.65

Income Statement

Income Statement For Period 12 Through 12 Ending December 31, 2021

Consolidated AQUA PENNSYLVANIA INC. Consolidated AQUACHART

Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
	Total Revenue	44,100,224.42	537,401,793.66	42,203,802.33	511,805,052.46
	Utility Costs & Expenses				
	Operations & Maint				
OM LABOR					
601110-0000	WT-Source Oper LBR-Employ-Rg	31,651.78	252,615.88	25,123.34	265,007.60
601119-0000	WT-Source Oper LBR-Employ-OT	3,668.34	20,418.37	1,066.88	20,295.24
601210-0000	WT-Source Maint LBR-Employ-Rg	40,975.67	329,145.37	34,780.97	217,561.82
601219-0000	WT-Source Maint LBR-Employ-OT	5,943.90	49,500.94	4,975.33	26,162.37
601310-0000	WT-WTRTRT Oper LBR-Employ-Rg	537,227.86	5,853,707.81	491,647.82	5,221,112.00
601319-0000	WT-WTRTRT Oper LBR-Employ-OT	126,836.84	918,301.37	89,444.25	779,479.17
601410-0000	WT-WTRTRT Maint LBR-Employ-Rg	4,409.25	5,384.94	5,384.94	164,094.28
601419-0000	WT-WTRTRT Maint LBR-Employ-OT	601.86	21,188.34	2,003.61	24,643.11
601510-0000	WT-T&D Oper LBR-Emp-Sys-GEN-Rg	663,012.70	4,710,638.01	451,084.34	4,004,121.30
601519-0000	WT-T&D Oper LBR-Emp-Sys-GEN-OT	16,118.34	105,099.43	9,503.34	76,032.42
601520-0000	WT-T&D Oper LBR-Emp-Sy-Main-Rg	22,699.16	256,162.24	5,300.21	209,768.51
601529-0000	WT-T&D Oper LBR-Emp-Sy-Main-OT	901.27	5,281.26	0.00	5,902.10
601530-0000	WT-T&D Oper LBR-Emp-Sy-Srv-Rg	53.35	793.67	555.88	1,757.76
601539-0000	WT-T&D Oper LBR-Emp-Sy-Srv-OT	0.00	2,850.84	0.00	0.00
601540-0000	WT-T&D Oper LBR-Emp-Sy-Mtr-Rg	80,244.81	802,377.24	44,805.46	717,872.34
601549-0000	WT-T&D Oper LBR-Emp-Sy-Mtr-OT	7,268.41	102,951.15	4,069.58	97,430.98
601550-0000	WT-T&D Oper LBR-Emp-Sy-Hyd-Rg	64,228.59	759,008.50	59,303.31	777,383.41
601559-0000	WT-T&D Oper LBR-Emp-Sy-Hyd-OT	30,832.43	181,734.94	23,695.82	183,277.03
601560-0000	WT-T&D Oper LBR-Emp-Lost Tm-Rg	17,589.09	173,791.52	10,696.90	173,753.66
601569-0000	WT-T&D Oper LBR-Emp-Lost Tm-OT	1,451.47	8,104.83	741.26	8,159.55
601570-0000	WT-T&D Oper LBR-Emp-Oth Wrk-Rg	20,607.38	311,661.85	24,445.19	340,232.68
601579-0000	WT-T&D Oper LBR-Emp-Oth Wrk-OT	58,943.68	311,544.46	39,923.59	212,222.11
601610-0000	WT-T&D Maint LBR-Emp-Sy-GEN-Rg	67,599.51	552,637.57	33,580.35	324,312.83
601619-0000	WT-T&D Maint LBR-Emp-Sy-GEN-OT	7,178.16	68,877.50	7,274.05	55,316.19
601620-0000	WT-T&D Maint LBR-Emp-Sy-Main-R	4,470.10	73,840.52	125.63	166,112.13
601629-0000	WT-T&D Maint LBR-Emp-Sy-Main-O	1,123.55	23,287.57	4,196.99	46,446.52
601630-0000	WT-T&D Maint LBR-Emp-Sy-Srv-Rg	101,663.74	1,050,958.74	58,360.24	764,664.39
601639-0000	WT-T&D Maint LBR-Emp-Sy-Srv-OT	14,708.96	187,055.55	6,715.02	116,435.93
601640-0000	WT-T&D Maint LBR-Emp-Sy-Mtr-Rg	3,078.19	142,913.69	260.33	133,315.18
601649-0000	WT-T&D Maint LBR-Emp-Sy-Mtr-OT	45.80	7,976.53	1,458.31	16,542.44
601650-0000	WT-T&D Maint LBR-Emp-Sy-Hyd-Rg	7,152.73	129,714.42	24,802.87	180,472.77
601659-0000	WT-T&D Maint LBR-Emp-Sy-Hyd-OT	197.14	6,029.39	1,887.86	6,518.15
601660-0000	WT-T&D Maint LBR-Emp-LostTm-Rg	5,848.49	167,406.12	21,602.62	144,666.44
601669-0000	WT-T&D Maint LBR-Emp-LostTm-OT	5,433.74	71,119.52	8,483.03	50,325.65
601670-0000	WT-T&D Maint LBR-Emp-OthWrk-Rg	3,699.33	31,984.96	2,317.14	28,952.63
601679-0000	WT-T&D Maint LBR-Emp-OthWrk-OT	368.02	7,613.53	112.54	3,120.52
601710-0000	WT-Cust Accts Labor-Employ-Rg	41,658.22	538,124.70	42,466.83	585,649.05
601719-0000	WT-Cust Accts Labor-Employ-OT	1,937.45	29,744.64	1,759.87	27,418.25
601810-0000	WT-A & G Labor-Employ-Rg	1,070,684.27	12,730,113.83	1,411,842.91	12,939,357.28
601819-0000	WT-A & G Labor-Employ-OT	102,503.56	773,100.56	70,276.02	732,151.15
603810-0000	WT-A & G Labor-Officers, Exec	55,224.48	451,321.86	36,810.52	582,557.67
603820-0000	WT-A & G Labor-Bonuses	179,393.00	1,303,511.00	306,840.00	2,003,984.47
603840-0000	WT-A & G Labor-Stock Option Co	3,987.39	51,698.83	9,755.06	140,596.26
603842-0000	WT-A & G PSU Amortization	86,573.62	520,506.78	42,292.18	358,358.45
603843-0000	WT-A & G RSU Amortization	30,318.20	281,685.08	19,535.72	265,432.27
650520-0000	WT-Trans-T&D Op-Payrol-RG	51,676.38	492,596.33	32,869.00	488,252.70
650529-0000	WT-Trans-T&D Op-Payrol-OT	12,081.21	95,319.25	6,570.32	85,444.84

Income Statement

GL293 Date 03/09/22
Time 11:15

Company 15 - AQUA PENNSYLVANIA INC.

USD

Page 3

Income Statement
For Period 12 Through 12 Ending December 31, 2021 Fiscal Year 2021

Consolidated AQUA PENNSYLVANIA INC. AQUACHART

Consolidated

Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
OM LABOR					
701110-0000	SW-Collect Oper-LBR-Employ-Rg	518.80	569.70	0.00	0.00
701119-0000	SW-Collect Oper-LBR-Employ-OT	0.00	41.40	0.00	0.00
701310-0000	SW-Pump Oper-LBR-Employ-Rg	5,869.87	98,103.24	10,052.26	114,694.68
701319-0000	SW-Pump Oper-LBR-Employ-OT	1,535.25	26,016.41	1,207.11	24,316.50
701410-0000	SW-Pump Maint-LBR-Employ-Rg	0.00	1,374.69	0.00	2,615.44
701419-0000	SW-Pump Maint-LBR-Employ-OT	332.10	420.69	0.00	238.29
701510-0000	SW-T&D Oper-LBR-Employ-Rg	42,290.44	218,320.46	22,768.82	150,574.67
701519-0000	SW-T&D Oper-LBR-Employ-OT	2,921.50	17,091.33	1,651.15	13,794.07
701710-0000	SW-Cust Accts-LBR-Employ-Rg	222.23	3,260.11	143.38	3,991.57
701719-0000	SW-Cust Accts-LBR-Employ-OT	77.64	1,154.29	0.00	1,170.41
701810-0000	SW-A&G-LBR-Employ-Rg	242,818.80	2,447,536.07	170,765.37	2,180,854.86
701819-0000	SW-A&G-LBR-Employ-OT	45,909.80	262,299.39	27,341.60	195,121.70
703810-0000	SW-A&G-LBR-Officers, Executives	0.00	290.68	0.00	0.00
750520-0000	SW-Trans-T&D OP-Payroll-RG	868.00	9,675.00	513.00	2,090.00
	Total OM LABOR	3,937,235.85	38,157,839.04	3,715,200.12	36,462,135.79
OM EMP BEN					
604810-0000	WT-A&G Emp-HEALTH PLANS	0.00	442.40	0.00	0.00
604813-0000	WT-A&G Emp-DENTAL PLAN	38,602.70	449,573.56	44,795.61	540,444.26
604815-0000	WT-A&G Emp-HIMARK	50.00	50.00	0.00	0.00
604820-0000	WT-A&G Emp-KEYSTONE HMO	712,481.27	8,392,337.10	695,513.89	8,363,517.37
604822-0000	WT-A&G Emp-Insurance Payments	147,470.81	1,604,705.08	132,079.00	1,479,615.78
604824-0000	WT-A&G Emp-Contributions Dent	4,925.48	58,408.48	3,881.43	47,654.03
604827-0000	WT-A&G Emp-Pension Service Co	1,420,939.50	17,051,262.00	798,050.00	9,576,600.00
604828-0000	WT-A&G Emp-OPEB Service Costs	173,296.11	2,079,553.00	112,097.50	1,345,170.00
604829-0000	WT-A&G Emp-Nonqual Service Co	11,791.64	141,500.00	10,623.92	127,487.04
604837-0000	WT-A&G Emp-CONTRIB THRIFT PL	166,458.02	1,561,974.84	97,727.13	1,362,397.35
604838-0000	WT-Aqua Year End Contribution	69,804.00	817,032.95	45,000.00	773,778.11
604840-0000	WT-A&G Emp-GROUP LIFE INS	18,120.61	213,866.56	17,857.00	212,703.40
604842-0000	WT-A&G Emp-LTD INSURANCE	21,979.10	268,883.84	21,744.84	261,674.86
604845-0000	WT-A&G Emp-EDUCATION	1,664.95	46,786.40	13,527.39	65,378.80
604850-0000	WT-A&G Emp1-WELFARE EXP-Gen	0.00	0.00	0.00	2,097.70
604852-0000	WT-A&G Emp-BACKGROUND CHECKS	0.00	0.00	0.00	4.95
604855-0000	WT-A&G Emp-EASE CONTRACT	0.00	39,881.16	9,783.18	36,501.30
604857-0000	WT-A&G Emp-FLOWERS & FRUIT	424.18	3,042.02	398.99	2,541.15
604860-0000	WT-A&G Emp-RETIREMENT LUNCHS	0.00	600.00	0.00	2,406.79
604864-0000	WT-A&G Emp-PROF SERV - HR	0.00	3,350.00	7,955.00	7,955.00
604867-0000	WT-A&G Emp-TUITION RFND-NONTAX	600.00	76,536.61	3,224.00	68,420.24
604880-0000	WT-A&G Fees COLI Accounts	4,921.43	49,112.94	3,724.56	47,840.76
604891-0000	WT-A&G Emp1-INTERCO BENEFITS	150,813.90	1,715,434.98	147,969.10	1,619,201.21
704845-0000	SW-A&G Emp1-EDUCATION	3,975.00	3,975.00	0.00	0.00
704850-0000	SW-A&G Emp1-WELFARE EXP-Gen	122.57	2,007.13	103.69	1,564.23
704891-0000	SW-A&G Emp1-INTERCO BENEFITS	145,359.46	1,654,788.09	140,500.01	1,548,515.67
	Total OM EMP BENEFITS	2,463,797.07	29,195,007.06	1,717,449.34	20,941,358.48
OM PRCH WTR					
610100-0000	WT-Purchased Water	381,199.09	4,732,165.15	410,881.21	4,808,831.54
	Total OM PURCH WATER	381,199.09	4,732,165.15	410,881.21	4,808,831.54
OM PRCH WW T					
710500-0000	SW-Purchased WW-T&D-OPER	636,837.65	6,805,626.74	436,912.02	5,028,151.65

