

EXHIBIT F12

WATER USAGE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ by and between the BEAVER FALLS MUNICIPAL AUTHORITY, a body corporate politic, organization under the laws of the Commonwealth of Pennsylvania, having its principal office located at 1425 8th Avenue, Beaver Falls, Pennsylvania 15010, hereinafter called “Authority”.

AND

Aqua Pennsylvania Wastewater, Inc. a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, hereinafter called “Aqua”.

WHEREAS, Authority provides public water service to various customers within the City of Beaver Falls, hereinafter “Beaver Falls”; and

WHEREAS, Aqua has acquired the Beaver Falls wastewater collection and treatment system from Beaver Falls (“Aqua-Beaver Falls Transaction”); and

WHEREAS, Aqua and Beaver Falls require meter reading information in order to bill the acquired Beaver Falls wastewater customers at the volumetric rates in Beaver Falls.

WHEREAS, the parties hereto desire to enter into a written agreement concerning the provision of water meter read information and the payment therefore.

NOW WITNESSETH that in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Authority hereby agrees to provide Aqua with a report of the water usage for its public water service customers who are likewise wastewater customers of Aqua’s wastewater system in Beaver Falls on at least a quarterly basis, except for those customers that are billed monthly by the Authority as described in paragraph five (5) herein.
2. The report to be provided by the Authority shall be sent to Aqua in the same month the water bill was issued, and no later than within five (5) days of the report being available.
3. The report to be provided by the Authority shall be in excel format or other electronic format and shall provide Aqua with the actual (or estimated) water usage as read and billed by the Authority. The report shall provide any changes in billing addresses and any separate billing address if the service address is not the same as the billing address. The report shall also provide move-in and move-out dates for customers that have opened or closed an account during the billing period.
4. Upon receipt of the water usage report, Aqua shall pay the Authority the sum of One Dollar (\$1.00) per each meter reading (actual or estimate) contained in the report. A bill for

the total cost of the report shall be prepared by the Authority and sent out at least quarterly, or at least monthly in the case of customers that the Authority bills monthly as described in paragraph five (5) herein. Payment for the report shall be made by Aqua to the Authority within 45 days of the receipt of the statement. Should Aqua fail to pay the statement within the payment period, the Authority shall be under no duty or obligation to furnish Aqua with any subsequent reports until the bill is paid and payment in advance is made for any subsequent reports.

5. The Authority hereby reserves its right to bill its water customers on a basis which may be more frequently than quarterly, and may bill certain large volume customers monthly, in which case water usage information as described in paragraph three (3) shall be furnished to Aqua on a basis no more frequently than monthly for those customers billed by the Authority on a monthly basis.

6. This Agreement shall be effective as of the date Aqua and Beaver Falls close on the Aqua-Beaver Falls Transaction and shall remain in effect for four (4) years from the effective date. Agreement shall renew annually thereafter unless one party requests a renegotiation no less than 60-days prior to expiration.

7. This Agreement can be terminated by Aqua upon Aqua giving the Authority at least sixty (60) days written notice of its desire to terminate the Agreement and do without public water meter read reports, or if such Agreement shall be either terminated or suspended pursuant to the provision of paragraph four (4) supra.

8. This Agreement is entered into pursuant to a resolution of the Beaver Falls Municipal Authority Board of Directors duly held on the _____ day of _____, 20____, and authorizing its Chairman to sign this Agreement on its behalf, the same to be attested by its Secretary.

9. This Agreement is entered into by Aqua, authorizing its President to sign this Agreement on its behalf, and attested to by Aqua's corporate secretary.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES
ON NEXT PAGE]

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto by their fully designated officers have executed this Agreement the day and year first above written.

ATTEST:

BEAVER FALLS MUNICIPAL AUTHORITY

Secretary

By: _____

Printed: _____

Its: Chairman

ATTEST:

AQUA PENNSYLVANIA WASTEWATER, INC.

Secretary

By: _____

Printed: Marc A. Lucca

Its: President