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SCH USA, LLC,		Docket No.:
v.		C-2022-3036893
Aqua Pennsylvania		C-2022-3037118
Wastewater, Inc.		
Further Call-In		
Telephonic Hearings		
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Pages 31 - 50

Judge's Chambers  
Commonwealth Keystone  
Building - Plaza Level  
400 North Street  
Harrisburg, PA

Tuesday, September 24, 2024  
Commencing at 10:07 a.m.

INDEX TO EXHIBITS

Docket Nos. C-2022-3036893, C-2022-3037118

Hearing Date: September 24, 2024

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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SCH USA Exhibit Statement Number 1	40	42
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Direct Testimony of Carlos

Padilla including Exhibit

CP-1 and Exhibit CP-2, Public

and **Confidential**

SCH USA Exhibit Statement Number 2 40 42

Direct Testimony of Ronald  
Carrier including Appendices  
A and B and Exhibits RTC-1 and  
RTC-2, public and **Confidential**

SCH USA Exhibit Statement Number 3 41 42

Direct Testimony of Frank Lacey  
including Appendices A and B and  
Exhibits FL-1 and FL-2, Public and  
**Confidential**

SCH USA Exhibit Statement Number 2-SR 41 42

Surrebuttal Testimony of  
Ronald Carrier

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Surrebuttal Testimony of  
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Direct Testimony of Christopher  
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Direct Testimony of Steve

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Rebuttal Testimony of Steve

Clark

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCH USA, LLC :  
 : Docket Nos. C-2022-3036893  
 v. : C-2022-3037118  
 :  
 Aqua Pennsylvania Wastewater, Inc. :

**DIRECT TESTIMONY  
OF  
CARLOS PADILLA**

**On Behalf of  
SCH USA, LLC**

**Topics Addressed:**

**Background on Split Rock Resort  
Summary of SCH USA Complaint  
Summary of Request for Relief**

April 3, 2024

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<b>Exhibit</b>	<b>Description</b>
CP-1	Aqua Accounts and December 2023 Bills
CP-2	Average Monthly Occupancy Rate for Split Rock Resort <b>(CONFIDENTIAL)</b>

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND TITLE.**

3 A. My name is Carlos Padilla and I am Senior Counsel for Thy Collection. Thy Collection  
4 owns and operates the Bel Air Collection Resorts & Spas. SCH USA, LLC (“SCH  
5 USA”) is a part of Bel Air Collection Resorts & Spas.

6 Please note that I am testifying as a fact witness, not as an attorney. I am not  
7 licensed to practice law in the United States.

8 **Q. WHAT ARE YOUR JOB RESPONSIBILITIES?**

9 A. I manage the Company’s regulatory risks and permits in Pennsylvania. I also investigate  
10 and respond to litigation and potential litigation concerning our properties in  
11 Pennsylvania.

12 **Q. HAVE YOU EVER TESTIFIED BEFORE THIS COMMISSION?**

13 A. No, I have not.

14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A. The purpose of my testimony is to provide background information on SCH USA’s Split  
16 Rock Resort, the factual basis for the Company’s complaint against Aqua Wastewater  
17 Pennsylvania, Inc., and the requested relief.

18 **Q. ARE ANY OTHER WITNESSES TESTIFYING ON BEHALF OF SCH USA?**

19 A. Yes. Ronald Carrier of Big Lake Consulting Group, LLC and Frank Lacey of Electric  
20 Advisors Consulting, LLC will also be providing testimony. *See* SCH USA St. Nos. 2  
21 and 3, respectively.

22

23

24

1 **II. BACKGROUND**

2 **Q. DOES SCH USA OPERATE A BUSINESS IN PENNSYLVANIA?**

3 A. Yes. SCH USA operates a large commercial resort property known as the “Split Rock  
4 Resort.” The Resort is located in an area called Lake Harmony, which is in Kidder  
5 Township, Carbon County, Pennsylvania.

6 **Q. HOW LONG HAS SCH USA OWNED THIS PROPERTY?**

7 A. We purchased the Resort property on October 29, 2020. At that time, we also purchased  
8 the wells that provide water for the Resort.

9 **Q. PLEASE DESCRIBE THE SPLIT ROCK RESORT PROPERTY.**

10 A. Split Rock Resort includes the following buildings and amenities.

- 11 • **The Lodge:** The Lodge is a luxury resort hotel. It has 50 hotel rooms, a  
12 restaurant, and a meeting room.
- 13 • **Willowbrook:** Willowbrook is a resort hotel with 256 guest rooms.
- 14 • **The Galleria:** The Galleria is also a resort hotel, with 77 hotel rooms and eight  
15 VIP rooms. The Galleria is also in close proximity to other on-property features,  
16 including: a food court and shops; restaurants; movie theater; racquetball court;  
17 waterpark; indoor pool; lobby bar; and a large meeting space.
- 18 • **Laundry:** There is also a laundry that serves the above properties.

19 **Q. WHO PROVIDES WATER SERVICE TO SPLIT ROCK RESORT?**

20 A. We provide our own water from wells, under a permit issued by the Delaware River  
21 Basin Commission (“DRBC”).

22 **Q. WHO PROVIDES WASTEWATER SERVICE TO SPLIT ROCK RESORT?**

23 A. Aqua Pennsylvania Wastewater, Inc. (“Aqua”) provides wastewater service to the Resort,  
24 which is a commercial wastewater customer. We have four wastewater accounts with

1 Aqua, for the Lodge, Willowbrook, the Galleria, and the Laundry. Billing information is  
2 provided in the attached Exhibit CP-1, which describes SCH USA’s four separate  
3 wastewater accounts and also includes copies of the bills from Aqua for December 2023.

4 **Q. WHY HAS SCH USA FILED THIS COMPLAINT AGAINST AQUA?**

5 A. As will be discussed in greater detail below and further addressed by SCH USA  
6 witnesses Carrier and Lacey, Aqua’s methodology for billing is unreasonable as applied  
7 to SCH USA. Because SCH USA’s water usage is not metered, Aqua bills the Resort for  
8 wastewater usage on an Equivalent Dwelling Unit (“EDU”) basis. Billing SCH USA on  
9 a flat, per EDU basis assumes that the Resort is always at 100% full occupancy.  
10 However, since purchasing the resort and coming out of the COVID-19 pandemic, the  
11 resort’s occupancy rates in all of its operations have been significantly lower than 100%.

12 **Q. WHAT DOES THAT MEAN FOR THE RESORT’S OVERALL WASTEWATER**  
13 **USAGE?**

14 A. In my view, if our resort is operating at anything less than 100% occupancy – which is  
15 what the EDU based rates are set on – SCH USA is being charged for more wastewater  
16 usage than what Aqua is collecting and treating. This makes the required 100%  
17 occupancy-at-all-times charge unreasonable as applied, and thus our actual usage is  
18 consistently much lower than what is being billed by Aqua.

19 **Q. WHAT RELIEF IS SCH USA SEEKING?**

20 A. SCH USA is simply seeking to pay rates that are reasonable and based on the actual  
21 wastewater service being provided. This could be accomplished in a number of ways,  
22 including: (1) measuring actual water consumption (with appropriate deductions for the  
23 waterpark and pools); (2) measuring actual wastewater discharges to Aqua’s system; (3)

1 adjusting the EDUs used for billing purposes to better reflect actual occupancy; or (4)  
2 assigning a different proxy that more accurately reflects actual occupancy of the resort.

3 In addition, SCH USA is seeking an adjustment to the prior bills (since we  
4 purchased the property on October 29, 2020) to reflect the average occupancy rate.

5  
6

7 **III. EDU BILLING**

8 **Q. AS YOU PREVIOUSLY STATED, SCH USA’S CONCERN IS WITH AQUA’S**  
9 **BILLING THAT IS BASED ON EDUS. CAN YOU PLEASE PROVIDE MORE**  
10 **INFORMATION?**

11 A. Yes. The EDUs that Aqua uses to bill SCH USA are summarized in Exhibit CP-1. This  
12 methodology assumes that the Resort is at full occupancy, every single day of the year.  
13 This approach is unreasonable as applied to SCH USA because our actual wastewater  
14 usage is much lower than what is being billed by Aqua, since our occupancy rates are  
15 significantly lower than 100%.

16 **Q. HOW WERE THE EDUS FOR SCH USA DETERMINED?**

17 A. The number of EDUs were originally set by a Settlement Agreement between Split  
18 Rock’s original owner and Kidder Township in 2010. This Settlement Agreement and its  
19 use in determining the number of EDUs is further addressed by SCH USA witness Frank  
20 Lacey. SCH USA St. No. 3 at 3-5. As Mr. Lacey further discusses, these EDUs have no  
21 relation to actual usage by the Resort, thus creating an unreasonable billing outcome as  
22 applied to the Resort.

23 **Q. CAN YOU PROVIDE DATA ON SCH USA’S OCCUPANCY RATES?**

24 A. Yes. **CONFIDENTIAL** Exhibit CP-2 provides a summary of the Resort’s average  
25 monthly occupancy rate.

1 **Q. HOW DOES SCH USA TRACK OCCUPANCY RATES?**

2 A. We use a self-developed software for our hotel operations called “Dorothy.” Our  
3 controller at the property has sent monthly reports that produced daily occupancy  
4 information from the software. **CONFIDENTIAL** Exhibit CP-2 provides monthly  
5 occupancy rates from November 2020 (the first full month after SCH USA purchased the  
6 resort) through December 2023.

7 **Q. WHAT DO THE MONTHLY REPORTS IN EXHIBIT CP-2 SHOW?**

8 A. These occupancy reports show that the average occupancy rate is approximately **BEGIN**  
9 **CONFIDENTIAL** [REDACTED]. **END CONFIDENTIAL**. Mr. Lacey discusses the average  
10 occupancy rate in in his direct testimony. *See* SCH USA St. No. 3 at 6.

11 **Q. IN THIS SITUATION, IS THE USE OF EDUS REASONABLE FOR**  
12 **CALCULATING SCH USA’S AQUA WASTEWATER BILLS?**

13 A. No. Billing on a per EDU basis assumes full occupancy and does not reflect our average  
14 occupancy of just **BEGIN CONFIDENTIAL** [REDACTED] **END CONFIDENTIAL** on average.  
15 Using a fixed number of EDUs for billing purposes has no relation to our actual  
16 occupancy rate or actual usage, and therefore is not reasonable. SCH USA witness  
17 Carrier and Lacey further discuss the difference in usage.

18 **Q. WHAT DO YOU BELIEVE SHOULD BE DONE TO MEASURE SCH USA’S**  
19 **WASTEWATER USAGE SO THAT BILLS WILL BE BASED ON ACTUAL**  
20 **USAGE?**

21 A. First, Aqua could measure SCH USA’s discharges into its wastewater system. SCH USA  
22 is willing to pay for the cost of installing wastewater measures to accurately measure its  
23 actual discharges into Aqua’s system.

24 As a second option, Aqua could use water consumption as a proxy for wastewater  
25 usage. If this is done, there would need to be appropriate deductions for the waterpark,

1 pools, etc. In this instance, water meters could be used to determine a more accurate, and  
2 more reasonable, quantity of wastewater being discharged to Aqua’s system. Again,  
3 SCH USA is willing to pay the cost of installing such meters.

4 As a third option, Aqua could develop for billing purposes an EDU level that  
5 more reasonably matches SCH USA’s actual wastewater being discharged into Aqua’s  
6 wastewater system.

7 Finally, as a fourth option, Aqua could develop an alternative proxy method  
8 which, as applied to the Resort, would lead to just and reasonable rates.

9 **Q. CAN YOU PLEASE CLARIFY WHICH OF SCH USA’S ACCOUNTS ARE IN**  
10 **DISPUTE?**

11 A. Yes. There is no dispute about the wastewater discharge from the Laundry. The dispute  
12 is about the correct wastewater discharges from the Lodge, Willowbrook, and the  
13 Galleria. The usage of wastewater from these portions of the property is lower than what  
14 is being billed by Aqua due to our occupancy rates, as discussed above.

15 **IV. COMMUNICATION WITH AQUA**

16 **Q. PRIOR TO FILING THE COMPLAINTS, DID SCH USA TRY TO TALK TO**  
17 **AQUA ABOUT ITS CONCERNS?**

18 A. Yes. There was intermittent communication for approximately 18 months prior to our  
19 filing the Formal Complaints.

20 **Q. HOW DID AQUA RESPOND?**

21 A. Aqua was unapproachable. Aqua either did not respond for long periods of time or  
22 refused to offer any reasonable explanation in response to our concerns. In particular, I  
23 asked Aqua about the number of EDUs SCH USA was being charged. I was told that it  
24 was based on a Settlement Agreement between the original developer of the Split Rock

1 Resort property and Kidder Township. I protested the use of the Settlement Agreement,  
2 since neither SCH USA nor Aqua were parties to the Settlement Agreement. Aqua did  
3 not explain the rationale behind its decision to continue to abide by the Settlement  
4 Agreement, nor did Aqua offer any other rationale to explain the number of EDUs.<sup>1</sup>

5 Aqua also refused to discuss installing meters and charging SCH USA on a  
6 metered basis and provided no rationale for its refusal.

7 Similarly, I asked Aqua about a payment arrangement but Aqua refused and  
8 provided no rationale for its refusal.

9 **Q. DID AQUA THREATEN TO SHUT OFF WASTEWATER SERVICE?**

10 A. Yes. Aqua threatened to shut off service in November 2022, which prompted SCH USA  
11 to file these Formal Complaints.

12 **Q. GIVEN THAT YOU WERE IN COMMUNIAION WITH AQUA, DID AQUA**  
13 **GIVE YOU ANY ADVANCE NOTICE OF THEIR INTENT TO SHUT OFF**  
14 **WASTEWATER SERVICE?**

15 A. No, it came as a surprise. Aqua sent a termination notice in mid-November 2022  
16 indicating that they intended to shut off service in the days before the Thanksgiving  
17 holiday.

18

19 **V. CONCLUSION**

20 **Q. DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

21 A. Yes.

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<sup>1</sup> See Mr. Lacey's direct testimony for discussion about the use of the Settlement Agreement to determine the number of EDUs, SCH USA St. No. 3 at 3-5.

