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April 11, 2023

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Sadsbury Township, Chester County, Pennsylvania

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of \$350 for the Commission's filing fee. A Certificate of Service is also attached.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "EK Fure".

Erin K. Fure

Enclosures

cc: All Parties on the attached Certificate of Service (*via electronic mail*)
James P. Kelly (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Sadsbury Township, Chester County, Pennsylvania	: : : : : : :	Docket No. A-2023-
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CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Application upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Service in the manner listed below addressed as follows on April 11, 2023

Patrick Cicero, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Pennsylvania Department of Environmental
Protection – Southeast Region
2 East Main Street
Norristown, PA 19401
(via first-class mail)

Pennsylvania Department of Environmental
Protection
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17101
(via first-class mail)

Richard Kanaskie, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1556
Email: erin.fure@amwater.com

**Attorney for *Pennsylvania-American
Water Company***

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Sadsbury Township, Chester County, Pennsylvania	: : : : : : :	Docket No. A-2023-
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TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company (“Pennsylvania-American”, “Company”, or “Applicant”) hereby respectfully requests that the Pennsylvania Public Utility Commission (“Commission”) issue a Certificate of Public Convenience evidencing its approval under Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), of Pennsylvania-American’s right to begin to offer, render, furnish and supply wastewater service in an additional portion of Sadsbury Township, Chester County, Pennsylvania.

2. The Application is being filed to extend wastewater service to the public in the proposed service territory in an additional portion of Sadsbury Township, Chester County, Pennsylvania.

3. The name and address of the Applicant is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

4. The name and address of the Applicant’s attorney is:

Erin Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

II. DESCRIPTION OF THE APPLICANT

5. Pennsylvania-American is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water Works Company, Inc. The Company furnishes water and wastewater service in a certificated service territory encompassing portions of 37 counties and 417 municipalities across the Commonwealth. As of March 31, 2023, Pennsylvania-American furnishes wastewater service to 97,562 residential, commercial, industrial, municipal, miscellaneous and bulk customers in Pennsylvania. The total number of customers by class is as follows:

Residential	90,104
Commercial	7,100
Industrial	60
Municipal	254
Bulk	44
Total	97,562

In addition, the Company furnishes water service to approximately 679,777 customers.

6. Attached hereto as **Exhibit A** is pertinent information with respect to the corporate history, authority, and service territory of Pennsylvania-American.

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

7. As indicated at paragraph 1 above, the proposed additional service territory is located in a portion of Sadsbury Township, Chester County, Pennsylvania. Attached hereto as **Exhibit B-1** is a map showing the boundaries of the area and attached hereto as **Exhibit B-2** is a metes and bounds description of the area to be served (the “Applied For

Service Territory”). The Applied For Service Territory will allow Pennsylvania-American to provide public wastewater to a structure (residential home) located at 1143 Octorara Trail, Parkesburg, Sadsbury Township, Chester County, Pennsylvania (“Octorara Trail property”). The Applied for Service Territory consists of approximately .78 acres (Chester County Tax Parcel UPI 37-3-20). Please see Legal Description of the Applied for Service Territory attached as **Exhibit C.**¹ Pennsylvania-American has been previously certificated to provide service in Sadsbury Township, Chester County under Docket Nos. A-212285F0135, A-2018-3002437, A-230073F006 and A-212285F0105.

8. Pennsylvania-American currently provides water and wastewater service to Parkesburg Borough south of the Applied for Service Territory, to Sadsbury Township to the east of the Applied for Service Territory and to the West Sadsbury Commons Shopping Center to the north of the Applied for Service Territory. The next closest sewer system to the Applied for Service Territory is Christiana Borough, which is 3.6 miles away.

9. Currently, the Octorara Trail property is connected to an on-site septic system which needs to be upgraded. The Octorara Trail property owner has requested to be connected to the Company’s Coatesville System. The age of the septic system is unknown, but it is believed to have been installed in the 1950’s according to the Octorara Trail property owner. Please see request from Octorara Trail property owner at **Exhibit D.**

10. If the Application is approved, the Octorara Trail property owner will be connected to Pennsylvania-American’s Coatesville Wastewater Treatment Facility (“Coatesville Facility”) which will receive the flow from the Octorara Trail property. The Coatesville

¹ Please note that there is a slight discrepancy between the acreage in the Service Territory Map attached as **Exhibit B-1** and the acreage in the Legal Description attached as **Exhibit C**. This discrepancy is due to the expansion of the interstate highway located in front of the the requested service territory. Pennsylvania-American GIS has confirmed its acreage with the Chester County Parcel Dataset and the service territory requested in **Exhibit B-1** is correct.

Facility capacity is 7 million gallons a day. The current average daily flow is 4 million gallons a day. The projected flow from the Octorara Trail property is 225 gallons per day. The Coatesville Facility will have more than adequate treatment and flow capacity to meet present and future service needs from the Octorara Trail property.

11. The facilities to be installed by Pennsylvania-American within the Applied for Service Territory will consist of 20’ of 1 ½” Polyvinyl Chloride (“PVC”), one 1 ½” Corporation Stop, one 1 ½” Curbstop, and one curb box. The estimated cost of the job is projected as follows:

Quantity	Materials (including Appurtenances)	Cost
1	20’ of 1 ½ inch Polyvinyl Chloride (“PVC”) Pipe	\$75.00
1	1 ½ inch Corporation Stop	\$119.00
1	1 ½ inch Curbstop	\$143.00
1	Curb Box	\$182.00
	Evacuation and Backfill (Estimated) ²	\$6,000
	Total	\$6,519.00

12. The total cost for an installation of a wastewater PVC lateral is approximately \$6,519.00, which will be assumed by Pennsylvania-American. This amount includes excavating, labor and paving costs.

13. The Octorara Trail property owner will not be required to contribute to the direct cost of installing the facilities. Pennsylvania-American will be responsible for the costs to install the laterals from the forcemain to the property line. The Octorara Trail property owner will be responsible for the costs to install the ejector pumps (to pump the sewage out of their

² Pennsylvania-American estimates that costs for labor and paving materials will be \$6,000. Pennsylvania-American estimates that the trench size will be 25’ x 5’ and that paving costs will be approximately \$1000 (\$7.00/sq. ft.). It is unknown how long the work will take to complete due to weather conditions and scheduling.

lines) and the piping from the home to the property line. Furthermore, the Octorara Trail property owner will be entirely responsible for the abandonment of the septic system; Pennsylvania-American shall have no responsibility with regard to the abandonment of the septic system. No additional capital will be required by the Applicant for the purpose of financing the matters and things involved in this Application. The cost to service the requested territory will initially be funded by short-term debt that will be replaced by a combination of long-term debt and equity in the future.

14. Pennsylvania-American will not be required to obtain any easements to serve in the Applied for Service Territory. Pennsylvania-American already has an easement in place that abuts the property where the work is to commence and will be used for this project. A copy of the easement that will be used is located at **Exhibit E**. No inspections or permits are needed to complete this project.

15. To the best of the Applicant's knowledge, no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by Applicant in the Applied for Service Territory, and no competitive condition will be created.

16. Wastewater service for the existing homes in the Applied for Service Territory is currently being served by on-site individual well. Water service is currently being provided by on-site individual wells.

17. The Company expects wastewater service to begin shortly after Commission approval of this Application.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

18. There is attached hereto, as **Exhibit F**, a balance sheet of the Company as of December 31, 2021.

19. There is attached hereto, as **Exhibit G**, a statement of income and retained earnings of the Company for the 12 months ending December 31, 2021.

20. Pennsylvania-American will charge its then existing Rate Zone 1 rates for service in the Applied For Service Territory as set forth in its Tariff. Current Rate Zone 1 and Public Fire Service rates are shown on **Exhibit H** and may be changed from time to time.

21. Authorizing Pennsylvania-American to furnish service in the Applied For Service Territory will have no adverse effect upon the service furnished or the rates charged to its existing customers.

22. The estimated annual revenues and expenses of the Company in the Applied For Service Territory are set forth in **Exhibit I** attached hereto.

V. PUBLIC INTEREST

23. It is in the public interest for the Company to provide wastewater service in the Applied For Service Territory because it is financially and technically capable of providing service.

