

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 Wastewater, Inc. - Mount Joy Township

Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania Wastewater, Inc. and are submitting, via electronic filing with this letter, its Application for approval of the right to provide wastewater 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 Wastewater, 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 :  
Wastewater, Inc. for approval to begin to offer, render, :  
furnish and supply wastewater service to the public : Application Docket  
in an additional portion of Mount Joy Township, :  
Adams County, Pennsylvania :**

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

**I. INTRODUCTION**

1. The name and address of Applicant are:

Aqua Pennsylvania Wastewater, 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](mailto: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 approximately 56,000 customer accounts in Pennsylvania, 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 wastewater

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 wastewater service in the Requested Territory. In particular, The Links of Gettysburg Land Company ("Builder") has requested that Aqua provide public wastewater service for a new area of the Links at 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 with 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-230240F0020 and A-230240F0029. 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 4,844 feet of SDR-26 plastic gravity main, 29 manholes and 100 6-inch SDR-26 plastic service laterals (the "Extension Project"). The Extension Project will convey flows from the Development to an existing 8-inch SDR-35 gravity main that was stubbed for this Requested Territory area in the "Garrison Falls" community of the Links Development. Once connected, flows from the Requested Territory will then be conveyed via gravity mains to an existing Pump Station that is sized to convey 120,000 gpd to the Links WWTF. The preliminary estimated cost to install the Extension Project is \$1,007,000.00. Aqua does not have to obtain financing to serve the Development since all costs will be borne by the Builder. 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. Water service will be provided by Aqua

Pennsylvania, Inc. which has filed a separate application for Additional territory in conjunction with this application.

7. The Development will be operated by Aqua's Roaring Creek Division and following approval of this application will be within Aqua's Links at Gettysburg system operating under Water Quality Management ("WQM") permit Number 0102404 and NPDES Permit Number PA 02416484. The existing Links Wastewater Treatment facility ("WWTF") is permitted to treat 60,000 gallons per day ("gpd") with an organic loading capacity of 125 pounds per day and can discharge the treated effluent to Rock Creek at a maximum of 110,000 gpd.

8. In 2020, the average daily flow for the Links system was 29,100 gpd with an annual organic loading of 48 pounds per day. The maximum three-month average peak flow for 2020 was 31,800 gpd. These flows were generated from 215 Equivalent Dwelling Units ("EDU's"). Flow / EDU was 135.3 gpd in 2020.

9. At buildout, the Development is projected to generate 26,290 gpd based on the following assumptions:

- a. Residential Units - 20,790 gpd (210 gpd / EDU x 99 EDU's)
- b. Hotel - 3,500 gpd ( 100 gpd / room x 35 rooms)
- c. Event Center ("EC") - 2,000 gpd (10 gpd / patron x 200 patrons)

10. In addition to the proposed Development lots and existing 215 customer connections, there are 73 fully approved residential lots remaining in the Links that are within active development areas of the Links and within Aqua's existing service territory. There are also two remaining developable areas proposed in the Links and within Aqua's 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 ("CC"), which will have 26 proposed residential units and Powder Creek ("PC") which will have 53 proposed residential units. Applications for final Township plan approval and development will not occur until after the Wade Run development is approved. Based on the Developer's estimated construction timeline projections, growth has and will occur from the remaining active buildable lots and Wade Run residential lots at the rates summarized below and as attached hereto as Attachment H:

2021: 20 connections  
 2022: 55 connections  
 2023: 48 connections  
 2024: 57 connections  
 2025: 75 connections

Projected Total Flows (GPD) for the years 2021 – 2025:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Projected Annual Avg	33,300	42,416	55,219	68,254	79,200
Projected Max 3-Month Avg	47,600	54,801	71,896	87,775	101,376

11. Under the terms of Aqua’s original Asset Purchase Agreement (“APA”) for the Links of Gettysburg Development, dated October 27, 2003, the Builder is required to design, fund and construct an expansion of the WWTF by adding additional treatment process trains that will increase treatment capacity to meet new demands at the Links. Design of the WWTF expansion is required when the WWTF reaches 80% of its hydraulic capacity (48,000 gpd). In anticipation of the WWTF reaching its 80% hydraulic capacity because of the Development, the Builder has retained an engineer to complete the WWTF expansion design and to prepare and submit a Part II Application to the Pennsylvania Department of Environmental Protection (“PADEP”). Following approval of the Part II Application the Builder will construct this expansion under a Builder’s Wastewater Treatment Facility Expansion Agreement, a copy of which is attached hereto as Attachment I. The preliminary cost of this WWTF expansion project, including design is \$1,400,000.00 Existing customers in the Links will not fund or subsidize any portion of this WWTF expansion project. The Part II application is expected to be submitted to the PADEP before the end of the second quarter of 2022. Construction of the WWTF expansion is expected to start immediately following PADEP’s approval and potentially on or before the end of the fourth quarter of 2022. Substantial completion of the expansion project is expected to take nine (9) months.

12 The PADEP’s approval of the sewage facilities planning module (“SFPM”) is attached hereto as Attachment J. Because of the WWTF expansion proposed in 2022, no hydraulic or organic overloading is projected at the WWTF from the future 26,290 gpd wastewater flows that will be from the Wade Run Development, the 15,330 gpd from the 73 existing approved buildable lots or 16,590 gpd that would be generated from the Calvary Chase and Powder Creek

areas once approved by the Township. Aqua's 2020 Chapter 94 report is attached hereto as Attachment K.

13. In addition to the SFPM and Part II applications for the Extension Project and WWTF expansion, the Builder will have to obtain all local building permits to construct the WWTF expansion from Mt. Joy Township.

14. The rates to be charged for wastewater service in the Requested Territory shall be the same rates in effect from time to time for Aqua's Rate Zone 3.

15. The estimated annual revenue in the requested territory is \$139,511.40 and is calculated in the following manner:

<b>Residential Homes – 5/8" water meter</b>	
Monthly Flow / Home:	6,300 gallons
Monthly Base Rate:	\$46.00
Consumption Charge: <sup>1</sup>	\$53.55
Total Monthly Bill:	\$99.55
Total Annual Bill:	\$1,194.60
Number of units:	99
<b>Total Wade Run Residential Billing:</b>	<b>\$118,265.40</b>

<b>Hotel &amp; Event Center – 2" water meter</b>	
Monthly Flow:	165,000 gallons
Monthly Base Rate:	\$368.00
Consumption Charge:	\$1,402.50
Total Monthly Bill:	\$1,770.50
<b>Total Annual Bill:</b>	<b>\$21,246.00</b>

16. The incremental additional Operations and Maintenance ("O&M") expense that Aqua will incur per customer in the Requested Territory is estimated to be \$561.58 or

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<sup>1</sup> \$8.50 / 1,000 gallons (residential and commercial)

\$56,158.00 total at buildout. Aqua's average O&M cost per customer in 2021 was based on \$276,856,768.70 of consolidated O&M costs and 493,000 total water and wastewater customers.

17. 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.

18. 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 wastewater service. The consolidated financial position of Aqua is outlined on the financial statements which are attached hereto as Attachment L. Aqua will supplement this Application with all additional information the Commission may require.

19. Approval of this Application is necessary or proper for the service, accommodation, convenience, and safety of the public. Economies of scale of an expanded customer base has a beneficial effect on existing customers. There is, moreover, a need for service in the Requested Territory and Aqua is fit to provide the service. More specifically, Aqua received a request to provide public wastewater service to a new development area that is contiguous to Aqua's existing Links of Gettysburg System and service territory. Providing public sewer service is in the best interest for the development and surrounding area for both long term environmental and health reasons. Aqua is in the business to provide such service and offers its service based on its ability to provide the requested service.

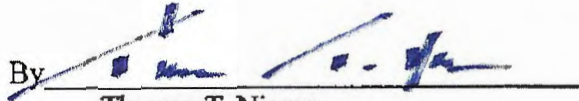
20. Aqua respectfully requests the Commission to issue an Order and a Certificate of Public Convenience authorizing Aqua to furnish wastewater service to the Requested Territory.

**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 Wastewater, Inc. to

offer, render, furnish and supply public wastewater service to the Requested Territory.

RESPECTFULLY SUBMITTED,

AQUA PENNSYLVANIA WASTEWATER, INC.

By 

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

*Counsel for Aqua Pennsylvania Wastewater, Inc.*

Date: MARCH 21, 2022

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LIST OF ATTACHMENTS

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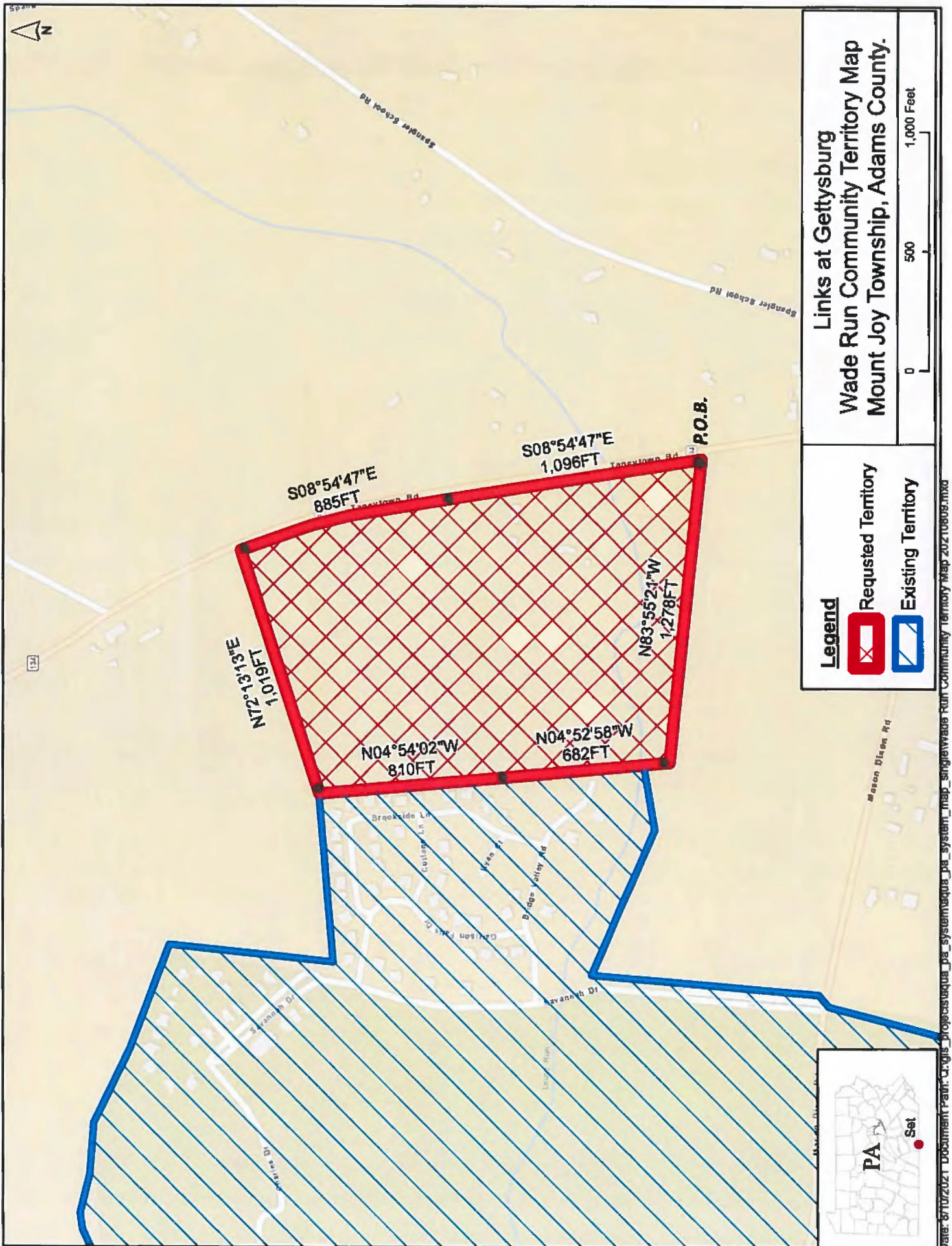
<u>Description</u>	<u>Attachments</u>
Map of the Requested Territory -----	A
Description of the Requested Territory -----	B
Letter from Links of Gettysburg Land Company Requesting Service -----	C
Mount Joy Township Letter -----	D
Adams County Planning Commission Review Letter -----	E
Plan of proposed Sewer Main Extension -----	F
Sample form of Aqua's Builder's Wastewater Extension Agreement -----	G
Future Connection Schedule -----	H
Sample form of Aqua's Builder's Wastewater Treatment Facility Expansion Agreement -----	I
Sewage Facilities Planning Module Approval -----	J
2020 Chapter 94 Report -----	K
2021 Consolidated Financial Statements -----	L

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**Attachment A**

*Map of the Requested Territory*

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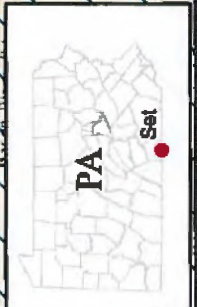


Links at Gettysburg  
 Wade Run Community Territory Map  
 Mount Joy Township, Adams County.



**Legend**

-  Requested Territory
-  Existing Territory



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**Attachment B**

*Description of the  
Requested Territory*

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**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

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**Attachment C**

*Letter from Links of Gettysburg Land Company  
Requesting Service*

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# THE LINKS AT GETTYSBURG LAND CO. INC.

February 11, 2022

Mr. David C McIntyre  
New Business Coordinator  
Aqua PA Wastewater, 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)

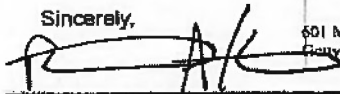
Dear Mr. McIntyre:

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 sewer service and we wish to have the sewer service provided by Aqua PA Wastewater 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 service 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,



501 Mason Dixon Road  
Gettysburg, PA 17325

Phone

(717) 357-0583

Fax

(717) 357-0020

Richard A. Klein  
President

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**Attachment D**

*Mount Joy Township Letter*

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# 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

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

Shane Wise, Roadmaster

Susan J. Smith, Solicitor

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

Shannon M. Hare, Zoning Officer &  
Code Enforcement Officer

Telephone: (717) 359-4500

E-mail: [mtjoytp@mtjoytp.us](mailto:mtjoytp@mtjoytp.us)

Monday, Wednesday, & Friday, 9:00 a.m. – 12:00 p.m.  
Tuesday & Thursday, 1:00 p.m. – 4:00 p.m.

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.

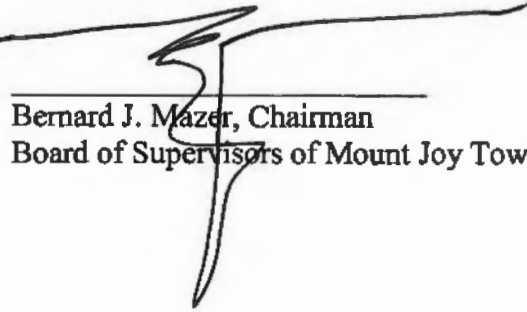
The Township is aware that neither Aqua Pennsylvania Wastewater, Inc. nor Aqua Pennsylvania, Inc., both known to be Public Utility Commission (PUC) regulated public utilities, presently hold a PUC Certificate of Public Convenience to serve the area in which the Projects are located and that, to provide 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

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**Attachment E**

*Adams County Planning Commission Review Letter*

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# 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 13<sup>th</sup>, 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, reading "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:

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**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 22<sup>nd</sup>, 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

05/23/2017  
410020



# 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.

Handwritten signature of Harlan Lawson in cursive.

**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.

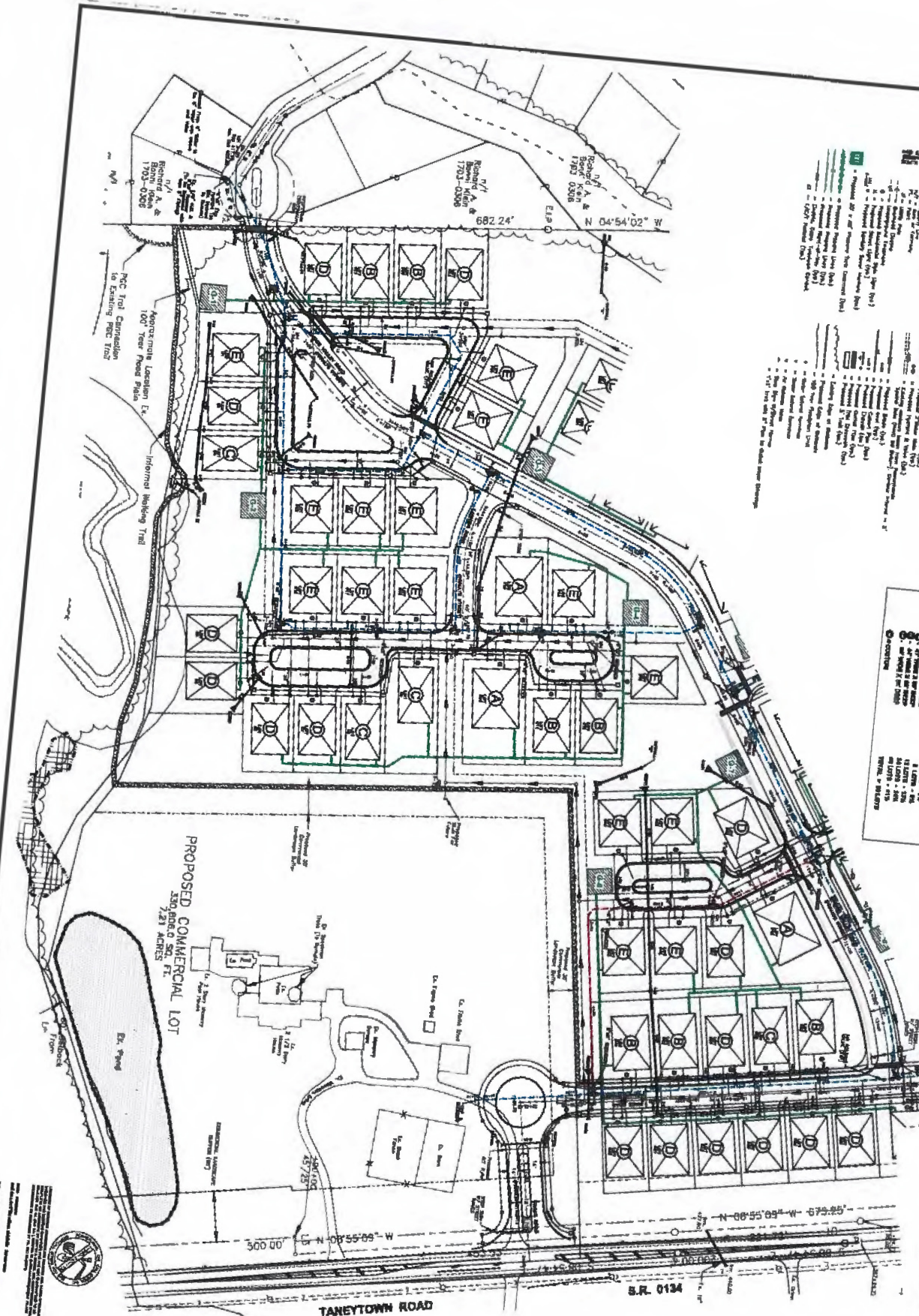
cc. Erik Vranich, PE, Mt. Joy Township Engineer  
Robert Thaeler, Principal Planner

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**Attachment F**

*Plan Depicting Proposed Sewer Extension*

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**LEGEND**

- 1. Proposed Residential Lots (R1)
- 2. Proposed Residential Lots (R2)
- 3. Proposed Residential Lots (R3)
- 4. Proposed Residential Lots (R4)
- 5. Proposed Residential Lots (R5)
- 6. Proposed Residential Lots (R6)
- 7. Proposed Residential Lots (R7)
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- 24. Proposed Residential Lots (R24)
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- 99. Proposed Residential Lots (R99)
- 100. Proposed Residential Lots (R100)

**PROPOSED LOT MAKEUP**

1. 10' x 10' x 10' x 10' (10,000 sq ft)  
 2. 10' x 10' x 10' x 10' (10,000 sq ft)  
 3. 10' x 10' x 10' x 10' (10,000 sq ft)  
 4. 10' x 10' x 10' x 10' (10,000 sq ft)  
 5. 10' x 10' x 10' x 10' (10,000 sq ft)  
 6. 10' x 10' x 10' x 10' (10,000 sq ft)  
 7. 10' x 10' x 10' x 10' (10,000 sq ft)  
 8. 10' x 10' x 10' x 10' (10,000 sq ft)  
 9. 10' x 10' x 10' x 10' (10,000 sq ft)  
 10. 10' x 10' x 10' x 10' (10,000 sq ft)



I hereby certify that I am a duly licensed Professional Engineer in the State of Pennsylvania, and that I am the author of the above described plan, and that the same is a true and correct copy of the original on file in my office.