# Exhibit CP-1

(Aqua Accounts and December 2023 Bills)

**SCH USA Summary of Aqua Account Information**

<b>Description</b>	<b>Address</b>	<b>Account</b>	<b>EDUs as billed by Aqua</b>
Lodge	1 Lake Drive	1138038	53
Willowbrook	159 Willowbrook	1138095	128
Galleria	100 Moseywood	1138096	145
Laundry	634 Route 940 East	1100826	4
		<b>Total</b>	<b>330</b>



Service To:  
**SCH USA LLC**  
**100 MOSEYWOOD RD**  
**LAKE HARMONY, PA 18624**

Account Number  
**002632258 1138096**  
 KIDDER WW  
 2150892

**Aqua Pennsylvania Wastewater** Toll Free: **877.987.2782**  
 762 W. Lancaster Avenue Fax: **866.780.8292**  
 Bryn Mawr, PA 19010-3489 **Aquawater.com**

Questions about your sewer service? Contact us before the due date.  
 Bill Date Total Amount Due Current Charges Due Date  
**December 28, 2023 \$ 360,342.32 January 19, 2024**

**Billing Detail**

For period  
 beginning **November 28, 2023** and ending **December 27, 2023**

Amount Owed from Last Bill .....	\$ 398,975.93
Total Payments Received .....	57,640.00
<b>Remaining Balance .....</b>	<b>341,335.93</b>
145.0 units @ 131.00 per unit.....	18,995.00
Total Current Sewer Charges .....	18,995.00
Distribution System Improvement Charge (Sewer) .....	22.79
State Tax Adjustment Surcharge - Sewer.....	11.40 Credit
<b>Amount Due.....</b>	<b>\$ 360,342.32</b>

**Message Center** (see reverse side for other information)

- Effective October 1, 2023, the allowable wastewater DSIC is 0.12%. The PA Public Utility Commission permits a maximum wastewater DSIC of 5.00%.
- Effective January 20, 2023, the allowable wastewater State Tax Adjustment Surcharge (STAS) is -0.06%.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



**Aqua Pennsylvania Wastewater**  
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

MAKE CHECK PAYABLE TO:  
**Aqua PA WW**

Account Number  
**002632258-1138096**

DUE DATE **01/19/2024** TOTAL AMOUNT DUE **\$360,342.32**

Please do not remit payment to the above address

Cyc=15YK 1up=4813268

Seq=19939

Amount Enclosed

\$



SCH USA LLC  
 PO BOX 567  
 LAKE HARMONY PA 18624-0567

**AQUA PA WW**  
 PO BOX 70279  
 PHILADELPHIA PA 19176-0279



00263225811380960000360342325



Service To:  
**SCH USA LLC**  
**159 WILLOWBROOK DR**  
**LAKE HARMONY, PA 18624**

Account Number  
**002632258 1138095**  
 KIDDER WW  
 2150892

**Aqua Pennsylvania Wastewater** Toll Free: **877.987.2782**  
 762 W. Lancaster Avenue Fax: **866.780.8292**  
 Bryn Mawr, PA 19010-3489 **Aquawater.com**

Questions about your sewer service? Contact us before the due date.  
 Bill Date Total Amount Due Current Charges Due Date  
**December 28, 2023 \$ 378,155.37 January 19, 2024**

**Billing Detail**

For period  
 beginning **November 28, 2023** and ending **December 27, 2023**

Amount Owed from Last Bill .....	\$ 416,921.31	
Total Payments Received .....	55,544.00	
<b>Remaining Balance .....</b>	<b>361,377.31</b>	
128.0 units @ 131.00 per unit.....	16,768.00	
Total Current Sewer Charges .....	16,768.00	
Distribution System Improvement Charge (Sewer) .....	20.12	
State Tax Adjustment Surcharge - Sewer.....	10.06	Credit
<b>Amount Due.....</b>	<b>\$ 378,155.37</b>	

**Message Center** (see reverse side for other information)

- Effective October 1, 2023, the allowable wastewater DSIC is 0.12%. The PA Public Utility Commission permits a maximum wastewater DSIC of 5.00%.
- Effective January 20, 2023, the allowable wastewater State Tax Adjustment Surcharge (STAS) is -0.06%.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



**Aqua Pennsylvania Wastewater**  
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

MAKE CHECK PAYABLE TO:  
**Aqua PA WW**

Account Number  
**002632258-1138095**

Please do not remit payment to the above address

DUE DATE **01/19/2024** **TOTAL AMOUNT DUE \$378,155.37**

Cyc=15YK 1up=4813268

Seq=19933

Amount Enclosed \$



SCH USA LLC  
 PO BOX 567  
 LAKE HARMONY PA 18624-0567

**AQUA PA WW**  
 PO BOX 70279  
 PHILADELPHIA PA 19176-0279



00263225811380950000378155379



Service To:  
**SCH USA LLC**  
**1 LAKE DR**  
**LAKE HARMONY, PA 18624**

Account Number  
**002632258 1138038**  
 KIDDER WW  
 2150892

**Aqua Pennsylvania Wastewater** Toll Free: **877.987.2782**  
 762 W. Lancaster Avenue Fax: **866.780.8292**  
 Bryn Mawr, PA 19010-3489 **Aquawater.com**

Questions about your sewer service? Contact us before the due date.  
 Bill Date Total Amount Due Current Charges Due Date  
**December 28, 2023 \$ 103,070.88 January 19, 2024**

**Billing Detail**

For period  
 beginning **November 28, 2023** and ending **December 27, 2023**

Amount Owed from Last Bill .....	\$ 114,987.72	
Total Payments Received .....	18,864.00	
<b>Remaining Balance .....</b>	<b>96,123.72</b>	
53.0 units @ 131.00 per unit.....	6,943.00	
Total Current Sewer Charges .....	6,943.00	
Distribution System Improvement Charge (Sewer) .....	8.33	
State Tax Adjustment Surcharge - Sewer.....	4.17	Credit
<b>Amount Due.....</b>	<b>\$ 103,070.88</b>	

**Message Center** (see reverse side for other information)

- Effective October 1, 2023, the allowable wastewater DSIC is 0.12%. The PA Public Utility Commission permits a maximum wastewater DSIC of 5.00%.
- Effective January 20, 2023, the allowable wastewater State Tax Adjustment Surcharge (STAS) is -0.06%.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



**Aqua Pennsylvania Wastewater**  
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

Please do not remit payment to the above address

Cyc=15YK 1up=4813268

Seq=19927

MAKE CHECK PAYABLE TO:  
**Aqua PA WW**

Account Number  
**002632258-1138038**

DUE DATE **01/19/2024** TOTAL AMOUNT DUE  
**\$103,070.88**

Amount Enclosed \$



SCH USA LLC  
 PO BOX 567  
 LAKE HARMONY PA 18624-0567

**AQUA PA WW**  
 PO BOX 70279  
 PHILADELPHIA PA 19176-0279



00263225811380380000103070881



Service To:  
**SCH USA LLC**  
**634 ROUTE 940 EAST (LAUNDROM**  
**WHITE HAVEN, PA 18661**

Account Number  
**002640514 1100826**  
 WH (KIDDER) SEWER  
 2150780

**Aqua Pennsylvania Wastewater** Toll Free: **877.987.2782**  
 762 W. Lancaster Avenue Fax: **866.780.8292**  
 Bryn Mawr, PA 19010-3489 **Aquawater.com**

Questions about your sewer service? Contact us before the due date.  
 Bill Date Total Amount Due Current Charges Due Date  
**December 22, 2023 \$ 800.48 January 16, 2024**

**Billing Detail**

For period  
 beginning **November 22, 2023** and ending **December 21, 2023**

Amount Owed from Last Bill .....	\$ 3,604.08
Total Payments Received .....	3,203.84
<b>Remaining Balance .....</b>	<b>400.24</b>
4.0 units @ 100.00 per unit.....	400.00
Total Current Sewer Charges .....	400.00
Distribution System Improvement Charge (Sewer) .....	0.48
State Tax Adjustment Surcharge - Sewer.....	0.24 Credit
<b>Amount Due.....</b>	<b>\$ 800.48</b>

**Message Center** (see reverse side for other information)

- Effective October 1, 2023, the allowable wastewater DSIC is 0.12%. The PA Public Utility Commission permits a maximum wastewater DSIC of 5.00%.
- Effective January 20, 2023, the allowable wastewater State Tax Adjustment Surcharge (STAS) is -0.06%.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

RETURN THIS PORTION WITH YOUR PAYMENT



**Aqua Pennsylvania Wastewater**  
 762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

MAKE CHECK PAYABLE TO:  
**Aqua PA WW**

Account Number  
**002640514-1100826**

DUE DATE  
**01/16/2024**

TOTAL AMOUNT DUE  
**\$800.48**

Please do not remit payment to the above address

Cyc=15WG 1up=4802611

Seq=15015

Amount Enclosed \$    .



SCH USA LLC  
 PO BOX 567  
 LAKE HARMONY PA 18624-0567

**AQUA PA WW**  
 PO BOX 70279  
 PHILADELPHIA PA 19176-0279



00264051411008260000000800487

# Exhibit CP-2

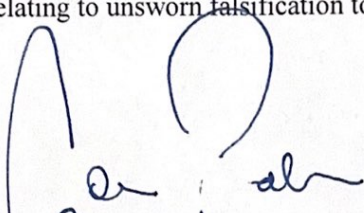
**CONFIDENTIAL**

(Average Monthly Occupancy Rate for Split Rock Resort)

**VERIFICATION**

I, Carlos R. Padilla, hereby state that: (1) I am the Senior Counsel for SCH USA, LLC ("SCH USA"); (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

April 3, 2024  
Dated



---

Carlos R. Padilla  
Senior Counsel  
SCH USA, LLC

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCH USA, LLC :  
 : Docket Nos. C-2022-3036893  
 v. : C-2022-3037118  
 :  
 Aqua Pennsylvania Wastewater, Inc. :

**DIRECT TESTIMONY  
OF  
RONALD CARRIER**

**On Behalf of  
SCH USA, LLC**

**Topics Addressed:**

**Definition of EDUs  
Alternate Methods of Metering Wastewater Flows  
Accuracy of AQUAs Calculations of EDUs for SCH USA Bills**

April 3, 2024

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Appendix A	Resume of Ronald Carrier
Appendix B	List of Previous Testimony
RTC-1	25 Pa. Code § 73.17
RTC-2	Calculation of SCH USA EDUs Using Aqua Tariff Language

1 **I. INTRODUCTION AND BACKGROUND**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Ronald Carrier. My business address is 2316 Anchor Court, Holt, MI 48842.

4 **Q. WHAT IS YOUR CURRENT POSITION?**

5 A. I am the founding principal of Big Lake Consulting Group, LLC, which is a regulatory  
6 strategy consulting company that offers services such as tariff analyses, strategic  
7 planning, and regulatory support including the provision of testimony in regulatory  
8 proceedings.

9 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

10 A. I am an independent consultant testifying on behalf of SCH USA, LLC (“SCH USA”).

11 **Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**  
12 **PROFESSIONAL EXPERIENCE.**

13 A. As a consultant, I provide policy- and market-related consulting services to advanced  
14 energy management companies, wholesale energy companies and renewable energy  
15 project developers. I have worked in the regulated energy industry for approximately 40  
16 years, beginning immediately after earning my undergraduate degree. Early in my  
17 career, I was employed by Consumers Energy as an engineer at their Palisades Nuclear  
18 Station. At Consumers Energy I also held various managerial roles in Industrial Energy  
19 Sales, Natural Gas Rate Administration and Electric Customer Choice Administration. I  
20 have also worked for Strategic Energy, a retail electricity and natural gas services  
21 company, and Direct Energy, a retail electric and gas supplier that acquired Strategic  
22 Energy in 2008. I created Big Lake Consulting Group LLC in 2021. I hold a Bachelor of  
23 Science degree in Mechanical Engineering from the University of Michigan and a Master

1 of Business Administration degree from Central Michigan University. My resume is  
2 provided as Appendix A.

3 **Q. HAVE YOU EVER TESTIFIED BEFORE THE PENNSYLVANIA PUBLIC**  
4 **UTILITY COMMISSION OR ANY OTHER REGULATORY AGENCY?**

5 A. Yes. I have testified before the Pennsylvania Public Utility Commission (“Commission”  
6 or “PA PUC”). I have also testified before other state regulatory agencies, and  
7 legislatures. In addition to Pennsylvania, I have provided expert testimony before the  
8 utility commission in Michigan. I have presented legislative testimony in Michigan and  
9 Illinois. I have also spoken at trade shows, conferences and other industry and corporate  
10 events. A detailed listing of my prior testimony is contained in Appendix B.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. The purpose of my testimony is to explain how Equivalent Dwelling Units (“EDUs”) are  
13 used by Aqua Pennsylvania Wastewater, Inc. (“Aqua”) for billing for wastewater services  
14 and to show that there are more accurate means to measure wastewater flow for billing  
15 purposes. I will also demonstrate that the current assessment of EDUs for SCH USA’s  
16 accounts is not acceptable and that it should be re-evaluated.

17 **II. WASTEWATER MEASUREMENT AND BILLING**

18 **Q. WHAT IS AN “EQUIVALENT DWELLING UNIT”?**

19 A. An EDU is an estimated measurement of how much wastewater a customer produces  
20 when a means to meter the actual wastewater flow is not available.

21 **Q. HOW ARE EDUS GENERALLY DETERMINED?**

22 A. EDUs are calculated by taking the estimated wastewater produced by an unmetered  
23 wastewater customer and dividing it by the average wastewater produced by a single-  
24 family residence. The resulting value is the EDU value. For example, if a business has

1 an estimated wastewater flow of 800 gallons per day and the average wastewater flow  
2 from a single-family residence is 400 gallons per day, the EDU value for the business  
3 would be calculated as:  $800 \div 400 = 2.0$ .

4 **Q. DOES AQUA USE EDUS FOR BILLING PURPOSES?**

5 A. Yes, Aqua uses EDUs for billing purposes when wastewater customers do not have  
6 metered water service.

7 **Q. HOW DOES AQUA CALCULATE EDUS?**

8 A. According the Aqua’s “Tariff Sewer-PA P.U.C. No. 3, Original Page 25,” Aqua uses the  
9 sewage flows for the type of business as outlined in the Pennsylvania Department of  
10 Environmental Protection regulation at 25 Pa. Code § 73.17 and then divides that value  
11 by the estimated average daily wastewater flow from a single-family unit. A copy of this  
12 regulation is provided as Exhibit RTC-1.

13 **Q. DOES AQUA CHARGE THE SPLIT ROCK RESORT FOR WASTEWATER**  
14 **SERVICE BASED ON EDUS?**

15 A. Yes, Aqua charges Split Rock Resort for wastewater service based on EDUs.

16 **Q. WHY DOES AQUA BILL SPLIT ROCK BASED ON EDUS RATHER THAN FOR**  
17 **ACTUAL WASTEWATER USAGE?**

18 A. Aqua bills Split Rock based on EDUs rather than actual wastewater usage as Split Rock  
19 does not have metered water service for their facilities. Water service is provided by  
20 wells located on or near the Split Rock properties.

21 **Q. PLEASE DESCRIBE HOW AQUA CHARGES SPLIT ROCK BASED ON EDUS.**

22 A. Split Rock receives four bills from Aqua. Each bill has a Current Sewer Charge line item  
23 that is calculated by taking the EDUs Aqua has determined for that account and  
24 multiplying it by \$131.00. This rate and resulting charge are consistent with the current

1 Aqua tariff for Rate Zone 4 on file with the PA PUC. However, this tariff, as applied to  
2 SCH USA, is unjust and unreasonable in its outcome.

3 **Q. HOW DID AQUA DETERMINE THE NUMBER OF EDUS TO CHARGE SPLIT**  
4 **ROCK FOR WASTEWATER SERVICE?**

5 A. It appears that Aqua assigned the EDU to three of the four accounts by using EDUs  
6 contained in the Release and Settlement Agreement between the Resort’s original  
7 developer and Kidder Township. This settlement agreement, executed in 2010,  
8 established the EDUs for the various properties that are now owned by SCH USA. There  
9 is no description detailing how the EDUs were calculated for the various properties  
10 covered by the agreement. There is also no evidence to suggest how Aqua determined  
11 the EDUs for the fourth bill.

12 **Q. WHAT SCH USA ACCOUNTS USE EDUS THAT CORRESPOND TO THE**  
13 **EDUS CONTAINED IN THE SETTLEMENT AGREEMENT?**

14 A. The chart below shows the four Aqua billing accounts, the EDUs associated with that bill  
15 and compares it to the EDU values contained in the settlement agreement, if applicable.

<b>Aqua Account Number</b>	<b>Aqua Bill EDU</b>	<b>Settlement Agreement Facility Name</b>	<b>EDU in Settlement Agreement</b>
0026322581138096	145	The Galleria and Waterpark	145
0026322581138095	128	Willowbrook at Lake Harmony	128
0026322581138038	53	All remaining uses of the Plaintiffs	53
0026405141100826	4	Not Detailed in Agreement	N/A

16

17

1 **Q. DO YOU HAVE ANY CONCERNS WITH AQUA’S CURRENT PRACTICE OF**  
2 **CHARGING SPLIT ROCK BASED ON EDUS?**

3 A. Yes, for several reasons. First, an EDU is simply an estimate of wastewater flow based  
4 on assumptions that may nor may not hold true for any business, while accurate metering  
5 technologies are readily available in the market. Second, it is obvious that Aqua is using  
6 EDU values based on an over a decade old settlement agreement that doesn’t specify how  
7 the EDUs were calculated. Finally, using Aqua’s own tariff language, I will show later in  
8 this testimony that for two accounts, the settlement agreement EDU calculation overstates  
9 SCH USA’s EDUs by up to a factor of two.

10 **Q. IN GENERAL, IS IT PREFERABLE FOR A UTILITY TO CHARGE FOR**  
11 **UTILITY SERVICE BASED ON ACTUAL USAGE, OR BASED ON A FLAT**  
12 **FEE?**

13 A. It is preferable for a utility to charge for utility service based on actual usage wherever  
14 possible. This is especially true for businesses that have variability in their usage. This is  
15 the case with SCH USA as their properties have occupancy rates that fluctuate greatly  
16 throughout the year and from year to year.

17 When a utility bases their billing on a flat fee, they are making assumptions on the  
18 utilization of their service for that customer and if the customer’s usage varies from that  
19 estimate, the customer either pays too much if the utilization is less than the utility  
20 estimate or pays less than they should if their utilization ends up being more than the  
21 utility estimate. In either case, there is a winner and a loser that doesn’t take place if  
22 actual usage is utilized for billing.