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Company 15 - AQUA PENNSYLVANIA INC.
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Consolidated		AQUA PENNSYLVANIA INC.		Consolidated		AQUACHART	
Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date		
OM PRCH WW T	OM PURCH WW TRMT						
710510-0000	SW-Purchased WW Hauling-T&D-OP	80,293.50-	969,724.00	0.00	0.00		
	Total OM PURCH WW TRMT	556,544.15	7,775,350.74	436,912.02	5,028,151.65		
OM SLUDGE	OM SLUDGE						
711500-0000	SW-Sludge Removal-T&D-OPER	119,638.16	1,147,648.22	95,560.95	1,046,248.55		
	Total OM SLUDGE	119,638.16	1,147,648.22	95,560.95	1,046,248.55		
OM PRCH PWR	OM PURCH POWER						
615100-0000	WT-Purchased Power-SOURCE OPER	292,234.10	5,998,500.22	533,617.39	7,665,181.89		
615300-0000	WT-Purchased Power-TREAT OPER	49,664.96	155,577.47	30,186.93-	120,279.89		
615500-0000	WT-Purchased Power-T&D OPER	102,706.23	1,160,803.96	104,662.55	1,374,533.52		
615800-0000	WT-Purchased Power-A & G EXPS	19,632.86	274,771.19	27,901.71	304,525.53		
616100-0000	WT-Fuel PWR prod-SOURCE OPER	13,365.50	183,704.10	12,521.50	215,846.91		
616300-0000	WT-Fuel PWR Prod-TREAT OPER	0.00	3,226.38	2,334.45	4,173.20		
616500-0000	WT-Fuel PWR Prod-T&D OPER	80.39	3,672.17	711.74	2,184.99		
616700-0000	WT-Fuel PWR Prod-CUST ACCTS	2,049.22	6,780.32	0.00	2,423.69		
616800-0000	WT-Fuel PWR Prod-A & G EXPS	17,858.80	111,192.09	8,263.29	68,004.20		
715100-0000	SW-Purchased PWR-Collect Oper	118,488.81	1,299,908.91	143,387.47	1,340,752.47		
715300-0000	SW-Purchased PWR-Pump Oper	45.65	587.81	627.48	1,794.38		
716100-0000	SW-Fuel PWR prod-Collect Oper	4,865.64	48,661.32	6,562.33	51,451.21		
716300-0000	SW-Fuel PWR Prod-Pump Oper	0.00	643.61-	100.56-	5,731.63		
	Total OM PURCH POWER	620,992.16	9,246,742.33	810,302.42	11,156,883.51		
OM CHEMICALS	OM CHEMICALS						
618300-0000	WT-Chem-WTRTRT-OPER-GENERAL	62,903.49	718,167.76	61,171.23	673,741.70		
618315-0000	WT-Chem-WTRTRT-OPER-LIQUI ALUM	70,192.10	1,207,103.11	99,133.95	1,125,138.97		
618320-0000	WT-Chem-WTRTRT-OPER-CAUSTIC	14,159.43	214,305.50	7,256.00	175,601.62		
618325-0000	WT-Chem-WTRTRT-OPER-CHLORINE	38,544.65	414,905.41	25,755.03	393,747.07		
618330-0000	WT-Chem-WTRTRT-OPER-COAGULANTS	39,068.17	480,952.93	27,797.30	489,547.46		
618335-0000	WT-Chem-WTRTRT-OPER-FLUORIDE	2,741.52	32,562.50	1,910.98	29,056.62		
618340-0000	WT-Chem-WTRTRT-OPER-HYPOCHLORI	20,200.59	239,163.46	26,680.29	237,960.19		
618345-0000	WT-Chem-WTRTRT-OPER-POLYPHOSPH	31,338.67	417,252.05	36,547.74	355,586.30		
618350-0000	WT-Chem-WTRTRT-OPER-ZINC ORTHO	9,344.08	183,200.42	19,831.36	231,757.65		
618353-0000	WT-Chem-WTRTRT-OPER-POLYMER	10,014.34	183,694.60	16,337.80	165,322.42		
618355-0000	WT-Chem-WTRTRT-OPER-SODA ASH	0.00	0.00	0.00	24		
618360-0000	WT-Chem-WTRTRT-OPER-PERCOL	1,690.50	23,155.50	3,312.00	29,988.00		
618363-0000	WT-Chem-WTRTRT-OPER-SOLAR SALT	78.40	1,096.70	364.00	6,815.11		
618365-0000	WT-Chem-WTRTRT-OPER-LIME	12,275.71	275,099.49	19,903.61	233,378.12		
618367-0000	WT-Chem-WTRTRT-OPER-COPPER SUL	0.00	1,020.03	0.00	772.75		
618375-0000	WT-Chem-WTRTRT-OPER-CARBON	117,157.56	885,278.45	69,128.06	801,033.13		
618385-0000	WT-Chem-WTRTRT-OPER-POTAPERM	0.00	25,266.60	0.00	56,866.30		
618390-0000	WT-Chem-WTRTRT-OPER-AMMONIA	9,273.61	153,703.11	9,656.84	141,122.82		
618395-0000	WT-Chem-WTRTRT-OPER-MISC Chem	2,999.40	64,143.73	5,676.23	67,426.00		
718300-0000	SW-Chem-Pump Oper-GENERAL	56,418.20	540,800.13	9,253.51	506,902.91		
	Total OM CHEMICALS	498,400.42	6,060,871.48	439,715.93	5,721,765.38		
OM SUPPLIES	OM SUPPLIES						
620100-0000	WT-Mat&Sup-Source OPER	5,558.73	53,404.52	5,720.21	53,562.01		
620200-0000	WT-Mat&Sup-Source MAINT	275.58	7,284.43	464.84	4,229.11		
620300-0000	WT-Mat&Sup-WTRTRT OPER	63,280.92	451,198.81	37,661.53	452,508.70		
620400-0000	WT-Mat&Sup-WTRTRT MAINT	3,657.79	60,107.05	4,878.44	69,751.40		