**M&M martin and martin Incorporated**  
 phone: (717) 376-6788  
 37 south main street • suite A  
 Chambersburg, Pennsylvania - 17201

**80 SCALE UTILITY PLAN**  
 Preliminary Subdivision Plan for Wade Run Community  
**THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY**

NO.	DESCRIPTION	DATE
1	As Per Utility Subdivision Issue, 5	04/16/16
2	As Per Utility Subdivision Issue, 6	07/26/17
3	As Per Subdivision	11/06/17
4	As Per Subdivision	02/07/18



11



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**Attachment G**

*Standard Form of Aqua's Builder's Extension Agreement*

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**AQUA PENNSYLVANIA WASTEWATER  
COMPANY, INC.**

**BUILDER'S WASTEWATER EXTENSION AGREEMENT**

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

**BUILDER'S WASTEWATER EXTENSION AGREEMENT**

**EXHIBITS**

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

**ATTACHMENTS**

- A. Applications for Domestic Wastewater 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 WASTEWATER, Inc.**, a Pennsylvania corporation, with its principal office at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania 19010 (hereinafter referred to as "AQUA"), and \_\_\_\_\_, a Pennsylvania corporation with its principal office at \_\_\_\_\_ (hereinafter referred to as "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 \_\_\_\_\_ which is planned for approximately \_\_\_\_\_ residential units, and/or \_\_\_\_\_ commercial, industrial or other types of units located in \_\_\_\_\_ Township, \_\_\_\_\_ County, Pennsylvania (hereinafter referred to as "Development").

The Builder wishes to obtain wastewater service from AQUA, and AQUA wishes to provide wastewater 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 wastewater system extension and related improvements for the Development.

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.

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.

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, but not limited to, the sanitary sewer main, valve boxes, manholes and /covers, and service lines from the sanitary sewer main to the clean outs, 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 in accordance with this Agreement.
- 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 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, if applicable, which AQUA has pre-qualified as having sufficient experience to install all portions of the Extension Project. 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 to Contractor 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 (as hereinafter defined) 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 a 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 wastewater industry standards, environmental laws and regulations, and the AQUA specifications in effect for materials and for construction of the Extension Project as set forth in the Specifications for Builder’s Extension Project in Exhibit 2 attached hereto, as may be modified and amended from time to time (hereinafter collectively referred to as “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) **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 wastewater service.

## 5. Representations and Warranties.

- (a) **Warranty of Extension Project by Builder.** The Builder hereby warrants that 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 agrees to assign any Contractor’s warranty pursuant to the Assignment of Contractor’s Warranty by Builder form contained in Attachment E, 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, including the Extension Project.

**(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 federal, 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, fines, 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, fines, 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 (hereinafter referred to as "EPA") or the Pennsylvania Department of Environmental Protection (hereinafter referred to as "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 shall provide to AQUA easement rights for all areas (excepting existing public rights-of-way where proper occupancy rights have been obtained for the Extension Project) in which any part of the Extension Project will be installed (hereinafter referred to as "Easements"). Builder has also supplied AQUA with copies of the underlying owners' deed(s). 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.
- (d) **Encumbrances.** Prior to beginning work on the Extension Project, the Builder shall provide to AQUA Easements in proper form to convey perpetual access to the easement areas granted to AQUA, accompanied by a title insurance policy issued by a reputable title insurance company; which title insurance policy shall guarantee to AQUA that the title to the Easement to be conveyed by Builder to AQUA is good and marketable, and free and clear of all mortgages, judgments, liens or encumbrances, and all taxes which might affect the rights of AQUA provided herein by the Builder.

## **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. 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 Administrative Services Fee contained on Attachment H and the Value Added Fee and Value Added Services Fee contained on Attachment I). Upon AQUA's request, 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 (5) 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 the estimated project costs, or portion thereof, depending on whether the Extension was completed fully completed. Final costs that are determined by Aqua shall not be used to calculate Sewer 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 Sewer 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'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, or, with the permission of AQUA, within one (1) month after 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 inspection and testing procedures performed by AQUA in accordance with its regular pre-service procedures;
  - (iii)** Provision of accurate As Built Information to AQUA indicating portions of the Extension Project to be contributed;
  - (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;
  - (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; and
  - (ix)** Transfer of all regulatory permits and approvals as indicated on Attachment G attached hereto.
- (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. Wastewater Service upon Application.** Upon proper request being made to AQUA pursuant to the Attachment Package attached hereto, AQUA will furnish wastewater service to each anticipated customer, under AQUA's tariff, rules, regulations and rates then in effect and subject to any changes, which may thereafter become effective. All charges for wastewater service shall be payable to and collected by AQUA.

**12. Refunds for Sewer 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 in the form of Attachment J 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'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 or expand the Extension Project installed under this Agreement, connect thereto and renew or enlarge the same without in any way changing the terms 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 wastewater 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) requirement that Builder install a single flow meter pit for the Extension Project to receive wastewater service as a single customer, if applicable, (iii) preservation of AQUA's rights to any unpaid amounts under this Agreement and other remedies for Builder's breach of the Agreement, (iv) ineligibility for refunds since Contribution will not be made.
- (d) **Right of Set-Off.** AQUA may offset any of its claims against the Builder against any amounts which AQUA or Aqua Pennsylvania, Inc. (hereinafter referred to as "Aqua") may owe the Builder, or parties controlling, controlled by or under common control with the Builder (hereinafter referred to as "Builder's Affiliates") either under this Agreement or other agreements between AQUA or Aqua and the Builder or Builder's Affiliates, whether or not related to the Extension Project.
- (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) **Attorneys' Fees.** The Builder agrees that if suit is brought by AQUA against it to enforce this Agreement, including, but limited to, AQUA'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 attorney's 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. **Exhibits and Attachments.** All exhibits and attachments referenced herein are incorporated in this Agreement and are made fully a part thereof as though fully set forth in the body of this Agreement.
3. **Governing Law.** This Agreement, all attachments and exhibits 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.
4. **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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **Third Parties.** Nothing contained in this Agreement shall be deemed to confer upon the Contractor or any third party any right against AQUA.
10. **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.
11. **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.
12. **Notices.** Notices, demands and requests required or permitted to be given under this Agreement (hereinafter collectively referred to as "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:**

**Aqua Pennsylvania Wastewater, Inc.**

**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 WASTEWATER, INC.,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Joseph G. Thurwanger, Vice President  
Planning and Engineering

Witness: \_\_\_\_\_  
New Business Representative

**BUILDER:**  
a Pennsylvania corporation

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

Witness: \_\_\_\_\_

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]

Attest: \_\_\_\_\_  
[Authorized Signature]

## **Exhibit 1**

### **Requirements for As Built Information**

The As Built Information for the Extension Project will accurately represent actual construction of the sanitary sewer main and appurtenances, be sufficient to permit Aqua Pennsylvania Wastewater 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 manholes, wyes, connections, valves, etc. relative to fixed points (e.g., edge of curb, existing manholes or valve boxes, telephone poles, etc.).
- (4) Final elevation information including Rim, invert, and outfall elevations including revised profile plans.

**EXHIBIT 2**

**SPECIFICATIONS FOR BUILDER  
WASTEWATER EXTENSION PIPELINE  
CONSTRUCTION**

**Refer to Aqua's standard specifications which are provided separately and titled:**

**AQUA PENNSYLVANIA WASTEWATER, INC.  
762 West Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010**

**STANDARD SPECIFICATIONS  
FOR  
BUILDER EXTENSION WASTEWATER PIPELINE CONSTRUCTION**

*prepared by*



**Entech Engineering, Inc.  
201 Penn Street  
Reading, Pennsylvania 19601**

**Entech No. 4111.89**

**Revised January 13, 2017  
SECTION 1 -GENERAL CONDITIONS**

## EXHIBIT 3

### Refund Definitions and Explanation

A refund will be paid to the Builder for each Sewer 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 or commercial properties 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 Sewer 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 Sewer Connection billing account is activated with Aqua. 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, excluding taxes. The maximum refund per Sewer Connection shall be \$2,000 for Residential Homes.

(b) Structures other than Residential Homes. For Sewer 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 Sewer Connection, or the following formula, wherein the Depositor shall be entitled to a refund equivalent to 2.25 times the Sewer revenue from the wastewater received by Aqua for each Sewer Connection to the aforesaid main during the first full calendar year following the date when the Sewer Connection billing account is activated with Aqua. When an option is selected, it is understood that all Sewer Connections to the main for structures other than residential homes will be subject to the same refund formula.

The term "Sewer Connection" means a single sanitary sewer service line for domestic wastewater service that is connected directly to the sanitary sewer main and served through only one (1) sewer lateral that is installed pursuant to this Agreement. A sanitary sewer lateral cannot be a Sewer Connection until the prospective customer is ready to take sanitary sewer service and their billing account is activated with Aqua. The Builder is not a prospective customer and therefore does not qualify as a Sewer Connection for refunding.

There can only be one Sewer Connection for each customer account.

The Builder shall have no right to refunds under this Agreement except with respect to Sewer Connections made directly to the wastewater main installed under this Agreement and not wastewater 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 ONE MONTH OF PROJECT  
COMPLETION AND PRIOR TO CONTRIBUTION\*\*\***



**Builder's Wastewater Extension Agreement  
Extension:**

**ATTACHMENT PACKAGE**

**ATTACHMENTS FOR  
BUILDER'S WASTEWATER EXTENSION AGREEMENT  
and  
Pre-Construction Requirements**

Submit the following to Aqua Pennsylvania Wastewater ("AQUA"):

- a. Application for Sanitary Sewer Service - Attachment A
- b. Description and Plan of Extension Project - Attachment B
- c. Preliminary Cost Estimate for Extension Project - Attachment C
- d. Commitment and Release of Contractor - Attachment D
- e. Assignment of Contractor's Warranty by Builder - Attachment E
- f. Easements and copies of owners underlying deeds - Attachment K
- g. Permits and Regulatory Approvals - Attachment G
- h. Administrative Fee - Attachment H - in the amount of \$\_\_\_\_\_.00
- i. Value-Added Fee - Attachment I - in the amount of \$\_\_\_\_\_.00
- j. Performance Bond or Letter of Credit - Attachment J - in the amount of \$\_\_\_\_\_.00
- k. Certificates of Insurance from Builder and Contractor - Attachment F
- 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 Wastewater Extension Agreement executed by Builder

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

**Attachment A**

**Application for Sanitary Sewer Service**

Dear Applicant:

Enclosed is the form "Application for Sanitary Sewer Service" which is to be completed and returned, along with the Contract Documents for your project.

**Please make certain to include a list of street addresses and lot numbers with the request. Aqua Pennsylvania Wastewater shall not execute the Agreement or authorize the Extension Project until your Application for service has been received and approved.**

Please allow 10-15 working days for processing your Application.

**Attachment B**

**Description and Plan of Extension Project**

Project Description:

Plan:

**Attachment C**

**Preliminary Cost Estimate for Extension Project**

**Summary of Builder's Costs:**

a. Construction Cost to Builder: \$ \_\_\_\_\_ .00

b. AQUA Administration Fee \$ \_\_\_\_\_ .00

c. AQUA Value-added Fee \$ \_\_\_\_\_ .00

**Administrative / Value-Added Sub-total:** \$ \_\_\_\_\_ .00

**d. Total Project Cost to Builder:** \$ \_\_\_\_\_ .00

**Attachment D**

**Commitment and Release of Contractor**

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

Date: \_\_\_\_\_

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

Dear Aqua Pennsylvania Wastewater:

In connection with, and as consideration for, the agreement between \_\_\_\_\_ (the "Contractor") and \_\_\_\_\_ (the "Builder") for the construction and installation of a sanitary sewer main and related appurtenances at \_\_\_\_\_ (the "Extension Project"), Contractor acknowledges that Builder has agreed, or will agree, to contribute the completed Extension Project, or portions of the Extension Project as they become completed, to Aqua Pennsylvania Wastewater ("AQUA") pursuant to a Builder's Wastewater 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 Wastewater Extension Agreement ("Extension Agreement"). Contractor will be liable with Builder on a joint and several basis to AQUA for failure to perform the construction and safety aspects of the Extension Project in compliance with the 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 DEP requirements, OSHA standards and rules and regulations relating to the installation of sewer 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 Aindemnified parties) from and against any and all claims, demands, actions, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorney's 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, 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 attorney's fees and cost of investigation) arising out of or related to the Extension 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 the Pennsylvania Department of Environmental Protection ("DEP") related to the Extension 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.

Sincerely,

\_\_\_\_\_  
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 Wastewater Extension Agreement between the undersigned and Aqua Pennsylvania Wastewater, Inc. ("AQUA"), in connection with the installation of a sanitary sewer main and certain appurtenances for the \_\_\_\_\_ (the "Extension Project"), the undersigned \_\_\_\_\_ (the "Builder") hereby assigns to AQUA all of its right, title and interest in and to the warranty of \_\_\_\_\_ (the "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 may not 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 (except existing public rights-of-way where proper occupancy rights have been obtained for the Extension Project) in which the sewer 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 Grants of 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 Grant of 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.
- Type name under each Grantor signature and witness signature.

Property address:

## 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 Book \_\_\_\_\_, Page No. \_\_\_\_\_, TAX / 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 WASTEWATER, INC. ("AQUA")**, a Pennsylvania corporation with its principal offices at 762 Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, its successors and assigns, the public utility 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 sanitary sewer main and appurtenances necessary to convey sanitary sewer flows from the property.

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 sanitary sewer main and its appurtenances. The perpetual Easement is centered over the sanitary sewer main and its appurtenances.

Additional perpetual Easement is herewith granted for each sanitary sewer service line that is or will be connected to the sanitary sewer main. Each sanitary sewer 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 sanitary sewer main to a point five and no one-hundredths (5.00) feet beyond the cleanout for each sanitary sewer service line.

The Easement granted herein to consist of a strip of land \_\_\_\_\_ and no one-hundredths (\_\_\_\_.00) feet wide by (\_\_\_\_.00) long which shall be centered over the sanitary sewer pump station. Additional easement shall be granted for ingress and regress to the pumping station and for any and all other utilities required for the pump station.

Said Easement is shown on AQUA's Plan \_\_\_\_\_.

**TOGETHER** with the rights of ingress, egress and regress to and from said Easement, sanitary sewer main, appurtenances, and sanitary sewer service lines, at any and all times for the purpose of laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing said sanitary sewer main, sanitary sewer 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 sanitary sewer main, sanitary sewer 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 sanitary sewer main, sanitary sewer 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.

BY: \_\_\_\_\_  
Print name

**AQUA PENNSYLVANIA WASTEWATER, INC.**

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

**Corporate Acknowledgement**

State of: \_\_\_\_\_ :  
: 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 Montgomery :

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 Wastewater, 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.

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.

## **Attachment H**

### **Administrative Fee and Administrative Services**

#### **Administrative Fee**

- (a) 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's average cost experience:
  - (i) One Thousand and Two Hundred and Fifty Dollars (\$1,250.00), plus
  - (ii) Four Dollars and Forty Five Cents (\$4.45) multiplied by the planned number of feet of sewer main in the Extension Project, plus One Thousand Dollars (\$1,000.00) for each pump station included in the Extension Project, in applicable, plus
  - (iii) Invoices paid by Aqua for project review by Aqua's designated consultant

Builder is not entitled to a refund if actual footage is less than planned footage. AQUA reserves the right to charge the 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 sanitary sewer 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'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 an up-front fee based on an estimated cost to provide a third-party representative, hired by AQUA, to witness the installation of the Extension Project. The fee is calculated as follows:
- (i) \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_.00) for construction observation, plus
  - (ii) \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_.00) for testing observation, plus
  - (iii) The actual cost to AQUA of providing Value-Added Services for unusual or extraordinary site conditions, and for overtime costs for AQUA personnel or its consultant outside of normal business hours due to Builder's schedule, as set forth in subsection (b).