1 **Q. DO YOU SEE ANY INSTANCES WHERE SCH USA COULD BE USING MORE**  
2 **WASTEWATER SERVICE THAN WHAT THEY ARE PAYING AQUA FOR?**

3 A. No. The situation with SCH USA can be illustrated when the occupancy rates for their  
4 hotel properties are reviewed. From November of 2020 to December of 2023, occupancy  
5 rates varied month by month **BEGIN CONFIDENTIAL** [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] **END CONFIDENTIAL.**<sup>1</sup>

9 This illustrates that any flat fee determined by Aqua for SCH is by its very nature an  
10 inaccurate means for determining wastewater usage and there do not appear to be any  
11 instances where SCH USA used more than the amount charged for its invoiced  
12 wastewater flows.

13 **Q. WHAT ALTERNATIVE MEANS ARE AVAILABLE TO DETERMINE ACTUAL**  
14 **WASTEWATER USAGE MORE ACCURATELY FOR BILLING PURPOSES?**

15 A. There are metering technologies available that allow for direct measurement of  
16 wastewater flow, negating the need for estimating the usage based on EDUs or from  
17 water meter readings. Two of the most common types of metering technologies used in  
18 measurement of sewage flow are ultrasonic flowmeters and electromagnetic flowmeters.  
19 Ultrasonic flowmeters operate using the principle of the Doppler effect. The Doppler  
20 effect is defined as the increase (or decrease) in the frequency of sound, light, or other  
21 waves as the source and observer move towards each other.<sup>2</sup> The most common example  
22 of the Doppler effect is what you hear when a moving train is sounding its horn and the

<sup>1</sup> See SCH USA St. No. 1, Exh. CP-2.

<sup>2</sup> See [https://byjus.com/physics/doppler-effect/#:~:text=Doppler%20effect%20in%20physics%20is,or%20away%20from\)%20each%20other.](https://byjus.com/physics/doppler-effect/#:~:text=Doppler%20effect%20in%20physics%20is,or%20away%20from)%20each%20other.)

1 tone you hear drops in frequency as the train passes you. Ultrasonic flowmeters are  
2 attached to the outside of the sewer line and do not come into contact with the sewage  
3 flow.

4 An electromagnetic flowmeter functions based on the Faraday’s law of  
5 electromagnetic induction.<sup>3</sup> It measures the flow of the sewage when the flow moves  
6 through the magnetic field induced by the flowmeter. Unlike the ultrasonic flowmeter,  
7 the electromagnetic flowmeter typically has a probe that is inserted inside the sewer pipe.

8 **Q. YOU MENTIONED WASTEWATER METERS AS AN ALTERNATIVE**  
9 **OPTION. ARE YOU AWARE OF WASTEWATER METERS BEING USED BY**  
10 **OTHER UTILITIES?**

11 A. Yes. A non-exhaustive review of sewer tariffs from around the country has identified  
12 several utilities that allow for the use of wastewater meters for billing rather than using  
13 estimated usage or billings based on EDUs.

14 Gaines Charter Township, located in Michigan, has the following provision in  
15 their Schedule of Rates and Charges: “For an Industrial or Commercial Customer with a  
16 sewage meter (e.g., the Kent County Landfill located in Byron Township), the Sewer Use  
17 Fee shall be billed based upon the actual metered flow of Sewage discharged to the  
18 Sewer System.”<sup>4</sup>

19 The City of Kalamazoo, Michigan also allows for the direct metering of  
20 wastewater flow. Their current city code provides that “Any user of the wastewater  
21 system may elect to rearrange his water supply pipes and metering, for the purpose of

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<sup>3</sup> See <https://byjus.com/physics/faradays-law/>.

<sup>4</sup> Charter Township of Gaines, County of Kent, Michigan, AN ORDINANCE TO ADMINISTER, REGULATE AND PROVIDE FOR THE CONNECTION TO AND USE OF THE PUBLIC WATER AND SEWER SYSTEMS; TO REGULATE THE USE OF PRIVATE WELLS AND PRIVATE SEWAGE DISPOSAL; TO PROHIBIT CROSS CONNECTIONS TO THE WATER SYSTEM; TO PROVIDE FOR THE SETTING AND COLLECTION OF RATES AND CHARGES FOR THE USE OF THE WATER AND SEWER SYSTEMS; AND TO PROVIDE PENALTIES FOR ORDINANCE VIOLATIONS, Section 1612.e.

1 eliminating from the total water consumption applicable to wastewater charges the water  
2 not running to the sanitary sewers, or he may elect to establish metering facilities  
3 registering the discharge from his premises to the sanitary sewers. All such arrangements  
4 shall be made subject to the approval of the Director, and the expense thereof, including  
5 installation, maintenance, and operation, shall be borne by the user.”<sup>5</sup>

6 The City of Mishawaka, Indiana, has a provision in their rates to allow for direct  
7 metering of wastewater discharge. The provision says, “The city reserves the right to bill  
8 residential, commercial and industrial users for their wastewater discharge on the basis of  
9 their actual wastewater flow volumes, as opposed to sewage rates based on water  
10 usage.”<sup>6</sup>

11 The last example that I will present is from the City of Tacoma, Washington.  
12 While the City of Tacoma generally bases the billings for wastewater on the metered  
13 water service, they do allow for some exceptions. Research indicates that there are about  
14 two dozen commercial or industrial customers that have their rates calculated based on  
15 sampling and metering of each business.<sup>7</sup>

16 **Q. HAS THE COMMISSION RECOGNIZED THE POTENTIAL TO USE**  
17 **WASTEWATER METERS TO CALCULATE ACTUAL USAGE FOR BILLING**  
18 **PURPOSES?**

19 A. Yes. The Commission’s sample wastewater tariff recognizes that metered rates can be  
20 charged based on the metered volume of wastewater discharged at a property into the

---

<sup>5</sup> City of Kalamazoo, MI Code §28-72.

<sup>6</sup> City of Mishawaka, PART I – CODE OF ORDINANCES, CHAPTER 62, SECTION 62.181, City’s right to determine billing method.

<sup>7</sup> See [https://www.cityoftacoma.org/government/city\\_departments/environmentalservices/rates/wastewater\\_rates](https://www.cityoftacoma.org/government/city_departments/environmentalservices/rates/wastewater_rates)

1 wastewater system.<sup>8</sup> Mr. Lacey has noted in his testimony that the Commission allows  
2 for both water-based and sewage-based metering in Aqua’s tariff.

3 **Q. CAN WASTEWATER USAGE BE BILLED BASED ON METERED WATER**  
4 **CONSUMPTION?**

5 A. Yes. Even though the common practice of basing sewer charges on metered water  
6 consumption is a more accurate means of determining sewage usage than calculating  
7 EDU’s, it is still just another form of estimating sewer usage. This is because not all the  
8 water going through the water meter ends up going into the sewer system. Depending on  
9 the facility, some of it can be used for drinking while some of it can be used for cooking  
10 or other domestic purposes.

11 **III. ANALYSIS OF ACTUAL WASTEWATER USAGE BY SCH USA**

12 **Q. HAVE YOU COMPLETED AN ANALYSIS OF THE CORRECT EDUS THAT**  
13 **SHOULD BE ASSIGNED TO SCH USA FACILITIES?**

14 I have done an analysis of two of the four accounts SCH receives from Aqua. The  
15 analysis was performed for Account 0026322581138095 and Account  
16 0026322581138096. These accounts are identified as Willowbrook at Lake Harmony  
17 and The Galleria and Waterpark respectively in the previously identified settlement  
18 agreement.

19 **Q. WHY DID YOU LIMIT YOUR ANALYSIS TO THESE TWO ACCOUNTS?**

20 A. The two accounts identified contain an assortment of clearly defined facilities that allow  
21 me to accurately determine the EDUs when using Aqua’s tariff. For example, the  
22 Willowbrook at Lake Harmony is simply a hotel with rooms and no other amenities. The

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<sup>8</sup> See [https://www.puc.pa.gov/documents/utility-files/346/Sam\\_Tariff\\_Wastewtr.pdf](https://www.puc.pa.gov/documents/utility-files/346/Sam_Tariff_Wastewtr.pdf) at Page No. 8.

1 Galleria and Waterpark are a collection of hotel rooms, restaurants, and other facilities  
2 that are easily quantified and analyzed using the provisions of the Aqua tariff.

3 **Q. PLEASE DESCRIBE YOUR ANALYSIS.**

4 A. I used the formula and wastewater flows contained in Pennsylvania Department of  
5 Environmental Protection regulation at 25 Pa. Code § 73.17 that is detailed in the Aqua  
6 tariff pertaining to the facilities that are associated with the two SCH USA accounts  
7 identified above and converted that information into EDUs. The analysis and results are  
8 shown in Exhibit RTC-2.

9 **Q. WHAT DID YOUR ANALYSIS CONCLUDE?**

10 A. My analysis concluded that by using the Aqua tariff, the calculated EDUs for  
11 Willowbrook at Lake Harmony are 64, not the 128 being billed by Aqua. My analysis  
12 further shows that the EDUs for the account pertaining to The Galleria and Waterpark  
13 should be 85.2, not the 145 being billed by Aqua.

14 **Q. TO ILLUSTRATE HOW THE CALCULATIONS IN YOUR ANALYSIS WORK,**  
15 **CAN YOU DESCRIBE HOW YOU ARRIVED AT THE RESULTS FOR**  
16 **WILLOWBROOK AT LAKE HARMONY?**

17 A. Yes. Willowbrook at Lake Harmony consists of 256 hotel rooms. The Department of  
18 Environmental Protection regulation at 25 Pa. Code § 73.17 identifies that each hotel  
19 room is estimated to produce 100 gallons of wastewater per day. It also identifies that the  
20 average wastewater flow for a single-family residence is estimated at 400 gallons per day.  
21 The conversion into EDUs requires that you take the estimated flow for all the hotel  
22 rooms and divide that value by 400 gallons per day for the single-family residence. The  
23 value of 64 EDUs is arrived at by using the following formula:  $(256 \times 100) \div 400 = 64$ .

1 **Q. DO YOU HAVE ANY RECOMMENDATIONS?**

2 A. I would recommend that in the short term, Aqua should be required to re-evaluate the  
3 EDUs for each of the SCH USA billing accounts to assure that they are calculated  
4 correctly, per the Aqua tariff.

5 In the long-term, the Commission should require Aqua to bill SCH USA based on  
6 actual usage by installing meters to measure actual wastewater or water usage, as outlined  
7 in Mr. Padilla’s testimony.

8 **IV. CONCLUSION**

9 **Q. DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

10 A. Yes.

# Appendix A

(Resume of Ronald Carrier)

## Ronald Carrier

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Holt, MI • [linkedin.com/in/rtdcarrier1982](https://www.linkedin.com/in/rtdcarrier1982) • 517-525-3871 • [ronald.carrier@att.net](mailto:ronald.carrier@att.net)

### ENERGY REGULATORY AFFAIRS EXECUTIVE

Top performing, successful and driven professional with extensive experience in wholesale and retail energy markets. Expertise in RTO/ISO stakeholder processes, market design, tariff interpretation and advocacy. Proven track record in identifying risks and opportunities for the business at both the wholesale and retail levels. Core competencies include:

Leadership • Team Building • Strategic Planning • Presentations • Communication • Negotiations

### EXPERIENCE

---

#### **Big Lake Consulting Group, LLC, Holt, MI**

**President, April 2021 to Present**

Provide policy and market related consulting service to wholesale energy companies, advanced energy management companies and renewable energy project developers.

#### **Direct Energy, Houston, TX**

**June 2008 – April**

**2021**

**Director of Wholesale and FERC Policy, September 2019 – April 2021**

Led the team of regulatory affairs professionals responsible for the PJM, New York ISO, MISO, ISO-New England and ERCOT Regional Transmission Organizations and developed Direct Energy's wholesale electric advocacy positions at the Federal Energy Regulatory Commission.

- Coordinated intervention at FERC that resulted in a \$5 million reduction in PJM fees assessed to Direct Energy.
- Negotiated a settlement with a utility that resulted in a \$3.1 million payment to Direct Energy.
- Provided expert opinion to Wholesale Trading Team that allowed them to develop a capacity purchase strategy to meet unique regulatory requirements in certain MISO states.

**Director of Government and Regulatory Affairs, June 2008 – September 2019**

Managed advocacy positions of Direct Energy at ISO-New England and MISO as well as providing lobbying support for the Michigan and Illinois markets served by Direct Energy.

- Developed Direct Energy's regulatory strategy in NEPOOL, and MISO markets and advocated for the company's interests in the NEPOOL and MISO stakeholder process.
- Provided regular communication and analysis to Direct Energy's trading desk, generation management group, demand response team, and credit team related to proposed changes to ISO-NE and MISO rules.
- Delivered routine updates on the NEPOOL and MISO markets to Direct Energy's sales team.
- Supported the Michigan regulatory and legislative team by attending lobbying meetings and educating legislators.

#### **Strategic Energy, Pittsburgh, Pa**

**Director of Wholesale Market Development, September 2006 – June 2008**

Directed the wholesale electric policy activities for the Company, managing interactions at New York ISO, PJM, MISO and New England ISO as well as FERC.

- Led Federal Energy Regulatory activities for, intervening in MISO/PJM SECA case, resulting in over \$6 million being reimbursed to Strategic Energy.
- Provided support to the trading desk on RTO market rule changes.
- Managed Strategic Energy's legislative and regulatory efforts in Michigan.

## **OTHER RELEVANT EXPERIENCE**

---

**Strategic Energy**, Pittsburgh, PA - Manager, Regulatory and Legislative Affairs

**Consumers Energy Company**, Jackson, MI - Customer Choice Program Manager, Director, Wholesale Power Sales, Director, Competitive Analysis and Planning, Regional Sales Director

## **OTHER PROFESSIONAL ACTIVITIES**

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**Treasurer and Trustee of Energy Michigan**, 5/13 to Present

**Joint Nominating Representative of the NEPOOL Supplier Sector**, 1/17 – 3/20

## **EDUCATION**

---

**Master of Business Administration** - Central Michigan University

**Bachelor of Science: Mechanical Engineering** - University of Michigan

# Appendix B

(List of Previous Testimony)

**Previous Testimony of Ronald Carrier**

<b>Jurisdiction</b>	<b>Case Number</b>	<b>Case Type</b>	<b>Representing</b>
Michigan Public Service Commission	U-12488	Retail Open Access Tariffs	Consumers Energy
Michigan Public Service Commission	U-13340	Recovery of Retail Open Access Implementation Costs	Consumers Energy
Michigan Public Service Commission	U-14025	Complaint Case Vs. Detroit Edison Regarding Retail Open Access Implementation	Strategic Energy, LLC
Michigan Public Service Commission	U-15245	Consumers Energy Rate Case	Energy Michigan
Pennsylvania Public Utilities Commission	R-00061346	Duquesne Light Company Retail Open Access	Strategic Energy, LLC
Pennsylvania Public Utilities Commission	C-2021-302959	Grays Ferry Cogeneration Partnership and Vicinity Energy Inc. v. Philadelphia Gas Works Complaint	Philadelphia Gas Works

# Exhibit RTC-1

(25 Pa. Code § 73.17)

**25 § 73.17**

ENVIRONMENTAL PROTECTION

Pt. I

**Authority**

The provisions of this § 73.16 amended under section 9 of the Pennsylvania Sewage Facilities Act (35 P. S. § 750.9); The Clean Streams Law (35 P. S. §§ 691.1—691.1001); and section 1920-A of The Administrative Code of 1929 (71 P. S. § 510-20).

**Source**

The provisions of this § 73.16 adopted January 21, 1983, effective January 22, 1983, 13 Pa.B. 508; amended November 7, 1997, effective November 8, 1997, 27 Pa.B. 5877; corrected November 21, 1997, 27 Pa.B. 6079. Immediately preceding text appears at serial pages (221915) to (221916) and (217317) to (217318).

**Cross References**

This section cited in 25 Pa. Code § 71.52 (relating to content requirements—new land development revisions); 25 Pa. Code § 71.63 (relating to retaining tanks); 25 Pa. Code § 72.22 (relating to permit issue); 25 Pa. Code § 73.14 (relating to site investigation); 25 Pa. Code § 73.15 (relating to percolation tests); 25 Pa. Code § 73.54 (relating to subsurface sand filters); 25 Pa. Code § 73.161 (relating to general); and 25 Pa. Code § 73.163 (relating to spray fields).