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Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
OM SUPPLIES					
620500-0000	WT-Mat&Sup-T&D OPER-Gen	46,761.84	63,708.66	5,360.00-	20,046.87-
620501-0000	WT-Mat&Sup-T&D OPER-Mains	1,654.80	22,186.72	958.90	46,662.15
620502-0000	WT-Mat&Sup-T&D OPER-Services	437.44	15,333.64	1,116.95	19,435.06
620503-0000	WT-Mat&Sup-T&D OPER-Hydrants	0.00	0.00	0.00	700.30
620504-0000	WT-Mat&Sup-T&D OP-FRIEGHT	1,181.62	12,032.03	1,860.66	10,998.32
620506-0000	WT-Mat&Sup-T&D OP-MAINT OF OTH	0.00	673.04	0.00	482.97
620507-0000	WT-Mat&Sup-T&D OP-OBSOLETE INV	21,071.28	101,061.55	12,779.07	98,389.07
620508-0000	WT-Mat&Sup-T&D OP-INVENT PRICE	4,263.06-	30,380.91-	4,434.60	189,132.66
620509-0000	WT-Mat&Sup-T&D OP-SALT SUPPLY	20,314.62	148.23	1,090.96-	937.77
620510-0000	WT-Mat&Sup-T&D OP-BUILDING SUP	0.00	1,530.00	0.00	0.00
620511-0000	WT-Mat&Sup-T&D OP-MAINT SUPPLY	5,733.86	43,487.65	9,821.41	42,352.42
620512-0000	WT-Mat&Sup-T&D OP-MAINT SUPPLY	31,953.78	357,963.26	35,154.35	414,197.46
620513-0000	WT-Mat&Sup-T&D OP-MAINT SUPPLY	22,286.66	533,319.63	70,841.61	673,427.14
620514-0000	WT-Mat&Sup-T&D OP-TOOL PURCH	26,410.64	154,376.04	5,772.62	99,420.30
620600-0000	WT-Mat&Sup-T&D MAINT-Gen	12,927.94	45,508.44	749.38	35,904.55
620601-0000	WT-Mat&Sup-T&D MAINT-Mains	16,388.37	167,338.02	16,551.17	135,445.28
620602-0000	WT-Mat&Sup-T&D MAINT-Services	7,390.66	97,155.22	3,703.13	50,848.24
620603-0000	WT-Mat&Sup-T&D MAINT-Meters	2,729.51	52,724.41	2,720.35	58,236.73
620604-0000	WT-Mat&Sup-T&D MAINT-Hydrants	5,992.51	33,923.27	43,407.29	66,367.98
620608-0000	WT-Mat&Sup-T&D OBSOLETE INV	0.00	5.28	0.00	0.00
620609-0000	WT-Mat&Sup-T&D INVENT PRICE	467.78	695.22	0.00	221.04
620610-0000	WT-Mat&Sup-T&D INVENT PRICE	435.66	3,726.96	487.60	1,279.95
620611-0000	WT-Mat&Sup-T&D BUILDING SUP	0.00	0.00	0.00	14.80
620612-0000	WT-Mat&Sup-T&D MAINT SUPPLY	55.73	1,039.01	541.04	1,892.03
620613-0000	WT-Mat&Sup-T&D MAINT SUPPLY	0.00	3,358.75	53.59	1,592.65
620614-0000	WT-Mat&Sup-T&D MAINT SUPPLY	1,296.61	30,847.09	1,865.37	29,068.45
620700-0000	WT-Mat&Sup-Cust Accts	0.00	85.59	20.50	248.50
620800-0000	WT-Mat&Sup-A & G	753.83	13,581.95	243.67	13,463.46
620801-0000	WT-Mat&Sup-A&G-Build & Grounds	4,860.92	43,157.61	625.53	94,642.19
620802-0000	WT-MAT&SUP-A&G-PAPER	0.00	201.26	201.25	1,205.40
720200-0000	SW-Mat&Sup-Collect Maint	0.00	0.00	0.00	84.63
720300-0000	SW-Mat&Sup-Pump Oper	16,119.05	182,052.70	16,956.28	144,487.65
720400-0000	SW-Mat&Sup-Pump Maint	0.00	0.00	0.00	908.91
720500-0000	SW-Mat&Sup-T&D Oper	0.00	0.00	0.00	708.48
720512-0000	SW-Mat&Sup-T&D OP-MAINT SUPPLY	0.00	1,171.08	896.63	4,785.15
720600-0000	SW-Mat&Sup-T&D Maint	0.00	0.00	0.00	4,380.21
720612-0000	SW-Mat&Sup-T&D MAINT SUPPLY	2,627.82	11,595.59	0.00	13,610.17
Total OM SUPPLIES		318,362.89	2,535,601.80	274,037.01	2,815,536.42
OM OS ENGINEER					
631200-0000	WT-Cont Serv-Eng-Source MAINT	0.00	0.00	0.00	7,332.26
631600-0000	WT-Cont Serv-Eng-T&D MAINT	0.00	0.00	0.00	11,254.47
631800-0000	WT-Cont Serv-Eng-A & G	8,481.25	134,793.38	9,498.78	151,320.48
731800-0000	SW-Cont Serv-Eng-A&G	0.00	4,100.00	0.00	0.00
Total OM OS ENGINEER		8,481.25	138,893.38	9,498.78	169,907.21
OM OS ACCNT					
632800-0000	WT-Cont Serv-Acct-A & G	104,412.38	841,525.14	62,107.62	695,402.62
732800-0000	SW-Cont Serv-Acct-A&G	10,326.50	85,292.30	5,600.00	69,581.00
Total OM OS ACCOUNTING		114,738.88	926,817.44	67,707.62	764,983.62

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Consolidated		AQUA PENNSYLVANIA INC.		Consolidated		AQUACHART	
Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date		
OM OS LEGAL	OM OS LEGAL						
633800-0000	WT-Cont Serv-Legl-A & G	50,083.11	562,108.20	65,358.44	580,610.31		
733800-0000	SW-Cont Serv-Legal-A&G	0.00	642.00-	9,687.75-	250.34-		
	Total OM OS LEGAL	50,083.11	561,466.20	55,670.69	580,359.97		
OM MGMT FEES	OM MGMT FEES						
634900-0000	WT-Corp Mgmt Fees Only	2,734,058.62	17,931,542.13	2,139,090.85	17,813,810.32		
734900-0000	SW-Corp Mgmt Fees Only	270,371.41	1,773,419.27	211,550.18	1,653,087.75		
	Total OM MGMT FEES	3,004,430.03	19,704,961.40	2,350,641.03	19,466,898.07		
OM OS LABTEST	OM OS LAB TESTING						
635300-0000	WT-Cont Serv-Testg-WTRT OPER	105,457.49	438,380.74	49,970.57	287,864.50		
635400-0000	WT-Cont Serv-Testg-WTRT MAINT	1,125.00	4,975.00	35.00	2,337.00		
735300-0000	SW-Cont Serv-Test-Pump Oper	842.00	1,660.68	0.00	0.00		
735400-0000	SW-Cont Serv-Test-Pump Maint	37,028.45	467,092.75	86,712.54	459,853.31		
	Total OM OS LAB TESTING	144,452.94	912,109.17	136,718.11	750,054.81		
OM OS OTHER	OM OS OTHER						
636100-0000	WT-Cont Serv-Oth-Source OPER	15,633.29	106,058.61	8,005.68	78,206.79		
636200-0000	WT-Cont Serv-Oth-Source MAINT	23,777.93	301,452.97	40,370.90	223,934.03		
636300-0000	WT-Cont Serv-Oth-WTRT OPER	6,432.14	122,071.37	6,171.50	47,631.31		
636310-0000	WT-Cont Serv-Oth-Basin-lag Cln	160,608.08	707,827.53	57,425.86	623,107.60		
636500-0000	WT-Cont Serv-Oth-T&D OPER-Gen	503,292.66	1,407,765.31	286,897.10	1,678,295.27		
636501-0000	WT-Cont Serv-Oth-T&D OPER-Main	31,995.44	363,515.78	64,520.43	319,477.28		
636502-0000	WT-Cont Serv-Oth-T&D OPER-Serv	2,395.60	4,334.84	0.00	7,286.84		
636503-0000	WT-Cont Serv-Oth-T&D OPER-Metr	0.00	170,607.05	41,085.95	186,870.31		
636504-0000	WT-Cont Serv-Oth-T&D OPER-Hyd	644.51	2,695.27	3,705.88	8,636.78		
636600-0000	WT-Cont Serv-Oth-T&D MAINT-Gen	143,999.17	1,056,406.33	90,009.71	798,841.38		
636601-0000	WT-Cont Serv-Oth-T&D MAINT-Mai	86,519.53	191,597.45	4,586.29	25,550.38		
636602-0000	WT-Cont Serv-Oth-T&D MAINT-Srv	5,331.00	9,929.70	0.00	12,659.67		
636604-0000	WT-Cont Serv-Oth-T&D MAINT-Hyd	0.00	5,232.00-	20,096.00	51,947.22		
636610-0000	WT-Cont Serv-Oth-Build&Grounds	123,707.03	1,625,635.04	101,718.52	1,396,116.39		
636611-0000	WT-Cont Serv-Grounds Care	11,021.55	809,970.47	106,398.39	604,612.39		
636620-0000	WT-Cont Serv-Oth-MAINT&Constr	1,821.34	115,104.52	0.00	11,528.65-		
636630-0000	WT-Cont Serv-Oth-Security	39,028.84	520,800.72	39,598.11	550,695.67		
636640-0000	WT-Cont Serv-Oth-Temp Help	7,640.00	21,955.75	9,584.75	35,972.75		
636700-0000	WT-Other ACO Direct costs	55,949.56	757,563.40	83,168.68	565,928.65		
636710-0000	WT-WorkFlow Processing Fee	72,916.94	857,164.51	82,849.88	908,142.56		
636720-0000	WT-WorkFlow Billing Postage	108,888.33	1,272,949.42	114,405.31	1,322,127.42		
636730-0000	WT-ACO Allocation	402,325.81	4,901,284.03	475,077.26	4,963,579.82		
636740-0000	WT-ACO Lockbox Fees	45,779.73	578,143.74	48,266.00	609,241.06		
636800-0000	WT-Cont Serv-Oth-A&G	247,344.83	935,505.64	8,306.54-	816,313.44		
636801-0000	WT-Cont Serv-Oth-CC	66,189.55	728,872.88	55,722.30	689,602.00		
736200-0000	SW-Cont Serv-Oth-Collect Maint	36,726.25	361,521.95	33,623.62	209,074.75		
736300-0000	SW-Cont Serv-Oth-Pump Oper	30,203.15	399,965.69	30,800.29	293,858.19		
736400-0000	SW-Cont Serv-Oth-Pump Maint	36,242.91	308,744.00	80,738.75	313,266.58		
736500-0000	SW-Cont Serv-Oth-T&D Oper	44,842.95	951,374.83	49,012.04	735,812.81		
736600-0000	SW-Cont Serv-Oth-T&D Maint	40,565.85	639,743.80	36,858.97	481,968.82		
736610-0000	SW-Cont Serv-Oth-Build&Grounds	9,372.50	43,564.37	8,480.00	37,338.17		
736700-0000	SW-Other ACO Direct costs	25.65	2,241.60	309.30	1,237.08		
736710-0000	SW-WorkFlow Processing Fee	8,055.63	82,367.80	6,559.04	87,808.33		