Builder is entitled to a refund of its initial deposit if the actual billed costs for the third-party representative is less than estimated calculated costs. Builder is required to make an additional payment if the actual third-party representative costs exceed the calculated estimated costs.

- (b) The Value-Added Fee charges set forth in subsection (a)(i) and (ii) are based upon an estimated cost from Aqua's consultant. 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)(iii), 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 incurred by AQUA 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, if applicable, used by Aqua 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) AQUA Representative. AQUA shall appoint a representative to witness the installation of the Extension Project. The parties will cooperate in coordinating the efforts of the Contractor and the AQUA representative. The role of the AQUA representative is for the limited purpose of determining suitability of the Extension Project for addition to AQUA's sanitary sewer 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.

(b) 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 sanitary sewer system, AQUA will supply specifications for cathodic protection. Builder has sole responsibility for supplying the materials and completing the work to implement cathodic protection.

(c) 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 the testing and filling of all force mains.

(d) Connection to Collection System or Treatment Facility. AQUA will oversee the connection between the Builder's Extension Project and the AQUA collection or treatment 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 sewer main constructed as the Extension Project under this Agreement for the purpose of providing sewer 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. Builder will be responsible for supplying all materials and performing all other construction activities and services for connection, including without limitation excavation and lowering and raising materials and necessary machines in the excavation.

(e) Connection to Pre-Existing Facilities. As part of the Extension Project, AQUA may approve connection to existing sewer lines, other facilities of AQUA which are located on, adjacent to or near the Development. Connections to pre-existing facilities may be for the purposes of providing temporary sanitary sewer service for construction and/or for permanent incorporation into the sewer main, service lines 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 connections to pre-existing facilities will be supervised by AQUA and performed by the Builder. 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. Builder will be responsible for supplying all materials and performing all construction activities and services for connection to pre-existing facilities, including without limitation excavation and lowering and raising materials and necessary machines in the excavation. Builder will complete required service applications, and will pay AQUA in accordance with AQUA's tariff, for sanitary sewer service supplied to the Extension Project during construction and prior to Contribution through connections to pre-existing facilities.

## **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 who 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 but not less than one hundred percent (100%) of the total Builder's Construction Sub-Total 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 Builder's Construction Sub-Total certified for the Extension Project (or, if final costs have not been determined at Contribution, the estimated Builder's Construction Sub--Total), 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 (1) year after the effective date of Contribution of the final portion of the Extension Project. Upon the expiration of one (1) 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 Wastewater, Inc. ("AQUA"), 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 Wastewater Extension Agreement with AQUA to provide a sanitary sewer main and related appurtenances. Upon AQUA'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 shall have the right to notify the Surety and if so notified, the Surety shall make prompt payment to AQUA 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, 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 Wastewater Extension Agreement, the work to be performed thereunder or the attachments to the Builder's Wastewater 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 Wastewater Extension Agreement, the work or the related attachments.

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

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 Worker's 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>
Worker's 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, as applicable.

**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  
**ABC CONSTRUCTION COMPANY**  
123 MAIN STREET  
ANYTOWN, PA 12345

Company  
A  
Company  
B  
  
Company  
C  
Company  
D

**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	<u>GENERAL LIABILITY</u>	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	<u>AUTOMOBILE LIABILITY</u>	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
	<u>GARAGE LIABILITY</u> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE
B	<u>EXCESS LIABILITY</u>	12345678	1/1/00	1/1/01	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
X	UMBRELLA FORM				
A	<u>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</u>	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 Wastewater, Inc. ("AQUA"), its employees, directors, officers, agents are listed as additional insured for the \_\_\_\_\_ sanitary sewer main extension project. This insurance shall be primary with respect to any insurance, which may be carried by AQUA.

**CERTIFICATE HOLDER**  
Aqua Pennsylvania Wastewater, Inc.  
762 W. Lancaster Avenue  
Bryn Mawr, PA 19010  
Attn: New Business Department

**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

# PROJECT COST BREAKDOWN

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

SUMMARY OF COSTS		NOTES
Description	TOTAL COST	
AQUA WW ADMINISTRATIVE FEE		UP-FRONT PAYMENT
AQUA WW PA VALUE ADDED FEE		UP-FRONT PAYMENT
ADDITIONAL AQUA WW PA FEES		PER ATTACHED INVOICES
TOTAL FORCE MAIN COST		PER TOTAL BOTTOM PAGE 2
TOTAL GRAVITY MAIN 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		

<p><b>BUILDER'S CERTIFICATION OF COST:</b></p> <p>On behalf of _____, I hereby certify that the actual cost of the Wastewater Extension Project is as summarized on the following sheets, and that the stated information is complete and accurate.</p> <p>_____ hereby indemnifies and holds AQUA WW harmless against any claim that the information provided is not complete and accurate.</p> <p>By: _____</p> <p style="text-align: right;">Date _____</p>	<p><b>Prepared By AQUA WW</b> New Business Dept.:</p> <p style="text-align: right;">Name _____</p> <p style="text-align: right;">Date _____</p> <p><b>Approved by AQUA WW</b> New Business Dept.:</p> <p style="text-align: right;">Name _____</p> <p style="text-align: right;">Date _____</p>
--	---

**FORCE MAIN INSTALLATION**

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

**TOTAL PIPE and Fitting Cost**

Pipe Installed:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
(Includes all pipe, fittings & clean outs)

**Total Valve and Valve Box COST**

Valves Installed:

Gate Valve

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

\_\_\_\_\_  
(Includes valve and valve box)

Tap Sleeve and Valve

_____	_____
_____	_____
_____	_____
_____	_____

**Pump Station Costs**

Building or Vault Cost:

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

\_\_\_\_\_  
(Includes structure, paving, fencing, etc)

Pumps

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

\_\_\_\_\_  
(Includes all piping and valve in Bldg or Vault)

Electrical Component Costs

Pump Manufacturer

\_\_\_\_\_  
(Including generators)

**Total Force Main Cost:**

\_\_\_\_\_  
Insert Total Cost On  
Cover Page next to  
**TOTAL FORCE MAIN COST**

**GRAVITY MAIN INSTALLATION**

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

**TOTAL PIPE COST**

Pipe installed:

_____	_____
_____	_____
_____	_____

\_\_\_\_\_ (includes all pipe and fittings)

**Total Manhole Cost**

Manholes installed:

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

\_\_\_\_\_

**Total Gravity Main Cost:**

\_\_\_\_\_ Insert total cost on  
Cover Page next to  
TOTAL GRAVITY MAIN COST

**SERVICE LINE INSTALLATION**

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

**Total Amount of Services Installed**

\_\_\_\_\_

**Type of Service Pipe Materials Installed:**

PVC

\_\_\_\_\_

CAST IRON

\_\_\_\_\_

**Type of Service Line Fittings Installed:**

Corporation

\_\_\_\_\_

Tapping Saddles

\_\_\_\_\_

Tees

\_\_\_\_\_

Curb Stops

\_\_\_\_\_

Curb Boxes

\_\_\_\_\_

Service Clean outs

\_\_\_\_\_

**Total Service Cost**

\_\_\_\_\_

Insert total cost on

Cover Page next to

TOTAL SERVICE LINE COST

\*\*\*\*\*

**Attachment H**

*Future Connection Schedule*

\*\*\*\*\*

## Links at Gettysburg Connection Schedule

### Existing Areas

Community / Facility	Total Lots	# of EDUs	EDUs		2022	Estimated Construction Schedule			
			Connected end of 2021	Remaining EDUs		2023	2024	2025	2026
Courtyards / Battery Ridge, Lookout and Roundtop	111	111	104	7	4	2	1	0	0
Garrison Falls	77	77	58	19	19	19	0	0	0
Retreat Condo Bldg	1	12	11	1	1	0	0	0	0
Retreat Villas	38	38	22	16	16	10	6	0	0
Cumberland Crossing	43	43	32	11	11	11	0	0	0
Clubhouse / Pool (prem 804448)	1	2	2	0	0	0	0	0	0
Clubhouse Restaurant	1	3.5	3	0	0	0	0	0	0
Sewer Treatment Bldg	1	0	0	0	0	0	0	0	0
Water Treatment Bldg	1	1	1	0	0	0	0	0	0
Community Pool Bldg	1	1	1	0	0	0	0	0	0
Single Family Home	1	1	1	0	0	0	0	0	0
<b>Subtotal</b>	<b>276</b>	<b>289.5</b>	<b>235</b>	<b>54</b>	<b>51</b>	<b>42</b>	<b>7</b>	<b>0</b>	<b>0</b>

**Avg Monthly Flow (gpd)**

Actual Flow/EDU

**Max 3-Month Avg (gpd)**

**33,200**  
**141**  
**47,600**

### New Development Areas

Future Community / Facility	Total Lots	# of EDUs	Connected end of 2021	Remaining EDUs	2022	2023	2024	2025	2026
Wade Run	99	99	0	99	10	25	29	35	0
Calvary Chase	26	26	0	26	0	0	6	20	0
Powder Creek	54	54	0	54	0	14	20	20	0
Hotel / Conference	1	26	0	26	0	0	26	0	0
Future Golf Course Restroom	1	2	0	2	0	2	0	0	0
<b>Subtotal</b>	<b>181</b>	<b>207</b>	<b>0</b>	<b>207</b>	<b>10</b>	<b>41</b>	<b>81</b>	<b>75</b>	<b>0</b>
<b>Total Existing and Proposed</b>	<b>457</b>	<b>496.5</b>	<b>235</b>	<b>261</b>	<b>61</b>	<b>83</b>	<b>86</b>	<b>75</b>	<b>0</b>

\*\*\*\*\*

**Attachment I**

*Standard Form of Aqua's Builder's WWTF Expansion Agreement*

\*\*\*\*\*

**AQUA PENNSYLVANIA WASTEWATER , INC.**

**BUILDER'S WASTEWATER TREATMENT FACILITY EXPANSION  
AGREEMENT**

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

**BUILDER'S WASTEWATER TREATMENT FACILITY EXPANSION AGREEMENT**

**EXHIBITS**

1. Specifications / Plans for Builder Wastewater Treatment Facility Expansion

**ATTACHMENTS**

- A. Description and Plan of WWTF Expansion Project
- B. Preliminary Cost Estimate for WWTF Expansion Project
- C. Commitments and Releases of Contractor(s)
- D. Assignment of Contractor Warranties
- E. Permits and Regulatory Approvals
- F. Administrative Fee and Administrative Services
- G. Value Added Fee and Value-Added Services
- H. Performance Bond or Irrevocable Letter of Credit
- I. Insurance

**TREATMENT FACILITY:**

**BUILDER'S WASTEWATER TREATMENT FACILITY EXPANSION  
AGREEMENT**

**THIS BUILDER'S WASTEWATER TREATMENT FACILITY EXPANSION AGREEMENT** is made as of \_\_\_\_\_ by and between **AQUA PENNSYLVANIA WASTEWATER, Inc.**, a Pennsylvania corporation, with its principal office at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania 19010 (hereinafter referred to as "AQUA"), and \_\_\_\_\_, a Pennsylvania corporation with its principal office at \_\_\_\_\_ (hereinafter referred to as "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 \_\_\_\_\_ which is planned for approximately \_\_\_\_\_ residential units, and/or \_\_\_\_\_ commercial, industrial or other types of units located in \_\_\_\_\_ Township, \_\_\_\_\_ County, Pennsylvania (hereinafter referred to as "Development").

The Builder wishes to obtain wastewater service from AQUA, and AQUA wishes to provide wastewater service, for the Development.

Wastewater from the Development will flow to AQUA's \_\_\_\_\_ wastewater treatment facility ("WWTF"). The WWTF currently does not have the capacity to accept all of the wastewater flows from the Development and therefore will require an expansion of the plant.

The Builder wishes to take sole responsibility to design, furnish, and install, at Builder's expense, and to contribute to AQUA, a WWTF expansion and related improvements for the Development (hereinafter referred to as "WWTF Expansion Project").

The Builder has furnished a completed Attachment Package for the Builder's Wastewater Treatment Facility Expansion 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 hereby incorporated into this Agreement.

The Builder represents that a contractor acceptable to and pre-approved by AQUA shall be engaged by Builder for the construction of the \_\_\_\_\_ WWTF Expansion Project under this Agreement (the "Contractor(s)") and the parties acknowledge that the Contractor(s) 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(s) execute this Agreement for the purpose of having the Contractor(s) acknowledge and agree to the terms and obligations imposed on the Contractor(s) by 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 WWTF EXPANSION PROJECT**

- 1. Design, Permitting and Construction.** The Builder agrees and undertakes as its sole responsibility to design, including electrical design in accordance with Aqua's electrical design standards, by an engineering firm acceptable to AQUA, Permit with PA DEP and all required regulatory Authorities, furnish and install, at Builder's sole expense and in accordance with the terms and conditions of this Agreement, but not limited to, construction of a 60,000 GPD concrete wastewater treatment plant, electrical work, all piping, odor control, and any restoration work, as further described in Attachment A to this Agreement. The Builder is responsible for supplying all necessary materials and performing the installation in accordance with this Agreement.
- 2. Commencement of Construction.** Builder may give notice of intention to commence construction on or after the execution of this Agreement by AQUA, receipt of all required permits and may commence construction not less than four (4) weeks after providing written notice.
- 3. Contractor(s).**
  - (a) Qualifications.** AQUA acknowledges that the Builder plans to have the work on the WWTF Expansion Project performed by the Contractor(s). The Builder will cause the Contractor(s) to perform the work on the WWTF Expansion Project in accordance with this Agreement. The Contractor(s) must be approved by AQUA and have sufficient experience to install all portions of the WWTF Expansion Project. Builder must notify AQUA of any change of Contractor(s), and any new Contractor(s) must comply with all terms and obligations of this Agreement which apply to the Contractor(s), including without limitation this Section 3 and the insurance and indemnification provisions.
  - (b) Subcontracting by the Contractor(s) must be approved by AQUA.** Subcontractors will be bound by the same Responsibility and Obligations as Builder and Contractor as are further defined in 3.c below. The term "Contractor" shall hereinafter include any and all contractors and subcontractors doing work on the WWTF Expansion Project.
  - (c) Responsibility.** Builder and the Contractor(s) will be liable on a joint and severable basis to AQUA for failure to perform the WWTF Expansion 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(s). The Builder will provide AQUA with a copy of the construction contract between the Builder and the Contractor(s). The Contractor(s) is obligated directly to AQUA by signing and delivering to AQUA the Commitment and Release to Contractor(s) in the form of Attachment C, which includes, without limitation, Contractor(s)'s agreements to indemnify AQUA, to maintain certain insurance coverage and, in performing work on the WWTF Expansion 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 WWTF Expansion Project.
- (b) **As Built Information.** Builder will provide accurate and complete as-built information concurrently with progress of construction; will make the as-built information available to AQUA and or its representative, upon request of AQUA; and will supply complete As Built Information to AQUA prior to or upon Contribution (as hereinafter defined) of the WWTF Expansion Project.
- (c) **Worksite Responsibility.** The Builder and the Contractor(s) 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 Contractor(s) of the Builder or Contractor(s) for any safety aspects of the work. Under no circumstances shall AQUA be deemed to be responsible for the means or methods of construction or the safety precautions and procedures at the worksite, whether or not an AQUA representative is on site. Builder and Contractor(s) 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 WWTF Expansion Project.
- (d) **Compliance with Applicable Laws, Regulations and Specifications.** The Builder will install and complete the WWTF Expansion 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 as amended (or any successor) and any regulations thereunder, general wastewater industry standards, environmental laws and regulations, and the AQUA specifications in effect for materials and for construction of the WWTF Expansion Project as set forth in the Specifications for Builder's WWTF Expansion Project in Exhibit 1 attached hereto, as may be modified and amended from time to time (hereinafter collectively referred to as "Specifications"). Pursuant to the Pennsylvania Underground Utility Protection Law as amended, 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) **Maintenance and Repair.** Builder is responsible for the cost of any and all maintenance and repair of the installed WWTF Expansion Project prior to Contribution, whether or not AQUA has commenced wastewater service.

- (f) **Aqua's conduct during the design process.** Aqua will review and approve design plans prepared for permitting and construction purposes. Aqua will provide comments including corrections and requests for changes during the design process which shall be made by Builder.
- (g) **Aqua's conduct during construction.** Aqua will observe, or cause to be observed by an authorized representative, construction during the prosecution of the work of the project. However, by Aqua so doing, this does not in any way relieve Builder and Builders contractor from the obligation to fully construct the work in accordance with the approved Design Plans and Specifications.

## 5. Representations and Warranties.

- (a) **Warranty of WWTF Expansion Project by Builder.** The Builder hereby warrants that the WWTF Expansion 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 two (2) years from the date of Contribution and / or the Substantial Completion Date as established by a "Certificate of Substantial Completion" issued by the Design Engineer of the final portion of the WWTF Expansion Project and agrees to assign any and all Contractor(s)'s warranty pursuant to the Assignment of Contractor(s)'s Warranty by Builder or Assignment of Subcontractor's Warranty by Contactor forms contained in Attachment D, 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 legal remedy).
  - (b) **Adequate Financing.** Builder represents and warrants that it has adequate financing for completion of the Development, including the WWTF Expansion Project.
  - (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(s) will be the legal employer(s) of any and all employees and the sole contractually obligated parties with any independent Contractor(s) working on the WWTF Expansion 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 federal, 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 Contractor(s).

## **7. Indemnification and Insurance.**

- (a) **Indemnity.** The Builder acknowledges and agrees that it has undertaken sole responsibility for the WWTF Expansion 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, fines, 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 WWTF Expansion Project, and, with respect to the period prior to Contribution of the final portion of the WWTF Expansion 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(s) 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, fines, penalties and expenses (including reasonable attorneys' fees and cost of investigation) arising out of or related to the WWTF Expansion 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 (hereinafter referred to as "EPA") or the Pennsylvania Department of Environmental Protection (hereinafter referred to as "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(s) are obligated to provide and maintain the types and levels of insurance set forth in Attachment I to this Agreement.