**§ 73.17. Sewage flows.**

(a) The flow figures in this subsection and subsection (b) are peak daily flows for the design of community onlot sewage systems. These flow figures are not intended to be used for the calculation of flows for the design of community sewerage systems or for the allocation of flows related to community sewerage systems. Design and permit sewage flows for a community sewerage system are to be calculated using the procedures established in the Department’s “Domestic Wastewater Facilities Manual.” The sewage flow from single family dwellings served by a community onlot sewage system or from apartments, rooming houses, hotels and motels served by an individual or community sewage system shall be determined from the following table:

<i>Type of Establishment</i>	<i>Gallons/Unit/day</i>	
<i>Residential</i>	<i>Gallons/unit</i>	<i>BOD/unit</i>
Hotels and motels	100	.30
Multiple family dwellings and apartments, including townhouses, duplexes and condominiums	400	1.13
Rooming houses (per unit)	200	.60
Single family residences	400*	.90

\*For units of 3 bedrooms or less; for each bedroom over 3, add 100 gallons.

(b) The sewage flow, which shall exclude any industrial waste, for nonresidential establishments served by an individual or community sewage system shall be determined from the following table:

<i>Type of Establishment</i>	<i>Gallons/day</i>	<i>BOD/day</i>
<i>Commercial</i>		
Airline catering (per meal served)	3	.03
Airports (per passenger—not including food)	5	.02
Airports (per employe)	10	.06
One licensed operator Beauty shops	200	—
Bus service areas not including food (per patron and employe)	5	.02
Country clubs not including food (per patron and employe)	30	.02
Drive-in theaters (not including food—per space)	10	.06
Factories and plants exclusive of industrial wastes (per employe)	35	.08
Laundries, self-service (gallons/washer)	400	2.00
Mobile home parks, independent (per space)	400	1.00
Movie theaters (not including food, per auditorium seat)	5	.03
Offices (per employe)	10	.06
Restaurants (toilet and kitchen wastes per patron)	10	.06
(Additional for bars and cocktail lounges)	2	.02
Restaurants (kitchen and toilet wastes, single-service utensils/person)	8.5	.03
Restaurants (kitchen waste only, single-service utensils/patron)	3	.01
Stores (per public toilet)	400	2.00
Warehouses (per employe)	35	—
Work or construction camps (semipermanent) with flush toilets (per employe)	50	.17
Work or construction camps (semipermanent) without flush toilets (per employe)	35	.02
<i>Institutional</i>		
Churches (per seat)	3	—
Churches (additional kitchen waste per meal served)	3	—

<i>Type of Establishment</i>	<i>Gallons/day</i>	<i>BOD/day</i>
<i>Institutional</i>		
Churches (additional with paper service per meal served)	1.5	—
Hospitals (per bed space, with laundry)	300	.20
Hospitals (per bed space, without laundry)	220	—
Institutional food service (per meal)	20	—
Institutions other than hospitals (per bed space)	125	.17
Schools, boarding (per resident)	100	.17
Schools, day (without cafeterias, gyms or showers per student and employe)	15	.04
Schools, day (with cafeterias, but no gym or showers per student and employe)	20	.08
Schools, day (with cafeterias, gym and showers per student and employe)	25	.10
<i>Recreational and Seasonal</i>		
Camps, day (no meals served)	10	.12
Camps, hunting and summer residential (night and day) with limited plumbing including water-carried toilet wastes (per person)	50	.12
Campgrounds, with individual sewer and water hookup (per space)	100	.50
Campgrounds with water hookup only and/or central comfort station which includes water-carried toilet wastes (per space)	50	.50
Fairgrounds and parks, picnic—with bathhouses, showers, and flush toilets (per person)	15	.06
Fairgrounds and parks, picnic (toilet wastes only, per person)	5	.06
Swimming pools and bathhouses (per person)	10	.06

(c) Actual water meter or sewer meter flow data indicating peak daily flows different than those shown in this section over a 1-year period for a similar non-residential establishment may be accepted for use in sizing the onlot disposal system. If average daily flows are used, the peak daily flow shall be calculated by multiplying the average daily flow by two.

# Exhibit RTC-2

(Calculations of SCH USA EDUs Using Aqua Tariff Language)

**Calculation of EDUs for:  
Willowbrook at Lake Harmony  
The Galleria and Waterpark**

**Willowbrook at Lake Harmony**

<b>Component</b>	<b>Units</b>	<b>Gallons/Day/Unit*</b>	<b>Gallons/Day</b>	<b>EDUs</b>
Hotel Rooms	256	100	25,600.00	64
			Total	64

**The Galleria and Waterpark**

<b>Component</b>	<b>Units</b>	<b>Gallons/Day/Unit*</b>	<b>Gallons/Day</b>	<b>EDUs</b>
Hotel Rooms	86	100	8,600.00	22
Restaurants (Patrons)	95	10	950.00	2
Movie Theatre (Patrons)	89	5	445.00	1
Meeting Space Toilets	18	400	7,200.00	18
Office Workers	25	10	250.00	1
Lobby Bar (Patrons)	42	2	84.00	0
Foodcourt (Patrons)	50	3	150.00	0
Foodcourt/Shopping Toilets	19	400	7,600.00	19
Waterpark Toilets	22	400	8,800.00	22
			Total	85

\*Values are contained in 25 Pa. Code § 73.17. Sewage Flows

**VERIFICATION**

I, Ronald Carrier, hereby state that: (1) I am the founding principal of Big Lake Consulting Group, LLC; (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

April 3, 2024

Dated



Ronald Carrier

Principal

Big Lake Consulting Group, LLC

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCH USA, LLC	:	
	:	Docket Nos. C-2022-3036893
v.	:	C-2022-3037118
	:	
Aqua Pennsylvania Wastewater, Inc.	:	

**DIRECT TESTIMONY**

**OF**

**FRANK LACEY**

**On Behalf of**

**SCH USA, LLC**

**Topics Addressed:**

**Application of Aqua's Tariff to SCH USA, LLC**

**April 3, 2024**

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**TABLE OF EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
Appendix A	Resume of Frank P. Lacey
Appendix B	F. Lacey List of Prior Testimony
FL-1	Release and Settlement Agreement, <i>Vacation Charters LTD., Split Rock Country Club, Inc., Summit Management &amp; Utilities, Inc., v. Kidder Township</i> , In the Court of Common Pleas of Carbon County, Pennsylvania, Docket No. CV-07-4079.
FL-2	Asset Purchase Agreement Between the Township of Kidder and Little Washington Wastewater Company d/b/a Suburban Wastewater Company, dated March 15, 2012.

1 **I. INTRODUCTION AND BACKGROUND**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Frank Lacey. My business address is 3 Traylor Drive, West Chester, PA  
4 19382.

5 **Q. WHAT IS YOUR CURRENT POSITION?**

6 A. I am the founding principal of Electric Advisors Consulting, LLC, which is a regulatory  
7 strategy consulting firm and offers services such as tariff analyses, strategic planning,  
8 procurement analysis, and regulatory support, including the provision of testimony in  
9 regulatory and judicial proceedings.

10 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

11 A. I am an independent consultant testifying on behalf of SCH USA, LLC (“SCH USA”).

12 **Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**  
13 **PROFESSIONAL EXPERIENCE.**

14 A. As a consultant, I provide policy- and market-related consulting services to advanced  
15 energy management companies and end-use customers. I have worked in regulated  
16 industries for approximately 31 years, beginning immediately after earning my graduate  
17 degree. Early in my career, I was employed as a consultant to industry participants, first  
18 by Putnam, Hayes & Bartlett, Inc. and then by Arthur Andersen Business Consulting. I  
19 have also worked for Strategic Energy, a retail electricity and natural gas services  
20 company, and Direct Energy, a retail electric and gas supplier that acquired Strategic  
21 Energy in 2008. I created Electric Advisors Consulting LLC in 2015. I hold a Bachelor  
22 of Science degree in Transportation and Logistics from the University of Maryland and a  
23 Master of Science in Industrial Administration with concentrations in finance and

1 environmental management from the Tepper School of Business at Carnegie Mellon  
2 University. My resume is provided as Appendix A.

3 **Q. HAVE YOU EVER TESTIFIED BEFORE THE PENNSYLVANIA PUBLIC**  
4 **UTILITY COMMISSION OR ANY OTHER REGULATORY AGENCY?**

5 A. Yes. I have testified before the Pennsylvania Public Utility Commission (“Commission”  
6 or “PA PUC”) on numerous occasions. In addition to Pennsylvania, I have provided  
7 expert testimony before the utility commissions in New York, Ohio, Maryland, New  
8 Jersey, Massachusetts, Illinois, Delaware, Rhode Island, Virginia, Utah and California. I  
9 have also testified numerous times before state legislatures, and twice as a technical  
10 conference witness at the Federal Energy Regulatory Commission (“FERC”). I have also  
11 filed expert reports in judicial proceedings in the Superior Court of New Jersey in Bergen  
12 County, in the Supreme Court of the State of New York in New York County and in the  
13 U.S. District Court for the Eastern District of North Carolina. I have presented oral  
14 testimony in less formal proceedings before the Commissions in Pennsylvania, Maryland,  
15 Delaware and Texas. I have presented legislative testimony in New York, Maryland,  
16 Pennsylvania, Delaware, Connecticut, Michigan, California and Texas. I have also  
17 spoken at numerous trade shows, conferences and other industry and corporate events as  
18 an expert on regulatory issues. A detailed listing of my prior testimony is contained in  
19 Appendix B.

20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A. The purpose of my testimony is to show the several ways in which Aqua’s tariff is being  
22 implemented against SCH USA in an unjust and unreasonable manner.

1 **II. REASONABLENESS OF AQUA’S WASTEWATER BILLING METHOD AS**  
2 **APPLIED TO SCH USA**

3 **Q. HAVE YOU REVIEWED AQUA’S TARIFF AS IT APPLIES TO THE SPLIT**  
4 **ROCK RESORT?**

5 A. I have.

6 **Q. HAVE YOU REVIEWED COPIES OF THE BILLS AQUA HAS ISSUED TO SCH**  
7 **USA?**

8 A. I have.

9 **Q. DO YOU HAVE ANY CONCERNS WITH HOW AQUA IS BILLING SCH USA**  
10 **FOR WASTEWATER SERVICE?**

11 A. Yes. I have several. Most importantly, Aqua is billing SCH USA on a metric called  
12 equivalent dwelling units (“EDU”). Aqua’s calculation of EDUs at the property  
13 significantly overstates the volume of wastewater that is produced at the property in three  
14 ways. First, the analytics relied on by Aqua to calculate flows per EDU reflect twice the  
15 average daily flow from the property. Second, the number of EDUs billed to SCH USA  
16 is not reflective of the occupancy at the Split Rock Resort and has no relationship  
17 whatsoever with flows emanating from the properties. Finally, as Mr. Carrier  
18 demonstrates in his testimony, the quantity of EDUs charged by Aqua to SCH USA is in  
19 some instances, twice the amount justified under the terms of the Aqua tariff.

20 **Q. TO YOUR KNOWLEDGE, HOW WERE THE NUMBER OF EDUS**  
21 **ASSOCIATED WITH THE SPLIT ROCK RESORT ORIGINALLY**  
22 **DETERMINED?**

23 A. It is my understanding that the EDUs were determined during a litigation between a prior  
24 owner of Split Rock Resort and the Township of Kidder (“Kidder”). During the course  
25 of the proceedings, the litigants reached a Settlement Agreement<sup>1</sup> (“Settlement”) on

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<sup>1</sup> Release and Settlement Agreement, *Vacation Charters LTD., Split Rock Country Club, Inc., Summit Management & Utilities, Inc., v. Kidder Township*, In the Court of Common Pleas of Carbon County, Pennsylvania, Docket No. CV-07-4079.

1 several issues, including the number of EDUs that would be used in calculating Split  
2 Rock Resort’s wastewater charges. A copy of the Settlement is provided as Exhibit FL-1.  
3 This Settlement was agreed to, and the number of EDUs was determined before a  
4 proposed expansion at the resort was started but which was never actually built.

5 **Q. SHOULD THE SETTLEMENT AGREEMENT HAVE ANY WEIGHT ON THE**  
6 **RATES THAT ARE CURRENTLY CHARGED TO SPLIT ROCK RESORT?**

7 A. No. It should not. The referenced Settlement was adopted by the Kidder Board of  
8 Supervisors on November 18, 2010. On March 15, 2012, Little Washington Wastewater  
9 Company D/B/A Suburban Wastewater Company (“LWWC”) entered into an Asset  
10 Purchase Agreement (“APA”) with the Township of Kidder to purchase the wastewater  
11 system that is currently owned by Aqua. A copy of the APA is provided as Exhibit FL-2.  
12 Under this APA, only two paragraphs from that Settlement were transferred from Kidder  
13 to LWWC. The APA states: “LWWC shall not assume any rights or obligations of Seller  
14 under any contract, agreement, commitment, lease, certificate, permit or other instrument,  
15 whether oral, written, express or implied, except with respect to: (i) those agreements,  
16 contracts, permits and other instruments listed on Schedule 1.4 attached hereto....”

17 Schedule 1.4 of the APA states “Seller shall assign to LWWC Seller's right to  
18 collect the payments still to be made by the Plaintiff to Kidder Township under  
19 paragraphs nine and ten of that certain Release and Settlement Agreement entered by and  
20 between Vacation Charters LTD as Plaintiff and Kidder Township pursuant to the civil  
21 action filed in the Court of Common Pleas of Carbon County, Pennsylvania at Docket  
22 No. CV-07-4079....” The payments outlined in paragraphs nine and ten of the  
23 Settlement were to resolve disputed charges from the wastewater system between 2002  
24 and 2010. These payments and the related paragraphs in the Settlement have no bearing

1 on the calculation of EDUs or the billing of future wastewater flows. The plain language  
2 of this APA shows that only the repayment terms of past due amounts were passed to  
3 LWWC when they purchased Kidder’s wastewater system. The remaining terms of the  
4 Settlement are long expired. The EDU estimations from that Settlement have no weight  
5 or value.

6 **Q. DOES THE SETTLEMENT AGREEMENT PROVIDE AN ACCURATE BASIS**  
7 **FOR BILLING SCH USA FOR WASTEWATER SERVICE?**

8 A. No. The Settlement Agreement does not provide an accurate basis for billing. The  
9 settlement terms were negotiated in 2010, before a proposed expansion at the resort was  
10 started but which was never actually built. Neither water consumption nor wastewater  
11 usage at the resort has ever been metered or measured in any manner. The application of  
12 Settlement-based EDUs to Split Rock Resort might have been appropriate at some point  
13 in time, but this approach provides no relationship to the actual wastewater flow from  
14 Split Rock Resort currently. With technologies for metering readily available,  
15 wastewater outflows (or freshwater inflows) should be metered and wastewater should be  
16 billed accordingly.

17 **Q. HAVE YOU ATTEMPTED TO ESTIMATE THE WASTEWATER EMANATING**  
18 **FROM THE SPLIT ROCK RESORT?**

19 A. I have researched different methodologies for estimating water consumption and  
20 wastewater from hotels and resorts. I was not able to find a single, expert approach to  
21 estimating either water consumption or wastewater flow at a hotel or resort. I was able to  
22 find a few different methodologies that were used in various studies. The metrics that  
23 each of these methodologies had in common was that they relied on the number of rooms

1 and the occupancy rate of the hotel. Aqua’s billings to Split Rock Resort do not consider  
2 occupancy rates in any manner.

3 **Q. WHY IS OCCUPANCY IMPORTANT?**

4 A. Occupancy is one of the primary drivers of water and wastewater consumption.  
5 Occupancy rates drive direct consumption (bathing, toilets, sinks, etc.) and indirect  
6 consumption (food prep, laundry, etc.).

7 **Q. PLEASE DESCRIBE THE OCCUPANCY RATES AT THE SPLIT ROCK  
8 RESORT.**

9 A. The occupancy rate at the resort has varied from month to month under the current  
10 ownership, ranging from **BEGIN CONFIDENTIAL** [REDACTED]

11 [REDACTED]

12 [REDACTED] **END CONFIDENTIAL.**<sup>2</sup>

13 **Q. DOES AQUA’S BILLING METHOD, WHICH IS BASED ON EDUS,  
14 ACCURATELY REFLECT ACTUAL USAGE AT THE PROPERTY?**

15 A. No. The EDU-based billing method has no relevance to the actual usage at the property.  
16 Aqua points to two primary sources to defend its EDU billing. The first source is the  
17 Settlement referenced above. Wastewater usage was never calculated, or even estimated  
18 in that Settlement. Also, in adopting the Settlement, the parties noted that the  
19 Willowbrook facility consisted of 128 units (256 rooms) and that 192 more units (384  
20 rooms) were to be built at Willowbrook. That expansion would have been included in the  
21 agreed upon EDUs in the Settlement. Those additional rooms were never built. Mr.  
22 Padilla notes in his testimony that the Willowbrook facility consists of only 256 rooms.  
23 Finally, as discussed above, the settlement terms have all expired.