24. The Company has support from both Chester County and Sadsbury Township. A letter can be found at **Exhibit J** from Chester County and at **Exhibit K** from Sadsbury Township to verify that this extension is permitted and within the comprehensive plans of Chester County and Sadsbury Township. An Application for Sewerage Facilities Planning Modules was sent to Pennsylvania Department of Environmental Protection (hereinafter

“PADEP”) and it was determined that the project does not meet the definition of a subdivision, thus no approval is required. Please see letter of support and waiver of a planning module submission from from PADEP marked as **Exhibit L**.

25. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, the Company will provide wastewater service to the Octorara Trail property owner in the Applied For Service Territory under the Rules and Regulations of its Commission-approved tariff.

VI. RELIEF REQUESTED

26. Together with the Order approving this Application, Pennsylvania-American requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a) of the Public Utility Code, 66 Pa.C.S. §1102(a), authorizing the Company to furnish wastewater service in a portion of Sadsbury Township, Chester County depicted in **Exhibit B-1** and described in **Exhibit B-2** hereto.

WHEREFORE, Pennsylvania-American respectfully requests that the Commission approve this Application and grant the relief requested above.

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1556
Email: erin.fure@amwater.com

***Attorney for Pennsylvania-American
Water Company***

Dated: April 11, 2023

EXHIBIT A

PENNSYLVANIA-AMERICAN WATER COMPANY

COMPANY HISTORY

Exhibit A

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company

Exhibit A

(Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake

Exhibit A

Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shipperville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022) and Foster Township (Luzerne County, October 27, 2022). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 679,412 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln,

Exhibit A

Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applegold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

Exhibit A

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Middlesex, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

Exhibit A

All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitmarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County;

Portion of the Township of Overfield in Wyoming County; and

Exhibit A

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 97,521 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the Townships of Alsace, Douglass, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Township of Foster in Luzerne County;

All, or portions of, the Borough of Kane and Township of Wetmore in McKean County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Borough of Royersford and the Townships of Upper Pottsgrove and Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

Exhibit A

All, or portions of, the City of York, the Borough of North York and the Townships of Fairview, Manchester, Newberry and York in York County.

[417 municipalities in 37 counties.]

10/31/2022

EXHIBIT B-1

MAP OF PROPOSED SERVICE TERRITORY EXPANSION

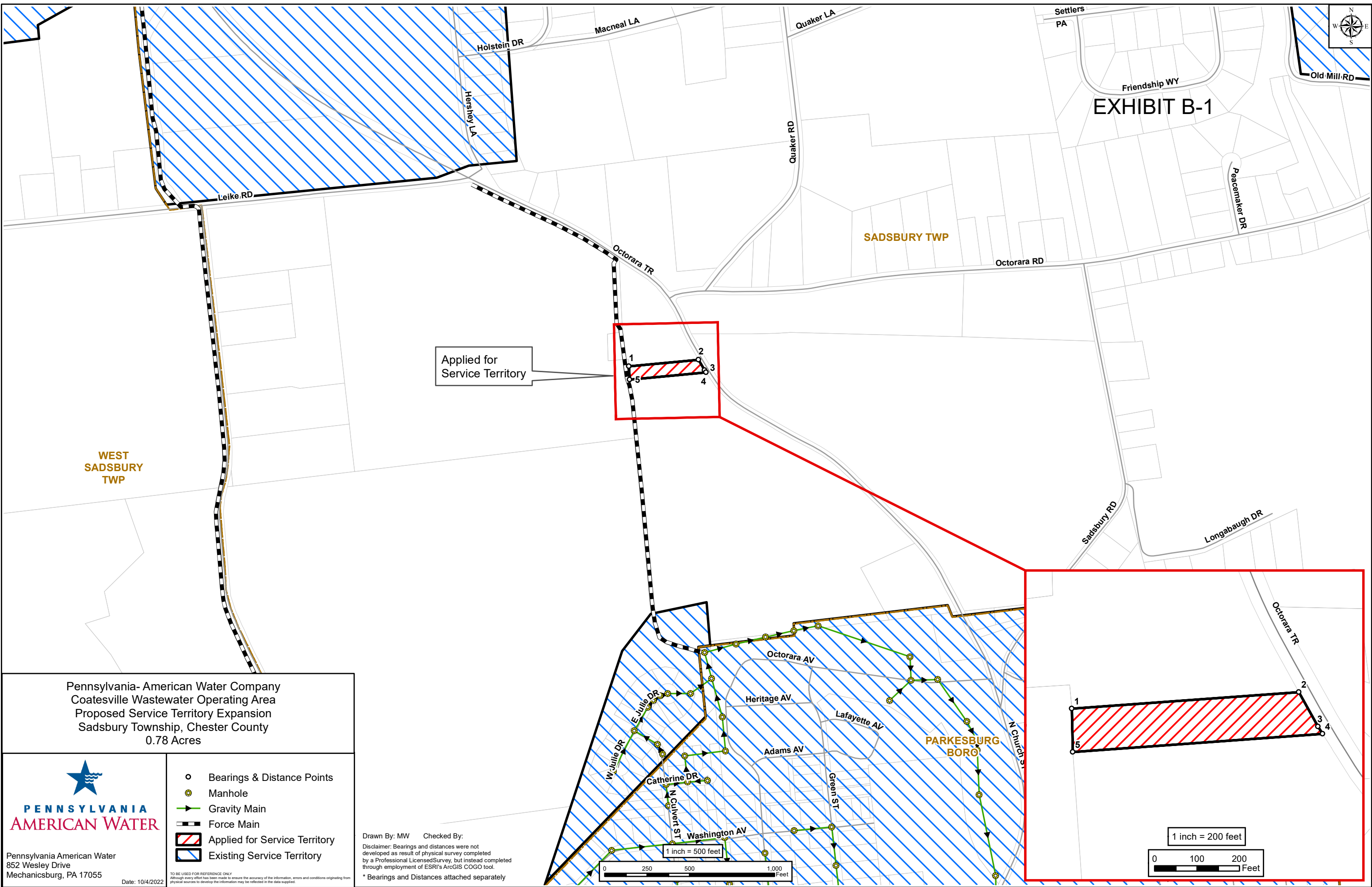


EXHIBIT B-1

SADSBURY TWP

WEST SADSBURY TWP

PARKESBURG BORO

Applied for Service Territory

Pennsylvania- American Water Company
 Coatesville Wastewater Operating Area
 Proposed Service Territory Expansion
 Sadsbury Township, Chester County
 0.78 Acres



Pennsylvania American Water
 852 Wesley Drive
 Mechanicsburg, PA 17055

Date: 10/4/2022

- Bearings & Distance Points
- Manhole
- Gravity Main
- Force Main
- ▨ Applied for Service Territory
- ▨ Existing Service Territory

Drawn By: MW Checked By:
 Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.
 * Bearings and Distances attached separately

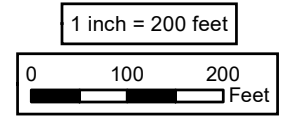
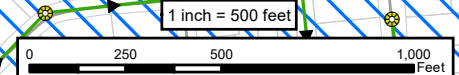


EXHIBIT B-2

**METES AND BOUNDS OF DESCRIPTION OF PROPOSED SERVICE
AREA**

EXHIBIT B-2

Starting Point: The northwestern most point of parcel UPI 37-3-20.			
From	To	Bearing	Distance
1	2	N84°40'00"E	411.551725
2	3	S30°24'37"E	70.961661
3	4	S33°00'51"E	15.723922
4	5	S84°39'59"W	452.916087
5	1	N2°25'01"W	78.300872
Total Acreage: 0.78 acres			

EXHIBIT C

**LEGAL DESCRIPTION OF PROPERTY INVOLVED IN SERVICE
TERRITORY EXTENSION**

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or tract of land, situate in Sadsbury Township, Chester County Pennsylvania, bounded and described on a New Survey by Abacus Surveying dated 12/10/2020 and being attached hereto as Exhibit A; being further described, as follows, to wit:

BEGINNING at the north-westerly corner of the subject parcel, said point being at the south-westerly corner of lands now or formerly Congregation of Upper Octorara Presbyterian Church and along the lands now or formerly Stoltzfus; thence, leaving said Stoltzfus and along said Church, *North 84 degrees 03 minutes 04 seconds East, a distance of 441.85 feet* to a point in Octorara Trail; thence, leaving said Church and along in said Trail, *South 31 degrees 36 minutes 10 seconds East, a distance of 120.17 feet* to a point common with lands now or formerly Cairns; thence, leaving said Trail and along said Cairns, *South 84 degrees 03 minutes 04 seconds West, a distance of 494.03 feet* to a point along said Stoltzfus; thence, leaving said Cairns and along said Stoltzfus, *North 05 degrees 51 minutes 57 seconds West, a distance of 108.32 feet* to the **POINT OF BEGINNING**; said described tract containing *1.16 Acres*, more or less.