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OM OS OTHER					
736720-0000	SW-WorkFlow Billing Postage	10,845.22	125,506.48	10,538.28	127,607.20
736730-0000	SW-ACO Allocation	39,790.46	484,740.37	46,985.66	461,853.22
736740-0000	SW-ACO Lockbox Fees	1,393.16	19,054.31	1,075.17	13,043.84
736800-0000	SW-Cont Serv-Oth-A&G	78,059.89	420,274.89	57,151.20	485,537.85
736900-0000	SW-Cont Serv-Oth-Recl WT	0.00	0.00	0.00	160.00
	Total OM OS OTHER	2,558,789.81	21,435,077.86	2,093,522.90	19,762,388.30
OM OS CMPSVS					
636820-0000	WT-Cont Serv-Oth-A&G-SFTW MANT	99,042.07	434,695.50	21,957.99	306,544.47
736810-0000	SW-Cont Serv-Oth-A&G-HRDW MANT	0.00	0.00	0.00	6,387.20
736820-0000	SW-Cont Serv-Oth-A&G-SFTW MANT	0.00	4,750.00	0.00	7,881.00
	Total OM OS COMP SVS	99,042.07	439,445.50	21,957.99	320,812.67
OM LEASES					
641100-0000	WT-Rent Bldg/RP-Source OPER	42,069.41	504,890.98	39,024.61	468,419.52
641500-0000	WT-Rent Bldg/RP-T&D OPER	13,656.98	41,935.51	0.00	31,025.95
641800-0000	WT-Rent Bldg/RP-A & G	494.43	5,933.16	845.85	6,463.46
642300-0000	WT-Rent Equip-WTRTRT OPER	930.00	10,418.23	839.55	5,882.25
642400-0000	WT-Rent Equip-WTRTRT MAINT	0.00	2,249.72	0.00	0.00
642800-0000	WT-Rent Equip-A & G	2,740.74	27,185.32	3,622.19	37,676.54
741100-0000	SW-Rent Bldg/RP-Collect Oper	3,118.79	37,425.48	3,118.79	36,498.29
741800-0000	SW-Rent Bldg/RP-A&G	6,215.47	74,585.86	6,566.90	80,790.52
	Total OM LEASES	69,225.82	704,624.26	54,017.89	666,756.53
OM TRANS					
650500-0000	WT-Trans-T&D OP-GENERAL	0.00	2,471.20	0.00	0.00
650511-0000	WT-Trans-T&D OP-OUTSIDE SVC	15,129.63	205,763.19	15,808.40	207,568.09
650512-0000	WT-Trans-T&D OP-CAR ALLOWANC	0.00	0.00	0.00	189.00
650513-0000	WT-Trans-T&D OP-CAR WASH TCK	248.00	2,101.22	69.13	938.39
650514-0000	WT-Trans-T&D OP-LICENSES	1,980.00	126,287.65	669.95	109,052.68
650515-0000	WT-Trans-T&D OP-LEASE	7,295.18	119,125.20	38,875.03	98,171.96
650531-0000	WT-Trans-T&D OP-DIESEL	8,213.74	143,879.77	8,841.79	154,006.34
650532-0000	WT-Trans-T&D OP-GASOLINE	85,005.38	1,063,308.66	96,112.51	1,025,141.15
650533-0000	WT-Trans-T&D OP-MOTOR OIL	6,422.30	50,348.07	0.00	24,150.38
650534-0000	WT-Trans-T&D OP-CNG Fuel	4,768.77	62,780.91	3,232.05	64,598.84
650540-0000	WT-Trans-T&D OP-PARTS AUTO&MCH	77,006.34	430,243.92	43,108.02	434,571.48
650544-0000	WT-Trans-T&D OP-TIRES	5,673.28	101,749.64	7,014.15	95,558.91
650545-0000	WT-Trans-T&D OP-TOOL PURCHASES	2,122.81	12,369.14	2,230.45	49,140.20
650551-0000	WT-Trans-T&D OP-CLEARING RES	133,972.10	1,335,654.94	98,569.37	1,174,945.27
650555-0000	WT-Trans-T&D OP-CRASH	24,275.56	131,126.01	31,306.79	37,556.99
650611-0000	WT-Transportation-T&D-Outside	0.00	0.00	0.00	105.00
650800-0000	SW-Trans-A & G	7,956.62	98,650.57	7,263.10	63,428.67
750515-0000	SW-Trans-T&D OP-Lease	3,139.00	100,299.55	9,135.49	29,835.37
750532-0000	SW-Trans-T&D OP Gasoline	3,635.00	42,125.00	3,080.79	7,703.39
750540-0000	SW-Trans-T&D Ops-Parts Auto &	1,196.00	11,747.00	661.83	2,329.83
750800-0000	SW-Trans-A&G	0.00	360.50	256.70	2,971.60
	Total OM TRANSPORTATION	105,505.15	1,130,831.86	90,006.85	1,035,729.08
OM INSURANCE					
656800-0000	WT-Ins-Vehicle-A & G	18,287.00	219,435.23	21,132.44	253,662.97
657800-0000	WT-Ins-Gen Liab-A & G	309,053.17	3,707,853.47	241,430.53	2,896,372.24

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AQUA PENNSYLVANIA INC.

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AQUACHART

Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
OM INSURANCE					
658800-0000	WT-Ins-Work Comp-A & G	84,719.00	1,016,627.70	109,793.05	1,317,881.85
659800-0000	WT-Ins-Other-A & G	113,678.00	1,374,135.77	112,029.00	1,255,029.26
757800-0000	SW-Ins-Gen Liab-A&G	8,902.00	106,816.00	2,969.85	35,639.85
758800-0000	SW-Ins-Work Comp-A&G	827.00	9,940.00	472.07	5,672.07
759800-0000	SW-Ins-Other-A&G	3,007.00	36,084.00	2,396.08	28,760.08
Total OM INSURANCE		538,473.17	6,470,892.17	490,223.02	5,793,145.32
OM OTHER					
660800-0000	WT-Advertising-A & G	554.21	175,771.07	99,259.00	200,124.60
675200-0000	WT-Misc-SRC MAINT	0.00	674.96	0.00	55.10
675300-0000	WT-Misc-WTRTRT OPER	6,507.97	46,591.51	4,107.89	39,747.62
675400-0000	WT-Misc-WTRTRT MAINT	564.02	46,109.58	362.38	6,794.25
675500-0000	WT-Misc-T&D OPER	0.00	303.19	0.00	61.44
675600-0000	WT-Misc-T&D MAINT	306.81	5,514.84	266.17	5,709.34
675800-0000	WT-Misc-A&G	684,812.84	2,775,115.15	50,517.62	124,202.79
675802-0000	WT-Misc-A&G-ACT&EVNT 100% D	0.00	262.50	0.00	1,389.00
675803-0000	WT-Misc-A&G-Chamber Commerce	51,193.40	146,840.90	0.00	94,503.50
675804-0000	WT-Misc-A&G-ACT&EVNT 50% D	8,679.36	14,560.93	4,000.00	35,852.57
675805-0000	WT-Misc-A&G-Civic Org Events	240.00	240.00	0.00	0.00
675808-0000	WT-Misc-A&G-COMM EXP	36,664.97	409,662.94	37,292.36	406,198.01
675810-0000	WT-Misc-A&G-DATA LINES	72,487.49	781,106.81	52,387.70	649,439.40
675816-0000	WT-Misc-A&G-CONTRIB	0.00	0.00	16,10.59	119.59
675819-0000	WT-Misc-A&G-Office Supplies	45,909.96	344,795.17	16,136.92	276,793.64
675820-0000	WT-Misc-A&G-DIRECTORS	0.00	55.00	0.00	0.00
675824-0000	WT-Misc-A&G-DUES	34,755.25	516,352.74	31,813.66	475,180.03
675825-0000	WT-Misc-A&G-Promotional Items	1,230.46	43,762.16	5,107.13	27,005.39
675827-0000	WT-Misc-A&G-FINES&PENALTIES	0.00	11,110.00	3,500.00	4,500.00
675828-0000	WT-Misc-A&G-LIC&PER	43,788.89	706,095.53	12,268.09	654,784.82
675830-0000	WT-Misc-A&G-MAIL&POST	781.91	26,128.33	36.26	24,112.73
675831-0000	WT-Misc-A&G-MAIL OVERNIGHT	6,387.80	82,724.06	6,473.62	85,962.74
675832-0000	WT-Misc-A&G-MAINT	9,740.33	160,359.37	13,397.69	119,265.74
675834-0000	WT-Misc-A&G-MEALS 100% DED	5,469.75	57,216.10	5,974.31	50,408.26
675836-0000	WT-Misc-A&G-MEALS 50% DED	10,397.42	101,001.73	5,525.80	62,847.00
675840-0000	WT-Misc-A&G-SEMINARS	2,264.28	34,692.11	599.34	23,770.73
675842-0000	WT-Misc-A&G-SUBSCRIPT	3,060.96	24,700.42	2,212.36	40,675.65
675846-0000	WT-Misc-A&G-TRV	456.65	21,034.43	143.70	39,702.67
675847-0000	WT-Misc-A&G-TRV-Auto Mile Reim	850.86	8,343.51	303.04	7,410.52
675848-0000	WT-Misc-A&G-TRV-RENTAL CAR	104.33	328.20	0.00	93.17
675849-0000	WT-Misc-A&G-TRV-Airplane	0.00	1,644.66	0.00	689.86
675850-0000	WT-Misc-A&G-TRV-HOTEL	2,199.79	27,100.53	506.35	14,352.70
675856-0000	WT-Misc-A&G-UNIFORMS	20,388.89	203,838.95	13,784.93	194,945.99
675857-0000	WT-Misc-A&G-Bond Trustee Fee	42,592.18	224,034.72	1,000.00	164,166.53
675858-0000	WT-Misc-A&G-Bank Fees	3.00	36.00	3.00	5,531.56
675859-0000	WT-Misc-A&G-CO Exp-All Other	0.00	0.00	0.00	1,000.00
675861-0000	WT-Misc-A&G-SERVICE CLEARING	0.00	11,160.92	417.07	6,332.92
675862-0000	WT-Misc-A&G-Interco Billing	0.00	0.00	1,299.11	15,175.38
675863-0000	WT-Misc-A&G-INTRACO CLEARING	224,569.07	2,591,525.78	106,667.47	1,309,910.04
675864-0000	WT-Misc-A&G-Claims	8,728.69	230,378.11	19,096.99	328,001.27
675865-0000	WT-Misc-A&G-AR/AP Adj	.05	.05	.05	.45
675866-0000	WT-Misc-A&G-Utilities	3,252.78	17,414.41	3,268.08	18,889.68
675872-0000	WT-Misc-A&G-Security Comm.	8,259.30	181,050.16	17,829.39	191,750.45

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AQUA PENNSYLVANIA INC.