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<sup>2</sup> See SCH USA St. No. 1, Exhibit CP-2.

1           In pleadings in this proceeding, Aqua also references 25 Pa. Code § 73.17 in  
2 support of its billings. This section of the Pennsylvania Code is not about actual  
3 wastewater flow rates. The metrics outlined in these regulations are planning guidelines  
4 and represent the Commonwealth’s Department of Environmental Protection’s (“DEP”)  
5 definition of “peak daily flows for the design” of systems. These regulations are not  
6 related to billing or actual wastewater flows. 25 Pa. Code § 73.17(c) states that actual  
7 water meter or sewer meter flow could be used in the design of sewage system.  
8 However, it further states that “If average daily flows are used, the peak daily flow shall  
9 be calculated by multiplying the average daily flow by two.” In other words, it appears  
10 that the DEP regulations require that sewage systems should be designed for two times  
11 the size of average daily flow into the system. Aqua appears to be billing SCH based on  
12 that 2x the average daily flow premise.

13           The clarification that this regulation was for planning and design purposes was  
14 added in 1997. In the rulemaking process then, a “commentator suggested that the  
15 section be clarified to make it clear that the flows outlined in § 73.17 are to be used  
16 strictly for the design of onlot systems....” The regulators response to this comment was  
17 that the “Board agrees and appropriate clarifying language has been inserted as a lead-in  
18 to this section as well as the text of subsection (a).”<sup>3</sup> The planning language in the  
19 regulation was very deliberate and it makes no estimation of actual flows or billing  
20 parameters.

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<sup>3</sup> 27 Pa.B. 5890 (emphasis added).

1 **Q. HOW DOES AQUA’S TARIFF UTILIZE 25 PA. CODE § 73.17?**

2 A. Aqua’s tariff defines an EDU as “a measure based upon the estimated average daily  
3 wastewater flow for the type of business, as calculated by the Pennsylvania Department  
4 of Environmental Protection regulation at 25 Pa. Code § 73.17 divided by the typical  
5 estimated average daily wastewater flow from a current single-family unit.”<sup>4</sup> Despite  
6 what the tariff says, 25 Pa. Code § 73.17 does not detail estimated average daily  
7 wastewater flow. As noted above, the flow figures in this section of the Pa. Code are two  
8 times the magnitude of the average daily flow and they are design and planning  
9 requirements, not usage numbers.

10 **Q. IN THE EVENT THAT THE SPLIT ROCK RESORT REACHES FULL**  
11 **OCCUPANCY, WOULD THIS AFFECT THE ABILITY OF AQUA’S**  
12 **WASTEWATER SYSTEM TO HANDLE THE WASTEWATER FLOW FROM**  
13 **THE RESORT?**

14 A. The regulations cited by Aqua were last modified in 1997. The Split Rock Resort was  
15 built after those regulations were implemented. Presumably, then, the wastewater system  
16 should have been designed to handle two times the expected wastewater flow from the  
17 resort. At the time the Settlement was entered into, expected wastewater flow also  
18 included the portions of the resort that were planned for, but not yet built (such as the 192  
19 additional units at Willowbrook, which were never built). For planning purposes, the  
20 wastewater system was likely designed to consider at least some occurrence of full  
21 occupancy at the Resort, including wastewater from the planned units. Therefore, peak  
22 occupancy should not affect the ability of the wastewater system to handle wastewater  
23 flow from the resort.

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<sup>4</sup> See Aqua Tariff, p. 25 (emphasis added).

1 **Q. HAVE YOU REVIEWED THE ANALYSIS PROVIDED BY SCH USA WITNESS**  
2 **RONALD CARRIER IN SCH USA ST. NO. 2?**

3 A. I have.

4 **Q. BASED ON YOUR REVIEW OF THE BACKGROUND MATERIALS AND MR.**  
5 **CARRIER’S ANALYSIS, WHAT DO YOU CONCLUDE?**

6 A. One of Mr. Carrier’s primary conclusions is that based on the plain language of 25 Pa.  
7 Code § 73.17, the calculated EDUs are two times as high as they should be. I agree with  
8 his assessment. I have also noted that the Settlement acknowledged an incremental 192  
9 units (384 rooms) that were going to be built at the Willowbrook site that have never  
10 been built and they would have been included in the settled amount of EDUs for the  
11 property. Additionally, the Pa. Code section relied on by Aqua in its tariff for billing  
12 purposes are design numbers, not estimated flow numbers. It is my opinion that Aqua is  
13 billing SCH USA for significantly more wastewater than the Resort is generating.

14 Mr. Carrier also identified two types of wastewater metering technologies that are  
15 available to Aqua. He also noted that in the absence of wastewater metering, water  
16 inflow metering could be used as a proxy for wastewater flows. I agree with this  
17 assessment and additionally note that Aqua’s Pennsylvania tariff allows for water  
18 metering and wastewater metering in different zones, yet according to Mr. Padilla’s  
19 testimony, Aqua has been non-responsive or uncooperative in SCH USA’s attempts to  
20 have metering equipment installed for more accurate wastewater billing.

21 My conclusion is that Aqua’s tariff, as applied to SCH USA and the properties at  
22 Split Rock Resort is unjust and unreasonable. SCH USA is being billed for an amount of  
23 wastewater that is not in any way related to the amount of wastewater generated at the  
24 property.

1 **Q. AQUA HAS STATED THAT THE PA PUC DOES NOT HAVE AUTHORITY “TO**  
2 **ENTERTAIN AND TO RESOLVE A DISPUTE REGARDING THE NUMBER OF**  
3 **EDU ALLOCATION SET FORTH IN THE ACT 537 PLAN.” HOW DO YOU**  
4 **RESPOND TO THAT?**

5 A. SCH USA’s concern is with Aqua’s tariff implementation and billing practices. SCH  
6 USA is not disputing anything related to DEP regulations. The Commission has full  
7 authority over Aqua’s tariff implementation and billing practices. The Commission has  
8 allowed Aqua to bill on an EDU basis. It is SCH USA’s position that using a fixed  
9 number of EDUs as a basis for billing the Split Rock Resort for wastewater services is  
10 unjust and unreasonable. The Commission has also allowed Aqua to bill on metered  
11 usage, including in the Rate Zone 4 tariff, which is applicable to Split Rock Resort, yet  
12 Aqua will not cooperate with SCH USA to enable metered billing. The tariff, as applied  
13 to, and implemented against, the Split Rock Resort, is unjust and unreasonable.

14 **Q. DO YOU HAVE ANY RECOMMENDATIONS?**

15 A. Aqua’s tariff allows for consumption-based billing. That billing can be calculated by  
16 measuring either water inflows or wastewater outflows. Aqua’s tariff allows for both  
17 types of billing. Based on the foregoing, I have three recommendations for the  
18 Commission. First, the Commission should order Aqua to re-calculate the EDUs billed  
19 to SCH USA in accordance with Mr. Carrier’s testimony and calculate what the bills  
20 should have been going back to the date in which SCH USA purchased the Split Rock  
21 Resort (October 2020). Second, the Commission should order Aqua to work with SCH  
22 USA to implement meters at the Split Rock Resort and migrate the wastewater billing at  
23 the Resort from EDUs to metered billing. Finally, the Commission should order Aqua,  
24 after one year of metered data is acquired, to again review its metered charges to SCH  
25 USA and correlate those charges to occupancy rates. After that analysis is completed,

1 Aqua should further adjust its prior bills to SCH USA using the metered data and  
2 associated occupancy rates at the hotel to account for actual historic occupancy at the  
3 hotel.

4 **III. CONCLUSION**

5 **Q. DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

6 A. Yes.

# Appendix A

(Resume of Frank P. Lacey)

# Frank Lacey

3 Traylor Drive  
West Chester, PA 19382  
724-413-0849

[Frank@eacpower.com](mailto:Frank@eacpower.com)

<https://www.linkedin.com/in/fplacelectricityleadership/>

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## Summary

Disciplined energy industry executive consultant and leader known for implementing innovative regulatory and business strategies empowering clients to benefit from emerging and complex regulatory policies.

## Experience

### Board of Directors

Current: Atmospheric G2 (Regulatory chair); HData (advisor).

Prior experience: Advanced Energy Management Alliance (Founding member and chairman); Smart Electric Power Alliance (f/k/a: Solar Electric Power Association) (finance); Association for Demand Response and Smart Grid (finance); Electric Power Supply Association (finance); ERCOT (finance); Retail Energy Supply Association; Kennett Square Golf and Country Club (Long-Range Planning).

### Electric Advisors Consulting, LLC

2015- Present

#### Founder and President

*Increased shareholder value of clients by more than \$400 million through regulatory channels. Identify policy priorities and advise senior leadership on strategic implications of potential changes in the electricity industry, including renewable integration, nuclear developments, storage and Electric Vehicle charging integration. Advocate for RTO/ISO market reforms to create value for clients. Apply strong analytical skills to relevant consultancy engagements including M&A strategies; government (state and federal) funding initiatives; market entry strategies, ESG implementation; FERC and state regulatory and legislative policy engagement; strategic planning; complex litigation assistance; expert testimony; and complex tariff analysis.*

### Comverge, Inc./CPower Corporation

2011- 2015

#### Senior Vice President, Regulatory and Market Strategy

*Developed and implemented corporate legislative and regulatory strategy, including new market entry plans for a \$150 million company performing demand response services. Identified revenue growth opportunities through regulatory channels adding over \$10 million in annual earnings. Developed FERC-accepted credit and risk management policies. Developed M&A opportunities including acquisition of demand response business, integration with Enerwise and ultimate spin-off of CPower.*

### Direct Energy

2006 - 2011

#### Director, Products and Complex Transactions (2008-2011)

*For a multi-billion dollar retail electric and gas company, managed Complex Transaction team consisting of four direct reports and eight operations and functional leaders. Generated over \$50 million in incremental gross margin sold. Delivered quality customer service and internal communications to enable incremental business commitments. Implemented Customer Experience team to receive customer feedback and adjust internal operations, increasing Net Promoter Scores by 22 points.*

#### Director, Government and Regulatory Affairs (2006-2008)

*Managed legislative and regulatory strategy and regulatory risk in Mid-Atlantic region of US, participating in multiple rate proceedings and regulatory initiatives, securing approximately \$100 million in value from regulatory developments. Positioned firm as leading industry voice on policy matters.*

**Starlight Energy** 2004 - 2005  
**President**

*Led the development of business plan and pro formas for venture seeking \$20 million in equity financing and other financial relationships. Secured \$100 million credit relationship and working capital financing to enable launch of retail Electricity Company. Secured FERC approval for market-based rate authority.*

**Strategic Energy** 2001- 2004  
**Director, Regulatory Affairs,**

*For a \$2 Billion retail electric and gas services firm, served on the company's Leadership team, managing a regulatory group of 15 people. Created and/or protected more than \$400 million in market opportunities through regulatory channels. Created the leading industry voice on policy issues; Led the development of regulatory strategy, advocacy campaigns, the oversight of regulatory risk and the attainment of desired regulatory results, advocating across 15 states and at FERC.*

**Arthur Andersen Business Consulting** 1998 - 2001  
**Senior Manager**

*Developed and grew Andersen's transmission restructuring business in the eastern half of US market. Achieved consulting sales in excess of \$2 million annually. Projects included complete restructuring and development of new transmission entities such as American Transmission Company and Independent Transmission Company.*

**Putnam, Hayes and Bartlett, Inc** 1995 - 1998  
**Associate Consultant**

*Associate consultant in firm's energy and environmental consulting practice with expertise in environmental asset (SO<sub>2</sub>, CO<sub>2</sub> and NO<sub>x</sub> credits) valuation.*

## Education

**Carnegie Mellon University, Tepper School of Business**  
**MSIA (MBA) with concentrations in finance, entrepreneurship, and environmental management**

*Self-designed major with supplemental coursework taken in Public Policy and Engineering Schools.*

- Entrepreneur of the Year Award, Don Jones Center for Entrepreneurship. Business plan developed for environmental emissions (SO<sub>2</sub>, NO<sub>x</sub>) trading company.
- Thomas M. Kerr Ethics in Business Award.

**University of Maryland**  
**B.S. in Transportation and Logistics**

**Programs for Life**  
Certified Leadership Development Trainer

# Appendix B

(F. Lacey List of Prior Testimony)

Prepared Direct Testimony of Frank Lacey On Behalf of Strategic Energy, LLC, before the Public Utilities Commission of the State of California in the matter of the Order Instituting Rulemaking Regarding the Implementation of the Suspension of Direct Access Pursuant to Assembly Bill 1X and Decision 01-09-060. Docket No. R. 02-01-011. June 6, 2002.

Prepared Rebuttal Testimony of Frank Lacey On Behalf of Strategic Energy, LLC before the Public Utilities Commission of the State of California in the matter of the Order Instituting Rulemaking Regarding the Implementation of the Suspension of Direct Access Pursuant to Assembly Bill 1X and Decision 01-09-060. Docket No. R. 02-01-011. June 20, 2002

Cross Examination testimony of On Behalf of Strategic Energy, LLC before the Public Utilities Commission of the State of California in the matter of the Order Instituting Rulemaking Regarding the Implementation of the Suspension of Direct Access Pursuant to Assembly Bill 1X and Decision 01-09-060. Docket No. R. 02-01-011. July 2002.

Prepared Testimony of Frank Lacey on the subject of truing up the CERS Fee On Behalf of Strategic Energy, LLC before the Public Utilities Commission Of the State Of California in the matter of the Order Instituting Rulemaking Regarding the Implementation of the Suspension of Direct Access Pursuant to Assembly Bill 1X and Decision 01-09-060. Docket No. R. 02-01-011. March 19, 2003

Prepared Direct Testimony of Frank Lacey on behalf of Strategic Energy L.L.C. before the Pennsylvania Public Utility Commission in the matter Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company, Docket Nos. R-00038092, R-00038092C0001 and R-00038092C0002. January 2003.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Strategic Energy L.L. C. Before the Pennsylvania Public Utility Commission in the matter Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company Docket Nos. R-00038092, R-00038092C0001 and R-00038092C0002. February 2003.

Prepared Supplemental Testimony of Frank Lacey on behalf of Strategic Energy L.L.C. before the Pennsylvania Public Utility Commission in the matter Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company Docket Nos. R-00038092, R-00038092C0001, R-00038092C0002. November 2003

Cross Examination testimony of Frank Lacey on behalf of Strategic Energy L.L.C. before the Pennsylvania Public Utility Commission in the matter Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company Docket Nos. R-00038092, R-00038092C0001, R-00038092C0002. July 1, 2003.

Prepared Direct Testimony of Frank Lacey submitted on behalf of Strategic Energy L.L.C. and Dominion Retail, Inc. before the Public Utilities Commission of Ohio in the matters of the *Continuation of the Rate Freeze and Extension of the Market Development Period for The Dayton Power and Light Company* Case No. 02-2779-EL-ATA and the *Application of The Dayton Power and Light Company for Certain Accounting Authority Pursuant to Section 4905.13, Ohio Revised Code* Case No. 02-2879-EL-AAM. May 19, 2003.

Prepared Supplemental Testimony of Frank Lacey submitted on behalf of Strategic Energy L.L.C. and Dominion Retail, Inc. before the Public Utilities Commission of Ohio in the matters of the *Continuation of the Rate Freeze and Extension of the Market Development Period for The Dayton Power and Light Company* Case No. 02-2779-EL-ATA and the *Application of The Dayton Power and Light Company for Certain Accounting Authority Pursuant to Section 4905.13, Ohio Revised Code* Case No. 02-2879-EL-AAM. June 12, 2003.

Deposition Testimony of Frank Lacey submitted on behalf of Strategic Energy L.L.C. and Dominion Retail, Inc. before the Public Utilities Commission of Ohio in the matters of the *Continuation of the Rate Freeze and Extension of the Market Development Period for The Dayton Power and Light Company* Case No. 02-2779-EL-ATA and the *Application of The Dayton Power and Light Company for Certain Accounting Authority Pursuant to Section 4905.13, Ohio Revised Code* Case No. 02-2879-EL-AAM. May 2003 and June 2003.