BEING TAX PARCEL NO. 37-3-20

BEING THE SAME PREMISES which **Andrew R. Shoemaker** conveyed to **Michael A. Zuba, Sr. and Robin Zuba, husband and wife** by a deed dated Deed dated December 14, 2006 and filed for record on December 22, 2006 in the Office for the Recorder of Deeds in and for the County of Chester, in Deed Book #7041, Page #109.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises, belongings, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To Have and to Hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.



EXHIBIT D

**LETTER FROM PROPERTY OWNER REQUESTING WASTEWATER
SERVICE**

Exhibit D

February 8, 2021

Pennsylvania American Water,

I am requesting public sewer service at 1143 Octorara Trail, Parkesburg, PA 19365.

This is a single family residence on 1.16 acres, Parcel ID 37-3-20

The current sewage system at this property is a on-site septic system. Although a functioning system, the system's start-up date is unknown and believed to be started in the 1950's. I would like to have the system updated. Upon reviewing options to accomplish this, connection to the public system would be the best option to this property long-term. Through soil analysis and a recent percolation test performed in September 2021, the results would allow a new on-site septic system on the property that would utilize a sand mound type of drainage field located at the rear of the property. A public sewer connection would be the better option long-term for this property. The current dwelling was constructed in 1928 at the very front of the property before the State Road Rt 10 was constructed. The dwelling today is considered too close to the road if the dwelling had to get reconstructed due to a devastation such as fire. The current building code would demand the dwelling to be reconstructed further behind the front boundaries, thus making an impossible building situation if the drainage field was in the location of a possible reconstructed zone.

There is a high pressure line that was installed but not yet operational just at the rear of the property. The property to the rear (Parcel ID 37-3-29) granted easement to allow this line to be installed. In the Deed to that property, it is stated in section 4 that our property (Parcel ID 37-3-20) has the right to connect and utilize this sewer line. The proposed system to be installed at the dwelling of requesting property would be a E/one grinder pump with a line that would lead to the rear of the property (South West corner) and connect to the public sewer line when operational.

Thank you for your cooperation,

Michael Zuba Sr.

1143 Octorara Trail
Parkesburg, PA 19365

EXHIBIT E

CAIRNS UTILITY EASEMENT AGREEMENT

RECORDER OF DEEDS
CHESTER COUNTY, PA

2012 NOV -1 PM 2:15

Prepared by, and after recording please return to:
Buckley, Brion, McGuire, Morris & Sommer LLP
118 West Market Street, Suite 300
West Chester, Pennsylvania 19382
Attn: Michael S. Gill, Esquire

U.P.I. Nos. 37-3-21 & 37-4-30

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 25th day of October, 2012, by and between **DONALD W. CAIRNS & KELLY M. CAIRNS**, husband and wife (collectively, "Cairns") and **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership ("Sadsbury Commons").

BACKGROUND

WHEREAS, Cairns owns those certain parcels of real property located within the jurisdictional limits of the Township of Sadsbury (the "Township"), Chester County, Pennsylvania, known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcels Nos. 37-3-21 and 37-4-30, respectively, and as more fully described by metes and bounds on Exhibit A attached hereto (collectively, the "Cairns Property"); and

WHEREAS, Sadsbury Commons owns that certain parcel of real property and improvements located within the jurisdictional limits of the Township and in the vicinity of the Cairns Property, known to the Board of Assessment as Tax Map Parcel No. 37-3-1 and as more fully described by metes and bounds on Exhibit B attached hereto (the "Sadsbury Commons Property"); and

WHEREAS, Sadsbury Commons intends to develop the Sadsbury Commons Property and, in conjunction with such development, intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Sanitary Sewage Infrastructure") to be installed between the Sadsbury Commons Property and other sanitary sewage infrastructure located in the Township; and

WHEREAS, a portion of the Sanitary Sewage Infrastructure will traverse in, on, under and through the Cairns Property; and

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, Cairns and Sadsbury Commons reached agreement on the terms, conditions and provisions under which Cairns will permit the Sanitary Sewage Infrastructure to traverse in, on, under and through the Cairns Property, as aforesaid.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are hereby acknowledged, and intending to be legally bound, Cairns and Sadsbury Commons agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference.

3. **Right to Connect and Utilize.** At any time during the term of the Sewer Utility Easement (as hereinafter defined), Cairns or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property) (and, in any and all instances whatsoever, in accordance with any applicable governmental, quasi-governmental and/or Public Utility (as hereinafter defined) laws, rules, regulations, ordinances and policies) shall have the right to connect to the Sanitary Sewage Infrastructure at a location of their choosing and to utilize the Sanitary Sewage Infrastructure to serve the sewage disposal needs of the Cairns Property and/or such other parcels of real property located within the jurisdictional limits of the Township and known to the Board of Assessment as of the date of this Agreement as Tax Map Parcels Nos. 37-3-1 and 37-3-20 (collectively, the "Additional Cairns Properties"). Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between them and Sadsbury Commons, Cairns (or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property)) are and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Sanitary Sewage Infrastructure.

4. **Payment of Easement Fee.** Upon full execution of this Agreement by Cairns and Sadsbury Commons, Sadsbury Commons paid to Cairns the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Easement Fee"). Cairns, for himself, herself, themselves and, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property) acknowledge (A) receipt and the lawful sufficiency of the Easement Fee and, (B) in furtherance (and not in limitation) of the rest and remainder of the terms, conditions and provisions of this Agreement, that Sadsbury Commons does not and shall not have any obligation or responsibility whatsoever to pay to Cairns, the Township or any individual or entity whatsoever (including, without limitation, any Public Utility (as that term is defined in the Pennsylvania Public Utility Code, 66 Pa.C.S.A. § 101, *et seq.*)) any additional consideration on account of the Sewer Utility Easement and/or connection of the Cairns Property and/or the Additional Cairns Properties to the Sanitary Sewage Infrastructure or any tapping or other sewer connection fees whatsoever.

5. **Grant of Sewer Utility Easement.** Cairns, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors

and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Cairns, a perpetual and exclusive easement (the "Sewer Utility Easement") in, on, under and through that portion of the Cairns Property more fully depicted in hashmarks on Exhibit C and more fully described by metes and bounds on Exhibit D (each attached hereto) (the "Sewer Utility Line Easement Area") for the purposes of designing, digging, installing, constructing and/or otherwise facilitating any and all sewer utility lines or methods of conveyance of sanitary sewage effluent and manhole apparatuses, cleanouts and related appurtenances as Sadsbury Commons may, in its sole and absolute discretion, determine to be necessary or desirable in conjunction with the Sanitary Sewage Infrastructure (collectively, the "Sewer Utility Line").

6. **Grant of Construction Easement.** Cairns, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Cairns, a temporary (as to initial construction and installation) and permanent, otherwise, and non-exclusive easement (the "Sewer Utility Line Construction Easement") in, on, under and through that portion of the Cairns Property more fully depicted in shading on Exhibit C and more fully described by metes and bounds on Exhibit E (each attached hereto) (the "Sewer Utility Line Construction Easement Area") for the purposes of constructing and installing and replacing, accessing, maintaining, repairing, upgrading, expanding and/or reducing the Sewer Utility Line (collectively, the "Sewer Utility Line Installation Work") and, immediately thereafter, filling the Sewer Utility Line Construction Easement Area to substantially the same grade level and restoring the Sewer Utility Line Construction Easement Area to substantially the same condition that shall exist immediately prior to the Sewer Utility Line Installation Work.

7. **Term of Easement.** The temporary component of the Sewer Utility Line Construction Easement shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date that is eighty-four (84) months from the date of this Agreement or (B) the date on which Sadsbury Commons shall provide notice to Cairns (in the manner set forth in this Agreement for the providing of notices) that the Sewer Utility Line Installation Work shall then be completed.

8. **Use of Easement Areas.**

A. **Use by Cairns.** Except during temporary times when the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) shall be installed, constructed, replaced, maintained, repaired, upgraded or expanded, Cairns shall maintain and enjoy full and unrestricted access to, and use of, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area, as applicable, including the right to traverse such areas provided, however, that no such access and/or use shall interfere in any manner or form with the functionality of the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) and/or the purpose and intent of this Agreement and the easements and rights granted and established pursuant to this Agreement.