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Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
OM OTHER					
676210-0000	WT-Cap OH Credit-Labor	163,135.48-	2,012,872.94-	134,531.58-	2,158,432.56-
676220-0000	WT-Cap OH Credit-Benefits	475,736.50-	7,476,450.12-	445,409.87-	7,146,181.97-
676230-0000	WT-Cap OH Credit-PR Taxes	107,777.86-	1,329,834.33-	88,636.92-	1,422,096.16-
676240-0000	WT-Cap OH Credit-Other	157,147.82-	1,938,993.26-	119,511.52-	1,917,449.73-
775300-0000	SW-Misc-Pump Oper	0.00	200.00	0.00	300.00
775400-0000	SW-Misc-Pump Maint	0.00	1,390.00	0.00	0.00
775800-0000	SW-Misc-A&G	39,585.54	64,001.34	251.54	6,362.51
775805-0000	SW-Misc-A&G-Civic Org Events	0.00	0.00	0.00	284.97
775808-0000	SW-Misc-A&G-COMM EXP	18,440.65	118,933.86	8,086.57	102,305.84
775810-0000	SW-Misc-A&G-DATA LINES	3,498.46	37,462.26	3,059.58	48,252.69
775819-0000	SW-Misc-A&G-Office Supplies	341.69	8,744.55	2,299.96	10,671.24
775824-0000	SW-Misc-A&G-DUES	0.00	140.00	0.00	1,094.25
775825-0000	SW-Misc-A&G-Promotional Items	209.08	309.08	0.00	0.00
775827-0000	SW-Misc-A&G-FINES&PENALTIES	0.00	0.00	0.00	1,555.00
775828-0000	SW-Misc-A&G-LIC&PER	1,050.00	42,616.94	14,868.85	72,203.09
775830-0000	SW-Misc-A&G-MAIL&POST	0.00	426.01	0.00	62.31
775831-0000	SW-Misc-A&G-MAIL OVERNIGHT	20.48	3,919.26	16.91	2,322.77
775834-0000	SW-Misc-A&G-MEALS 100% DED	142.07	2,204.72	87.81	513.26
775836-0000	SW-Misc-A&G-MEALS 50% DED	215.53	3,414.86	27.79	2,204.42
775840-0000	SW-Misc-A&G-SEMINARS	0.00	5,353.00	260.00	2,179.50
775842-0000	SW-Misc-A&G-SUBSCRIPT	0.00	289.65	0.00	681.14
775846-0000	SW-Misc-A&G-TRV	2.00	12.50	0.00	627.78
775850-0000	SW-Misc-A&G-TRV-HOTEL	0.00	1,028.43	0.00	923.76
775856-0000	SW-Misc-A&G-UNIFORMS	47.55	3,011.01	194.00	2,333.53
775858-0000	SW-Misc-A&G-Bank Fees	0.00	0.00	0.00	858.00
775860-0000	SW-Misc-A&G-Payroll Overhead	0.00	63.22	0.00	809.88
775865-0000	SW-Misc-A&G-AR/AP Adj	0.00	0.00	0.00	37.05
775866-0000	SW-Misc-A&G-Utilities	10,843.04	85,486.23	11,826.25	105,782.37
	Total OM OTHER	50,869.86	7,571,566.83-	445,784.53-	9,221,645.79-
OM BAD DEBT					
670700-0000	WT-Bad Debt Expense-Cust Accts	198,227.82	2,961,899.33	119,717.09	1,537,063.46
670710-0000	WT-Recovery of Bad Debt	28,419.88-	444,387.84-	22,188.78-	358,322.30-
670720-0000	WT-Bad Debt Reserve Change	93,837.99	1,875.51	884,545.21-	1,255,823.84
770700-0000	SW-Bad Debt Exp-Cust Accts	12,022.88	592,296.38	271,547.54	336,659.05
770710-0000	SW-Recovery of Bad Debt	2,796.75-	266,132.69-	1,466.77-	17,129.59-
770720-0000	SW-Bad Debt Reserve Change	284,860.90-	103,096.31	339,969.28-	67,170.54
	Total OM BAD DEBT	11,988.84-	2,948,647.00	856,905.41-	2,821,265.00
NON OPER EXP					
416000-0000	Exp-Merch, Job, Contract	7,327.00	66,284.64	9,125.80	89,742.21
416010-0000	Exp-Merch, Job, Contract-WW Bill	97,829.49	367,668.45	35,360.23	288,277.42
416020-0000	Exp-Merch, Job, Contract-Lab Tst	0.00	207.70	0.00	56.26
416030-0000	Exp-Non Oper Contract-Labor-Rg	0.00	1,229.28	242.31	19,618.22
416039-0000	Exp-Non Util Exp-RENTAL PROP	0.00	531.00	0.00	1,358.43
426020-0000	Misc NonUtil Exp-ANTENNAE	2,118.75	6,654.48	0.00	4,921.12
426030-0000	Misc NonUtil Exp-DEVELOPER-Rg	3,373.00	18,154.19	0.00	26,743.65
426040-0000	Misc NonUtil Exp-DEVELOPER-OT	34,816.55	426,978.98	25,308.41	431,248.04
426049-0000	Misc NonUtil Exp-CHARIT CONTR	3,099.78	73,582.61	4,683.26	56,120.44
426060-0000	Misc NonUtil Exp-ACQUISITIONS	50,060.00	202,298.00	924.00	2,809,317.48
426080-0000	Misc NonUtil Exp-ACQUISITIONS	52,771.58	2,661,728.10	88,229.96	2,420,198.59

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AQUACHART

Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
ALL INT EXP	All Interest Expense				
INTEREST EXP	INTEREST EXP				
427200-0000	Interest Expense-Short-Term De	37,152.78	328,399.32	37,068.21	542,625.04
427300-0000	Interest Expense-Long-Term Deb	6,006,940.66	72,338,455.88	6,119,691.86	74,096,893.75
427500-0000	Interest Expense-Other	0.00	215.56	0.00	297.69
427600-0000	Amort-Debt Issuance Costs	49,002.07	589,671.15	54,123.71	664,120.99
427700-0000	Amort-Premium/Disc on Debt	5,936.00	71,232.00	5,936.00	71,232.00
	Total INTEREST EXP	6,087,159.51	73,185,509.91	6,204,947.78	75,232,705.47
INTEREST INC	INTEREST INC				
419010-0000	Interest Inc-Other	0.00	0.00	0.00	303.14
419015-0000	Interest Inc-Banks	242.20	1,498.80	0.00	807.52
419030-0000	Interest Inc-Service Lines	0.00	7.64	0.00	12.35
	Total INTEREST INC	242.20	1,506.44	0.00	1,123.01
AFUDC	AFUDC				
420001-0000	Allow Funds Used During Const-	224,457.47	2,137,789.46	160,244.69	1,783,108.15
420002-0000	Allow Funds Used During Const-	825,881.42	6,963,456.31	466,108.33	4,417,856.73
	Total AFUDC	1,050,338.89	9,101,245.77	626,353.02	6,200,964.88
	Total All Interest Expense	5,036,578.42	64,082,757.70	5,578,594.76	69,030,617.58
OTHER NET	OTHER RETIRE				
404827-0000	Pension - Non Service Cost	420,939.50	5,051,262.00	48,050.00	576,600.00
404828-0000	OPEB - Non Service Cost	12,944.36	155,338.00	48,253.75	579,045.00
404829-0000	Nonqual - Non Service Cost	19,609.42	235,299.00	18,440.50	221,286.00
	Total Other Components of Net	414,274.44	4,971,301.00	18,644.25	223,731.00
ASSET SALE	ASSET SALE				
414000-0000	Net (Gain) Loss Utility Prop	70,820.73	822,352.69	141,242.68	401,559.39
	Total ASSET SALE	70,820.73	822,352.69	141,242.68	401,559.39
	Total Other Net	485,095.17	5,793,653.69	122,598.43	177,828.39
	Total Other Income Expenses	4,551,483.25	58,289,104.01	5,455,996.33	68,852,789.19
	Total Net Income Before Taxes	13,097,437.85	202,255,920.95	14,359,324.77	187,589,728.52
INCOME TAXES	INCOME TAXES				
409101-0000	Federal Income Tax	2,927,952.00	6,258,129.79	1,955,944.00	10,715,548.75
409111-0000	State Income Tax	2,137,314.00	689,571.64	5,106,117.00	5,204,617.19
410101-0000	Deferred Federal Income Taxes	574,427.00	1,802,198.00	2,899,384.00	9,502,044.00
410111-0000	Deferred State Income Taxes	562,380.00	2,705,544.00	5,685,429.00	6,044,571.00
412100-0000	ITC-Def Future Periods	63,353.00	253,413.00	63,353.00	253,413.00
	Total INCOME TAXES	3,991,812.00	2,186,546.43	1,586,105.00	120,137.94
	Total Net Income	17,089,249.85	200,069,374.52	15,945,429.77	187,469,590.58
	Total Net Profit	17,089,249.85	200,069,374.52	15,945,429.77	187,469,590.58

BALANCE SHEET

Balance Sheet

GL292 Date: 03/09/22
Time: 11:21

JOB SUBMISSION PARAMETERS

User Name: AQUAAMERICA\burnsk
Job Name: AABS
Step Nbr: 1

Main

Company: 15 AQUA PENNSYLVANIA INC. USD
or Company Group:
Year Code:
or Year: 2021
Period: 12

Organization

Accounting Units:

Accounting Unit List:

Level Group:

Individual Reporting

Company: X Level One: Level Two:
Level Three: Level Four: Level Five:

Report Options

Chart Depth: All
Account Detail: S Subaccount
Suppress Zero Accounts: Y Yes
Report Sequence: L Level
Report Currency: B Base
XBRL Tag: N No