Cross Examination testimony of Frank Lacey on behalf of Strategic Energy L.L.C. and Dominion Retail, Inc. before the Public Utilities Commission of Ohio in the matters of the *Continuation of the Rate Freeze and Extension of the Market Development Period for The Dayton Power and Light Company* Case No. 02-2779-EL-ATA and the *Application of The Dayton Power and Light Company for Certain Accounting Authority Pursuant to Section 4905.13, Ohio Revised Code* Case No. 02-2879-EL-AAM. June 2003.

Oral Testimony of Frank Lacey before the Standing Committee on Energy of the New York State Assembly on the issue of Ensuring a Reliable Supply of Electricity to the People of New York, Chairman Paul D Tonko, presiding. March 6, 2003

Prepared Direct Testimony of Frank Lacey on behalf of Strategic Energy, L.L.C. before the Pennsylvania Public Utility Commission in the matter of the *Petition of Duquesne Light Company for Approval of Plan for Post-Transition Period Provider of Last Resort Service.* Docket No. P-00032071. February 2004.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Strategic Energy, L.L.C. before the Pennsylvania Public Utility Commission in the matter of the *Petition of Duquesne Light Company for Approval of Plan for Post-Transition Period Provider of Last Resort Service.* Docket No. P-00032071. February 2004.

Cross Examination testimony of Frank Lacey on behalf of Strategic Energy, L.L.C. before the Pennsylvania Public Utility Commission in the matter of the *Petition of Duquesne Light Company for Approval of Plan for Post-Transition Period Provider of Last Resort Service.* Docket No. P-00032071. April 1, 2004.

Oral Testimony of Frank Lacey at the *POLR Roundtable* before the Pennsylvania Public Utility Commission re: Optimal Future POLR Design models. May 3, 2004.

Prepared Direct Testimony of Frank Lacey on behalf of Strategic Energy, L.L.C. and Mid-American Energy Company before the Public Utilities Commission of Ohio in the matters of *The Application of the Cincinnati Gas & Electric Company to Modify its Non-Residential Generation Rates to Provide for Market-Based Standard Service Offer Pricing and to Establish a Pilot Alternative Competitively-Bid Service Rate Option Subsequent to Market Development Period,* Case No. 03-93-EL-ATA, *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Certain Costs Associated with the Midwest ISO,* Case No. 03-2079-EL-AAM, and *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Capital investment in its Electric Transmission and Distribution System and to Establish a Capital Investment Reliability Rider to be Effective After the Market Development Period,* Case Nos. 03-2080-EL-AAM and 03-2080-EL-ATA. May 6, 2003.

Deposition of Frank Lacey in the matters of *The Application of the Cincinnati Gas & Electric Company to Modify its Non-Residential Generation Rates to Provide for Market-Based Standard Service Offer Pricing and to Establish a Pilot Alternative Competitively-Bid Service Rate Option Subsequent to Market Development Period,* Case No. 03-93-EL-ATA, *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Certain Costs Associated with the Midwest ISO,* Case No. 03-2079-EL-AAM, and *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Capital investment in its Electric Transmission and Distribution System and to Establish a Capital Investment Reliability Rider to be Effective After the Market Development Period,* Case Nos. 03-2080-EL-AAM and 03-2080-EL-ATA. May 2003.

Cross Examination Testimony of Frank Lacey on behalf of Strategic Energy, L.L.C. and Mid-American Energy Company before the Public Utilities Commission of Ohio in the matters of *The Application of the Cincinnati Gas & Electric Company to Modify its Non-Residential Generation Rates to Provide for Market-Based Standard Service Offer Pricing and to Establish a Pilot Alternative Competitively-Bid Service Rate Option Subsequent to Market Development Period,* Case No. 03-93-EL-ATA, *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Certain Costs Associated with the Midwest ISO,* Case

No. 03-2079-EL-AAM, and *The Application of the Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures for Capital investment in its Electric Transmission and Distribution System and to Establish a Capital Investment Reliability Rider to be Effective After the Market Development Period*, Case Nos. 03-2080-EL-AAM and 03-2080-EL-ATA. May 18, 2003.

Oral Testimony of Frank Lacey before the Michigan Senate Committee on Technology and Energy on the subject of revision to Public Act 141, the Michigan Electricity Choice and Restructuring Act, Chairman Bruce Patterson, Presiding. May 19, 2004.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland Senate Finance Committee on Senate Bill 561 on the subject of communications between electric companies and suppliers to enhance the development of competitive electric markets, Chairman Thomas Middleton, Presiding. March 7, 2006.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland Senate Finance Committee on Senate Bills 814, 1048, 1051 and 1078 on the subject of retail electricity market design, Chairman Thomas Middleton, Presiding. March 14, 2006.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland House of Delegates Economic Matters Committee on House Bills 1334, 1654 and 1712 on the subject of retail electricity market design, Chairman Dereck Davis, Presiding. March 14, 2006.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utility Commission in the Matter of *Petition of Direct Energy Services, LLC for Emergency Order*, Docket No. P-00062205, April 11, 2006.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utility Commission in the Matter of *Policies to Mitigate Potential Electricity Price Increases*, Docket No. M-00061957, June 22, 2006.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Duquesne Light Company Base Rate Case*, Docket No. R-00061346, July 7, 2006. (Case Settled)

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Duquesne Light Company Base Rate Case*, Docket No. R-00061346, August 2, 2006. (Case Settled)

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Duquesne Light Company Base Rate Case*, Docket No. R-00061346, August 16, 2006. (Case Settled)

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of PPL Electric Utilities Corporation for Approval of Competitive Bridge Plan*, Docket No. P-00062227, November 15, 2006.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of PPL Electric Utilities Corporation for Approval of Competitive Bridge Plan*, Docket No. P-00062227, December 6, 2006.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of PPL Electric Utilities Corporation for Approval of Competitive Bridge Plan*, Docket No. P-00062227, December 15, 2006.

Oral Rejoinder Testimony and Cross-examination of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of PPL Electric Utilities Corporation for Approval of Competitive Bridge Plan*, Docket No. P-00062227, December 15, 2006.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania House of Representatives, Consumer Affairs Committee, Honorable Joseph Preston Jr., Chairman, March 15, 2007.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Duquesne Light Company for Approval of Default Service Plan for the Period January 1, 2008 through December 31, 2010*, Docket No. P-00072247, March 29, 2007. (case settled)

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Duquesne Light Company for Approval of Default Service Plan for the Period January 1, 2008 through December 31, 2010*, Docket No. P-00072247, April 12, 2007. (case settled)

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Duquesne Light Company for Approval of Default Service Plan for the Period January 1, 2008 through December 31, 2010*, Docket No. P-00072247, April 20, 2007. (case settled)

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Pike County Light & Power Company for Expedited Approval of its Default Service Implementation Plan, Docket No. P-00072245*, March 28, 2007.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Pike County Light & Power Company for Expedited Approval of its Default Service Implementation Plan, Docket No. P-00072245*, April 11, 2007.

Oral Surrebuttal Testimony and Cross-examination Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania Public Utilities Commission in the Matter of *Petition of Pike County Light & Power Company for Expedited Approval of its Default Service Implementation Plan, Docket No. P-00072245*, April 19, 2007.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Maryland Public Service Commission *In the Matter of the Commission's Investigation of Investor-owned Electric Companies' Standard Offer Service for Residential and Small Commercial Customers in Maryland*, Case No. 9117, September 14, 2007.

Prepared Reply Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Maryland Public Service Commission *In the Matter of the Commission's Investigation of Investor-owned Electric Companies' Standard Offer Service for Residential and Small Commercial Customers in Maryland*, Case No. 9117, September 28, 2007.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Maryland Public Service Commission *In the Matter of the Commission's Investigation of Investor-owned Electric Companies' Standard Offer Service for Residential and Small Commercial Customers in Maryland*, Case No. 9117, October 2007.

Oral Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Pennsylvania House of Representatives Republican Policy Committee, Honorable Michael Turzai, Chairman, March 17, 2008.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of West Penn Power Company dba Allegheny Power for Approval of its Retail Electric Default Service Program and Competitive Procurement Plan for Service at the Conclusion of the Restructuring Transition Period, Docket No. P-00072342*, February 12, 2008.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of West Penn Power Company dba Allegheny Power for Approval of its Retail Electric Default Service Program and Competitive Procurement Plan for Service at the Conclusion of the Restructuring Transition Period*, Docket No. P-00072342, March 11, 2008.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of West Penn Power Company dba Allegheny Power for Approval of its Retail Electric Default Service Program and Competitive Procurement Plan for Service at the Conclusion of the Restructuring Transition Period*, Docket No. P-00072342, March 25, 2008.

Oral Cross-examination Testimony of Frank Lacey on behalf of Direct Energy Services, LLC and the Retail Energy Supply Association before the Pennsylvania Public Utilities Commission in the Matter of *Petition of West Penn Power Company dba Allegheny Power for Approval of its Retail Electric Default Service Program and Competitive Procurement Plan for Service at the Conclusion of the Restructuring Transition Period*, Docket No. P-00072342, April 2, 2008.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Pennsylvania Public Utility Commission in the matter of the *Joint Application of West Penn Power Company d/b/a Allegheny Power, Trans-Allegheny Interstate Line Company and FirstEnergy Corp. for a Certificate of Public Convenience under Section 1102(a)(3) of the Public Utility Code approving a change of control of West Penn Power Company And Trans-Allegheny Interstate Line Company*, Docket Nos. A-2010-2176520 and A-2010-2176732, August 17, 2010

Prepared Sur-Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Pennsylvania Public Utility Commission in the matter of the *Joint Application of West Penn Power Company d/b/a Allegheny Power, Trans-Allegheny Interstate Line Company and FirstEnergy Corp. for a Certificate of Public Convenience under Section 1102(a)(3) of the Public Utility Code approving a change of control of West Penn Power Company And Trans-Allegheny Interstate Line Company*, Docket Nos. A-2010-2176520 and A-2010-2176732, October 1, 2010.

Oral Cross-examination Testimony of Frank Lacey on behalf of Direct Energy Services, LLC, before the Pennsylvania Public Utility Commission in the matter of the *Joint Application of West Penn Power Company d/b/a Allegheny Power, Trans-Allegheny Interstate Line Company and FirstEnergy Corp. for a Certificate of Public Convenience under Section 1102(a)(3) of the Public Utility Code*

approving a change of control of West Penn Power Company And Trans-Allegheny Interstate Line Company, Docket Nos. A-2010-2176520 and A-2010-2176732, October 5, 2010.

Oral Testimony of Frank Lacey on behalf of Comverge, Inc. at FERC Technical Conference in the Matter of PJM Interconnection, L.L.C., Docket No. ER11-3322-000, July 29, 2011, discussing the topic of appropriate methodologies to estimate load reductions during a demand response curtailment event.

Prepared Direct Testimony of Frank Lacey on behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Commonwealth Edison Company Petition for Statutory Approval of Smart Grid Advanced Metering Infrastructure Deployment Plan Pursuant to Section 16-108.6 of the Public Utilities Act, Docket No. 12-0298, May 11, 2012.

Oral Cross-examination Testimony of Frank Lacey on behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Commonwealth Edison Company Petition for Statutory Approval of Smart Grid Advanced Metering Infrastructure Deployment Plan Pursuant to Section 16-108.6 of the Public Utilities Act, Docket No. 12-0298, May 23, 2012.

Prepared Direct Testimony of Frank Lacey On Behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Ameren Illinois Company Petition for Statutory Approval of a Smart Grid Advanced Metering Infrastructure Deployment Plan Pursuant to Section 16-108.6 of the Public Utilities Act, Docket No. 12-0244 on rehearing, August 24, 2012.

Oral Cross-examination Testimony of Frank Lacey On Behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Ameren Illinois Company Petition for Statutory Approval of a Smart Grid Advanced Metering Infrastructure Deployment Plan Pursuant to Section 16-108.6 of the Public Utilities Act, Docket No. 12-0244 on rehearing, September 20, 2012.

Prepared Direct Testimony of Frank Lacey on Behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Commonwealth Edison Company's Petition for Approval of Tariffs Implementing ComEd's Proposed Peak Time Rebate Program, Docket No. 12-0484, October 25, 2012.

Oral Cross-examination Testimony of Frank Lacey on Behalf of Comverge, Inc., before the Illinois Commerce Commission in the matter of Commonwealth Edison Company's Petition for Approval of Tariffs Implementing ComEd's Proposed Peak Time Rebate Program, Docket No. 12-0484, December 7, 2012.

Prepared Direct Testimony of Frank Lacey on Behalf of Comverge, Inc., before the Maryland Public Service Commission in the matter of The Investigation of the Process and Criteria for Use in Development

of Requests for Proposal by the Maryland Investor-Owned Utilities for New Generation to Alleviate Potential Short-Term Reliability Problems in the State of Maryland, Case No. 9149, January 31, 2013.

Prepared Supplemental Direct Testimony of Frank Lacey on Behalf of Comverge, Inc., before the Maryland Public Service Commission in the matter of The Investigation of the Process and Criteria for Use in Development of Requests for Proposal by the Maryland Investor-Owned Utilities for New Generation to Alleviate Potential Short-Term Reliability Problems in the State of Maryland, Case No. 9149, February 25, 2013.

Prepared Direct Testimony of Frank Lacey on Behalf of Comverge, Inc., before the Illinois Interstate Commerce Commission in the matter of Ameren Illinois Company, d/b/a Ameren Illinois, Peak Time Rebate Program, Docket No. 13-0105, May 30, 2013.

Oral Testimony of Frank Lacey on behalf of Comverge, Inc. at FERC Technical Conference in the Matter of PJM Interconnection, L.L.C., Docket No. ER13-2108-000, October 11, 2013, discussing the appropriate information requirements for demand response offers made three years prior to a delivery year.

Oral Testimony and Cross Examination of Frank Lacey on behalf of Comverge, Inc, before the Utah Public Service Commission, In the Matter of Rocky Mountain Power for Approval to Cancel Schedule 194, Docket No. 13-035-136, September 12, 2013.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy before the Massachusetts Department of Public Utilities in the Investigation as to the Propriety of Proposed Tariff Change in response to the Petition of Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid, Docket Number DPU 15-155, March 18, 2016.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy before the Massachusetts Department of Public Utilities in the Investigation as to the Propriety of Proposed Tariff Change in response to the Petition of Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid, Docket Number DPU 15-155, April 28, 2016.

Oral Cross-examination Testimony of Frank Lacey on behalf of Direct Energy before the Massachusetts Department of Public Utilities in the Investigation as to the Propriety of Proposed Tariff Change in response to the Petition of Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid, Docket Number DPU 15-155, May 18, 2016.

Expert Rebuttal Report and Damage Summary of Frank Lacey, Response to the Review Submitted by Nathan Katzenstein, prepared on behalf of Astral Energy in the matter of Treetop Development, et

*al. v. Astral Energy, et al.*, Docket #: BER-L-9414-13, Superior Court of New Jersey, Bergen County, December 9, 2016.

Expert Reply (Sur-rebuttal) of Frank Lacey, Reply to the Response Submitted by Nathan Katzenstein, prepared on behalf of Astral Energy in the matter of *Treetop Development, et al. v. Astral Energy, et al.*, Docket #: BER-L-9414-13, Superior Court of New Jersey, Bergen County, April 28, 2017.

Deposition of Frank Lacey on the topic of his Expert Rebuttal Report and Damage Summary prepared on behalf of Astral Energy in the matter of *Treetop Development, et al. v. Astral Energy, et al.*, Docket #: BER-L-9414-13, Superior Court of New Jersey, Bergen County, May 17, 2017.

Oral Testimony and Cross-examination Testimony on behalf of Astral Energy in the matter of *Treetop Development, et al. v. Astral Energy, et al.*, Docket #: BER-L-9414-13, Superior Court of New Jersey, Bergen County, June 5, 2017.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Clearview Energy before the Pennsylvania Public Utilities Commission in *Pennsylvania PUC v. Clearview Electric, Inc.*, Docket No. C-2016-2543592, January 9, 2017.

Prepared Direct Testimony of Frank Lacey on behalf of the Cape Light Compact before the Massachusetts Department of Public Utilities in the *Petition of NSTAR Electric Company and Western Massachusetts Electric Company d/b/a Eversource Energy for Approval of their Grid Modernization Plans*, Docket No. D.P.U. 15-122/123, March 10, 2017.

Oral Cross-examination Testimony of Frank Lacey (as part of the Cape Light Compact Panel of Witnesses) before the Massachusetts Department of Public Utilities in the *Petition of NSTAR Electric Company and Western Massachusetts Electric Company d/b/a Eversource Energy for Approval of their Grid Modernization Plans*, Docket No. D.P.U. 15-122/123, May 31, 2017.