#### 8. Cost Certification.

- (a) **Final Cost Certification.** Upon completion of the WWTF Expansion Project, the Builder will certify to AQUA the actual cost of the construction. Builder will complete a certification form, satisfactory to AQUA using the format included in Exhibit 2 to this Agreement, which will provide the actual cost of the WWTF Expansion Project (including the Administrative Fee and Administrative Services Fee contained on Attachment F and the Value-Added Fee and Value Added Services Fee contained on Attachment G). Upon AQUA's request, 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 WWTF Expansion Project and AQUA shall have the right at reasonable times to review and audit those books and records for a period of five (5) 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 WWTF Expansion Project, AQUA will have the right to make such final cost certification based the estimated project costs, or portion thereof, depending on whether the WWTF Expansion Project was fully completed

## 9. Contribution.

- (a) **Time of Contribution.** Upon completion of the WWTF Expansion Project as described in Attachment B, 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 WWTF Expansion Project ("Contribution"). 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 WWTF Expansion Project prior to completion of the entire WWTF Expansion 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 WWTF Expansion Project, free from all liens, security interests, encumbrances, restrictions and claims, to have and to hold the WWTF Expansion 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 WWTF Expansion Project is properly conveyed to AQUA at the time of Contribution. Upon AQUA'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 WWTF Expansion Project, or, with the permission of AQUA, within one (1) month after Contribution of the final portion of the WWTF Expansion Project:

permission of AQUA, within one (1) month after Contribution of the final portion of the WWTF Expansion Project:

- (i) Completion of the WWTF Expansion Project in accordance with the Plans and Specifications;
  - (ii) The WWTF Expansion Project passing all inspection, equipment and process start-up and testing procedures performed by Builder in Aqua's presence in accordance with its regular pre-service procedures including provision of formal start-up certificates from the equipment and system vendors;
  - (iii) Provision of accurate As Built Information to AQUA indicating portions of the WWTF Expansion Project to be contributed;
  - (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 WWTF Expansion Project;
  - (vi) Builder's certification, and provision of evidence satisfactory to AQUA, that Builder has paid or discharged the Contractor(s);
  - (vii) Payment to AQUA of any outstanding fees or other amounts owing AQUA pursuant to this Agreement;
  - (viii) Engineer's Certificate of Construction Completion which shall be submitted to Pennsylvania's DEP; and
  - (ix) Transfer of all regulatory permits and approvals as indicated on Attachment E and attached hereto.
- (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 WWTF Expansion 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.

## **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 WWTF Expansion 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, at AQUA's sole discretion, 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 otherwise 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 in the form of Attachment J 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's tariff on file with the PUC.
  - (c) **Terminate Agreement.** AQUA may terminate this Agreement upon notice to Builder.
  - (d) **Complete WWTF Expansion Project.** AQUA shall have the right (but not the obligation) to complete the WWTF Expansion Project, in its entirety or to any intermediate point, by independent Contractor(s) 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 WWTF Expansion Project, AQUA shall have the right to take possession of all existing materials and supplies of the Builder relating to the WWTF Expansion 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, 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 Modify or Expand the WWTF Expansion Project.** AQUA shall have the right to modify the WWTF Expansion Project installed under this Agreement, connect thereto and renew or enlarge the same without in any way changing the terms under this Agreement.
  - (b) **Refusal to Accept Contribution.** If the WWTF Expansion Project is not done in accordance with the Plans and 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 WWTF Expansion Project, in which event AQUA may refuse to provide wastewater service to the Development or portions thereof.
  - (c) **Right of Set-Off.** AQUA may offset any of its claims against the Builder against any amounts which AQUA or Aqua Pennsylvania Wastewater, Inc. (hereinafter referred to as "Aqua") may owe the Builder, or parties controlling, controlled by or under common control with the Builder (hereinafter referred to as "Builder's Affiliates") either under this Agreement or other agreements between AQUA or Aqua PA and the Builder or Builder's Affiliates, whether or not related to the WWTF Expansion Project.
  - (d) **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 WWTF Expansion Project and charge the cost to Builder.
  - (e) **Attorneys' Fees.** The Builder agrees that if suit is brought by AQUA against it to enforce this Agreement, including, but limited to, AQUA'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 attorney's 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

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 WWTF Expansion 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 WWTF Expansion Project, Builder will cease all work on the WWTF Expansion Project and will cause Contractor(s) to cease all work on the WWTF Expansion Project.
- 2. Exhibits and Attachments.** All exhibits and attachments referenced herein are incorporated in this Agreement and are made fully a part thereof as though fully set forth in the body of this Agreement.
- 3. Governing Law.** This Agreement, all attachments and exhibits 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.
- 4. Assignment; Change in Ownership.** The Builder shall not assign its rights and obligations under this Agreement, or transfer control or ownership of the WWTF Expansion Project or any part thereof, directly or indirectly, voluntarily or involuntarily, without the prior written approval of AQUA.
- 5. 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 WWTF Expansion 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.
- 6. Survival of Provisions on Contribution or Termination.** All warranties, representations, agreements and covenants made by Builder in this Agreement, or in any

6. **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 WWTF Expansion Project and any termination of this Agreement.
7. **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 WWTF Expansion 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.
8. **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.
9. **Third Parties.** Nothing contained in this Agreement shall be deemed to confer upon the Contractor(s) or any third party any right against AQUA.
10. **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.
11. **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.
12. **Notices.** Notices, demands and requests required or permitted to be given under this Agreement (hereinafter collectively referred to as "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:**

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

With a copy to:

Aqua Pennsylvania Wastewater, Inc.  
762 W. Lancaster Avenue  
Bryn Mawr, PA 19010  
Attn: General Counsel

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

**AQUA PENNSYLVANIA WASTEWATER, INC.,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Joseph G. Thurwanger, Vice President  
Planning and Engineering

Witness: \_\_\_\_\_  
New Business Representative

**BUILDER:**  
a Pennsylvania corporation

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

Witness: \_\_\_\_\_

Federal E.I. Number: \_\_\_\_\_

**JOINDER:**

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

By: \_\_\_\_\_  
[Authorized Signature]

Attest: \_\_\_\_\_  
[Authorized Signature]

**Exhibit 1**

**SPECIFICATIONS FOR BUILDER  
WASTEWATER TREATMENT FACILITY UPGRADE  
CONSTRUCTION**

**Builder's Wastewater Treatment Facility Expansion Agreement  
Expansion:**

**ATTACHMENT PACKAGE**

**ATTACHMENTS FOR  
BUILDER'S WASTEWATER TREATMENT FACILITY EXPANSION  
and  
Pre-Construction Requirements**

Submit the following to Aqua Pennsylvania Wastewater ("AQUA"):

- a. Description and Plan of Expansion Project - Attachment A
- b. Preliminary Cost Estimate for Expansion Project - Attachment B
- c. Commitment and Release of Contractor - Attachment C
- d. Assignment of Contractor's Warranty by Builder - Attachment D
- e. Permits and Regulatory Approvals - Attachment E
- f. Administrative Fee - Attachment F - in the amount of \$\_\_\_\_\_.00
- g. Value-Added Fee - Attachment G - in the amount of \$\_\_\_\_\_.00
- h. Performance Bond or Letter of Credit - Attachment H - in the amount of \$\_\_\_\_\_.00
- i. Certificates of Insurance from Builder and Contractor - Attachment I

Aqua Pennsylvania Wastewater ("AQUA") will review the submissions, and if complete and satisfactory, will sign the Builder's Treatment Facility Expansion Agreement ("Expansion Agreement") and schedule a pre-construction meeting with the Builder and Contractor. Upon the execution of the Expansion Agreement, the Attachment Package will be incorporated into and made part of the Agreement which will be binding upon AQUA, Builder and Contractor.

**Attachment A**

**Description and Plan of Expansion Project**

Project Description:

Plan:

**Attachment B**

**Preliminary Cost Estimate for Expansion Project**

**Summary of Builder's Costs:**

a. Construction Cost to Builder: \$ \_\_\_\_\_ .00

b. AQUA Administration Fee \$ \_\_\_\_\_ .00

c. AQUA Value-added Fee \$ \_\_\_\_\_ .00

**Administrative / Value-Added Sub-total:** \$ \_\_\_\_\_ .00

**d. Total Project Cost to Builder:** \$ \_\_\_\_\_ .00

**Attachment C**

**Commitment and Release of Contractor**

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

Date: \_\_\_\_\_

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

Dear Aqua Pennsylvania Wastewater:

In connection with, and as consideration for, the agreement between \_\_\_\_\_ (the "Contractor") and \_\_\_\_\_ (the "Builder") for the expansion of the Links of Gettysburg Wastewater Treatment Facility and related appurtenances (the "Expansion Project"), Contractor acknowledges that Builder has agreed, or will agree, to contribute the completed Expansion Project, or portions of the Expansion Project as they become completed, to Aqua Pennsylvania Wastewater ("AQUA") pursuant to a Builder's Wastewater Expansion 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 Wastewater Treatment Facility Expansion Agreement ("Expansion Agreement"). Contractor will be liable with Builder on a joint and several basis to AQUA for failure to perform the construction and safety aspects of the Expansion Project in compliance with the Expansion Agreement.
2. Builder has agreed to assign to AQUA the warranty from the Contractor covering work and materials for the Expansion 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 Expansion Agreement, and all applicable laws, regulations and ordinances, including but not limited to DEP requirements, OSHA standards and rules and regulations relating to the installation of sewer 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 Expansion 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 I to the Expansion 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 Expansion 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 Aindemnified parties) from and against any and all claims, demands, actions, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorney's 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 Expansion 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 attorney's fees and cost of investigation) arising out of or related to the Expansion 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 the Pennsylvania Department of Environmental Protection ("DEP") related to the Expansion 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.

Sincerely,

\_\_\_\_\_  
Name and title of Contractor's authorized representative:

**Attachment D**

**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 Wastewater Treatment Facility Expansion Agreement ("Expansion Agreement") between the undersigned and Aqua Pennsylvania Wastewater, Inc. ("AQUA"), in connection with the expansion of the Links at Gettysburg Wastewater Treatment facility ("Expansion Project"), the undersigned \_\_\_\_\_ (the "Builder") hereby assigns to AQUA all of its right, title and interest in and to the warranty of \_\_\_\_\_ (the "Contractor") for the Expansion Project, as set forth in sections of the Construction Contract between the undersigned and Contractor in connection with the Expansion Project, which is attached hereto ("Contract").

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

The undersigned may not 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 E**

### **Permits and Regulatory Approvals**

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 Expansion 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.

## **Attachment F**

### **Administrative Fee and Administrative Services**

#### **Administrative Fee**

- (a) The Builder is obligated to pay to AQUA an Administrative Fee. The Administrative Fee is calculated in the following amount:
  - (i) One Thousand and Two Hundred and Fifty Dollars (\$2,500.00), plus
  - (ii) Invoices paid by Aqua for project review by Aqua's designated consultant, if applicable

Builder is not entitled to a refund if actual footage is less than planned footage. AQUA reserves the right to charge the 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 Expansion Project for addition to AQUA's sanitary sewer 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'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 G**

### **Value-Added Fee and Value-Added Services**

#### **Value-Added Fee**

- (a) The Builder is obligated to pay to AQUA an up-front fee based on an estimated cost to provide a third-party representative, hired by AQUA, to witness the installation of the Expansion Project. The fee is calculated as follows:
  - (i) Sixty-Eight Thousand and Six Hundred Dollars (\$68,600.00) for construction observation, plus
  - (ii) The actual cost to AQUA of providing Value-Added Services for unusual or extraordinary site conditions, and for overtime costs for AQUA personnel or its consultant outside of normal business hours due to Builder's schedule, as set forth in subsection (b).

Builder is entitled to a refund of its initial deposit if the actual billed costs for the third-party representative is less than estimated calculated costs. Builder is required to make an additional payment if the actual third-party representative costs exceed the calculated estimated costs.

- (b) The Value-Added Fee charges set forth in subsection (a)(i) and (ii) are based upon an estimated cost from Aqua's consultant. If AQUA encounters, or it becomes apparent that it will encounter, unusual or extraordinary conditions for provision of Value-Added Services to the Expansion Project, Builder will pay to AQUA, as provided for in subsection (a)(iii), 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 incurred by AQUA 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 Expansion Project.

## **Attachment H**

### **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, Engineer's Completion Certification, payments by Builder and the performance of Builder's warranty. The Performance Bond shall be issued by a corporate surety who 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 Expansion Project. The Performance Bond will provide for payment to AQUA of an amount equal to but not less than one hundred percent (100%) of the total Builder's Construction Sub-Total 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 Expansion 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 Builder's Construction Sub-Total certified for the Expansion Project (or, if final costs have not been determined at Contribution, the estimated Builder's Construction Sub--Total), 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 (1) year after the effective date of Contribution of the final portion of the Expansion Project. Upon the expiration of two (2) years after the effective date of Contribution of the final portion of the Expansion 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 Wastewater, Inc. ("AQUA"), 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 Wastewater Treatment Facility Expansion Agreement ("Expansion Agreement") with AQUA to expand the existing wastewater Treatment Facility location at \_\_\_\_\_. Upon AQUA'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 shall have the right to notify the Surety and if so notified, the Surety shall make prompt payment to AQUA 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, 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, Expansion of time, alteration, addition to or omission from the terms of the Expansion Agreement, the work to be performed thereunder or the attachments to the Expansion 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, Expansion of time, alteration, addition to or omission from the terms of the Expansion Agreement, the work or the related attachments.

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

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 Expansion 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 Expansion 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 Worker's 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>
Worker's 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, as applicable.

**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  
**ABC CONSTRUCTION COMPANY**  
123 MAIN STREET  
ANYTOWN, PA 12345

Company A  
Company B  
Company C  
Company D

**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	<b>GENERAL LIABILITY</b>	12345678	1/1/00	1/1/01	GENERAL AGGREGATE \$2,000,000
X	COMMERCIAL GEN LIABILITY OWNERS & CONTRACTORS PROT				PRODUCTS-COMP/OP AGG \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) MED EXP (Any one person)
A	<b>AUTOMOBILE LIABILITY</b>	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
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE
B	<b>EXCESS LIABILITY</b>	12345678	1/1/00	1/1/01	EACH OCCURRENCE \$5,000,000
X	UMBRELLA FORM				AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	12345678	1/1/00	1/1/01	STATUTORY LIMITS X \$100,000
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE INCL. EXCL. THE PROPRIETOR/PARTNER/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 Wastewater, Inc. ("AQUA"), its employees, directors, officers, agents are listed as additional insured for the sanitary sewer main expansion project. This insurance shall be primary with respect to any insurance, which may be carried by AQUA.

**CERTIFICATE HOLDER**

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

**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 J**

*Sewage Facilities Planning Module Approval*

\*\*\*\*\*



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

December 1, 2021

Mount Joy Township Board of Supervisors  
902 Hoffman Home Road  
Gettysburg, PA 17325

Re: Approval Letter – Revision  
Act 537 Planning  
The Links at Gettysburg PGC – Wade Run  
DEP CODE NO. A3-01924-260-3  
APS ID No. 1051370, AUTH ID No. 1375702  
Mount Joy Township, York County

Dear Supervisors:

The Department of Environmental Protection (DEP) has reviewed the proposed Official Plan revision consisting of a 100-lot subdivision on 48 acres with 99 proposed single-family residential lots and one commercial lot. Total estimated sewage flows are 26,290 gpd (125 EDUs) tributary to Aqua PA Wastewater, Inc. Links collection and conveyance system and wastewater treatment plant. The proposed development is located at 3465 Taneytown Road in Mount Joy Township, Adams County.

The plan revision is approved. The following comments apply:

1. The expansion of the Aqua PA Wastewater, Inc. Links wastewater treatment plant will require an NPDES (Part I) permit amendment for the proposed effluent discharge. The permit application must be submitted in the name of Aqua PA Wastewater, Inc. The Part I permit application can be obtained from DEP's Clean Water Program at the letterhead address, by telephone at 717.705.4707 or downloaded from the Internet at [www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms\\_home.htm](http://www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms_home.htm).
2. The expansion of the Aqua PA Wastewater, Inc. Links wastewater treatment plant will also require a Water Quality Management (Part II) permit for the construction and operation of the proposed sewage facilities. The permit application must be submitted in the name of Aqua PA Wastewater, Inc. Issuance of a Part II permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a permit is a violation of the Clean Streams Law. The Part II permit application can be obtained from DEP's Clean Water Program at the letterhead address, by telephone at 717.705.4707 or downloaded from the Internet at [www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms\\_home.htm](http://www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms_home.htm).
3. In accordance with Section 207(b) of the Pennsylvania Clean Streams Law (CSL), collector sewers which will not serve more than 250 single family dwelling units, or their equivalent

sewage flow, do not need a permit for construction and operation under the CSL. This planning approval, as it applies to these facilities, is given on the condition that collector sewers qualifying for permit exemption must be designed, constructed and operated in accordance with the technical standards and practices contained in DEP's Domestic Wastewater Facilities Manual (October 1997). All portions of new or modified sewage facilities included in this planning approval which do not qualify for the permit exemption, such as trunk lines, pump stations, force mains and treatment plants, must obtain a CSL permit from DEP prior to construction or modifications. The permit exemption created by Section 207(b) of the CSL applies only to permits under the CSL. Other DEP permits may be required for construction of collector sewers if encroachments to streams or wetlands will result.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board  
Rachel Carson State Office Building, Second Floor  
400 Market Street  
P.O. Box 8457  
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

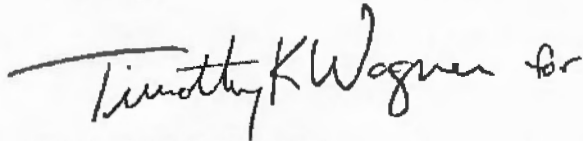
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

**IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.**

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.**

If you have any questions or concerns, please call Carrie Wilt at 717.705.4755 and refer to DEP Code No. A3-01924-260-3, Application No. 1051370 and Authorization No. 1375702.

Sincerely,

A handwritten signature in black ink that reads "Timothy K. Wagner for". The signature is written in a cursive style.

Maria D. Bebenek, P.E.  
Program Manager

cc: Richard Klein, The Links at Gettysburg Land Company, Inc.(pdf)  
Joseph McDowell, Martin & Martin, Inc. (pdf)  
Stephen J. Draus, Aqua PA Wastewater Inc. (pdf)  
York County Planning Commission (pdf)

\*\*\*\*\*

**Attachment K**

*2020 Chapter 94 Report*

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**AQUA PENNSYLVANIA WASTEWATER, INC.**

# **THE LINKS AT GETTYSBURG**

## **MUNICIPAL WASTELOAD MANAGEMENT REPORT**

### **FOR OPERATING YEAR 2020**

THIS REPORT IS PREPARED FOR COMPLIANCE WITH CHAPTER 94 OF TITLE 25  
RULES AND REGULATIONS OF THE PENNSYLVANIA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION.