B. Crop Destruction. In confirmation, and not expansion, of the terms, conditions and provisions of Section 6. of this Agreement, whenever work on the Sewer Utility Line pursuant to this Agreement involves land disturbance on, under or through the Cairns Property, Sadsbury Commons shall cause the disturbed land (and any disturbed structures or vegetation) to be repaired and/or replaced to a condition substantially similar to the conditions immediately prior to such work. Sadsbury Commons shall compensate Cairns for the fair unharvested value of any crops that are destroyed during (and as a direct and proximate result of) work on the Sewer Utility Line pursuant to this Agreement which are not replaceable in sufficient time or quantity as to allow Cairns (or as applicable, Cairns' tenant) to realize the market value potential of such crops.

9. Ownership of Sewer Utility Line; Dedication. Notwithstanding anything to the contrary set forth in this Agreement, the Sewer Utility Line shall be owned by Sadsbury Commons and not Cairns provided, however, that Sadsbury Commons may, in its sole and absolute discretion, dedicate, assign, grant, alienate, convey or sell to the Township or any other governmental or quasi-governmental agency, authority, board, commission or entity or any Public Utility all or any portion of the Sewer Utility Line and the Sewer Utility Easement (either together with or separately from any or all of the other easement rights granted and conveyed under and pursuant to this Agreement) and, upon such dedication, assignment, grant, alienation, conveyance or sale, shall be released from any and all duty, responsibility, obligation or liability with regard to this Agreement and/or any of the easements or rights granted and/or declared under or pursuant to this Agreement other than those set forth at Section 3. of this Agreement and Section 4. of this Agreement, respectively.

10. Costs. Except as expressly set forth in this Agreement to the contrary, as between Sadsbury Commons and Cairns (and except with regard to costs and expenses arising solely out of or in any manner or form related to the negligence or wrongful acts of the other and/or the other's agents, contractors, subcontractors, tenants, invitees, guests or employees and/or any of his, her, its or their agents, contractors, subcontractors, tenants, invitees, guests or employees) all costs and expenses relating to the exercise of the easements and rights granted and declared hereunder shall be paid by the party incurring such costs. This Section 10. of this Agreement shall survive termination of this Agreement.

11. Insurance; Indemnity.

A. Indemnity. At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall indemnify, defend and hold harmless Cairns from and against all claims, costs, expenses, damages, liabilities, actions, judgments and demands (including, without limitation, reasonable attorneys fees and court costs) directly arising out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them (collectively, the "Indemnifying Party") of the easements granted and established pursuant to the express terms of this Agreement, on, under or through the Cairns Property provided, however, that the foregoing obligations shall be limited by, and Sadsbury Commons' liability reduced to, the extent such claims, expenses, damages, liabilities,

actions, judgments, claims and demands arise out of, the negligence or willful misconduct of Cairns or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees and/or the access and/or use of the Cairns Property (or any portion thereof including, without limitation, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area) or the Additional Cairns Properties (or any portion thereof) by Cairns or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees.

B. Insurance. At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) single limit and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate insuring against claims on account of loss of life, bodily injury or property damage that directly arise out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them of the easements granted and established pursuant to the express terms of this Agreement in, on, under or through the Cairns Property and shall name Cairns as an additional insured on such policy(ies).

12. Prior Notice. Except in the event of an emergency or other imminent threat or death or injury to persons or property, Sadsbury Commons shall provide at least five (5) Business Days' (as hereinafter defined) prior written notice to Cairns before any entry upon the Cairns Property for the purpose of commencing any portion of the Sewer Utility Line Installation Work.

13. Notices. Any and all notices required or desired to be given pursuant to this Agreement shall be sent via hand delivery or via first-class mail or via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Cairns:

Donald W. Cairns
Kelly M. Cairns
1208 Octorara Trail
Parkesburg, Pennsylvania 19365

if to Sadsbury Commons:

Sadsbury Commons, L.P.
Two Villanova Center
795 East Lancaster Avenue, Suite 200
Villanova, Pennsylvania 19085
Attn: Mr. W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire, Morris & Sommer LLP
118 West Market Street
West Chester, Pennsylvania 19382
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail then on the fifth (5th) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania. This Section 13. of this Agreement shall survive termination of this Agreement.

14. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

15. Covenants Running with Land; Binding Effect. The easements and rights granted and declared under and pursuant to this Agreement are and shall constitute covenants running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

16. Recording. This Agreement shall be recorded at Sadsbury Commons' cost and expense in the Office of the Recorder of Deeds in and for Chester County.


17. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

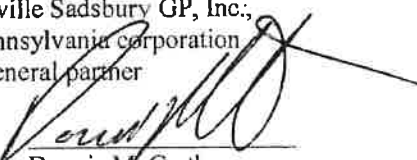
IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

SADSBURY COMMONS, L.P.,
a Pennsylvania limited partnership

By: Provco SC GP, Inc.,
a Pennsylvania corporation
its general partner

By: 
Name: W. Kent Silvers, Jr.
Title: Vice-President

By: Pineville Sadsbury GP, Inc.,
a Pennsylvania corporation
its general partner

By: 
Name: Dennis McCarthy
Title: Vice-President

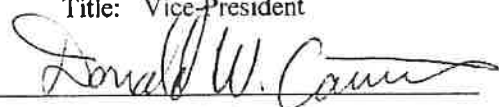
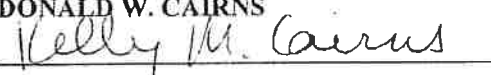

DONALD W. CAIRNS

KELLY M. CAIRNS

EXHIBIT A

{INSERT LEGAL DESCRIPTION OF CAIRNS PROPERTY}

This Deed, made this 20th day of October, 1997

Between

The Mennonite Foundation, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Indiana (hereinafter called the "Grantor(s)"), of the one part,

And

Donald W. Cairns and Kelly M. Cairns

(hereinafter called the Grantee(s), of the other part.

30
30
30

Witnesseth, That in consideration of (\$787,300) Seven Hundred Eighty Seven thousand five hundred dollars in hand paid, the receipt whereof is hereby acknowledged, the said Grantor(s) do(es) hereby grant and convey unto the said Grantee(s), their heirs and assigns as tenants by the entireties

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situated in the Township of Sadsbury, County of Chester and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in a line of land now or late of James Grogan and a corner of land now or late of William Latta; thence by said Latta's land, North 89 degrees 23 minutes East, 1990.4 feet to a stake in a public road to a corner of J. Wilson Wright's Estate; thence by Wright's land along a public road, North 44 degrees 43 minutes East, 822 feet to a corner stone of land now or late of John W. Parke, thence by the middle of the road and Parke's land, North 2 degrees 15 minutes West, 945 feet to a stone, a corner of land now or late of John Shoemaker; thence by Shoemaker's land, North 80 degrees 10 minutes West, 1562.5 feet to a marble stone, a corner of Cemetery; thence by Cemetery, North 79 degrees 50 minutes West, 229.8 feet to an iron pin along Cemetery, North 85 degrees 34 minutes West, 620.2 feet to an iron pin in the public road, leading from Presbyterian Church to Parkesburg; thence along said road, South 32 degrees 59 minutes East, 184.75 feet to a stake; thence leaving the public road and still by Church property, North 89 degrees 4 minutes West, 481.8 feet to a stake on the West side of a public road in a line of land of A. B. Davis' Estate; thence by the Davis Estate land and Elizabeth C. Thomas, South 1 degree 6 minutes West, 1465.3 feet to a stake on the East side of the road, a corner of land now or late of James Grogan; thence by Grogan's land, North 86 degrees 36 minutes East, 300.68 feet to a stake; thence still by Grogan's land, South 1 minute West, 242.88 feet to place of beginning.

BK 4253 PG 1928

EXCEPTING thereout a tract of land containing two (2) acres, more or less conveyed by Edgar E. Diem and wife to Crystal Springs Park, by Deed dated August 8, 1925, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Deed Book V 16, Volume 393, page 4.

ALSO EXCEPTING thereout a parcel of land containing approximately one (1) acre, conveyed by Edgar E. Diem and wife to Alfred Diem by Deed dated January 18, 1929, and recorded in the aforesaid Recorder's Office in Deed Book O 23, Volume 486, page 423.

EXCEPTING thereout a tract of land containing .18 of an acre, conveyed by Earl R. Graybill and Miriam K. Graybill, husband and wife, to The Congregation of Upper Octorara by Deed dated November 23, 1966 and recorded in the aforesaid Recorder's Office in Deed Book H, Volume 37, page 800.