Prepared Direct Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the Massachusetts Department of Public Utilities in the *Petition of NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy for Approval of an Increase in Base Distribution Rates for Electric Service Pursuant to G.L. C. 164, § 94 and 220 C.M.R. § 5.00*, Docket No. D.P.U. 17-05, April 28, 2017.

Oral Cross-examination Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the Massachusetts Department of Public Utilities in the *Petition of NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy for Approval of an Increase in Base Distribution*

Rates for Electric Service Pursuant to G.L. C. 164, § 94 and 220 C.M.R. § 5.00, Docket No. D.P.U. 17-05, June 27, 2017.

Prepared Direct Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the New York Public Service Commission in the Matter of Eligibility Criteria for Energy Service Companies, Case No. 15-M-0127, in the Proceeding on the Motion of the Commission to Assess Certain Aspects of the Residential and Small Non-Residential Retail Energy Markets in New York State, Case No. 12-M-0476, and in the Matter of Retail Access Business Rules, Case No. 98-M-1343, September 15, 2017.

Prepared Rebuttal Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the New York Public Service Commission in the Matter of Eligibility Criteria for Energy Service Companies, Case No. 15-M-0127, in the Proceeding on the Motion of the Commission to Assess Certain Aspects of the Residential and Small Non-Residential Retail Energy Markets in New York State, Case No. 12-M-0476, and in the Matter of Retail Access Business Rules, Case No. 98-M-1343, October 27, 2017.

Oral Cross-examination Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the New York Public Service Commission in the Matter of Eligibility Criteria for Energy Service Companies, Case No. 15-M-0127, in the Proceeding on the Motion of the Commission to Assess Certain Aspects of the Residential and Small Non-Residential Retail Energy Markets in New York State, Case No. 12-M-0476, and in the Matter of Retail Access Business Rules, Case No. 98-M-1343, November, 2017.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services and its Affiliates before the Virginia State Commerce Commission in the Application of Virginia Electric and Power Company for Approval of 100% Renewable Energy Tariffs Pursuant to Subsection 56-577 A 5 and 56-234 of the Code of Virginia, Docket No. PUR-2017-00060, August 23, 2017.

Oral Surrebuttal and Cross-examination Testimony of Frank Lacey on behalf of Direct Energy Services and its Affiliates before the Virginia State Commerce Commission in the Application of Virginia Electric and Power Company for Approval of 100% Renewable Energy Tariffs Pursuant to Subsection 56-577 A 5 and 56-234 of the Code of Virginia, Docket No. PUR-2017-00060, December 4, 2017.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy and its affiliates before the Commonwealth of Virginia State Corporate Commission in the Application of Virginia Electric and Power Company for Approval of 100 Percent Renewable Energy Tariffs for Residential and Non-residential Customers Pursuant to SS 56-577 A 5 and 56-234 of the Code of Virginia, Case No. PUR-2017-00157, April 17, 2018

Oral Direct and Cross-examination Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the Public Service Commission of the State of Delaware, *In the Matter of the Review of Customer Choice in the State of Delaware*, Docket No. 15-1693, April 19, 2018.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy and Direct Energy Solar before the Rhode Island Public Utilities Commission in the matter of *The Narragansett Electric Co. d/b/a National Grid's Proposed Power Sector Transformation (PST) Vision and Implementation Plan*, Docket No. 4780, April 25, 2018, (Case Settled).

Oral Testimony on behalf of the Advanced Energy Management Alliance before the Pennsylvania Public Utilities Commission *En Banc Hearing for Supplier Consolidated Billing*, Docket No. M-2018-2645254, June 14, 2018.

Prepared Supplemental Direct Testimony of Frank Lacey on behalf of Direct Energy and its affiliates before the Commonwealth of Virginia State Corporate Commission in the *Application of Virginia Electric and Power Company for Approval of 100 Percent Renewable Energy Tariffs for Residential and Non-residential Customers Pursuant to SS 56-577 A 5 and 56-234 of the Code of Virginia*, Case No. PUR-2017-00157, June 19, 2018.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy and its affiliates before the New Jersey Board of Public Utilities, *In the Matter of the Petition of Public Service Electric and Gas Company for Approval of an Increase in Electric and Gas Rates and for Changes in the Tariffs for Electric and Gas Service, B.P.U.N.J. No. 16 Electric and B.P.U.N.J. No. 16 Gas, and for Changes in Depreciation Rates, Pursuant to N.J.S.A. 48:2-18, N.J.S.A. 48:2-21 and N.J.S.A. 48:2-21.1, and for Other Appropriate Relief*, BPU Docket Nos. ER18010029 and GR18010030, OAL Docket No. PUC 01151-18, August 6, 2018, (Case Settled).

Oral Testimony and Cross Examination of Frank Lacey (as part of Direct Energy Panel) before the Rhode Island Public Utilities Commission in the matter of *The Narragansett Electric Co. d/b/a National Grid's 2018 Standard Offer Service (SOS) Procurement Plan and 2018 Renewable Energy Standard (RES) Procurement Plan*, Docket No. 4692, August 27, 2018.

Oral surrebuttal testimony and cross examination of Frank Lacey on behalf of Direct Energy and its affiliates before the Commonwealth of Virginia State Corporate Commission in the *Application of Virginia Electric and Power Company for Approval of 100 Percent Renewable Energy Tariffs for Residential and Non-residential Customers Pursuant to SS 56-577 A 5 and 56-234 of the Code of Virginia*, Case No. PUR-2017-00157, September 18, 2018.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy *In the Matter of the Long-Term Forecast Report of Ohio Power Company and Related Matters; In the Matter of the Application Seeking Approval of Ohio Power Company's Proposal to Enter Into Renewable Energy Purchase Agreements for Inclusion in the Renewable Generation Rider; In the Matter of the Application of Ohio Power Company to Amend its Tariffs*, Case Nos. 18-501-EL-FOR; 18-1392-EL-RDR and 18-1393-EL-ATA, January 2, 2019.

Oral rebuttal testimony and cross-examination of Frank Lacey on behalf of Direct Energy *In the Matter of the Long-Term Forecast Report of Ohio Power Company and Related Matters; In the Matter of the Application Seeking Approval of Ohio Power Company's Proposal to Enter Into Renewable Energy Purchase Agreements for Inclusion in the Renewable Generation Rider; In the Matter of the Application of Ohio Power Company to Amend its Tariffs*, Case Nos. 18-501-EL-FOR; 18-1392-EL-RDR and 18-1393-EL-ATA, January 23, 2019.

Oral Testimony of Frank Lacey On behalf of Direct Energy and its Affiliate Companies in Opposition to Senate Bill 716, Before the Maryland Senate Finance Committee, Honorable Delores Kelley, Chair, March 5, 2019.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy Services and Direct Energy Business before the Virginia State Corporation Commission in the *Application of Virginia Electric and Power Company for Approval to Establish Rate Schedule, Designated Rate Schedule MBR, Pursuant to §§ 56-234 A of the Code of Virginia*, Case No. PUR-2018-00192, June 13, 2019.

Oral surrebuttal testimony and cross examination of Frank Lacey on behalf of Direct Energy Services and Direct Energy Business before the Virginia State Corporation Commission in the *Application of Virginia Electric and Power Company for Approval to Establish Rate Schedule, Designated Rate Schedule MBR, Pursuant to §§ 56-234 A of the Code of Virginia*, Case No. PUR-2018-00192, July 26, 2019.

Oral direct testimony and cross examination of Frank Lacey on behalf of Direct Energy Business before the Virginia State Corporation Commission on the *Motion of Direct Energy Business for Temporary Injunctive Relief and Request for Expedited Action*, Case No. PUR-2019-00117, August 7, 2019.

Oral direct testimony and cross examination of Frank Lacey on behalf of Direct Energy Business before the Virginia State Corporation Commission in the joint hearing in the *Petition of Virginia Electric and Power Company for a Declaratory Judgement* against Direct Energy and the *Petition of Virginia Electric and Power Company for a Declaratory Judgement* against Calpine Energy Solutions, Case Nos. PUR-2019-00117 and PUR-2019-00118, August 20, 2019.

Prepared Direct Testimony of Frank Lacey on behalf of the Energy Supplier Coalition before the Maryland Public Service Commission in the *Application of Baltimore Gas & Electric Company to Adjust Electric and Gas Base Rates*, Case No. 9610, September 10, 2019.

Prepared Rebuttal Testimony of Frank Lacey on behalf of the Energy Supplier Coalition before the Maryland Public Service Commission in the *Application of Baltimore Gas & Electric Company to Adjust Electric and Gas Base Rates*, Case No. 9610, October 4, 2019.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy before the Virginia State Corporate Commission in *the Application of Virginia Electric and Power Company For Approval of a 100 Percent Renewable Energy Tariff, Designated Rider TRG, Pursuant to 56-577 A 5 and 56-234 of the Code of Virginia*, Case No. PUR-2019-00094, October 17, 2019.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of the Energy Supplier Coalition before the Maryland Public Service Commission in the *Application of Baltimore Gas & Electric Company to Adjust Electric and Gas Base Rates*, Case No. 9610, October 22, 2019.

Prepared Rejoinder Testimony of Frank Lacey on behalf of the Energy Supplier Coalition before the Maryland Public Service Commission in the *Application of Baltimore Gas & Electric Company to Adjust Electric and Gas Base Rates*, Case No. 9610, November 8, 2019.

Oral testimony and cross-examination of Frank Lacey on behalf of the Energy Supplier Coalition before the Maryland Public Service Commission in the *Application of Baltimore Gas & Electric Company to Adjust Electric and Gas Base Rates*, Case No. 9610, November 14, 2019.

Oral Rebuttal Testimony of Frank Lacey on behalf of Direct Energy before the Virginia State Corporate Commission in *the Application of Virginia Electric and Power Company For Approval of a 100 Percent Renewable Energy Tariff, Designated Rider TRG, Pursuant to 56-577 A 5 and 56-234 of the Code of Virginia*, Case No. PUR-2019-00094, November 21, 2019.

Affidavit of Frank Lacey in opposition to Plaintiffs' Motion for Class Certification before the Supreme Court of New York, County of New York, IAS Part 17, in *BLT Steak, LLC and BLT Fish LLC v. Liberty Power Corp., LLC, d/b/a Liberty Power New York and Liberty Power Holdings LLC*, Index No 151293/2013 (S Hagler, J.S.C.) Mot. Seq. 11, February 20, 2020.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy before the Virginia State Corporation Commission in *Commonwealth of Virginia, ex rel. State Corporation Commission Ex Parte: Allocating RPS costs to Certain Customers of Virginia Electric and*

Power Company, Case No. PUR-2020-0164 (Rider CE), February 19, 2021.

Prepared Direct Testimony of Frank Lacey on behalf of Direct Energy before the Virginia State Corporation Commission in Commonwealth of Virginia, ex rel. State Corporation Commission Ex Parte: Allocating RPS costs to Certain Customers of Virginia Electric and Power Company, Case No. PUR-2020-0164 (Rider NBC), February 19, 2021.

Oral Surrebuttal Testimony and Cross-examination of Frank Lacey on behalf of Direct Energy before the Virginia State Corporation Commission in Commonwealth of Virginia, ex rel. State Corporation Commission Ex Parte: Allocating RPS costs to Certain Customers of Virginia Electric and Power Company, Case No. PUR-2020-0164 (Rider NBC), March 29, 2021.

Oral Testimony of Frank Lacey on Behalf of NRG Energy, Inc, in Opposition to RB 6526, before the Connecticut General Assembly Energy and Technology Committee, Honorable Norman Needleman and Honorable David Arconti, Co-Chairmen, March 4, 2021.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland Public Service Commission, In the Matter of the Complaint filed by Staff of the Public Service Commission against Direct Energy Services, LLC, Case No. 9614, March 19, 2021.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland Public Service Commission, In the Matter of the Complaint filed by Staff of the Public Service Commission against Direct Energy Services, LLC, Case No. 9614, April 9, 2021.

Prepared Testimony in Support of Settlement of Frank Lacey on behalf of Direct Energy Services, LLC before the Maryland Public Service Commission, In the Matter of the Complaint filed by Staff of the Public Service Commission against Direct Energy Services, LLC, Case No. 9614, May 5, 2021.

Prepared Direct Testimony of Frank Lacey on behalf of EnergyMark LLC, Vineyard Oil and Gas Company, Mid American Natural Resources LLC, and Total Energy Resources LLC ("Gas Supplier Companies") before the Pennsylvania Public Utility Commission in EnergyMark LLC, Vineyard Oil and Gas Company, Mid American Natural Resources LLC, and Total Energy Resources LLC v. National Fuel Gas Distribution, Docket No. C-2020-3019621, March 5, 2021.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of EnergyMark LLC, Vineyard Oil and Gas Company, Mid American Natural Resources LLC, and Total Energy Resources LLC ("Gas Supplier Companies") before the Pennsylvania Public Utility Commission in EnergyMark LLC, Vineyard Oil and Gas Company, Mid

*American Natural Resources LLC, and Total Energy Resources LLC v. National Fuel Gas Distribution*, Docket No. C-2020-3019621, April 16, 2021.

Oral Testimony and Cross-examination of Frank Lacey on behalf of EnergyMark LLC, Vineyard Oil and Gas Company, Mid American Natural Resources LLC, and Total Energy Resources LLC ("Gas Supplier Companies") before the Pennsylvania Public Utility Commission in *EnergyMark LLC, Vineyard Oil and Gas Company, Mid American Natural Resources LLC, and Total Energy Resources LLC v. National Fuel Gas Distribution*, Docket No. C-2020-3019621, April 29, 2021.

Prepared Direct Testimony of Frank Lacey on behalf of IGS Energy Corporation and Direct Energy, LLC before the Public Utilities Commission of Ohio *In the Matter of the Application of Ohio Power Company for an Increase in Electric Distribution Rates, For Tariff Approval and For Approval to Change Accounting Methods*, Case Nos. 20-0585-EL-AIR, 20-0586-EL-ATA and 20-0587-EL-AAM, April 20, 2021.

Oral Testimony and Cross-examination of Frank Lacey on behalf of IGS Energy Corporation and Direct Energy, LLC before the Public Utilities Commission of Ohio *In the Matter of the Application of Ohio Power Company for an Increase in Electric Distribution Rates, For Tariff Approval and For Approval to Change Accounting Methods*, Case Nos. 20-0585-EL-AIR, 20-0586-EL-ATA and 20-0587-EL-AAM, May 18, 2021.

Direct Testimony of Frank Lacey on Behalf of The Retail Energy Supply Association and Interstate Gas Supply, Inc. before the Public Utilities Commission of Ohio *In the Matter of the Application of Duke Energy Ohio, Inc. for an Adjustment to Rider MGP Rates, Case No. 14-0375-GA-RDR* (and 17 other dockets), November 12, 2021.

Deposition of Frank Lacey on Behalf of The Retail Energy Supply Association and Interstate Gas Supply, Inc. before the Public Utilities Commission of Ohio *In the Matter of the Application of Duke Energy Ohio, Inc. for an Adjustment to Rider MGP Rates, Case No. 14-0375-GA-RDR* (and 17 other dockets), November 15, 2021.

Oral Testimony and Cross-examination of Frank Lacey on Behalf of The Retail Energy Supply Association and Interstate Gas Supply, Inc. before the Public Utilities Commission of Ohio *In the Matter of the Application of Duke Energy Ohio, Inc. for an Adjustment to Rider MGP Rates, Case No. 14-0375-GA-RDR* (and 17 other dockets), November 18, 2021.

Prepared Direct Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission *In the Matter of: Establishing A Proceeding Concerning the Allocation of RPS-Related Costs and the Determination Of*

*Certain Proxy Values For Virginia Electric and Power*, Docket No. PUR-2021-00156, June 7, 2022.

Prepared Rebuttal Testimony of Frank Lacey on behalf of Philadelphia Gas Works before the Pennsylvania Public Utilities Commission in *Grays Ferry Cogeneration Partnership and Vicinity Energy Philadelphia, Inc v. Philadelphia Gas Works*, Docket No. C-2021-3029259, June 17, 2022.

Prepared Surrebuttal Testimony of Frank Lacey on behalf of Philadelphia Gas Works before the Pennsylvania Public Utilities Commission in *Grays Ferry Cogeneration Partnership and Vicinity Energy Philadelphia, Inc v. Philadelphia Gas Works*, Docket No. C-2021-3029259, July 22, 2022.