**Prepared by:**



Entech Engineering, Inc.  
201 Penn Street | PO Box 32 | Reading, PA 19603-0032  
(p) 610.373.6667 (f) 610.373.7537

**Project No. 5811.025**

**Dated: March 26, 2021**

**AQUA PENNSYLVANIA WASTEWATER, INC.  
THE LINKS AT GETTYSBURG  
CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT ANNUAL REPORT**

**FOR CALENDAR YEAR 2020**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>
1	Chapter 94 Municipal Wasteload Management Annual Report (PADEP Form 3800-FM-BPNPSM0507)
<b>ATTACHMENTS</b>	
A	PADEP Chapter 94 Spreadsheet & Graphs
B	Sewer Extensions
C	Sewage Pump Stations
D	Corrective Action Plan
E	Flow Meter Calibration Report

**SECTION 1**

**CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT  
ANNUAL REPORT  
(PADEP FORM 3800-FM-BPNPSM0507)**



## CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT ANNUAL REPORT

For Calendar Year: 2020

- Permittee is owner and/or operator of a POTW or other sewage treatment facility  
 Permittee is owner and/or operator of a collection system tributary to a POTW not owned/operated by permittee

GENERAL INFORMATION			
Permittee Name:	Aqua Pennsylvania Wastewater, Inc.	Permit No.:	PA0246484
Mailing Address:	762 W Lancaster Avenue	Effective Date:	March 1, 2020
City, State, Zip:	Bryn Mawr, PA 19010	Expiration Date:	February 28, 2025
Contact Person:	Steve Draus, PE	Renewal Due Date:	September 1, 2024
Title:	Central Area Manager	Municipality:	Mount Joy Township Cumberland Township
Phone:	570-648-5783	County:	Adams
Email:	sjdraus@aquaamerica.com	Consultant Name:	Entech Engineering, Inc.
CHAPTER 94 REPORT COMPONENTS			
<p>1. Attach to this report a line graph depicting the monthly average flows (expressed in MGD) for each month for the past 5 years and projecting the flows for the next 5 years. The graph must also include a line depicting the hydraulic design capacity per the WQM permit. (25 Pa. Code § 94.12(a)(1))</p> <p><b>Check the appropriate boxes:</b></p> <p><input checked="" type="checkbox"/> Line graph for flows attached (Attachment A)  <input checked="" type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment A)  <input type="checkbox"/> Section 1 is not applicable (report is for a collection system).</p>			
<p>2. Attach to this report a line graph depicting the monthly average organic loads (express as lbs BOD5/day) for each month for the past 5 years and projecting the organic loads for the next 5 years. The graph must also include a line depicting the organic design capacity of the treatment plant per the WQM permit. (25 Pa. Code § 94.12(a)(2))</p> <p><b>Check the appropriate boxes:</b></p> <p><input checked="" type="checkbox"/> Line graph for organic loads attached (Attachment A)  <input checked="" type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment A)  <input type="checkbox"/> Section 2 is not applicable (report is for a collection system).</p>			

3. If the DEP Chapter 94 Spreadsheet was not used to determine projections, discuss the basis for the hydraulic and organic projections. In all cases, include a description of the time needed to expand the plant to meet the load projections, if necessary, and data used to support the projections should be included in an appendix to this report. (25 Pa. Code § 94.12(a)(3))

The DEP Chapter 94 Spreadsheet was used to determine projections. Supplemental information related to the Spreadsheet and the basis for the hydraulic and organic projects is provided in Attachment A.

4. Attach a map showing all sewer extensions constructed within the past calendar year, sewer extensions approved or exempted in the past year in accordance with Act 537 and Chapter 71, but not yet constructed, and all known proposed projects which require public sewers but are in the preliminary planning stages. The map must be accompanied by a list summarizing each extension or project and the population to be served by the extension or project. If a sewer extension approval or proposed project includes schedules describing how the project will be completed over time, the listing should include that information and the effect this build-out-rate will have on populations served. (25 Pa. Code § 94.12(a)(4))

Check the appropriate boxes:

- Map showing sewer extensions constructed, approved/exempted but not yet constructed, and proposed projects attached (Attachment B)
- List summarizing each extension or project attached (Attachment B)
- Schedules describing how each project will be completed over time and effects attached (Attachment )

Comments:

There were no sewer extensions constructed in 2020. Refer to Attachment B for details on upcoming development and new sewer extensions.

5. Discuss the permittee's program for sewer system monitoring, maintenance, repair and rehabilitation, including routine and special activities, personnel and equipment used, sampling frequency, quality assurance, data analyses, infiltration/inflow monitoring, and, where applicable, maintenance and control of combined sewer regulators during the past year. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(5))

Comments:

The WWTP is checked daily, and the pump stations are checked monthly. Aqua Pennsylvania Wastewater, Inc. (Aqua) has one (1) local operator for the system. Aqua also utilizes a contractor to check the facilities on days when the internal operator is off.

Routine sampling is conducted at the WWTP as required by the NPDES permit. WWTP flow is recorded continuously. Grab samples are taken daily for pH and dissolved oxygen. UV transmittance is continuously monitored and once per week the UV light transmittance is recorded. Grab samples are taken twice monthly for CBOD5, total suspended solids, and fecal coliform. An 8-hour composite sample is also taken twice monthly for total phosphorus. Total nitrogen is analyzed annually.

6. Discuss the condition of the sewer system including portions of the system where conveyance capacity is being exceeded or will be exceeded in the next 5 years and portions where rehabilitation or cleaning is needed or is underway to maintain the integrity of the system and prevent or eliminate bypassing, CSOs, SSOs, excessive infiltration and other system problems. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(6))

**Check the appropriate boxes:**

- System experienced capacity-related bypassing, SSOs or surcharging during the report year. On a separate sheet, list the date, location, and reason for each bypass, SSO or surcharge event.
- System did not experience capacity-related bypassing, SSOs or surcharging during the report year.

**Comments:**

There are no specific areas of the sewer system where conveyance capacity is an issue.

7. Attach a discussion on the condition of sewage pumping (pump) stations. Include a comparison of the maximum pumping rate with present maximum flows and the projected 2-year maximum flows for each station. (25 Pa. Code § 94.12(a)(7))

**Check the appropriate boxes:**

- The collection system does not contain pump stations
- The collection system does contain pump stations (Number – 2)
- Discussion of condition of each pump station attached (Attachment C)

8. If the sewage collection system receives industrial wastes (i.e., non-sanitary wastes), attach a report with the information listed below. (25 Pa. Code § 94.12(a)(8))

- a. A copy of any ordinance or regulation governing industrial waste discharges to the sewer system or a copy of amendments adopted since the initial submission of the ordinance or regulation under Chapter 94, if it has not previously been submitted.
- b. A discussion of the permittee's or municipality's program for surveillance and monitoring of industrial waste discharges into the sewer system during the past year.
- c. A discussion of specific problems in the sewer system or at the plant, known or suspected to be caused by industrial waste discharges and a summary of the steps being taken to alleviate or eliminate the problems. The discussion shall include a list of industries known to be discharging wastes which create problems in the plant or in the sewer system and action taken to eliminate the problem or prevent its recurrence. The report may describe pollution prevention techniques in the summary of steps taken to alleviate current problems caused by industrial waste dischargers and in actions taken to eliminate or prevent potential or recurring problems caused by industrial waste dischargers.

**Check the appropriate boxes:**

- Industrial waste report as described in 8 a., b. and c. attached (Attachment )
- Industrial pretreatment report as required in an NPDES permit attached (Attachment )

**Comments:**

The sewage system does not receive any industrial wastes.

9. Existing or Projected Overload.

Check the appropriate boxes:

- This report demonstrates an existing hydraulic overload condition.
- This report demonstrates a projected hydraulic overload condition.
- This report demonstrates an existing organic overload condition.
- This report demonstrates a projected organic overload condition.

If one or more boxes above have been checked, attach a Corrective Action Plan (CAP) to reduce or eliminate present or projected overloaded conditions under §§ 94.21 and/or 94.22 (relating to existing overload and projected overload). (25 Pa. Code § 94.12(a)(9))

- Corrective Action Plan attached (Attachment D)

10. Where required by the NPDES permit, attach a Sewage Sludge Management inventory that demonstrates a mass balance of solids coming in and leaving the facility over the previous calendar year.

- Sewage Sludge Management Inventory attached (Attachment )

Comments:

A Sewage Sludge Management Inventory is not required by the NPDES permit.

11. For facilities with CSOs and where required by the NPDES permit, attach an Annual CSO Report (including satellite combined sewer systems).

- Annual CSO Report attached (Attachment )

Comments:

The sewer system does not contain any combined sewers.

12. For POTWs, attach a calibration report documenting that flow measuring, indicating and recording equipment has been calibrated annually. (25 Pa. Code § 94.13(b))

- Flow calibration report attached (Attachment E)

**RESPONSIBLE OFFICIAL CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Name of Responsible Official

Signature

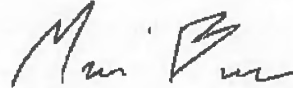
Telephone No.

Date

**PREPARER CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared by me or otherwise under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

**Marci A. Beggs**  
**Entech Engineering, Inc.**



Name of Preparer

Signature

**610-373-3345**

**3/26/2021**

Telephone No.

Date

## **ATTACHMENT A**

### **PADEP CHAPTER 94 SPREADSHEET & GRAPHS**

The DEP Chapter 94 Spreadsheet (Spreadsheet) was used to determine hydraulic and organic load projections for the Links at Gettysburg (Links) wastewater treatment plant (WWTP). The Spreadsheet along with the hydraulic and organic graphs are provided within this Attachment.

Per the NPDES permit, influent BOD sampling is not required. To estimate the average monthly organic loading to the WWTP, four (4) influent BOD grab samples were taken in December, 2020. The influent BOD load was then calculated for each of those 4 days. Two (2) of the BOD loads were excluded, because they were deemed to be unrepresentative of the influent waste stream. The average BOD load from the remaining two (2) samples was 58 pounds per day. This load was used as the average monthly organic loads for the past five (5) years, as shown on the Spreadsheet.



**PADEP Chapter 94 Spreadsheet  
Sewage Treatment Plants**

Facility Name: The Links at Gettysburg

Permit No.: PA0246484

Reporting Year: 2020

Persons/EDU: 3.5

Existing Hydraulic Design Capacity: 0.06 MGD  
 Upgrade Planned in Next 5 Years? YES  
 Future Hydraulic Design Capacity: 0.115 MGD

Existing Organic Design Capacity: 125 lbs BOD5/day  
 Upgrade Planned in Next 5 Years? YES  
 Future Organic Design Capacity: 240 lbs BOD5/day

Monthly Average Flows for Past Five Years (MGD)

Month	2016	2017	2018	2019	2020
January	0.0174	0.0228	0.0233	0.0321	0.0301
February	0.0269	0.0164	0.0327	0.0293	0.0228
March	0.0144	0.0211	0.0212	0.031	0.0248
April	0.0144	0.0246	0.0267	0.0285	0.03
May	0.0262	0.0274	0.0311	0.0517	0.0296
June	0.0278	0.024	0.0311	0.0289	0.0263
July	0.0236	0.035	0.0449	0.0453	0.0288
August	0.0238	0.0286	0.034	0.0269	0.0403
September	0.0212	0.0218	0.0607	0.0217	0.0229
October	0.0208	0.0233	0.0231	0.0319	0.0273
November	0.0155	0.0214	0.041	0.0245	0.0272
December	0.0211	0.0158	0.0357	0.0299	0.0385

Annual Avg 0.0213  
 Max 3-Mo Avg 0.0259  
 Max : Avg Ratio 1.22  
 Existing EDUs 185.0  
 Flow/EDU (GPD) 129.1  
 Flow/Capita (GPD) 36.9  
 Exist. Overload? NO

Projected Flows for Next Five Years (MGD)

	2021	2022	2023	2024	2025
New EDUs	31.0	53.0	56.0	96.0	51.0
New EDU Flow	0.0046	0.0079	0.0083	0.0146	0.0078
Proj. Annual Avg	0.0325	0.0404	0.0487	0.0633	0.0799
Proj. Max 3-Mo Avg	0.0406	0.0505	0.0609	0.0791	0.0886
Proj. Overload?	NO	NO	NO	NO	NO

Show Precipitation Data on Hydraulic Graph?

Total Monthly Precipitation for Past Five Years (Inches)

Month	2016	2017	2018	2019	2020
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

Monthly Average BOD5 Loads for Past Five Years (lbs/day)

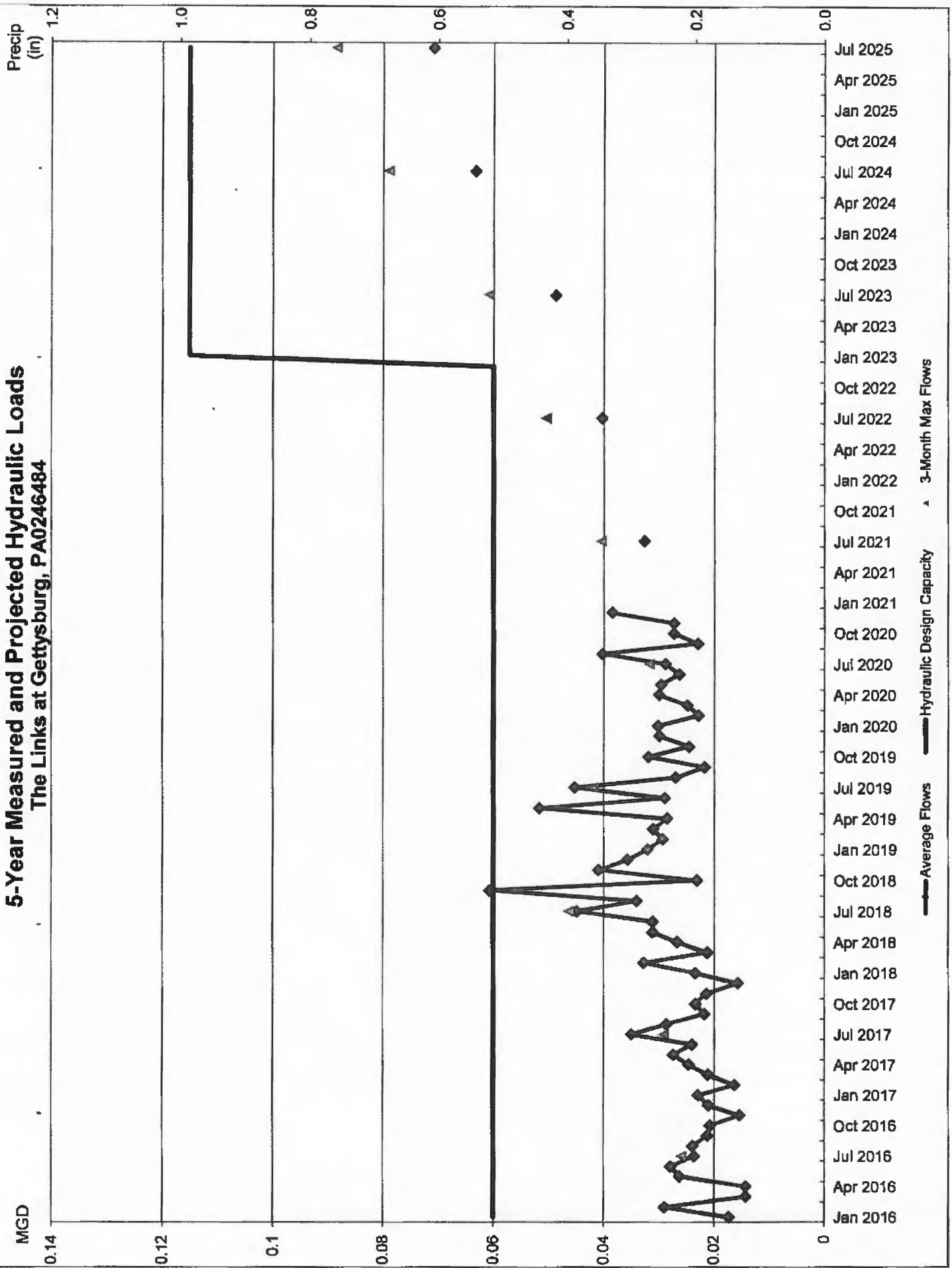
Month	2016	2017	2018	2019	2020
January	58	58	58	58	58
February	58	58	58	58	58
March	58	58	58	58	58
April	58	58	58	58	58
May	58	58	58	58	58
June	58	58	58	58	58
July	58	58	58	58	58
August	58	58	58	58	58
September	58	58	58	58	58
October	58	58	58	58	58
November	58	58	58	58	58
December	58	58	58	58	58

Annual Avg 58  
 Max Mo Avg 58  
 Max : Avg Ratio 1.00  
 Existing EDUs 185  
 Load/EDU 0.353  
 Load/Capita 0.101  
 Exist. Overload? NO