ALSO EXCEPTING thereout a tract of land containing 4.023 acres, conveyed by Earl R. Graybill and Miriam K. Graybill, his wife, to Philadelphia Electric Company, by Deed dated June 10, 1970 and recorded in the aforesaid Recorder's Office in Deed Book K, Volume 39, page 43.

BEING THE SAME PREMISES which Earl R. Graybill and Miriam K. Graybill, husband and wife, by Deed dated May 2, 1997 and recorded in the Office for the Recording of Deeds, in and for Chester County, Pennsylvania, in Record Book 4183, page 365, granted and conveyed unto The Mennonite Foundation, Inc., in fee.

TAX PARCEL #37-4-30

BK4253PG1929

And the said Grantor doth hereby covenant to and with the said Grantee(s) that, it, the said Grantor, its successors, SHALL and WILL Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances unto the said Grantee(s), their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it, them or any of them. IN WITNESS WHEREOF, the said Grantor(s) has(ve) caused these presents to be duly executed, the day and year first above written.

Attest: By The Mennonite Foundation, Inc.

Randall M. Jacobs
Randall M. Jacobs, Asst. Secretary

Delmar King
Delmar King, Asst. Treasurer

Commonwealth of Pennsylvania, County of Chester

On this 20th day of October, 1977, before me the undersigned officer, personally appeared Randall M. Jacobs and Delmar King, who acknowledged himself to be the Asst. Secretary & Assistant Treasurer of the said Grantor corporation, and that he, as such Asst. Secretary & Assistant Treasurer, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the corporation by himself as Asst. Secretary and Assistant Treasurer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debra L. Shrock
Notary Public

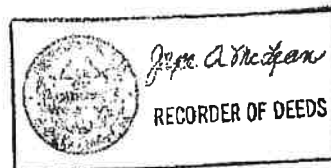
ABCO Title # 19120
104 S. Church Street
West Chester, PA 19382-3202
DEBRA L. SHROCK
NOTARY PUBLIC STATE OF INDIANA
ELKHART COUNTY
MY COMMISSION EXP. JUNE 12, 1998

Deed

The address of the Grantee(s) is 1208 Oosterara Trail Parkersburg, Pa. 19365

BK 4253 PG 1930

UNOFFICIAL
COPY



DATE: 11/03/1997 TIME: 12:38P INST NO.: 65224

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 030954 TYPE DOC : DEED
REC FEE : 13.00
LOC RTT : 7875.00
ST RTT : 7875.00
WRIT TAX : 0.50

DATE: 11/03/1997 TIME: 12:38P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 030954 TYPE DOC : HOUSING
REC FEE : 13.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

RETURN TO

David C. Patten, Esquire
126 West Miner Street
P.O. Box 489
West Chester, PA 19381-0489

BK4253PG1931



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1600 Manor Drive, Suite 120,
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

March 23, 2012
CP08052

METES AND BOUNDS DESCRIPTION
PROPOSED LOT 2
PART OF A.P.N. 37-003-0001.0000
LANDS NOW OR FORMERLY
SADSBURY COMMONS, L.P.
SADSBURY TOWNSHIP, CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. S.R. 10, A.K.A. L.R. 274, 80 FOOT WIDE LEGAL RIGHT-OF-WAY), AND THE TITLE LINE IN THE BED OF HERSHEY LANE (F.K.A. L.R. 274, ABANDONED AS STATE HIGHWAY, 50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

1. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 781.26 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 2,398.12 FEET, A CENTRAL ANGLE OF 31 DEGREES - 28 MINUTES - 30 SECONDS, AN ARC LENGTH OF 1,317.39 FEET, A CHORD BEARING NORTH 47 DEGREES - 39 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 1,300.89 FEET TO A POINT OF CUSP, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 2 AND PROPOSED LOT 1:

3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 45 MINUTES - 50 SECONDS, AN ARC LENGTH OF 105.24 FEET, A CHORD BEARING SOUTH 78 DEGREES - 18 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 94.11 FEET TO A POINT OF TANGENCY, THENCE;
4. NORTH 55 DEGREES - 18 MINUTES - 41 SECONDS EAST, A DISTANCE OF 155.14 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 551.00 FEET, A CENTRAL ANGLE OF 46 DEGREES - 30 MINUTES - 45 SECONDS, AN ARC LENGTH OF 447.30 FEET, A CHORD BEARING NORTH 31 DEGREES - 53 MINUTES - 32 SECONDS EAST AND A CHORD DISTANCE OF 435.12 FEET TO A POINT OF NON-TANGENCY, THENCE;
6. NORTH 46 DEGREES - 08 MINUTES - 11 SECONDS WEST, A DISTANCE OF 28.47 FEET TO A POINT, THENCE;
7. NORTH 77 DEGREES - 36 MINUTES - 32 SECONDS WEST, A DISTANCE OF 231.58 FEET TO A POINT, THENCE;

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9585

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

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March 23, 2012
 CP08052
 Sadsbury Twp., Chester Co., PA
 Page 2

8. NORTH 07 DEGREES - 52 MINUTES - 19 SECONDS WEST, A DISTANCE OF 35.69 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #37-003-0001.0000, LANDS NOW OR FORMERLY SADSBRURY COMMONS, L.P., AND APN #37-01-0047.000, LANDS NOW OR FORMERLY HERSHEY:

9. NORTH 82 DEGREES - 07 MINUTES - 41 SECONDS EAST, A DISTANCE OF 128.42 FEET TO A CONCRETE MONUMENT, THENCE;
10. NORTH 22 DEGREES - 55 MINUTES - 08 SECONDS EAST, A DISTANCE OF 285.89 FEET TO A CONCRETE MONUMENT, THENCE;
11. NORTH 07 DEGREES - 30 MINUTES - 06 SECONDS WEST, A DISTANCE OF 490.83 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL, RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. L.R. 142, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHWESTERLY LEGAL, RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30:

12. SOUTH 83 DEGREES - 45 MINUTES - 53 SECONDS EAST, A DISTANCE OF 317.93 FEET TO A POINT, THENCE;
13. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 319.22 FEET TO A POINT, THENCE;
14. SOUTH 06 DEGREES - 20 MINUTES - 31 SECONDS WEST, A DISTANCE OF 13.00 FEET TO A POINT, THENCE;
15. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 99.99 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1,861.80 FEET, A CENTRAL ANGLE OF 09 DEGREES - 19 MINUTES - 04 SECONDS, AN ARC LENGTH OF 302.78 FEET, A CHORD BEARING SOUTH 78 DEGREES - 59 MINUTES - 57 SECONDS EAST AND A CHORD DISTANCE OF 302.44 FEET TO AN IRON PIN ON THE TITLE LINE IN THE BED OF HERSHEY LANE, THENCE;
17. ALONG THE TITLE LINE IN THE BED OF HERSHEY LANE, SOUTH 06 DEGREES - 12 MINUTES - 35 SECONDS EAST, A DISTANCE OF 2,399.54 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,511,327 SQUARE FEET OR 57.652 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



March 23, 2012
CF08052
Sadsbury Twp., Chester Co., PA
Page 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL SUBDIVISION/LAND DEVELOPMENT PLANS FOR SADSBUY COMMONS, L.P., PROPOSED MEDICAL OFFICE DEVELOPMENT, ROUTE 10 & 20, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SUBDIVISION PLAN", PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P07-0560, DATED 3/17/2010, LAST REVISED 2/17/2012.



CONTROL POINT ASSOCIATES, INC.