Balance Sheet

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AQUA PENNSYLVANIA INC. Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
ASSETS	Assets and Other Debits				
NET PLANT	Net Plant				
NETUTIL PLANT	Net Utility Plant				
UTIL PLANT	Utility Plant				
PPE	PPE				
103000-0000	Property Held for Future Use	4,425,555.81	4,507,408.12	81,852.31-	1.8-
104000-0000	Utility Plant Purchased/Sold	1,500,000.00	30,921,923.32	29,421,923.32-	95.1-
106000-0000	PPE-Unclass Complete Construct	225,392,806.25	167,038,252.31	58,354,553.94	34.9
300000-0000	PPE-Utility Plant in Service	5,453,368,192.66	5,150,479,523.80	302,888,668.86	5.9
300001-0000	PPE-Dedicated Property Estimate	1,133,898.00	4,646,277.07	3,512,379.07-	75.6-
	Total PPE	5,685,820,452.72	5,357,593,384.62	328,227,068.10	6.1
UTIL PLT ACQ	UTIL PLT ACQ ADJ				
114000-0000	U Plant Acq Adj	17,827,762.25-	17,840,762.25-	13,000.00	1.
115000-0000	Accum Amort Util Plant Acq Adj	17,325,521.34	16,265,788.21	1,059,733.13	6.5
	Total UTIL PLT ACQ ADJ	502,240.91-	1,574,974.04-	1,072,733.13	68.1-
	Total Utility Plant	5,685,318,211.81	5,356,018,410.58	329,299,801.23	6.1
ACCUM DEPR	ACCUM DEPR				
108000-0000	AD-General	1,262,084,438.46-	1,146,869,097.07-	115,215,341.39-	10.0
	Total ACCUM DEPR	1,262,084,438.46-	1,146,869,097.07-	115,215,341.39-	10.0
	Total Net Utility Plant	4,423,233,773.35	4,209,149,313.51	214,084,459.84	5.1
CWIP	CWIP				
105015-0000	CWIP-Contributed Property	39,840,403.35	39,429,138.90	411,264.45	1.0
105016-0000	CWIP-Advances	69,894,268.93	55,113,104.30	14,781,164.63	26.8
105020-0000	CWIP-Capital-Payroll-Rg	176,905,881.98	166,114,407.63	10,791,474.35	6.5
105029-0000	CWIP-Capital-Payroll-OT	42,520,655.67	39,538,559.07	2,982,096.60	7.5
105030-0000	CWIP-ACCOUNTS PAYABLE	3,381,933,790.88	3,109,888,305.15	272,045,485.73	8.7
105040-0000	CWIP-INVENTORY	379,667,499.67	346,366,342.75	33,301,156.92	9.6
105050-0000	CWIP-TRANSPORTATION	27,217,725.91	25,882,070.97	1,335,654.94	5.2
105060-0000	CWIP-GENERAL OVERHEAD	15,881,091.32	7,833,416.13	8,047,675.19	102.7
105070-0000	CWIP-PAYROLL OVERHEAD	165,770,737.52	153,179,291.20	12,591,446.32	8.2
105080-0000	CWIP-AFUDC	11,868,929.76	11,868,929.76	0.00	
105081-0000	CWIP-AFUDC Debt	26,517,648.69	24,389,870.75	2,127,777.94	8.7
105085-0000	CWIP-AFUDC Equity	31,286,716.99	26,342,485.08	4,944,231.91	18.8
105090-0000	CWIP-CLOSING	4,217,607,302.68-	3,889,768,986.06-	327,838,316.62-	8.4
	Total CWIP	151,698,047.99	116,176,935.63	35,521,112.36	30.6
	Total Net Plant	4,574,931,821.34	4,325,326,249.14	249,605,572.20	5.8
OTHER PROP/I	Other Property and Investment				
OTHER PPE	OTHER PPE				
121000-0000	Nonutility Property	28,846,739.50	28,758,975.46	87,764.04	.3
122000-0000	Accum Depr/Amort-Nonutil Prop	5,393,632.06-	4,845,766.44-	547,865.62-	11.3
	Total OTHER PPE	23,453,107.44	23,913,209.02	460,101.58-	1.9-
CURRENT	Total Other Property and Inves	23,453,107.44	23,913,209.02	460,101.58-	1.9-
CASH IN BANK	Current and Accrued Assets				
131200-0000	CASH IN BANK	0.00	5,002,000.00	5,002,000.00-	100.0-
	Cash				

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CASH IN BANK					
131211-0000	Cash-FIDELITY S&L	0.00	112,566.39	112,566.39-	100.0-
131218-0000	Cash-NAT.CITY-SHENANGO	45,232.81	17,794.46	27,438.35	154.2
131230-0000	Cash-PNC	2,149,992.65	231,197.01	1,918,795.64	829.9
131254-0000	CASH-WAYNE PENNVEST ESCROW	403,284.70	401,839.90	1,444.80	.4
WORKING FUND					
134000-0000	Working Funds	3,053.45	3,053.45	0.00	
134010-0000	Working Funds-OFFICE FUNDS	14,050.00	14,050.00	0.00	
Total WORKING FUND					
CUST A/R		17,103.45	17,103.45	0.00	
141000-0000	Customer Accounts Receivable	55,015,007.43	50,834,751.37	4,180,256.06	8.2
141010-0000	Customer AR Non CIS	13,621.37-	0.00	13,621.37-	
OTHER AR					
142000-0000	Total CUST A/R	55,001,386.06	50,834,751.37	4,166,634.69	8.2
142080-0000	Other A/R	640,039.21	814,825.97	174,786.76-	21.5-
172000-0000	Other A/R-Contract Ops	93,781.54	125,318.61	31,537.07-	25.2-
	Rents Receivable	900.00	600.00	300.00	50.0
RESERVE UN					
143000-0000	Total OTHER AR	734,720.75	940,744.58	206,023.83-	21.9-
	RESERVE - UN				
	RESERVE-UNCOLLECTABLE ACCTS	11,316,506.65-	10,799,644.79-	516,861.86-	4.8
INTERCO					
NONSYSINTCO	Total RESERVE - UN	11,316,506.65-	10,799,644.79-	516,861.86-	4.8
145014-0000	ALL INTERCOMPANY				
	NON SYSTEM INTERCOMPANY				
	InterCompany Acct Co 14 - Resource	28,338,136.02-	28,338,136.02-	0.00	
SYSTEMINT					
INTERCOMPANY	Total AR AFFILIATES	28,338,136.02-	28,338,136.02-	0.00	
911000-0000	ALL SYSTEM INTER&ZONE				
911100-0000	SYSTEM INTERCOMPANY				
911400-0000	Sys IntComp Acct Co 10 - Corp	39,547,577.45-	9,752,957.45-	29,794,620.00-	305.5
911800-0000	Sys IntComp Acct Co 11 - Serv	8,412,291.37-	6,133,984.84-	2,278,306.53-	37.1
911900-0000	Sys IntComp Acct Co 14 - Aqua Reso	0.00	7,901.43	7,901.43-	100.0-
912300-0000	Sys IntComp Acct Co 18 - Cust Serv	488,189.14-	578,857.81-	90,668.67	15.7-
912400-0000	Sys IntComp Acct Co 19 - Aqua Infr	0.00	667.31	667.31-	100.0-
912500-0000	Sys IntComp Acct Co 23 - OH	21,955.19	35,324.16	13,368.97-	37.8-
913100-0000	Sys IntComp Acct Co 24 - IL	11,920.39	7,282.79	4,637.60	63.7
913200-0000	Sys IntComp Acct Co 25 - NJ	7,014.52	14,761.51	7,746.99-	52.5-
913400-0000	Sys IntComp Acct Co 31 - TX	0.00	2,078.66	2,078.66-	100.0-
913500-0000	Sys IntComp Acct Co 32 - IN	0.00	61.97-	61.97	100.0-
	Sys IntComp Acct Co 34 - VA	0.00	913.62-	913.62-	100.0-
	Sys IntComp Acct Co 35 - NC	0.00	6,168.07	6,168.07-	100.0-
INTRAZONE					
921501-0000	Total SYSTEM INTERCOMPANY	48,407,167.86-	16,390,764.52-	32,016,403.34-	195.3
921502-0000	SYSTEM ZONE				
921503-0000	IntraZone Acct Co 15 Zone 1	344,530,210.62-	332,613,341.14-	11,916,869.48-	3.6
	IntraZone Acct Co 15 Zone 2	331,627,390.38	318,056,535.42	13,570,854.96	4.3
	IntraZone Acct Co 15 Zone 3	1,632,954.65	1,450,136.83	182,817.82	12.6

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INTRAZONE					
921504-0000	IntraZone Acct Co 15 Zone 4	16,432,494.79	15,431,509.56	1,000,985.23	6.5
921506-0000	IntraZone Acct Co 15 Zone 6	1,250,387.89	1,470,036.76	219,648.87	14.9
921507-0000	IntraZone Acct Co 15 Zone 7	54.91	54.91	0.00	
921508-0000	IntraZone Acct Co 15 Zone 8	6,412,962.18	3,794,822.52	2,618,139.66	69.0
	Total SYSTEM ZONE	0.00	0.00	0.00	
	Total ALL SYSTEM INTER&ZONE	48,407,167.86	16,390,764.52	32,016,403.34	195.3
MATERIALS AN					
151000-0000	Plant Material & Supplies	76,745,303.88	44,728,900.54	32,016,403.34	71.6
	Total MATERIALS AN	16,420,957.47	6,695,112.19	9,725,845.28	145.3
	Total MATERIALS AN	16,420,957.47	6,695,112.19	9,725,845.28	145.3
UNBILLED REV					
173000-0000	Unbilled Revenue	24,431,222.60	23,579,553.14	851,669.46	3.6
173010-0000	Unbilled Revenue Non CIS	2,397,343.07	1,598,511.36	798,831.71	50.0
	Total UNBILLED REV	26,828,565.67	25,178,064.50	1,650,501.17	6.6
OTHER PREPAY					
162000-0000	Other Prepays	3,000,000.00	3,006,836.49	6,836.49	.2
162130-0000	OTHER PPD-REAL ESTATE TAX	192,121.30	71,178.23	120,943.07	169.9
162140-0000	OTHER PPD-PUC ASSESSMENT	1,191,131.00	1,038,493.00	152,638.00	14.7
162150-0000	OTHER PPD-SBA ASSESSMENT	81,595.00	42,415.00	39,180.00	92.4
162160-0000	OTHER PPD-CONS ADVOC ASSMT	396,882.00	373,297.00	23,585.00	6.3
162165-0000	OTHER PPD-DPC ASSESSMENT	20,871.00	6,345.00	14,526.00	228.9
162170-0000	OTHER PPD-AWWA DUES	10,058.00	10,247.00	189.00	1.8
	Total OTHER PREPAY	4,892,658.30	4,548,811.72	343,846.58	7.6
	Total Current and Accrued Assets	18,432,091.33	38,451,440.24	20,019,348.91	52.1
NON CURRENT					
UNAMR DB EXP	UMAMORT DEBT EXP				
181000-0000	Unamortized Debt Expense	132,556.29	120,824.27	11,732.02	9.7
	Total UMAMORT DEBT EXP	132,556.29	120,824.27	11,732.02	9.7
RATE CASE					
186101-0000	Deferred Rate Case Exp-1	985,493.30	746,842.42	238,650.88	32.0
	Total RATE CASE	985,493.30	746,842.42	238,650.88	32.0
PRELIMINARY					
183010-0000	PRELIM SURVEY-PAYROLL-Rg	100,264.93	69,935.65	30,329.28	43.4
183019-0000	PRELIM SURVEY-PAYROLL-Of	6,103.14	2,788.90	3,314.24	118.8
183020-0000	PRELIM SURVEY-ACCTS PAY	1,953,192.08	1,365,135.56	588,056.52	43.1
183030-0000	PRELIM SURVEY-INVENTORY	31,517.15	30,139.65	1,377.50	4.6
183050-0000	PRELIM SURVEY-GEN OVERHEAD	371.71	541.48	169.77	31.4
183060-0000	PRELIM SURVEY-PR OVERHEAD	0.00	228.40	228.40	100.0
	Total PRELIMINARY	2,091,449.01	1,468,769.64	622,679.37	42.4
REG ASSETS					
186325-0000	Reg Asset-EXC FUND/DEF-OPER	2,500,394.00	1,069,083.00	1,431,311.00	133.9
186330-0000	Reg Asset-TAXES (FAS 109)	823,974,475.20	769,670,590.20	54,303,885.00	7.1