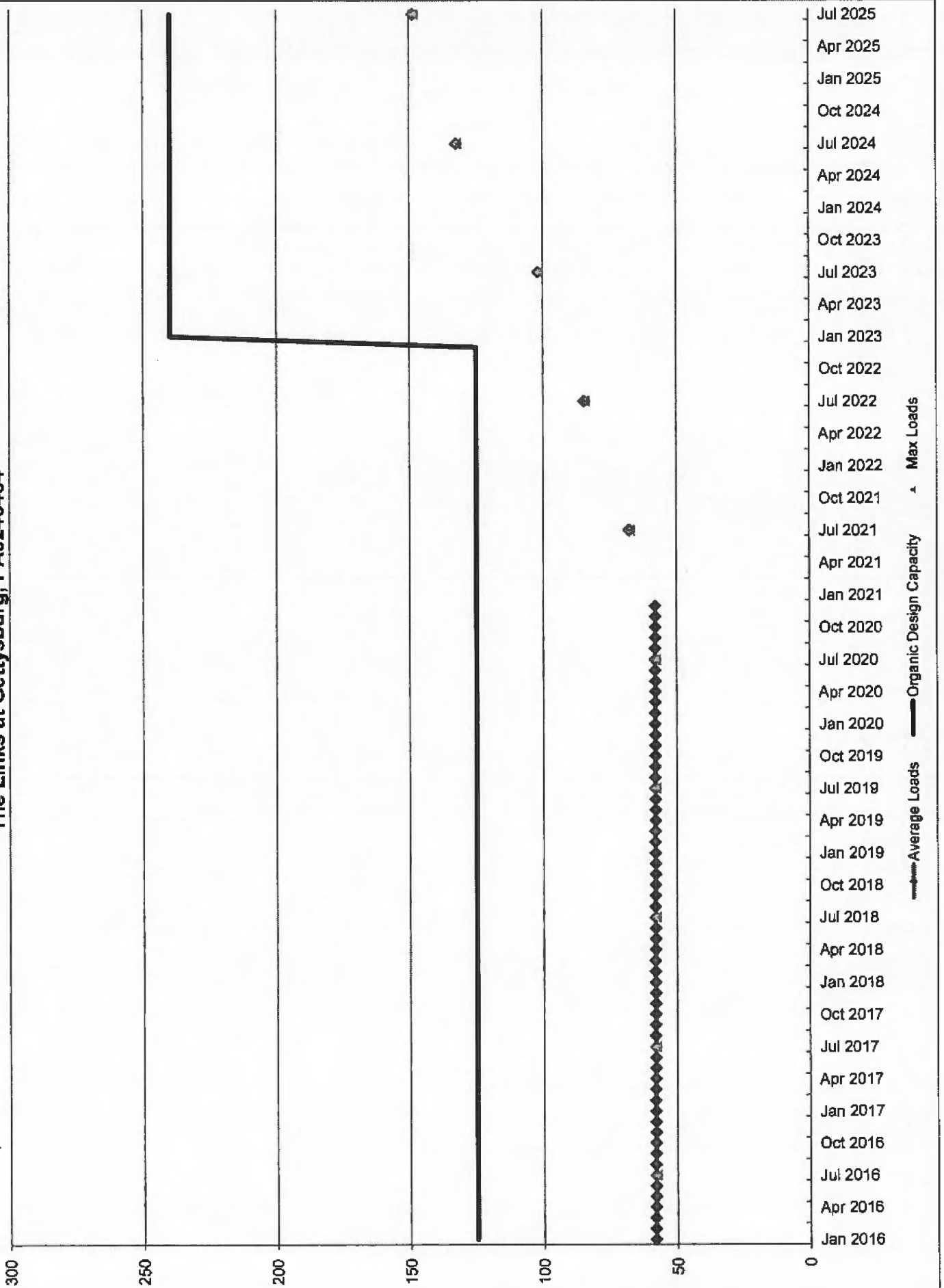
Projected BOD5 Loads for Next Five Years (lbs/day)

	2021	2022	2023	2024	2025
New EDUs	31	53	56	96	51
New EDU Load	9.712	18.804	17.544	30.703	15.978
Proj. Annual Avg	68	84	102	133	149
Proj. Max Avg	68	84	102	133	149
Proj. Overload?	NO	NO	NO	NO	NO

# 5-Year Measured and Projected Hydraulic Loads The Links at Gettysburg, PA0246484



# 5-Year Measured and Projected Organic Loads The Links at Gettysburg, PA0246484



## **ATTACHMENT B**

### **SEWER EXTENSIONS**

The Links at Gettysburg (Links) is a development made up of several growing communities. The following page includes a summary of the sewer service connections within the development. This includes a list of each existing or future community or miscellaneous connection, the total EDU count at full buildout, the number of EDUs currently connected (as of February 10, 2021), the number of EDUs currently under construction, and the number of EDUs remaining to be constructed and connected to the system. The summary also includes an estimated connection schedule for the EDUs that are under construction and/or remaining.

Also included in this Attachment is a map showing the existing sanitary sewer system. As shown on the map, the sanitary sewer system is already constructed within the existing Garrison Falls, Courtyards, Retreat Villas, and Cumberland Crossing communities. New EDUs connected within these communities will connect to the existing sewer lines. Sanitary sewer extensions will be required to serve the future Wade Run/Fryer Tract, Cavalry Chase, and Powder Creek communities.

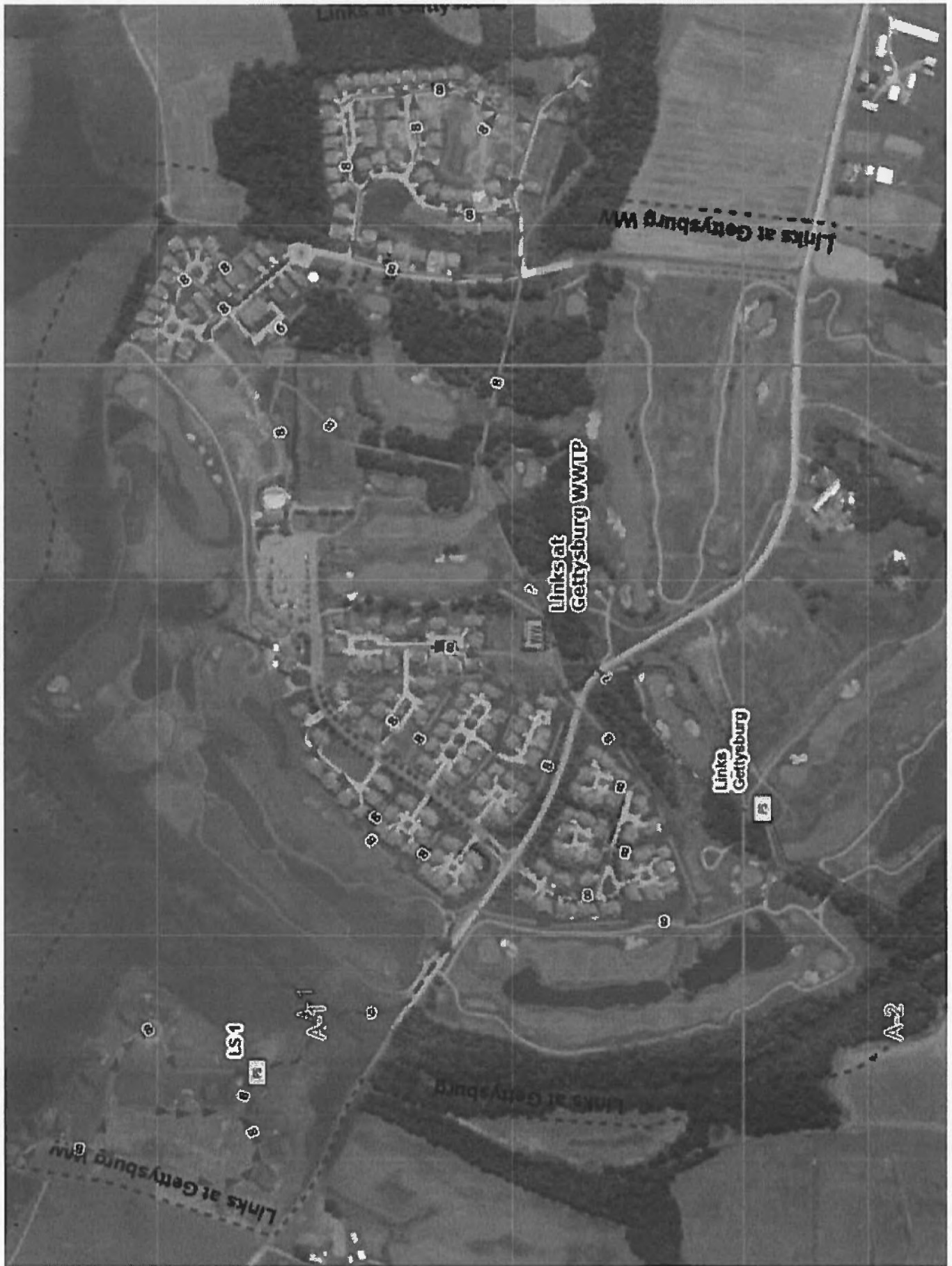
**The Links at Gettysburg - Planned Golf Community  
Service Connections - Sewer & Water EDU's**

<u>Residential</u>	Full	2/5/2021	2/5/2021	Remaining	Estimated Connection Schedule				
	Buildout	Units	Units Under	Unit	2021	2022	2023	2024	2025
<u>Existing</u>	Connections	Connected	Construction	Connections					
Courtyards /Battery Ridge, Lookout & Round Top	111	102	2	7	2	2	2	2	1
Garrison Falls - Phase I, II & III	77	52	6	19	15	9	0	0	0
Retreat Condo Bldg #4	12	11	1	0	1	0	0	0	0
Retreat Villas - Phase I, II & III	38	22	0	16	0	10	6	0	0
Cumberland Crossing	43	20	1	22	12	11	0	0	0
<b>Sub Total: Existing Residential</b>	<b>281</b>	<b>207</b>	<b>10</b>	<b>64</b>	<b>31</b>	<b>32</b>	<b>8</b>	<b>2</b>	<b>1</b>
<u>Future</u>									
Fryer - Wade Run Residential Subdivision	99	0	0	99	0	20	34	35	10
Calvary Chase	26	0	0	26	0	0	0	6	20
Powder Creek	54	1	0	53	0	0	13	20	20
<b>Sub Total: Future Residential</b>	<b>179</b>	<b>1</b>	<b>0</b>	<b>178</b>	<b>0</b>	<b>20</b>	<b>47</b>	<b>61</b>	<b>50</b>
<b>Sub Total: Existing &amp; Future Residential</b>	<b>460</b>	<b>208</b>	<b>10</b>	<b>242</b>	<b>31</b>	<b>52</b>	<b>55</b>	<b>63</b>	<b>51</b>
<u>Non-Residential</u>									
<u>Existing</u>									
Premier Clubhouse	1	1	0	0	0	0	0	0	0
Proshop	1	1	0	0	0	0	0	0	0
Sewer Treatment Plant Building	1	1	0	0	0	0	0	0	0
Water Treatment Plant Building	1	1	0	0	0	0	0	0	0
Community Amenity Building	1	1	0	0	0	0	0	0	0
Community Amenity Pool Building	1	1	0	0	0	0	0	0	0
Klein Residence - 350 Mason Dixon Road	1	1	0	0	0	0	0	0	0
<b>Sub Total: Existing Non-Residential</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<u>Future</u>									
Fryer - Hotel & Cottages	35	0	0	35	0	0	0	35	0
Maintenance Building	1	0	0	1	0	0	1	0	0
Golf Course Restroom (Location TBD)	1	0	0	1	0	1	0	0	0
<b>Sub Total: Future Non-Residential</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>35</b>	<b>0</b>
<b>Sub Total: Existing &amp; Future Non-Residential</b>	<b>44</b>	<b>7</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>35</b>	<b>0</b>
<b>Total: Existing &amp; Future Residential &amp; Non-Residential</b>	<b>504</b>	<b>215</b>	<b>10</b>	<b>279</b>	<b>31</b>	<b>53</b>	<b>56</b>	<b>98</b>	<b>51</b>

**THE LINKS AT  
GETTYSBURG**



**MMI** martin and martin incorporated  
37 south main street - suite A  
chambersburg, pennsylvania . 17201  
phone: (717) 264-6759



## **ATTACHMENT C**

### **SEWAGE PUMP STATIONS**

There are two (2) pump stations within the sanitary sewer system. The Cumberland Crossing Pump Station, which serves the Cumberland Crossing community, discharges to the gravity sewer at The Courtyards (which is made up of the Lookout, Roundtop, and Battery Ridge communities). Sewage from The Courtyards flows via gravity to the Lousy Run Pump Station, which discharges directly to the Links WWTP. Flow from the Retreat and Garrison Falls communities is via gravity to the WWTP. The locations of the pump stations are shown on the sanitary sewer system map in Attachment B.

The original permit application for the Cumberland Crossing pump station noted a hydraulic design capacity of 44 gallons per minute (gpm) at 27' total dynamic head (TDH). However, that flow was not adequate to provide a "flushing velocity" of 4 feet per second, which is necessary to re-suspend settled solids after a pump turns off. Therefore, the Cumberland Crossing pump station was provided with VFD's so that it could pump at the original permitted design flow rate of 44 gpm at 27 feet TDH (peak hourly flow rate) and was also provided with the capability to pump at 80 gpm at 58 feet TDH (peak instantaneous flow rate) which is necessary to achieve flushing velocities in the force-main.

The Cumberland Crossing pump station is equipped with a flow meter. Currently, flows from this pump station are only saved for the prior month. The total flow from the month of January, 2021, was 47,100 gallons. Aqua Pennsylvania Wastewater, Inc. (Aqua), the owner and operator of the Links WWTP and collection system, is considering the SCADA system's capabilities to record the pump station flows

The hydraulic capacity of the Lousy Run pump station is 83 gpm. This pump station is not equipped with a flow meter. The Lousy Run pump station is planned for rehabilitation in March, 2021. The rehabilitation will include the installation of new pumps and new controls. Aqua is also considering the installation of a flow meter at this pump station as part of the rehabilitation project.

## **ATTACHMENT D**

### **CORRECTIVE ACTION PLAN**

The Links WWTP was designed and permitted with a future upgrade in mind that would increase the hydraulic capacity from 0.06 MGD to 0.115 MGD and the organic capacity from 125 pounds per day to 240 pounds per day. As shown on the DEP Chapter 94 Spreadsheet provided in Attachment A, an upgrade of the Links WWTP is anticipated in 2023. The timing of this upgrade is based on the estimated connection schedule, included in Attachment B, that was provided by the developer of the Links. The developer of the Links communities is allowed to connect new EDUs to this sewer system at Aqua's discretion, as Aqua is the owner and operator of the system. The developer will be required to upgrade the Links WWTP to serve the requested EDUs. An upgrade design and Water Quality Management (WQM) Part II permit application will be prepared and submitted to the Pennsylvania Department of Environmental Protection (DEP) once DEP has granted planning approval. Construction of the upgrade will then commence once the loading to the WWTP reaches either 80% of the hydraulic capacity or 80% of the organic capacity.

## **ATTACHMENT E**

### **FLOW METER CALIBRATION REPORT**

There is a Eastech Vantage model 2210 magnetic flow meter installed at the Links WWTP to monitor and record daily plant flows. The flow meter was calibrated in December of 2019 by FlowTech, LLC, and again in February of 2021 by JS Instrumentation & Calibration, LLC. Both calibration reports are provided on the following pages.

# FlowTech, LLC

P.O. Box 304  
Flourtown, PA 19031

Phone 484 685-6676  
Fax 215 836-2710

## SERVICE REPORT

Aqua PA  
762 West Lancaster Avenue  
Bryn Mawr, PA 19010

Contact Person: Tom Cicala

Contract: Annual  
Date of service: 12/19/2019  
Location: Links at Gettysburg  
Meter: Effluent  
Manufacturer: Eastech / Partlow  
Serial#: 10647 / 1020631-0003  
Transmitter: 2210  
Recorder: MRC5000  
Primary: 45 degree V-notch Weir  
Maximum Capacity: 0-118,000 GPD

## Completed Work

### Calibration of Transmitter

Tested: Simulated Head Rises & Flow  
Measurements  
Error: 3%  
Tolerance:  $\pm 1\%$

### Calibration of Totalizer

Tested at: 0, 50 & 100%  
Multiplier: X 100  
Error: 0%  
Tolerance:  $\pm 1\%$

### Calibration of Recorder

Tested at: 0, 50 & 100%  
Multiplier: In %  
Error: 1%  
Tolerance:  $\pm 1\%$

Notes: Cleaned primary and left equipment in working order.

Technician: kg



**Instrumentation & Calibration, LLC**

***Report of Calibration***

**Customer:** AQUA PA  
**Address:** 2154 roaring creek road  
mount carmel PA 17851  
**Manufacturer:** Eastech vantage  
**Model:** 2210  
**Serial:** 10647  
**Description:** Links WWTP Effluent Flowmeter  
**I. D. Number:** s/n  
**Method:** Head vs Flow

**Work Order:** 1144  
**Date Received:** 2/25/2021  
**Calibration Date:** 2/25/2021  
**Due Date:** 2/25/2022  
**Temp. :** 15°C  
**Humidity:** 40 %RH  
**Unit Received:** Pass  
**Unit Returned:** Pass  
**Report No.:** 105.00

Test Standard:	Calibration Due:	Model #:	S/N:
Isco Flow Book		6th Edition	

The equipment described above has been tested for accuracy. The test instrument(s) used in the calibration has been checked for conformance and traceability to National Institute of Standards and Technology (N.I.S.T.). Calibrations, as applicable, are performed in compliance with the requirements of ISO 9001:2000 and MIL-STD-45662A.