[Signature]
3/23/12
JAMES F. HENRY, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU05680

JAN\SMF 5: \US\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\PROPOSED LOT 2 (Part of A.P.N. 37-002-0001.000).doc

Prepared by: SMF
Reviewed by: SR

EXHIBIT C

***[INSERT EASEMENT PLAN WITH SEWER UTILITY LINE EASEMENT AREA SHOWN
IN HASHMARKS AND SEWER UTILITY LINE TEMPORARY CONSTRUCTION
EASEMENT AREA SHOWN IN SHADING]***

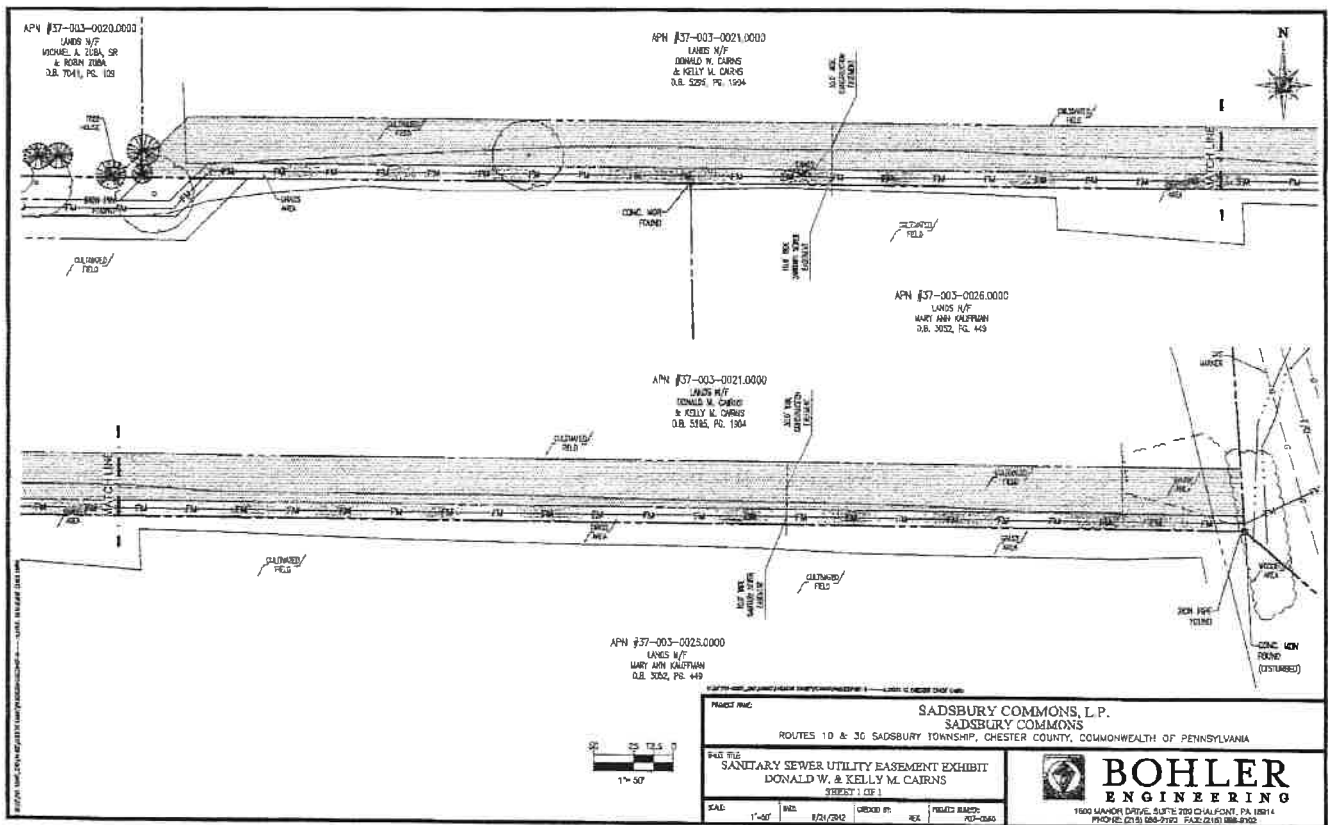


EXHIBIT D

[INSERT LEGAL DESCRIPTION OF SEWER UTILITY LINE EASEMENT AREA]



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1600 Manor Drive, Suite 210,
Chalfont, PA 18914
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Fax. 215.712.9802
www.cpasurvey.com

OCTOBER 2, 2012
CP08052

METES AND BOUNDS DESCRIPTION
10' WIDE SANITARY SEWER EASEMENT
PART OF APN #37-003-0021.0000
LANDS NOW OR FORMERLY
DONALD W. & KELLY M. CAIRNS
SADSBURY TOWNSHIP, CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS AND A.P.N. 37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT THE FOLLOWING FIVE (5) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
- C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
- D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 114.02 FEET TO A POINT, THENCE;
- E. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000; A.P.N. #37-003-0029.0000; A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0020.0000, LANDS NOW OR FORMERLY ZUBA, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 163.75 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING; THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

- 1. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 14.00 FEET TO A POINT, THENCE;
- 2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 1338.48 FEET TO A POINT, THENCE;

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9596

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



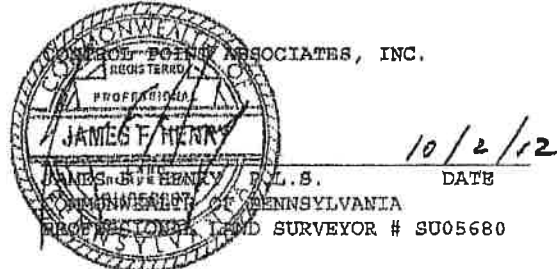
October 2, 2012
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Sadsbury Township, Chester Co., PA
Page 2

- 3. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-001.0000 AND A.P.N. #37-003-0023.0000, LANDS NOW OR FORMERLY SADSBUURY CROSSING HOMEOWNERS ASSOCIATION, SOUTH 80 DEGREES - 14 MINUTES - 17 SECONDS WEST, A DISTANCE OF 10.03 FEET TO A POINT, THENCE;
- 4. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000; A.P.N. #37-003-0026.0000, LANDS NOW OR FORMERLY KAUFFMAN AND A.P.N. #37-003-0029.0000, NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 1349.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 13,437 SQUARE FEET OR 0.308 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY BASEMENT EXHIBIT, DONALD W. AND KELLY M. CAIRNS, SADSBUURY COMMONS, L.P., ROUTES 10 & 30, SADSBUURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.



9H/SMP: 2:\09\CP08052\DESCRIPTIONS\NETS & BOUNDS DESCRIPTIONS\10' WIDB Sanitary Sewer Basement (Text of APN #37-003-0021.0000).doc
Prepared by _____
Reviewed by: _____

EXHIBIT E

***[INSERT LEGAL DESCRIPTION OF
SEWER UTILITY LINE TEMPORARY CONSTRUCTION EASEMENT AREA]***



CONTROL POINT ASSOCIATES, INC.

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Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

OCTOBER 2, 2012
CP08052

METES AND BOUNDS DESCRIPTION
30' WIDE CONSTRUCTION EASEMENT
PART OF A.P.N. #37-003-0021.0000
LANDS NOW OR FORMERLY
DONALD W. & KELLY M. CAIRNS
SADSBURY TOWNSHIP, CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN ON THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS; A.P.N. 37-003-0020.0000, LANDS NOW OR FORMERLY ZUBA AND A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT THE FOLLOWING FIVE (5) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
- C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
- D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 114.02 FEET TO A POINT, THENCE;
- E. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000; A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0020.0000, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 131.55 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
- 1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0020.0000, NORTH 83 DEGREES - 57 MINUTES - 32 SECONDS EAST, A DISTANCE OF 9.92 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

- 2. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 42.10 FEET TO A POINT, THENCE;

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.868.0099 fax: 908.688.9595

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



October 2, 2012
CP08052
Sadabury Township, Chester Co., PA
Page 2

- 3. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 1,348.92 FEET TO A POINT, THENCE;
- 4. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0023.0000, LANDS NOW OR FORMERLY SADBURY CROSSING HOMEOWNERS ASSOCIATION, SOUTH 80 DEGREES - 14 MINUTES - 17 SECONDS WEST, A DISTANCE OF 30.08 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

- 5. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 1,338.48 FEET TO A POINT, THENCE;
- 6. NORTH 51 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 14.00 FEET TO A POINT, THENCE;
- 7. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0029.0000, NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 32.20 FEET THE POINT AND PLACE OF BEGINNING.

CONTAINING 41,312 SQUARE FEET OR 0.948 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

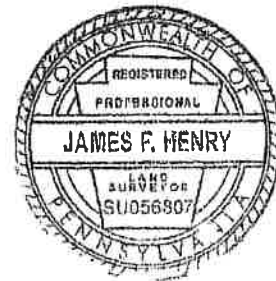
THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, DONALD W. AND KELLY M. CAIRNS, SADBURY COMMONS, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

[Signature] 10/2/12

 JAMES F. HENRY, P.L.S. DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU05680

SH/SMF: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\30' WIDE Construction Easement (Part of APN #37-003-0021.0000).doc
 Prepared by: *SH*
 Reviewed by: *MAA*



RETURN TO

Prepared by, and after recording please return to:
Buckley, Brion, McGuire, Morris & Sommer LLP
118 West Market Street, Suite 300
West Chester, Pennsylvania 19382
Attn: Michael S. Gill, Esquire

RECORDER OF DEEDS
CHESTER COUNTY, PA

2012 NOV -1 PM 2:15

U.P.I. Nos. 37-3-17.E, 37-3-18.E, 37-3-19 & 37-3-19.E

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 25th day of October, 2012, by and between **UPPER OCTORARA PRESBYTERIAN CHURCH**, a Pennsylvania non-stock, non-profit corporation (the "Church") and **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership ("Sadsbury Commons").