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REG ASSETS					
186355-0000	Reg Asset-AFUDC Gross Up (WIP)	3,566,308.03	2,603,066.35	963,241.68	37.0
186366-0000	Reg Asset-AFUDC Gross Up (InsVc)	13,007,733.24	11,970,073.71	1,037,659.53	8.7
186367-0000	Reg Asset-AFUDC Gross Up (AD)	1,033,526.69	765,715.91	267,810.78	35.0
186380-0000	Reg Asset-PENSION/SERP AML	684,090.00	435,901.00	248,189.00	56.9
186381-0000	Reg Asset-Vacation Balancing Account	90,618.75	456,506.82	365,888.07	80.1
186399-0000	Reg Asset-OTHER	770,162.77	19,102.13	789,264.90	4131.8
186400-0000	Reg Asset-FAS143	9,632,480.06	9,379,887.56	252,592.50	2.7
186520-0000	Reg Asset-COVID19 Recovery Costs	5,138,536.48	4,726,646.44	411,890.04	8.7
186530-0000	Reg Asset-Twin Lakes	7,515.00	0.00	7,515.00	
Total REG ASSETS					
		853,337,998.84	797,388,771.04	55,949,227.80	7.0
RWIP					
184010-0000	RWIP-PAYROLL-Rg	8,197,639.98	8,074,194.42	123,445.56	1.5
184019-0000	RWIP-PAYROLL-OT	1,842,359.32	1,792,867.78	49,491.54	2.8
184020-0000	RWIP-ACCOUNTS PAYABLE	36,864,080.53	34,352,333.52	2,511,747.01	7.3
184030-0000	RWIP-INVENTORY	1,757,592.39	1,323,621.90	433,970.49	32.8
184040-0000	RWIP-TRANSPORTATION	162.04	162.04	0.00	
184050-0000	RWIP-GENERAL OVERHEAD	1,898,013.69	1,734,686.46	163,327.23	9.4
184060-0000	RWIP-PAYROLL OVERHEAD	7,748,057.24	7,599,415.88	148,641.36	2.0
184070-0000	RWIP-CASH SALVAGE	4,413,967.64	3,536,170.79	877,796.85	24.8
184099-0000	RWIP-CLOSING	51,021,558.12	48,942,144.27	2,079,413.85	4.2
Total RWIP					
		2,872,055.35	2,398,642.86	473,412.49	19.7
OTH DEF DBTS					
186210-0000	Other Deferred DB-SUSP-AMORTIZ	175,730.23	167,384.75	8,345.48	5.0
186270-0000	Other Deferred DB-SERVICE LINE	20,535.15	11,807.27	8,727.88	73.9
Total OTHER DEFER DBTS					
		155,195.08	155,577.48	382.40	.2
GOODWILL					
116000-0000	Good Will-Water	23,059,854.58	24,685,749.96	1,625,895.38	6.6
116200-0000	Good Will-Sewer	11,243,896.22	11,243,896.22	0.00	
Total GOODWILL					
		34,303,750.80	35,929,646.18	1,625,895.38	4.5
OPER LEASE					
185000-0000	Net Operating Lease Right-of	8,875,771.46	8,875,771.46	0.00	
185001-0000	Lease - Land	359,702.12	240,078.12	119,624.00	49.8
185002-0000	Lease - Office Building	91,472.86	91,472.86	0.00	
185300-0000	Lease - Office Equipment	919,325.88	651,648.59	267,677.29	41.1
	Accumulated Lease Amortization	8,407,620.56	8,555,673.85	148,053.29	1.7
Total Operating Lease right-of					
		901,975,729.07	846,453,592.78	55,522,136.29	6.6
Total Non-Current Assets					
		5,518,792,749.18	5,234,144,491.18	284,648,258.00	5.4
Total Assets and Other Debits					
LIAB/EQUITY					
Liabilities and Equity Capital					
TOT CAPITAL					
Total Capitalization					
COM STOCK EQ					
Equity Capital					
COMMON STOCK					
COMMON STOCK					
201000-0000	Common Capital Stock	110,000.00	110,000.00	0.00	
Total COMMON STOCK					
		110,000.00	110,000.00	0.00	

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CAPITAL SURP					
211000-0000	Other Paid-In Capital	190,078,277.65-	144,580,200.55-	45,498,077.10-	31.5
211002-0000	Other Paid-In Cap-PSU	6,383,256.51-	5,862,749.73-	520,506.78-	8.9
211003-0000	Other Paid-In Cap-RSU	1,300,897.66-	1,019,212.58-	281,685.08-	27.6
211500-0000	Other Paid-In Cap-Stock Option Expe	8,967,817.42-	8,916,118.59-	51,698.83-	.6
211501-0000	Other Paid-In Cap - Tax on Stock Ba	1,644,203.90-	1,644,203.90-	0.00	
211600-0000	Other Paid-In Cap-Restricted Stock	449,399.37-	449,399.37-	0.00	
	Total CAPITAL SURP	208,823,852.51-	162,471,884.72-	46,351,967.79-	28.5
RE PY	Retained Earnings				
215000-0000	Unappropriated Retained Earning	1,741,789,771.73-	1,604,320,181.15-	137,469,590.58-	8.6
	Total RE PY	1,741,789,771.73-	1,604,320,181.15-	137,469,590.58-	8.6
RE CY					
215100-0000	Undistrib Retained Earnings	200,069,374.52-	187,469,590.58-	12,599,783.94-	6.7
215101-0000	Undistributed RE (Manual)	28,641,299.24	22,624,986.04	6,016,313.20	26.6
	Total RE CY	171,428,075.28-	164,844,604.54-	6,583,470.74-	4.0
DIVIDEND COM					
215300-0000	Dividend Appropriation Common	0.00	50,000,000.00	50,000,000.00-	100.0-
	Total DIVIDENDS COMMON	0.00	50,000,000.00	50,000,000.00-	100.0-
EARN IN SUBS					
215200-0000	EARNINGS IN SUBS	36,121,805.98-	30,105,492.78-	6,016,313.20-	20.0
	EARNINGS OF SUBSIDIARIES	36,121,805.98-	30,105,492.78-	6,016,313.20-	20.0
REACQ CAPSTK					
216000-0000	Reacquired Capital Stock	1,000.00	1,000.00	0.00	
	Total REACQ CAP STOCK	1,000.00	1,000.00	0.00	
	Total Retained Earnings	1,949,338,652.99-	1,749,269,278.47-	200,069,374.52-	11.4
LT DEBT					
LTD					
221010-0000	Total Equity Capital	2,158,272,505.50-	1,911,851,163.19-	246,421,342.31-	12.9
224020-0000	Long-Term Debt				
251000-0000	Long-Term Debt-FMB	1,784,800,000.00-	1,785,000,000.00-	200,000.00	18.4-
	Long-Term Debt-PENNVEST	23,718,342.64-	29,050,790.02-	5,332,447.38	4.1-
	Unamortized Bond Premium	1,645,737.00-	1,716,969.00-	71,232.00	.3-
	Total LTD	1,810,164,079.64-	1,815,767,759.02-	5,603,679.38	4.2-
DEBT IS COST					
225020-0000	Unamortized debt issue cost	13,191,787.94	13,763,103.53	571,315.59-	4.2-
	Unamortized debt issue costs - exte	13,191,787.94	13,763,103.53	571,315.59-	4.2-
	Total Unamortized debt issue c	1,796,972,291.70-	1,802,004,655.49-	5,032,363.79	.3-
ST DEBT					
LOANS PAYBLE					
232101-0000	Total Long-Term Debt	35,000,000.00-	49,197,904.46-	14,197,904.46	28.9-
	Short-Term Debt				
	LOANS PAYABLE				
	Loans Payable-REVOLVR-CUR PRTN	35,000,000.00-	49,197,904.46-	14,197,904.46	28.9-
	Total LOANS PAYABLE	35,000,000.00-	49,197,904.46-	14,197,904.46	28.9-