Comments: Checked flow at 42 GPM

*Jason Scarcella*

Calibrated By: Jason Scarcella

\*\*\*\*\*

**Attachment L**

*2021 Consolidated Financial Statements*

\*\*\*\*\*

**INCOME STATEMENT**

# Income Statement

## JOB SUBMISSION PARAMETERS

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

User Name: AQUAMERICA\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: Base  
Report Currency: B Base  
XBRL Tag: N No

# Income Statement

Consolidated		AQUA PENNSYLVANIA INC.		Consolidated		AQUACHART	
Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date		
NETPROFIT	Net Profit						
NETINCOME	Net Income						
NIBT	Net Income Before Taxes						
OPER INC	Operating Income						
TOTREV	Revenue						
OPREV	OPREV						
OPREV-WTR	OPREV-WTR						
460100-0000	Unmetered Rev-RESIDENTIAL	2,225.86-	32,141.94-	2,451.63-	30,673.29-		
461100-0000	Metered Sales-Residential	25,118,034.34-	310,570,416.62-	25,985,114.93-	318,190,211.32-		
461200-0000	Metered Sales-Commercial	8,660,124.59-	108,546,401.53-	8,058,263.70-	102,713,516.32-		
461300-0000	Metered Sales-Industrial	1,481,338.51-	18,683,089.15-	1,462,670.86-	18,329,697.19-		
461400-0000	Metered Sales-Public Authority	654,145.02-	8,481,675.45-	589,307.83-	8,254,557.99-		
461605-0000	Metered Sales - Bulk Water	3,080.92-	76,323.98-	41,740.43-	224,501.75-		
462000-0000	Metered Fire Protection Rev	1,062,231.46-	12,792,948.31-	1,058,209.17-	12,878,316.09-		
462100-0000	Public Fire Protection	543,476.11-	6,519,980.27-	540,018.98-	6,505,768.06-		
462200-0000	Private Fire Protection	176,038.46-	2,099,416.43-	178,705.27-	2,078,549.40-		
466000-0000	Sales for Resale-Metered	260,163.33-	2,972,592.77-	229,052.99-	2,635,538.82-		
471000-0000	Misc Srv Rev	67,217.51-	524,604.72-	76,609.74-	495,985.82-		
471010-0000	Misc Srv Rev-RECONNECTION FEE	9,500.00-	251,385.00-	11,700.00-	51,703.77-		
471050-0000	Misc Srv Rev-LATE PAYMENT FEES	73,428.53-	581,929.87-	64,394.81-	860,552.79-		
471060-0000	Misc Srv Rev-BAD CHECK FEE	16,779.32-	71,996.87-	1,420.00-	21,635.00-		
471070-0000	Misc Srv Rev-NEW ACCT FEE	0.00-	50.00-	0.00-	100.00-		
471100-0000	Misc Srv Rev-DSIC IMPRV SURCH	2,396,280.62-	21,335,733.96-	690,879.35-	3,682,858.12-		
471200-0000	Misc Srv Rev-ST TAX ADJ SURCH	11.36	622.53	0.00	1,217.84		
<hr/>							
Total OPREV-WTR		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 Systems	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-		
<hr/>							
Total OPREV-SWR		3,041,016.15-	36,459,891.52-	2,615,353.04-	31,928,935.92-		
<hr/>							
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		
<hr/>							
Total NON-OPER REV		535,155.05-	7,401,837.80-	597,909.60-	2,923,168.65-		

# Income Statement

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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
	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-WTRTPT Oper LBR-Employ-Rg	537,227.86	5,853,707.81	491,647.82	5,221,112.00
601319-0000	WT-WTRTPT Oper LBR-Employ-OT	126,836.84	918,301.37	89,444.25	779,479.17
601410-0000	WT-WTRTPT Maint LBR-Employ-Rg	4,409.25	105,669.06	5,384.94	164,094.28
601419-0000	WT-WTRTPT 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	565.88	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	1,303,511.03	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

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Company 15 - AQUA PENNSYLVANIA INC. USD  
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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 Empl-HEALTH PLANS	0.00	442.40	0.00	0.00
604813-0000	WT-A&G Empl-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
604824-0000	WT-A&G Empl-Insurance Payments	147,470.81	1,604,705.08	132,079.00	1,479,615.78
604827-0000	WT-A&G Empl-Contributions Dent	4,925.48	58,408.48	3,881.43	47,654.03
604828-0000	WT-A&G Empl-Pension Service Co	1,420,939.50	17,051,262.00	798,050.00	9,576,600.00
604829-0000	WT-A&G Empl-OPEB Service Costs	173,296.11	2,079,553.00	112,097.50	1,345,170.00
604837-0000	WT-A&G Empl-Nonqual Service Co	11,791.64	141,500.00	10,623.92	127,487.04
604838-0000	WT-A&G Empl-CONTRIB THRIFT PL	166,458.02	1,561,974.84	97,727.13	1,362,397.35
604840-0000	WT-A&G Year End Contribution	69,804.00	817,032.95	45,000.00	773,778.11
604842-0000	WT-A&G Empl-GROUP LIFE INS	18,120.61	213,866.56	17,857.00	212,703.40
604845-0000	WT-A&G Empl-LTD INSURANCE	21,979.10	268,883.84	21,744.84	261,674.86
604850-0000	WT-A&G Empl-EDUCATION	1,664.95	46,786.40	13,527.39	65,378.80
604852-0000	WT-A&G Empl-WELFARE EXP-Gen	0.00	0.00	0.00	2,097.70
604855-0000	WT-A&G Emp-BACKGROUND CHECKS	0.00	0.00	0.00	4.95
604857-0000	WT-A&G Emp-EASE CONTRACT	0.00	39,881.16	9,783.18	36,501.30
604860-0000	WT-A&G Emp-FLOWERS & FRUIT	424.18	3,042.02	398.99	2,541.15
604864-0000	WT-A&G Emp-RETIREMENT LUNCHS	0.00	600.00	0.00	2,406.79
604867-0000	WT-A&G Emp-PROF SERV - HR	0.00	3,350.00	7,955.00	7,955.00
604880-0000	WT-A&G Fees COLI Accounts	600.00	76,536.61	3,224.00	68,420.24
604891-0000	WT-A&G Empl-INTERCO BENEFITS	4,921.43	49,112.94	3,724.56	47,840.76
704845-0000	SW-A&G Empl-EDUCATION	150,813.90	1,715,434.98	147,969.10	1,619,201.21
704850-0000	SW-A&G Empl-WELFARE EXP-Gen	3,975.00	3,975.00	0.00	0.00
704891-0000	SW-A&G Empl-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
OM PRCH WW T					
710500-0000	SW-Purchased WW-T&D-OPER	381,199.09	4,732,165.15	410,881.21	4,808,831.54
Total OM PRCH WW T&D-OPER		636,837.65	6,805,626.74	436,912.02	5,028,151.65

# Income Statement

Income Statement  
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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		969,724.00	0.00	0.00
710510-0000	SW-Purchased WW Hauling-T&D-OP		7,775,350.74	436,912.02	5,028,151.65
OM SLUDGE	Total OM PURCH WW TRMT				
711500-0000	OM SLUDGE	80,293.50-	1,147,648.22	95,560.95	1,046,248.55
	SW-Sludge Removal-T&D-OPER	556,544.15	1,147,648.22	95,560.95	1,046,248.55
OM PRCH PWR	Total OM SLUDGE				
615100-0000	OM PURCH POWER	292,234.10	5,998,500.22	533,617.39	7,665,181.89
615300-0000	WT-Purchased Power-SOURCE OPER	49,664.96	155,577.47	30,186.93-	120,279.89
615500-0000	WT-Purchased Power-TREAT OPER	102,706.23	1,160,803.96	104,662.52	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	48,561.32	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	Total 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	29,988.00
618360-0000	WT-Chem-WTRTRT-OPER-PERCOL	1,690.50	23,155.50	3,312.00	6,815.11
618363-0000	WT-Chem-WTRTRT-OPER-SOLAR SALT	78.40	1,096.70	364.00	233,378.12
618365-0000	WT-Chem-WTRTRT-OPER-LIME	12,275.71	275,099.49	19,903.61	772.75
618367-0000	WT-Chem-WTRTRT-OPER-COPPER SUL	0.00	1,020.03	0.00	801,033.13
618375-0000	WT-Chem-WTRTRT-OPER-CARBON	117,157.56	885,278.45	69,128.06	56,866.30
618385-0000	WT-Chem-WTRTRT-OPER-POTAPERM	0.00	25,266.60	0.00	141,122.82
618390-0000	WT-Chem-WTRTRT-OPER-AMMONIA	9,273.61	153,703.11	9,656.84	67,426.00
618395-0000	WT-Chem-WTRTRT-OPER-MISC Chem	2,999.40	64,143.73	5,676.23	506,902.91
718300-0000	SW-Chem-Pump Oper-GENERAL	56,418.20	540,800.13	9,253.51	5,721,765.38
	Total OM CHEMICALS	498,400.42	6,060,871.48	439,715.93	5,721,765.38
OM SUPPLIES	Total 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

# Income Statement

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Company 15 - AQUA PENNSYLVANIA INC.  
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AQUA PENNSYLVANIA INC.

Consolidated

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Account Nbr	Description	Period Amount	Year To Date	Last Year Period	Last Year To Date
<b>OM SUPPLIES</b>					
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-Meters	0.00	0.00	0.00	700.30
620504-0000	WT-Mat&Sup-T&D OPER-Hydrants	1,181.62	12,032.03	1,860.66	10,998.32
620506-0000	WT-Mat&Sup-T&D OP-FRIEGHT	0.00	673.04	0.00	482.97
620507-0000	WT-Mat&Sup-T&D OP-MAINT OF OTH	21,071.28	101,061.55	12,779.07	98,389.07
620508-0000	WT-Mat&Sup-T&D OP-OBSOLETE INV	4,263.06-	30,380.91-	4,434.60	189,132.66
620509-0000	WT-Mat&Sup-T&D OP-INVENT PRICE	20,314.62	148.23	1,090.96-	937.77
620510-0000	WT-Mat&Sup-T&D OP-SALT SUPPLY	0.00	1,530.00	0.00	0.00
620511-0000	WT-Mat&Sup-T&D OP-BUILDING SUP	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&DMNT-OBSOLETE INV	0.00	5.28	0.00	0.00
620609-0000	WT-Mat&Sup-T&DMNT-INVENT PRICE	467.78	695.22	0.00	221.04
620610-0000	WT-Mat&Sup-T&DMNT-SALT SUPPLY	435.66	3,726.96	487.60	1,279.95
620611-0000	WT-Mat&Sup-T&DMNT-BUILDING SUP	0.00	0.00	0.00	14.80
620612-0000	WT-Mat&Sup-T&DMNT-MAINT SUPPLY	55.73	1,039.01	541.04	1,892.03
620613-0000	WT-Mat&Sup-T&DMNT-MAINT SUPPLY	0.00	3,358.75	53.59	1,592.65
620614-0000	WT-Mat&Sup-T&DMNT-TOOL PURCH	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&DMNT-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
<b>OM OS ENGINEER</b>					
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
<b>OM OS ACCNT</b>					
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

# Income Statement

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		
OM OS LEGAL	OM OS LEGAL						
633800-0000	WT-Cont Serv-Legal-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 LAB/TST	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		
636400-0000	WT-Cont Serv-Oth-WTRT MAINT	503,292.66	1,407,765.31	286,897.10	1,678,295.27		
636500-0000	WT-Cont Serv-Oth-T&D OPER-Gen	59,894.05	363,515.78	64,520.43	319,477.28		
636501-0000	WT-Cont Serv-Oth-T&D OPER-Main	31,524.72	31,995.44	32.62	573.10		
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	809,241.06		
636740-0000	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	2,241.60	25.65	309.30	1,237.08		
736710-0000	SW-WorkFlow Processing Fee	8,055.63	82,367.80	6,559.04	87,808.33		

# Income Statement

Company 15 - AQUA PENNSYLVANIA INC. USD  
 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
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	484,742.37	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 CMPEVS					
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
650514-0000	WT-Trans-T&D OP-CAR WASH TCK	248.00	2,101.22	69.13	938.39
650515-0000	WT-Trans-T&D OP-LICENSES	1,980.00	126,287.65	669.95	109,052.68
650531-0000	WT-Trans-T&D OP-DIESEL	7,295.18	119,125.20	38,875.03	98,171.96
650532-0000	WT-Trans-T&D OP-GASOLINE	8,213.74	143,879.77	8,841.79	154,006.34
650533-0000	WT-Trans-T&D OP-MOTOR OIL	85,005.38	1,063,308.66	96,112.51	1,025,141.15
650534-0000	WT-Trans-T&D OP-CNG Fuel	6,422.30	50,348.07	0.00	24,150.38
650540-0000	WT-Trans-T&D OP-PARTS AUTO&MCH	4,768.77	62,780.91	3,232.05	64,598.84
650544-0000	WT-Trans-T&D OP-TIRES	77,006.34	430,243.92	43,108.02	434,571.48
650545-0000	WT-Trans-T&D OP-TOOL PURCHASES	5,673.28	101,749.64	7,014.15	95,558.91
650551-0000	WT-Trans-T&D OP-CLEARING RES	2,122.81	12,369.14	2,230.45	49,140.20
650555-0000	WT-Trans-T&D OP-CRASH	133,972.10	1,335,654.94	98,569.37	1,174,945.27
650611-0000	WT-Transportation-T&D-Outside	24,275.56	131,126.01	31,306.79	37,556.99
650800-0000	WT-Trans-A & G	0.00	0.00	0.00	105.00
750515-0000	SW-Trans-T&D OP-Lease	7,956.62	98,650.57	7,263.10	63,428.67
750532-0000	SW-Trans-T&D OP Gasoline	3,139.00	100,299.55	9,135.49	29,835.37
750540-0000	SW-Trans-T&D Ops-Parts Auto &	3,635.00	42,125.00	3,080.79	7,703.39
750800-0000	SW-Trans-A&G	1,196.00	11,747.00	661.83	2,329.83
	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
<b>OM INSURANCE</b>					
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	1,255,156.26
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
<b>Total OM INSURANCE</b>					
		538,473.17	6,470,892.17	490,223.02	5,793,145.32
<b>OM OTHER</b>					
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	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
675834-0000	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	.16	.31	.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

# Income Statement

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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 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-	88,636.93-	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 Oper Contract-Labor-Ot	0.00	531.00	0.00	1,358.43
426020-0000	Misc NonUtil Exp-RENTAL PROP	2,118.75	6,654.48	0.00	4,921.12
426030-0000	Misc NonUtil Exp-ANTENNAE	3,373.00	18,154.19	0.00	26,743.65
426040-0000	Misc NonUtil Exp-DEVELOPER-Rg	34,816.55	426,978.98	25,308.41	431,248.04
426049-0000	Misc NonUtil Exp-DEVELOPER-OT	3,099.78	73,582.61	4,683.26	56,120.44
426060-0000	Misc NonUtil Exp-CHARIT CONTR	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

# Income Statement

GL293 Date 03/09/22  
Time 11:15

Company 15 - AQUA PENNSYLVANIA INC.  
Income Statement  
For Period 12 Through 12 Ending December 31, 2021

USD

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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
NON OPER EXP	NON-OPER EXP				
426090-0000	Misc NonUtil Exp-NON-CUST REL	1,813.58	56,342.01	14,600.00	46,173.97
426100-0000	Misc NonUtil Exp-Street Lights	0.00	0.00	0.00	4,450.05
426105-0000	Misc NonUtil Exp-Garbage	0.00	480.97	278.54	1,779.51
426110-0000	Misc NonUtil Exp-Bill Mat&Serv	4,977.98	42,572.00	950.83	51,512.55
426210-0000	Misc NonUtil-Acq-Payroll-Rg	0.00	114.04	0.00	0.00
426230-0000	Misc NonUtil-Acq-Prof Services	0.00	0.00	0.00	400.00-
426310-0000	Misc NonUtil-N-Cust-Payroll-Rg	14,668.15	133,180.11	9,459.36	121,899.83
426320-0000	Misc NonUtil-N-Cust-Trv & Pers	10,127.59	47,252.36	71,249.18	13,290.25
426340-0000	Misc NonUtil-N-Cust-Act & Evt	75.00	133,765.60	71,348.84	143,426.24
426900-0000	Misc NonUtil Exp-OTHER	18,961.46	485,439.89	47,368.19	323,781.07
426930-0000	Misc NonUtil-Other-Prof Servic	3,042.52	24,195.26	623.96	27,833.35
426940-0000	Misc NonUtil-Other-Promo Mat	0.00	174.04	0.00	0.00
426950-0000	Misc NonUtil-Non-tax Ded Bus Ex	25,775.00	253,633.80	37,955.14	275,123.99
	Total NON-OPER EXP	330,837.43	5,002,467.51	346,708.01	7,156,472.67
	Total Operations & Maint	15,959,110.47	151,655,892.74	12,314,041.95	138,048,038.78
DEPRECIATION	DEPRECIATION				
403000-0000	Deprec Exp-Utility Plant	8,729,500.23	103,547,344.68	8,351,621.37	98,575,631.17
403200-0000	Deprec Exp-Other Phy Prop	105.15	1,264.61	105.88	6,047.21
403200-0000	Deprec Exp-Utility Plant-SWR	989,982.11	11,681,968.08	872,883.95	9,677,077.05
403220-0000	Deprec Exp-Other Phy Prop-SWR	45,581.65	546,617.94	45,333.93	540,876.40
	Total DEPRECIATION	9,765,169.14	115,777,195.31	9,269,945.13	108,799,631.83
AMORTIZATION	AMORTIZATION				
406000-0000	Amort-Util Plant Acq Adj	88,264.06-	1,059,733.13-	88,452.38-	1,063,828.70-
407301-0000	Amort-CIAC	279,160.23-	3,270,374.97-	265,827.39-	3,144,050.49-
407321-0000	Amort-CIAC-SWR	47,999.38-	555,433.23-	44,104.07-	518,273.97-
428000-0000	Amort-Debt Disc & Expense	11,384.37	144,549.73	0.00	100,957.30
666800-0000	MT-Reg Com-Amort Rate Case-A&G	39,704.64	476,455.68	39,704.64	476,455.68
766800-0000	SW-Reg Com-Amort Rate Case-A&G	1,887.45	22,649.40	1,887.45	22,649.40
	Total AMORTIZATION	362,447.21-	4,241,886.52-	356,791.75-	4,126,090.78-
OTHER TAXES	OTHER TAXES				
408101-0000	Assessment-PUC	198,571.00	2,230,207.00	173,130.00	1,901,502.00
408102-0000	Assessment-Consumer Advocate	66,151.00	770,222.00	62,219.00	653,711.00
408103-0000	Assessment-SBA	13,601.00	124,035.00	7,071.00	75,822.00
408105-0000	Assessment-DPC	3,483.00	27,263.00	1,061.00	18,540.00
408110-0000	Property Taxes	141,266.34	1,269,618.54	134,244.66	1,223,472.84
408121-0000	Payroll Taxes-FICA	319,949.11	3,853,626.72	322,500.67	3,860,146.64
408122-0000	Payroll Taxes-FUTA	333.52	27,249.16	148.67	22,361.68
408123-0000	Payroll Taxes-SUTA	1,774.18	88,947.51	7,058.51-	228,430.38
408139-0000	Other Taxes-MISC	0.00	1,772.24	969.41	3,666.60
408204-0000	Other Taxes-PURTA	344,341.77	5,272,626.00	467,000.00	4,653,301.78
	Total OTHER TAXES	1,089,470.92	13,665,567.17	1,161,285.90	12,640,954.92
	Total Utility Costs & Expenses	26,451,303.32	276,856,768.70	22,388,481.23	255,362,534.75
	Total Operating Income	17,648,921.10-	260,545,024.96-	19,815,321.10-	256,442,517.71-
OTHER INC EXP	Other Income Expenses				

# Income Statement

GL293 Date 03/09/22 Time 11:15 Company 15 - AQUA PENNSYLVANIA INC. USD Page 11  
 Income Statement For Period 12 Through 12 Ending December 31, 2021 Fiscal Year 2021, Consolidated AQUACHART

Account Mbr	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 NET				
OTHER RETIRE	OTHER COMPONENTS OF NET PERIOD				
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 JOB SUBMISSION PARAMETERS  
Time: 11:21

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

Main

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

Year Code: Period 12  
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

GL292 Date 03/09/22  
Time 11:21

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

USD

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Fiscal Year 2021

## Consolidated

AQUA PENNSYLVANIA INC.

Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
<b>ASSETS</b>					
<b>NET PLANT</b>					
<b>NETUTIL PLANT</b>					
<b>UTIL PLANT</b>					
<b>PPE</b>					
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-
<b>Total PPE</b>					
UTIL PLT ACQ	UTIL PLT ACQ ADJ	5,685,820,452.72	5,357,593,384.62	328,227,068.10	6.1
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
<b>Total UTIL PLT ACQ ADJ</b>					
<b>Total Utility Plant</b>					
<b>ACCUM DEPR</b>					
<b>AD-General</b>					
108000-0000	AD-General	5,685,318,211.81	5,356,018,410.58	329,299,801.23	6.1
<b>Total ACCUM DEPR</b>					
<b>Total Net Utility Plant</b>					
<b>CWIP</b>					
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
<b>Total CWIP</b>					
<b>Total Net Plant</b>					
<b>OTHER PROP/I</b>					
<b>OTHER PPE</b>					
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
<b>Total OTHER PPE</b>					
<b>Total Other Property and Inves</b>					
<b>CURRENT</b>					
<b>CASH IN BANK</b>					
131200-0000	CASH IN BANK	23,453,107.44	23,913,209.02	460,101.58-	1.9-
	Cash	0.00	5,002,000.00	5,002,000.00-	100.0-

# 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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Fiscal Year 2021

## Consolidated

## AQUA PENNSYLVANIA INC. Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
<b>CASH IN BANK</b>					
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
	<b>Total CASH IN BANK</b>	<b>2,598,510.16</b>	<b>5,765,397.76</b>	<b>3,166,887.60-</b>	<b>54.9-</b>
<b>WORKING FUND</b>					
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	
	<b>Total WORKING FUND</b>	<b>17,103.45</b>	<b>17,103.45</b>	<b>0.00</b>	
<b>CUST A/R</b>					
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-	
	<b>Total CUST A/R</b>	<b>55,001,386.06</b>	<b>50,834,751.37</b>	<b>4,166,634.69</b>	<b>8.2</b>
<b>OTHER AR</b>					
142000-0000	Other A/R	640,039.21	814,825.97	174,786.76-	21.5-
142080-0000	Other A/R-Contract Ops	93,781.54	125,318.61	31,537.07-	25.2-
172000-0000	Rents Receivable	900.00	600.00	300.00	50.0
	<b>Total OTHER AR</b>	<b>734,720.75</b>	<b>940,744.58</b>	<b>206,023.83-</b>	<b>21.9-</b>
<b>RESERVE UN</b>					
143000-0000	RESERVE - UN	11,316,506.65-	10,799,644.79-	516,861.86-	4.8
	<b>RESERVE-UNCOLLECTABLE ACCTS</b>	<b>11,316,506.65-</b>	<b>10,799,644.79-</b>	<b>516,861.86-</b>	<b>4.8</b>
<b>INTERCO</b>					
<b>NONSYSINTCO</b>					
145014-0000	InterCompany Acct Co 14 - Resource	28,338,136.02-	28,338,136.02-	0.00	
	<b>Total AR AFFILIATES</b>	<b>28,338,136.02-</b>	<b>28,338,136.02-</b>	<b>0.00</b>	
<b>SYSTEMINT</b>					
<b>ALL SYSTEM INTER&amp;ZONE</b>					
<b>INTERCOMPANY</b>					
911000-0000	Sys IntComp Acct Co 10 - Corp	39,547,577.45-	9,752,957.45-	29,794,620.00-	305.5
911100-0000	Sys IntComp Acct Co 11 - Serv	8,412,291.37-	6,133,984.84-	2,278,306.53-	37.1
911400-0000	Sys IntComp Acct Co 14 - Aqua Reso	0.00	7,901.43	7,901.43-	100.0-
911800-0000	Sys IntComp Acct Co 18 - Cust Serv	488,189.14-	578,857.81-	90,668.67	15.7-
911900-0000	Sys IntComp Acct Co 19 - Aqua Infr	0.00	667.31-	667.31-	100.0-
912300-0000	Sys IntComp Acct Co 23 - OH	21,955.19	35,324.16	13,368.97-	37.8-
912400-0000	Sys IntComp Acct Co 24 - IL	11,920.39	7,282.79	4,637.60	63.7
912500-0000	Sys IntComp Acct Co 25 - NJ	7,014.52	14,761.51	7,746.99-	52.5-
913100-0000	Sys IntComp Acct Co 31 - TX	0.00	2,078.66	2,078.66-	100.0-
913200-0000	Sys IntComp Acct Co 32 - IN	0.00	61.97-	61.97	100.0-
913400-0000	Sys IntComp Acct Co 34 - VA	0.00	913.62	913.62-	100.0-
913500-0000	Sys IntComp Acct Co 35 - NC	0.00	6,168.07	6,168.07-	100.0-
	<b>Total SYSTEM INTERCOMPANY</b>	<b>48,407,167.86-</b>	<b>16,390,764.52-</b>	<b>32,016,403.34-</b>	<b>195.3</b>
<b>INTRAZONE</b>					
<b>SYSTEM ZONE</b>					
921501-0000	IntraZone Acct Co 15 Zone 1	344,530,210.62-	332,613,341.14-	11,916,869.48-	3.6
921502-0000	IntraZone Acct Co 15 Zone 2	331,627,390.38	318,056,535.42	13,570,854.96	4.3
921503-0000	IntraZone Acct Co 15 Zone 3	1,632,954.65	1,450,136.83	182,817.82	12.6

# 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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Fiscal Year 2021

Consolidated

AQUA PENNSYLVANIA INC.

Consolidated

Account Nbr	Description	Current Year	Previous Year	Change	Percent
<b>INTRAZONE</b>					
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
	<b>Total SYSTEM ZONE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
	<b>Total ALL SYSTEM INTER&amp;ZONE</b>	<b>48,407,167.86</b>	<b>16,390,764.52</b>	<b>32,016,403.34</b>	<b>195.3</b>
<b>MATERIALS AN</b>					
151000-0000	Plant Material & Supplies	76,745,303.88	44,728,900.54	32,016,403.34	71.6
	<b>Total MATERIALS AN</b>	<b>16,420,957.47</b>	<b>6,695,112.19</b>	<b>9,725,845.28</b>	<b>145.3</b>
<b>UNBILLED REV</b>					
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
	<b>Total UNBILLED REV</b>	<b>26,828,565.67</b>	<b>25,178,064.50</b>	<b>1,650,501.17</b>	<b>6.6</b>
<b>OTHER PREPAY</b>					
162000-0000	Other Prepays	3,000,000.00	3,006,836.49	6,836.49	2.2
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
	<b>Total OTHER PREPAY</b>	<b>4,892,658.30</b>	<b>4,548,811.72</b>	<b>343,846.58</b>	<b>7.6</b>
<b>NON CURRENT</b>					
UNAMR DB EXP	Total Current and Accrued Asse	18,432,091.33	38,451,440.24	20,019,348.91	52.1
181000-0000	Unamortized Debt Expense	132,556.29	120,824.27	11,732.02	9.7
	<b>Total UNAMORT DEBT EXP</b>	<b>132,556.29</b>	<b>120,824.27</b>	<b>11,732.02</b>	<b>9.7</b>
<b>RATE CASE</b>					
186101-0000	Deferred Rate Case Exp-1	985,493.30	746,842.42	238,650.88	32.0
	<b>Total RATE CASE</b>	<b>985,493.30</b>	<b>746,842.42</b>	<b>238,650.88</b>	<b>32.0</b>
<b>PRELIMINARY</b>					
183010-0000	PRELIM SURVEY-PAYROLL-Rg	100,264.93	69,935.65	30,329.28	43.4
183019-0000	PRELIM SURVEY-PAYROLL-OC	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
	<b>Total PRELIMINARY</b>	<b>2,091,449.01</b>	<b>1,468,769.64</b>	<b>622,679.37</b>	<b>42.4</b>
<b>REG ASSETS</b>					
186325-0000	Reg Asset-EXC FUND/DEF-OPEB	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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AQUA PENNSYLVANIA INC.

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Account Nbr	Description	Current Year	Previous Year	Change	Percent
<b>REG ASSETS</b>					
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	
<b>Total REG ASSETS</b>					
		853,337,998.84	797,388,771.04	55,949,227.80	7.0
<b>RWIP</b>					
184010-0000	RWIP-PAYROLL-Rg	8,197,639.98	8,074,194.42	123,445.56	1.5
184019-0000	RWIP-PAYROLL-OC	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
<b>Total RWIP</b>					
		2,872,055.35	2,398,642.86	473,412.49	19.7
<b>OTH DEF DBTS</b>					
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
<b>GOODWILL</b>					
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	
<b>Total GOODWILL</b>					
		34,303,750.80	35,929,646.18	1,625,895.38	4.5
<b>OPER LEASE</b>					
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
<b>Total Operating Lease right-of</b>					
		901,975,729.07	846,453,592.78	55,522,136.29	6.6
<b>Total Non-Current Assets</b>					
		5,518,792,749.18	5,234,144,491.18	284,648,258.00	5.4
<b>Total Assets and Other Debits</b>					
<b>LIABILITIES AND EQUITY CAPITAL</b>					
<b>TOT CAPITAL</b>					
<b>COM STOCK EQ</b>					
201000-0000	COMMON STOCK	110,000.00	110,000.00	0.00	
	Common Capital Stock	110,000.00	110,000.00	0.00	
<b>Total COMMON STOCK</b>					
		110,000.00	110,000.00	0.00	

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Account Nbr	Description	Current Year	Previous Year	Change	Percent
<b>Consolidated</b>					
<b>CAPITAL SURP</b>					
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	
<b>Total CAPITAL SURP</b>					
RE PY	Retained Earnings	208,823,852.51-	162,471,884.72-	46,351,967.79-	28.5
215000-0000	RE PY	1,741,789,771.73-	1,604,320,181.15-	137,469,590.58-	8.6
<b>Total RE PY</b>					
RE CY	Unappropriated Retained Earnings	1,741,789,771.73-	1,604,320,181.15-	137,469,590.58-	8.6
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
<b>Total RE CY</b>					
DIVIDEND COM	Dividend Appropriation Common	0.00	50,000,000.00	50,000,000.00-	100.0-
215300-0000		0.00	50,000,000.00	50,000,000.00-	100.0-
<b>Total DIVIDENDS COMMON</b>					
EARN IN SUBS	EARNINGS IN SUBS	36,121,805.98-	30,105,492.78-	6,016,313.20-	20.0
215200-0000	EARNINGS OF SUBSIDIARIES	36,121,805.98-	30,105,492.78-	6,016,313.20-	20.0
REACQ CAPSTK	Total EARNINGS IN SUBS	1,000.00	1,000.00	0.00	
216000-0000	REACQ CAP STOCK	1,000.00	1,000.00	0.00	
<b>Total REACQ CAP STOCK</b>					
<b>Total Retained Earnings</b>					
LT DEBT	Total Equity Capital	1,949,338,652.99-	1,749,269,278.47-	200,069,374.52-	11.4
LTD	Long-Term Debt	2,158,272,505.50-	1,911,851,163.19-	246,421,342.31-	12.9
221010-0000	Long-Term Debt-FMB	1,784,800,000.00-	1,785,000,000.00-	200,000.00	18.4-
224020-0000	Long-Term Debt-PENNVEST	23,718,342.64-	29,050,790.02-	5,332,447.38	4.1-
251000-0000	Unamortized Bond Premium	1,645,737.00-	1,716,969.00-	71,232.00	.3-
<b>Total LTD</b>					
DEBT IS COST	Unamortized debt issue cost	1,810,164,079.64-	1,815,767,759.02-	5,603,679.38	4.2-
225020-0000	Unamortized debt issue costs - exte	13,191,787.94	13,763,103.53	571,315.59-	4.2-
<b>Total Unamortized debt issue c</b>					
ST DEBT	Total Long-Term Debt	1,796,972,291.70-	1,802,004,655.49-	5,032,363.79	.3-
LOANS PAYBLE	Short-Term Debt	35,000,000.00-	49,197,904.46-	14,197,904.46	28.9-
232101-0000	LOANS PAYABLE	35,000,000.00-	49,197,904.46-	14,197,904.46	28.9-
<b>Total LOANS PAYABLE</b>					

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## AQUA PENNSYLVANIA INC. Consolidated

Account Mbr	Description	Current Year	Previous Year	Change	Percent
	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
	Total Liabilities				
	Current and Accrued Liabilit				
	CURRENT PORT				
	Current Portion Ltd-FMB	0.00	5,861,000.00	5,861,000.00	100.0
	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	11.6
243030-0000	ACCURED BONUS	1,307,685.00	1,480,000.00	172,315.00	79.3
243130-0000	ACCURED SALARIES AND WAGES	1,454,277.72	811,234.69	643,043.03	80.1
243137-0000	Accrued Vacation	90,618.75	456,506.82	365,888.07	217.7
243140-0000	PAYROLL CLEARING	62,666.90	53,255.69	115,922.59	217.7

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Account Mbr	Description	Current Year	Previous Year	Change	Percent
<b>OTHER CUR LIAB</b>					
261020-0000	Operating Lease Liability	266,300.18-	241,063.11-	25,237.07-	10.5
263002-0000	NO Pension Reserve - Current	1,756.70	0.00	1,756.70	
263103-0000	EMPLOYEE PROFIT SHARING	837,648.00-	770,307.00-	67,341.00-	8.7
	<b>Total OTHER CUR LIAB</b>	<b>7,200,377.63-</b>	<b>6,055,617.75-</b>	<b>1,144,759.88-</b>	<b>18.9</b>
<b>Total Current and Accrued Liab</b>					
DEF NC LIAB	Deferred and Non-Current Liab	59,599,756.84-	59,480,585.16-	119,171.68-	.2
<b>ADV FOR CONST</b>					
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-
<b>Total ADV FOR CONST</b>					
REG LIAB	REG LIAB	60,488,801.77-	55,058,617.28-	5,430,184.49-	9.9
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-
<b>Total REG LIAB</b>					
NC OP LEASE	Non-Current Operating Lease	342,581,662.11-	347,775,722.11-	5,194,060.00	1.5-
285000-0000	Non-Current Operating Lease	8,141,320.38-	8,314,610.74-	173,290.36	2.1-
LT DEF FIT	Total NON-Current Operating Le	8,141,320.38-	8,314,610.74-	173,290.36	2.1-
282020-0000	LT DEF FIT	614,954,706.31-	569,795,144.31-	45,159,562.00-	7.9
283050-0000	Deferred FIT Depreciation	1,370,205.75-	2,782,573.75-	1,412,368.00	50.8-
	Federal Deferred Tax-Other				
<b>Total LT DEF FIT</b>					
LT DEF SIT	State Deferred Tax-Depr	394,880,983.00-	369,770,477.00-	25,110,506.00-	6.8
282030-0000	State Deferred Tax-Other	48,905,707.41	49,937,332.41	1,031,625.00-	2.1-
283060-0000					
<b>Total UNAMORT ITC</b>					
UNAMORT ITC	Deferred Taxes - Unamortized ITC (F	345,975,275.59-	319,833,144.59-	26,142,131.00-	8.2
255101-0000	UNAMORT ITC	3,614,431.95-	3,867,844.95-	253,413.00	6.6-
	Deferred Taxes - Unamortized ITC (F	3,614,431.95-	3,867,844.95-	253,413.00	6.6-
<b>Total UNAMORT ITC</b>					
CIAC	CIAC	1,875,733.29-	1,464,468.84-	411,264.45-	28.1
271050-0000	CIAC-WIP NON CASH	2,706,690.85-	2,233,321.00-	473,369.85-	21.2
271080-0000	CIAC-WIP CASH	4,582,424.14	3,685,889.84	896,534.30	24.3
271099-0000	CIAC-WIP CLOSING	216,114,307.63-	211,828,177.43-	4,286,130.20-	2.0
271101-0000	CIAC-UNITIZED	216,114,307.63-	211,840,077.43-	4,274,230.20-	2.0
<b>Total CIAC</b>					
OTHER NCUR LIAB	OPEB Reserve - Non Current	10,748,841.77-	10,347,248.81-	401,592.96-	3.9
253200-0000	Pension Reserve - Non Current	89,698,509.14	77,799,387.14	11,899,122.00	15.3
253250-0000	NO Pension Reserve - Non Current	505,787.78-	418,135.61-	87,652.17-	21.0
253350-0000	Uncertain Tax Position Reserve-Fede	12,067,622.00-	11,640,872.00-	426,750.00-	3.7
253420-0000					

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OTHR NC LIAB	OTHER NCUR 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	CIAC ACC AMORT				
272000-0000	Accum Amort of CIAC	59,543,661.76	55,717,853.56	3,825,808.20	6.9
	Total CIAC ACC AMORT	59,543,661.76	55,717,853.56	3,825,808.20	6.9
	Total Total Liabilities	1,528,547,951.98-	1,471,090,768.04-	57,457,183.94-	3.9
	Total Liabilities and Equity C	5,518,792,749.18-	5,234,144,491.18-	284,648,258.00-	5.4

VERIFICATION

I, Joseph G. Thurwanger, Vice President, Planning and Engineering at Aqua Pennsylvania Wastewater, Inc., hereby state that the facts set forth in the foregoing Application with respect to Aqua Pennsylvania Wastewater, Inc. are true and correct to the best of my knowledge, information and belief; and that I expect the said Aqua Pennsylvania Wastewater, Inc. 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, Planning and Engineering**

Date: March 21, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Application of Aqua Pennsylvania  
Wastewater, Inc. for approval to begin to  
offer, render, furnish and supply wastewater  
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 21<sup>st</sup> 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**

Paul T. Diskin, Director  
Sean Donnelly, Supervisor  
Bureau of Technical Utility Services  
Pennsylvania Public Utility Commission  
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