BACKGROUND

WHEREAS, the Church owns those certain parcels of real property located within the jurisdictional limits of the Township of Sadsbury (the "Township"), Chester County, Pennsylvania, known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcels Nos. 37-3-17.E, 37-3-18.E, 37-3-19 & 37-3-19.E, respectively, and as more fully described by metes and bounds on Exhibit A attached hereto (collectively, the "Church Property"); and

WHEREAS, Sadsbury Commons owns that certain parcel of real property and improvements located within the jurisdictional limits of the Township and in the vicinity of the the Church Property, known to the Board of Assessment as Tax Map Parcel No. 37-3-1 and as more fully described by metes and bounds on Exhibit B attached hereto (the "Sadsbury Commons Property"); and

WHEREAS, Sadsbury Commons intends to develop the Sadsbury Commons Property and, in conjunction with such development, intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Sanitary Sewage Infrastructure") to be installed between the Sadsbury Commons Property and other sanitary sewage infrastructure located in the Township; and

WHEREAS, a portion of the Sanitary Sewage Infrastructure will traverse in, on, under and through the Church Property; and

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Church and Sadsbury Commons reached agreement on the terms, conditions and provisions under which the Church will permit the Sanitary Sewage Infrastructure to traverse in, on, under and through the Church Property, as aforesaid.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are

EXHIBIT F

PAWC BALANCE SHEET ENDING DECEMBER 31, 2021

Exhibit F

Pennsylvania-American Water Company
Balance Sheet
December 31, 2021
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2021 (Audited)	
Assets		
Cash and cash equivalents	\$	(2,797)
Other current assets		132,500
Total property plant and equipment		5,505,394
Regulatory assets & other L/T Assets		221,085
Total Assets	\$	5,856,182
Capitalization and liabilities		
Short Term Debt	\$	282,368
Current Portion of Long-term Debt		4,867
Other current liabilities		184,721
Total Long-term Debt		1,804,086
Regulatory & Other Long Term Liabilities		1,126,714
Stockholder's equity		2,244,248
Contributions in aid of construction		209,178
Total Capitalization and liabilities	\$	5,856,182

EXHIBIT G

**PENNSYLVANIA-AMERICAN WATER COMPANY INCOME
STATEMENT ENDING DECEMBER 31, 2021**

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2021
(Dollars in thousands)

Exhibit G

	PA American Water 12 Months Ended December 31, 2021 (Audited)	
Operating Revenues	\$	769,565
Operating Expenses		
Operation and Maintenance		245,076
Depreciation and Amortization		166,962
General Taxes and Other		14,968
Total Operating Expenses		427,006
Operating Income		342,559
Other Income/(Expenses)		
Other Income/(Expense), Net		16,087
Interest Expense, Net		(75,787)
Total Other Expenses		(59,700)
Income Before Income Taxes		282,859
Provision for Income Taxes		54,168
Net Income	\$	228,691

EXHIBIT H

**PENNSYLVANIA-AMERICAN WATER COMPANY
WASTEWATER TARIFF**

**PENNSYLVANIA-AMERICAN WATER COMPANYS
Wastewater Division
(hereinafter referred to as the “Company”)
D/B/A
Pennsylvania American Water**

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,
CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY, LACKAWANNA
COUNTY, LUZERNE COUNTY, MCKEAN COUNTY, MONROE COUNTY,
MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY, PIKE COUNTY,
WASHINGTON COUNTY AND YORK COUNTY
ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: January 26, 2023

Effective: January 28, 2023

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

<https://www.amwater.com/paaw/>

NOTICE

This Tariff makes Increases, Decreases and Changes to Existing Rates, Rules and Regulations.

(Refer to pages 2, 4, 5, 6, 7, 8, 9, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 12, 13, 15, 15.1, 16, 18.1, 19, 20, 21, 21.1, 21.2, 22, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 23, 25, 26, 30, 30.1, 31, 31.1, 32, 33.1, 35, and 53-93.)

LIST OF CHANGES

Increases/Decreases

This tariff provides for uniform rates by customer class for Rate Zone 1, Rate Zone 2 (New Cumberland), Rate Zone 3 (Scranton), Rate Zone 4 (Kane), Rate Zone 5 (Valley), Rate Zone 6 (McKeesport), Rate Zone 7 (York), Rate Zone 8 (Foster) and Rate Zone 9 (Royersford) wastewater sales customers.

This tariff provides for an increase in the low-income customer discount.

The Distribution System Improvement Charge will be reduced to zero.

The Company is eliminating the Recoupment Surcharge.

Changes

Pages 8 and 9 – Territories served are updated for the Foster, Upper Pottsgrove and York future acquisitions, to correct the service territory in the Kane District, and for changes in Rate Zones.

Page 11.6 – Rate Zone 11 (Valley) has been changed to Rate Zone 5 (Valley). The previous Rate Zone 5 (Franklin) is rolled into Zone 1. Page 11.13 is being held for future use.

Page 11.9 – Rate Zone 7 (Sadsbury) has been rolled into Rate Zone 1 and repurposed as Rate Zone 7 (York).

Page 11.10 – Rate Zone 8 (Turbotville) has been rolled into Rate Zone 1 and repurposed as Rate Zone 8 (Foster).

Page 11.11 – Rate Zone 9 (Exeter) has been rolled into Rate Zone 1. Rate Zone 10 (Royersford) has been changed to Rate Zone 9 (Royersford). Page 11.12 is being held for future use.

Page 12 – Modification to application of capacity reservation fees

Page 13 – Modification to exceptions to capacity reservation fees

Pages 15 and 15.1 – Exeter Township change to Rate Zone 1.

Page 16 – Low income discounts have been modified to a tiered discount structure.

Page 18.1 – Applicability of the DSIC is modified.

Page 19 and 19.1 – Recoupment Surcharge is eliminated. Page 19 is being held for future use.

Page 20 through 22.8 – Definitions have been changed.

Page 25 and 26 – Modify rules and regulations regarding applications for service.

Page 30 and 30.1 – Modify rules and regulations regarding Discontinuance, Termination and Restoration of Service.

Page 31 and 31.1 – Modify rules and regulations regarding Billing and Collection.

Page 32 and 33.1 – Modify rules and regulations for Credits/Deposits.

Page 35 – Modify rules and regulations for Service Continuity.

Page 53 – Modify Section S – Stormwater Connections to Sanitary or Combined Sewer System and rename it as Section R – Stormwater Connections to Sanitary or Combined Sewer System.

Page 54 – Modify Section X – Taxes on Deposits to be Section S – Taxes on Deposits.

Pages 55 through 87 – Modify Section R- Wastewater Control Regulations and rename it as Section T- Wastewater Control and Industrial Pretreatment Regulations.

Pages 88 through 90 – Modify Section T - Industrial Pretreatment Program and rename it as Section U - Industrial Pretreatment Program - Pollutant Removal Costs.

Page 91 - Modify Section U - Industrial Pretreatment Program and rename it as Section V - Wastewater Control and Protection of Collection Systems.

Pages 92-93 – Modify Section V - Industrial Pretreatment Program and rename it as Section W - Regulation of Waste Received from Other Jurisdictions.

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff, unless otherwise noted on the territories served page, for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in the Residential, Commercial, Municipal and Industrial classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)

All metered customers shall be subject to a monthly service per equivalent dwelling unit (EDU).