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	Total Short-Term Debt	35,000,000.00	49,197,904.46	14,197,904.46	28.9
	Total Total Capitalization	3,990,244,797.20	3,763,053,723.14	227,191,074.06	6.0
TOT LIAB	Total Liabilities				
CURRENT LIAB	Current and Accrued Liabilit				
CURRENT PORT	CURRENT PORT				
232510-0000	Current Portion Ltd-FMB	0.00	5,861,000.00	5,861,000.00	100.0
232520-0000	Current Portion Ltd-PENNVEST	5,381,796.58	5,484,509.72	102,713.14	1.9
	Total CURRENT PORT	5,381,796.58	11,345,509.72	5,963,713.14	52.6
AP	AP				
231000-0000	A/P	77,320.97	4,434,842.52	4,512,163.49	101.7
231001-0000	A/P-Accrued Trade	615,010.49	6,628,690.85	6,013,680.36	90.7
231002-0000	A/P-Accrued Purchased Water	377,316.29	406,778.81	29,462.52	7.2
231003-0000	A/P-Accrued Electric	642,567.44	983,966.38	341,398.94	34.7
231006-0000	A/P-Refunds to Customers	3,405.27	8,294.04	4,888.77	58.9
231200-0000	A/P-Contractors Retainage	5,175,786.91	4,855,283.83	320,503.08	6.6
231300-0000	A/P-Received, Not Invoiced	24,528,833.40	14,430,995.80	10,097,837.60	70.0
	Total AP	31,265,598.83	31,748,852.23	483,253.40	1.5
TAX ACC FED	TAXES ACC FED				
236124-0000	Accrued Tax-Fed-Other	3,531,351.26	9,362,731.05	5,831,379.79	62.3
	Total TAXES ACC FED	3,531,351.26	9,362,731.05	5,831,379.79	62.3
TAX ACC STE	TAXES ACC STATE				
236127-0000	Accrued Tax-ST-CN Income	422,711.62	235,048.70	187,662.92	79.8
	Total TAXES ACC STATE	422,711.62	235,048.70	187,662.92	79.8
TAX ACC OTHR	TAXES ACC OTHER				
236111-0000	Accrued Tax-Oth-PROPERTY	159,251.00	0.00	159,251.00	88.1
236120-0000	Accrued Tax-PA 1099 W/H	7,935.32	4,217.88	3,717.44	100.0
236201-0000	Accrued Tax-Oth-EMPLOYER FICA	0.00	86,380.44	86,380.44	84.5
	Total TAXES ACC OTHER	167,186.32	90,598.32	76,588.00	84.5
INTEREST ACC	INTEREST ACC				
237110-0000	Accrued Int LTD-FMB	19,463,050.71	19,682,855.12	219,804.41	1.1
237120-0000	Accrued Int LTD-PENNVEST	58,466.16	142,493.89	84,027.73	59.0
237250-0000	Accrued Int-Other-STD	17,343.49	12,437.88	4,905.61	39.4
	Total INTEREST ACC	19,538,860.36	19,837,786.89	298,926.53	1.5
OTHR CUR LIAB	OTHER CUR LIAB				
241001-0000	Accrued Liab-OTHER	2,000,950.43	866,593.90	1,134,356.53	130.9
241004-0000	Accrued Liab-ANTENNA LEASES	679,191.10	602,170.72	77,020.38	12.8
241006-0000	Accrued Liab-AUDIT FEES	412,486.13	599,496.00	187,009.87	31.2
241008-0000	Accrued Liab-PAVING MAINS	137,405.85	91,753.90	45,651.95	49.8
241011-0000	Accrued Liab-UNCLAIMED CHECKS	77,886.65	83,235.92	5,349.27	6.4
241023-0000	Accrued Liab-Covid Relief Fund	351.42	0.00	351.42	100.0
243030-0000	ACCURED BONUS	1,307,685.00	1,480,000.00	172,315.00	11.6
243130-0000	ACCURED SALARIES AND WAGES	1,454,277.72	811,234.69	643,043.03	79.3
243137-0000	Accrued Vacation	90,618.75	456,506.82	365,888.07	80.1
243140-0000	PAYROLL CLEARING	62,666.90	53,255.69	115,922.59	217.7

Balance Sheet

GL292 Date 03/09/22
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Company 15 - AQUA PENNSYLVANIA INC.
Balance Sheet
For Period 12 Ending December 31, 2021

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AQUA PENNSYLVANIA INC. Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
OTHER CUR LIAB					
261020-0000	Operating Lease Liability	266,300.18	241,063.11	25,237.07	10.5
263002-0000	NQ Pension Reserve - Current	1,756.70	0.00	1,756.70	8.7
263103-0000	EMPLOYEE PROFIT SHARING	837,648.00	770,307.00	67,341.00	
	Total OTHER CUR LIAB	7,200,377.63	6,055,617.75	1,144,759.88	18.9
Total Current and Accrued Liab					
		59,599,756.84	59,480,585.16	119,171.68	.2
DEF NC LIAB					
ADV FOR CNST	Deferred and Non-Current and ADV FOR CONST				
252050-0000	CAC-WIP Non Cash	79,050,469.71	64,269,305.08	14,781,164.63	23.0
252080-0000	CAC-WIP Cash	7,232,934.19	4,661,879.02	2,571,055.17	55.2
252099-0000	CAC-WIP Closing	71,817,535.52	59,607,426.06	12,210,109.46	20.5
252102-0000	Adv Cust-CASH OTHER	480,713.48	358,663.48	122,050.00	34.0
252106-0000	CAC-Non Utilized	58,874,190.29	50,053,676.73	8,820,513.56	17.6
252199-0000	Adv Cust-Non Cash Dedicated Propert	1,133,898.00	4,646,277.07	3,512,379.07	75.6
	Total ADV FOR CONST	60,488,801.77	55,058,617.28	5,430,184.49	9.9
REG LIAB					
253115-0000	Reg Liab-Pension/OPEB	100,878,411.11	85,979,289.11	14,899,122.00	17.3
253116-0000	Reg Liab-FAS 109	241,703,251.00	261,796,433.00	20,093,182.00	7.7
	Total REG LIAB	342,581,662.11	347,775,722.11	5,194,060.00	1.5
NC OP LEASE					
285000-0000	Non-Current Operating Lease	8,141,320.38	8,314,610.74	173,290.36	2.1
	Total NON-Current Operating Le	8,141,320.38	8,314,610.74	173,290.36	2.1
LT DEF FIT					
282020-0000	Deferred FIT Depreciation	614,954,706.31	569,795,144.31	45,159,562.00	7.9
283050-0000	Federal Deferred Tax-Other	1,370,205.75	2,782,573.75	1,412,368.00	50.8
	Total LT DEF FIT	616,324,912.06	572,577,718.06	43,747,194.00	7.6
LT DEF SIT					
282030-0000	State Deferred Tax-Depr	394,880,983.00	369,770,477.00	25,110,506.00	6.8
283060-0000	State Deferred Tax-Other	48,905,707.41	49,937,332.41	1,031,625.00	2.1
	Total LT DEF SIT	345,975,275.59	319,833,144.59	26,142,131.00	8.2
UNAMORT ITC					
255101-0000	UNAMORT ITC				
	Deferred Taxes - Unamortized ITC (F	3,614,431.95	3,867,844.95	253,413.00	6.6
	Total UNAMORT ITC	3,614,431.95	3,867,844.95	253,413.00	6.6
CIAC					
271050-0000	CIAC-WIP NON CASH	1,875,733.29	1,464,468.84	411,264.45	28.1
271080-0000	CIAC-WIP CASH	2,706,690.85	2,233,321.00	473,369.85	21.2
271099-0000	CIAC-WIP CLOSING	4,582,424.14	3,685,889.84	896,534.30	24.3
271101-0000	CIAC-UNITIZED	216,114,307.63	211,828,177.43	4,286,130.20	2.0
	Total CIAC	216,114,307.63	211,840,077.43	4,274,230.20	2.0
OTHER NCUR LIAB					
253200-0000	OPEB Reserve - Non Current	10,748,841.77	10,347,248.81	401,592.96	3.9
253250-0000	Pension Reserve - Non Current	89,698,509.14	77,799,387.14	11,899,122.00	15.3
253350-0000	NQ Pension Reserve - Non Current	505,787.78	418,135.61	87,652.17	21.0
253420-0000	Uncertain Tax Position Reserve-Fede	12,067,622.00	11,640,872.00	426,750.00	3.7

Balance Sheet

GL292 Date 03/09/22
Time 11:21

Company 15 - AQUA PENNSYLVANIA INC.
Balance Sheet
For Period 12 Ending December 31, 2021

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Consolidated

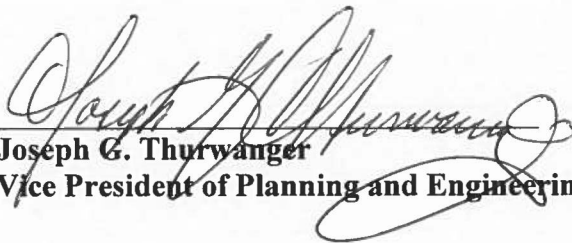
AQUA PENNSYLVANIA INC. Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
OTHR NC LIAB					
253421-0000	Uncertain Tax Position Reserve-Stat	1,627,403.00	3,453,432.00	1,826,029.00	52.9
	Total OTHER NCUR LIAB	64,748,854.59	51,939,698.72	12,809,155.87	24.7
	Total Deferred and Non-Current	1,528,491,856.90	1,467,328,036.44	61,163,820.46	4.2
CIAC ACC AMR					
272000-0000	CIAC ACC AMORT	59,543,661.76	55,717,853.56	3,825,808.20	6.9
	Accum Amort of CIAC	59,543,661.76	55,717,853.56	3,825,808.20	6.9
	Total CIAC ACC AMORT	1,528,547,951.98	1,471,090,768.04	57,457,183.94	3.9
	Total Total Liabilities	5,518,792,749.18	5,234,144,491.18	284,648,258.00	5.4
	Total Liabilities and Equity C				

VERIFICATION

I, Joseph G. Thurwanger, Vice President of Planning and Engineering at Aqua Pennsylvania, Inc. (the "Company"), hereby state that the facts set forth in the foregoing Application with respect to the Company are true and correct to the best of my knowledge, information and belief; and that I expect the Company to be able to prove the same at any hearing hereof deemed necessary in this matter.

I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 (relating to unsworn falsification to authorities).


Joseph G. Thurwanger
Vice President of Planning and Engineering

Date: March 21, 2022

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Aqua Pennsylvania, Inc. for approval to begin to offer, render, furnish and supply water service to the public in an additional portion of Mount Joy Township, Adams County, Pennsylvania	: : : : :	Docket No. A-2022-
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CERTIFICATE OF SERVICE

I hereby certify that I have this 21st day of March, 2022, served a true and correct copy of the foregoing Application, with Exhibits, upon the persons and in the manner set forth below:

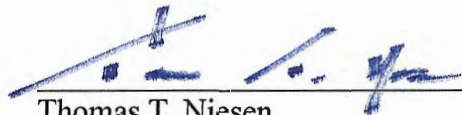
VIA ELECTRONIC MAIL

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Thomas T. Niesen
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