A. <u>Residential</u>		
Service Charge per month:	\$14.30	(I)
Usage Charge per 100 gallons:	\$2.8750	(I)
B. <u>Commercial</u>		
Service Charge per month:	\$35.00	(I)
Usage Charge per 100 gallons:	\$2.1030	(I)
C. <u>Industrial</u>		
Service Charge per month:	\$35.00	(I)
Usage Charge per 100 gallons:	\$2.1030	(I)
D. <u>Municipal</u>		
Service Charge per month:	\$35.00	(I)
Usage Charge per 100 gallons:	\$2.1030	(I)
E. <u>Special Rate Charges</u>		
Bulk Metered Usage – Caln Twp., V.A. Hospital and West Brandywine Twp.		
Service Charge per month:	\$415.00	(I)
Usage Charge per 100 gallons:	\$1.4500	(I)
Cleveland-Cliffs Plate and Victory Brewing Company		
Service Charge per month:	\$415.00	(I)
Usage Charge per 100 gallons:	\$1.4000	(I)
Borough of Saint Lawrence		
Usage Charge per 100 gallons:	\$0.4000	(I)

Township of Alsace – The bulk metered charge will be based on PUC approved rates for the direct customers of the Exeter sewer district shown above. (C)

(I) means Increase and (C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

Canceling Third and Fourth Revised Page 11.2

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

UNMETERED CHARGES -This charge is a flat rate fee for customers not metered for water consumption.

A. Residential

Flat rate per month, per EDU: \$106.00 (I)

B. Commercial

Flat rate per month, per EDU: \$106.00 (I)

C. Special Rate Charges

Knouse Foods, flat rate per month: \$8,340.00 (I)

Strattanville Borough, flat rate per month: \$6,200.00 (I)

Penn State Special Metals, flat rate per month: \$2,870.00 (I)

PSC Metals, flat rate per month: \$1,110.00 (I)

Ipsco Koppel Tubilers, flat rate per month: \$17,240.00 (I)(C)

(I) means Increase and (C) means Change

EXHIBIT I

REVENUES AND EXPENSES FOR PROPOSED SERVICE TERRITORY

**Estimated Annual Revenue and Expense
in Application Territory
Wastewater**

<u>Line No.</u>		<u>Residential Customer</u>
1	Estimated Annual Revenue	
2		
3	Meter Size	5/8"
4	Monthly Service Charge	\$14.30
5	Average Monthly Usage (100 Gallons)	67.50
6	Usage Charge per 100 Gallons	2.875
7	Usage Charge at 6,750 Gallons/Mo.	\$194.06
8	Monthly Total Revenue	<u>\$208.36</u>
9	Annual Total Revenue (Ln. 8 x 12 months)	\$2,500.32
10		
11	Estimated Annual Expenses	
12		
13	Estimated Expenses per customer per year	\$529.07
14		
15	Net Income (Ln. 9 - Ln. 13)	\$1,971.25

Exhibit I

EXHIBIT J

**LETTER FROM CHESTER COUNTY REGARDING COMPREHENSIVE
PLANS**



THE COUNTY OF CHESTER



COMMISSIONERS
Marian D. Moskowitz
Josh Maxwell
Michelle Kichline

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION
Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

Act 67 & 68 Notice of Permit Application - Chester County Response Letter

Date: December 21, 2022

Date Received	November 21, 2022
Applicant Name	Pennsylvania American Water Attn: Jim Kelly, Senior Supervisor & Jana Hurst
Applicant Address	Water Works Road Coatesville, 19320 james.kelly@amwater.com jana.hurst@amwater.com
Project Name	Wastewater Service to an additional portion of Sadsbury Township (1143 Octorara Trail) - Sadsbury Township

Determination of Consistency with the Chester County Comprehensive Plan, *Landscapes3* (2018) for the above referenced project:

- The Chester County Planning Commission declines to review the project for consistency with *Landscapes3*.
- The Chester County Planning Commission has previously reviewed this project and the Act 247 letter dated _____ indicates that the project was:
- Consistent with *Landscapes3*
- Inconsistent with *Landscapes3*
- The Chester County Planning Commission finds the project to be:
- Consistent with *Landscapes3*
- Inconsistent with *Landscapes3*

Additional Comments:

If the proposed improvements are to address failing on-site sewage systems then the proposal is generally consistent with the goal for Connect, which supports the advancement of efficient, reliable, and innovative utility infrastructure systems that responsibly serve thriving communities.

Reviewed by:

Name	Glenn Bentley
Title	Senior Plan Reviewer
Signature	

EXHIBIT K

**LETTER FROM SADBURY TOWNSHIP REGARDING
COMPREHENSIVE PLANS**

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.
CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

REPLY TO:
P.O. BOX 118
BROOMALL, PA 19008-0118

July 29, 2022

Board of Supervisors
Sadsbury Township
P.O. Box 261
Sadsburyville, PA 19369

Attn: Jim Kelly, Senior Supervisor Pennsylvania

Re: Sanitary Sewer Connection
1143 Octorara Trail
Sadsbury Township, Chester County, PA

Dear Mr. Kelly:

Please be advised that our office has reviewed the Sewer Connection, and the Township doesn't have a problem with them connecting into the Force Main line running from Parkesburg to the Pump station at Sadsbury Commons

Additional Conditions of Approval are as follows:

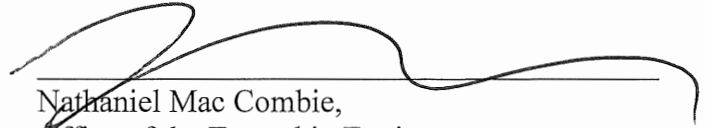
1. Proposed Sewer Lateral Needs to have a backflow preventor installed.
2. Existing Septic Tank needs to be filled in accordance with the Chester County Health Department Regulations.
3. The applicant/property owner shall be cognizant as to whether the proposed shed will be installed over any utility service connections (i.e., water, sewer, electric, telecommunications, etc.), which may affect future maintenance, repair, and/or replacement of said utilities, as well as any restrictions, limitations, or modifications that may be necessary in order to accommodate the proposed improvements.

The approval of the Sewer Permit does not grant any property rights over the property or any other property that may be affected by construction. The applicant, property owner, and/or contractor shall not direct, concentrate, or block runoff, or otherwise affect the pre-construction drainage area or drainage characteristics as a result of work authorized under this permit. Should any complain arise from such aforementioned changes to the drainage, the Township has the right to pull your permit at any time and to require full compliance with the Township's current Stormwater Management Ordinance, including preparation of engineered plans and calculations.

In addition, the approval does not relieve the applicant/property owner from securing any and all required Local, County, State, or Federal Permit(s) regarding the project, including securing any required approval from the Fire Marshall.

Accordingly, the Sewer Permit has been authorized to allow the Sewer Permit to be issued. Please feel free to contact our office should you have any questions.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Nathaniel Mac Combie', written over a horizontal line.

Nathaniel Mac Combie,
Office of the Township Engineer
Sadsbury Township

cc: Sadsbury Township
Jim Kelly
Applicant

EXHIBIT L

**LETTER FROM DEP TO HOMEOWNER REGARDING SEWER
EXTENSION**

SENT VIA ELECTRONIC MAIL ONLY

June 9, 2022

Mr. Mike Zuba
1143 Octorara Trail
Parkesburg, PA 19365

Re: Act 537, Sewage Facilities Planning
Zuba Project
DEP Code No. 1-15947-154-X
Sadsbury Township, Chester County

Dear Mr. Zuba:

This letter is in reference to your application for Sewage Facilities Planning Modules for the connection of an existing dwelling to the sanitary sewer system. The project is located at 1143 Octorara Trail, in Sadsbury Township, Chester County.

This project does not meet the definition of a subdivision under the Pennsylvania Sewage Facilities Act. Therefore, no planning modules are required to be submitted to the Department of Environmental Protection (DEP).

The project will be connected to the Pennsylvania American Water Company collection system and will generate 225 gallons of sewage per day to be treated at the Pennsylvania American Water Company – Coatesville Wastewater Treatment Facility.

This response is only a determination of planning requirements under the Pennsylvania Sewage Facilities Act concerning the above-referenced project. We recommend that the applicant contact the municipality in which the project is located and the permittees of the collection, conveyance, and treatment facilities that will serve the project for any additional local requirements applicable to this project.

If you have any questions or concerns, please contact me at 484.250.5182.

Sincerely,



Kelly A. Sweeney
Sewage Planning Specialist 2
Clean Water

cc: Chester County Planning Commission (via email)
Chester County Health Department (via email)
Chester County Conservation District (via email)
Sadsbury Township (via email)
Pennsylvania American Water Company (via email)
Planning Section
Re 30

VERIFICATION

I, JAMES P. KELLY, hereby state that the facts above set forth in the attached Application above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



James P. Kelly, Senior Supervisor
Pennsylvania-American Water Company

Date: 4/10/23