Prepared Expert Opinion Report, "An Analysis of the Value of Energy, Capacity and REC Sales from the Ahoskie-South Solar Farm; A Review of Contract and Market-based Outcomes", on behalf of Solar Green Development, LLC in *Solar Green Development, LLC v Kruger Energy (USA) Renewables, LLC*, Civil Action No.: 2:21-cv-00038-M, August 1, 2022.

Oral Testimony and Cross-examination of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission *In the Matter of: Establishing A Proceeding Concerning the Allocation of RPS-Related Costs and the Determination Of Certain Proxy Values For Virginia Electric and Power*, Docket No. PUR-2021-00156, August 9, 2022.

Oral Testimony and Cross-Examination of Frank Lacey on behalf of Philadelphia Gas Works before the Pennsylvania Public Utilities Commission in *Grays Ferry Cogeneration Partnership and Vicinity Energy Philadelphia, Inc v. Philadelphia Gas Works*, Docket No. C-2021-3029259, August 9, 2022.

Prepared Direct Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the Public Utilities Commission of Ohio *In the Matter of the Application of Duke Energy Ohio, Inc., for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 21-0903-GA-EXM, *In the Matter of the Application of Duke Energy Ohio, Inc., for Tariff Approval*, Case No. 21-0904-GA-ATA, and *In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Change Accounting Methods*, Case No. 21-0905-GA-AAM, September 7, 2022.

Prepared Expert Reply Report, "An Analysis of The Berkeley Research Group Report; Reply to Identify Flawed Data", on behalf of Solar Green Development, LLC in *Solar Green Development, LLC v Kruger Energy (USA) Renewables, LLC*, Civil Action No.: 2:21-cv-00038-M, September 21, 2022.

Deposition of Frank Lacey, on behalf of Solar Green Development, LLC in *Solar Green Development, LLC v Kruger Energy (USA) Renewables, LLC*, Civil Action No.: 2:21-cv-00038-M, October 7, 2022.

Prepared Direct Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission in the *Petition of Virginia Electric and Power Company For revision of a rate adjustment clause, designated Rider RPS, under § 56-585.1 A 5 d of the Code of Virginia for the Rate Year commencing September 1, 2023*, Docket No. PUR-2022-00208, March 7, 2023.

Oral Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission in the *Petition of Virginia Electric and Power Company For revision of a rate adjustment clause, designated Rider RPS, under § 56-585.1 A 5 d of the Code of Virginia for the Rate Year commencing September 1, 2023*, Docket No. PUR-2022-00208, April 18, 2023.

Prepared Direct Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission In the *Petition of Virginia Electric and Power Company For a financing order authorizing the issuance of Deferred fuel cost bonds pursuant to Va. Code §56-24.6:1*, Docket No. PUR-2023-00112, August 9, 2023.

Oral Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission In the *Petition of Virginia Electric and Power Company For a financing order authorizing the issuance of Deferred fuel cost bonds pursuant to Va. Code §56-24.6:1*, Docket No. PUR-2023-00112, September 6, 2023.

Oral Testimony of Frank Lacey on behalf of the Retail Energy Supply Association before the Public Utilities Commission of Ohio *In the Matter of the Application of Duke Energy Ohio, Inc., for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 21-0903-GA-EXM, *In the Matter of the Application of Duke Energy Ohio, Inc., for Tariff Approval*, Case No. 21-0904-GA-ATA, and *In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Change Accounting Methods*, Case No. 21-0905-GA-AAM, September 18, 2023.

Prepared Direct Testimony of Frank Lacey on Behalf of Direct Energy (an NRG Company) before the Virginia State Corporation Commission In the *Application of Virginia Electric and Power Company for a 2023 Biennial Review of the Rates, Terms and Conditions for the Provision of Generation, Distribution and Transmission Services Pursuant to 56-585.1 A of the Code of Virginia*, Docket No. PUR-2023-00101, October 10, 2023.

Panel Discussion, *Aggregation and Perspective on Demand Response*, Missouri Public Service Commission Informational Workshop on FERC Order No. 2222, Docket No. EW-2021-0267, June 29, 2021.

Lacey, Frank, *FERC Order No. 745 – Problems and Solutions to the "EPSA" Problem*, Presentation to National Regulatory Conference, Williamsburg, VA, May 21, 2015.

Panel Discussion, *The State of Demand Response in Organized Markets – The uncertainty created by EPSA v. FERC*, Energy Bar Association, Northeast Chapter Annual Meeting, Newark, NJ, June 11, 2015.

Lacey, Frank, *The Supreme Court on Energy in 2016, What it Means to Your Business*, Presentation to Solar Power International, Las Vegas, NV, September 14, 2016.

Lacey, Frank, *Electric Storage Participation in Markets Operated by Regional Transmission Organizations and Independent System Operators*, Presentation to Solar Power International, Las Vegas, NV, September 11, 2017.

Lacey, Frank, *Update: Electric Storage Participation in Markets Operated by Regional Transmission Organizations and Independent System Operators* Solar Power Northeast, February 5, 2018.

Lacey, Frank, *The Extermination of BUGS from the US Electricity Markets*, em – The Magazine for Environmental Managers, published by the Air and Waste Management Association, March 2016.

Lacey, Frank, *Default Service Pricing has been Wrong All Along*, Public Utilities Fortnightly, January 2019.

Lacey, Frank, *Default Service Pricing – the Flaw and the Fix*, The Electricity Journal, Volume 32 (April 2019).

Lacey, Frank and Travis Kavulla, *Financial and Governance Protections for Electric Cooperatives*, R Street Institute, R Street Policy Study No. 181, September 2019.

Lacey, Frank and Rob Gramlich, *Who's the Buyer? Retail Electric Market Structure Reforms in Support of Resource Adequacy and Clean Energy Deployment*, Prepared for the Wind Solar Alliance, March 2020.

Lacey, Frank, Rob Gramlich, Bryan Lee and Zach Zimmerman, with contributions from Michael Goggin and Abigail Sherman, *Serving Customers Best; The Benefits of Competitive Electric Vehicle Charging Stations*, May 2023.

Webinar Participant/Panelist, *The Future of Demand Response*, hosted by Power Markets Today, October 17, 2017.

Webinar Participant/Panelist, *Rethinking Demand Response – The Evolution from Simple to Sophisticated*, Hosted by Smart Electric Power Alliance, December 14, 2017.

Lacey, Frank and Taff Tschamler, *Implementing Principles of Default Service: A Roadmap for Competitive Retail Power Markets*, Paper released at PA POLR Roundtable, May 2004.

*Building a for-profit Transmission Operation; Key Business Parameters*, Presentation to the EEI Transmission Planning Task Force, Kansas City, MO.

Dozens of industry and client-specific presentations on the topics of industry transformation in the areas of transmission restructuring, retail restructuring, demand response, rate design, cost allocation and the energy industry ramifications of FERC Order 745 and FERC jurisdiction over demand response.

# Exhibit FL-1

(Release and Settlement Agreement, Vacation Charters LTD., Split Rock Country Club, Inc., Summit Management & Utilities, Inc., v. Kidder Township, In the Court of Common Pleas of Carbon County, Pennsylvania, Docket No. CV-07-4079)

IN THE COURT OF COMMON PLEAS OF CARBON COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

VACATION CHARTERS LTD.,  
SPLIT ROCK COUNTRY CLUB,  
INC., SUMMIT MANAGEMENT &  
UTILITIES, INC.,

Plaintiffs

Docket No.: CV-07-4079

vs.

KIDDER TOWNSHIP,

Defendant

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

*THIS RELEASE AND SETTLEMENT AGREEMENT* is made and entered into by and between **VACATION CHARTERS LTD., SPLIT ROCK COUNTRY CLUB, INC., and SUMMIT MANAGEMENT & UTILITIES, INC.** for themselves and for the benefit of their officers, agents, shareholders, subsidiaries, successors and assigns, (hereinafter referred to as "Plaintiffs") and the **TOWNSHIP OF KIDDER**, for itself and for the benefit of its officers, agents, employees, elected officials and insurers (hereinafter referred to collectively as "Defendant").

*WHEREAS*, the Plaintiffs have presented a claim against Defendants arising from a certain Asset Purchase Agreement and also the circumstances of Defendant providing sanitary sewer service to certain properties of the Plaintiffs which claims are the subject of the above captioned matter in the County of Carbon, Pennsylvania (the "Lawsuit"); and

*WHEREAS*, the Defendant has filed a counter-claim enumerating and specifying certain claims for monetary damages against the Plaintiffs herein to the same term and number (also included in the definition of the "Lawsuit"); and

*WHEREAS*, the Plaintiffs and Defendant desire to settle the matter as asserted in the Lawsuit, the parties enter into this Release and Settlement Agreement according to the following terms:

1. Each party hereto shall bear all attorneys fees and costs arising from their actions or the actions of their own counsel in connection with the Lawsuit and with this Release and Settlement Agreement.
2. The parties hereto acknowledge for themselves and their officers, elected officials, shareholders, employees, insurers, assigns and successors, and any related entities, that this Release and Settlement Agreement is a release of all the claims asserted in the Lawsuit. The parties further agree that the promises, conditions and covenants as set out herein are sufficient consideration and that this Release and Settlement Agreement effects a full and final complete compromise of all matters involving disputed issues of law and fact asserted in the Lawsuit. The parties fully assume the risk that the facts or the law may be otherwise than what they believe.
3. Upon execution and adoption of this Release and Settlement Agreement by the parties hereto counsel for the parties each will deliver to opposing counsel an executed Praecipe to Settle, Discontinue and End with prejudice the Lawsuit, including the Complaint and the Counter Claim.
4. The parties represent and warrant that no other person or entity not a party to this Release and Settlement Agreement has had any interest in the claims, demands, obligations or causes

of action asserted in the Lawsuit; that the parties have the sole and exclusive right to enter into and be bound by the terms and provisions of this Release and Settlement Agreement; to make payment of or receive the sums specified in it; and that the parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release and Settlement Agreement.

5. The parties agree and acknowledge that the promises, covenants, conditions and sums specified in this Release and Settlement Agreement are accepted as a full and complete compromise in all matters asserted in the Lawsuit. Payment of the sums by any party as set out in this Release and Settlement Agreement, and the adoption of action by either of the parties as required under the terms and provisions of this Release and Settlement Agreement and the negotiations for this settlement (including all statements, admissions or commissions) by the parties or their attorneys or representatives shall not be considered admissions of fault or wrongdoing by any of the parties.
6. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the officers, shareholders, subsidiaries, agents, employees, elected officials, insurers, executors, administrators, personal representatives, heirs, successors and assigns of each. The parties specifically acknowledge there are no other understandings or agreement verbal or otherwise in relation thereto between the parties to this Release and Settlement Agreement. The parties agree that this Release and Settlement Agreement may not be modified orally but may be modified only by a written agreement.
7. In entering into this Release and Settlement Agreement, the parties hereto have relied upon their respective counsel for legal advice; for the Plaintiffs, Jane Maughan, Esquire and James Nanovic, Esquire; for the Defendant, Anthony R. Sherr, Esquire; Gretchen D. Sterns,

Esquire, and Daniel A. Miscavige, Esquire, who are counsel selected by the parties hereto. The terms of this Release and Settlement Agreement have been completely read and explained to the parties by their counsel; those terms and conditions and the legal effect thereof have been fully understood and voluntarily accepted by them.

8. The parties hereto enter this Release and Settlement Agreement in the Commonwealth of Pennsylvania, the situs being the County of Carbon, and said documents shall be construed and interpreted in accordance with the Law of the Commonwealth of Pennsylvania.
9. Plaintiffs agree to pay the Defendant the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) which sum is acknowledged to be a compromise amount of the Claim of the Defendant for tapping fees, user fees and for delinquent user fees for sewage treatment at the public sanitary sewer system owned and operated by the Defendant, for all sums due for the period from January 1, 2002 through and including June 30, 2010. The parties acknowledge that this sum shall be considered a municipal debt for services provided by the Defendant Municipality and shall be accorded all such priority and status as a municipal debt.
10. The parties agree that the principal amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) will be paid by the Plaintiffs to the Defendant, without interest, over a ten (10) year period commencing January 2, 2012 and terminating January 2, 2021. Each payment shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and shall be due on January 2nd of each year commencing January 2, 2012. Defendant shall provide Plaintiff with a notice, no later than December 20<sup>th</sup> each year, of the upcoming payment due on the upcoming January 2<sup>nd</sup>; however, the failure of the Defendant to provide said notice does not relieve Plaintiffs of the obligation to make timely payment as provided herein. Any

payments made later than 10 days after the 2nd day of January in any year in which they are due shall bear interest at the rate of ten (10%) percent per annum. In addition, any such delinquent amounts shall also accrue charges which the Defendant may incur for reasonable attorney fees, court costs and other costs of collection of said monies. The Plaintiffs agree that such additional costs, attorney's fees and collection fees and interest shall have the same status for collection and lien purposes as the principal amount due.

11. The parties agree that none of the Plaintiffs' obligations under the terms of this Release and Settlement Agreement are intended to be affected by a discharge in Bankruptcy. The parties further specifically intend that the Plaintiffs' obligations under the terms of this Release and Settlement Agreement shall be non-dischargeable and not subject to discharge in Bankruptcy due to the nature of the municipal obligation and further that it is substantive and primary consideration for the Plaintiffs' obligations under the terms and conditions of the Release and Settlement Agreement.
12. Effective July 1, 2010, and based on all the currently existing improvements at the premises owned, operated and or occupied by the Plaintiffs, Plaintiffs will be obligated to pay Defendant sewage treatment user fees, which will be billed at a basis of 430 EDUs according to the following schedule of EDU's.

Location	EDU
Lodge	32
Cove Cottage	1
Pavillion	1
Lebanon Cottage	1
Westwood	90
Galleria	115
Forest Inn	3
Mini Golf	1

Location	EDU
Cope Cottage	1
Accounting	4
Time Share Sales	3
Purchasing	1
Resort Maintenance	2
Golf Maintenance	2
East Gate	1
Cart Barn	1
Water Park	30
Willowbrook	128
Club House	13
<b>TOTAL</b>	<b>430</b>

The parties acknowledge that 320 units have been approved for construction at Willowbrook; that 192 units remain to be built and that 128 units presently are completed. The parties acknowledge that both built and unbuilt units have two bedrooms and a construction design that permits Plaintiffs to sell each unit as two separate spaces by a lock out door that cuts the unit into two. Notwithstanding this lock out design, the parties agree that each of the 320 Willowbrook units are one EDU.

13. Defendant shall issue regular quarterly billing in the regular billing cycle as maintained and utilized by the Defendant Township to Vacation Charters Ltd., with billing detailed on five (5) separate bills separated as follows:

- a. Westwood Condominium Association, Inc. (90 EDU);
- b. Willowbrook at Lake Harmony (128 EDU); 218
- c. The Galleria and the Water Park (145 EDU); 363
- d. Split Rock Country Club, Inc. (for the Clubhouse and the Cart Barn) (14 EDU); 377

e. All the remaining uses of the Plaintiffs (53 EDU). <sup>430</sup>

The parties agree that such billing shall be at the quarterly rate for billing as established from time to time by the Board of Supervisors of the Township Kidder or its successor. Any future EDUs added to the system by the Plaintiffs shall be billed at the then existing quarterly user rate as established by the Defendant or its successor. In the event that Defendant issues a new or revised user fee ordinance in the future, or in the event that any successor to Defendant seeks or establishes a rate change on user fees, Plaintiffs retain their right to challenge any new user fee ordinance, resolution or rate change in accordance with Pennsylvania law relating to the rights of users to challenge revised user fees or rate changes; however, Plaintiffs shall not have the right to challenge the Defendant or its successor's right to charge Plaintiffs a user fee. Plaintiffs acknowledge that in the event they or any of them challenge a new or revised user fee ordinance, they remain obliged to make all payments required under this Release and Settlement Agreement and all then-existing user fees pending the outcome of their challenge.

14. Commencing July 1, 2010 the rate for tapping fees for Plaintiffs' new connections for any additional EDU's shall be Two Thousand Dollars (\$2,000.00) per EDU. This rate is agreed to in consideration of the ownership by Plaintiffs at their premises of certain improvements consisting of collection lines, pumping stations, laterals, force mains and transmission lines and the Plaintiffs' permitting the passage of sewerage through said improvements to the Defendant's sewer system. This tapping fee rate is and shall be based on a capacity part calculation only, and does not and shall not include other calculations or parts. The parties agree that the future tapping fees assessed to Plaintiff shall be subject to changes in the tapping fee as adopted from time to time by the Board

of Supervisors or their successors for tapping fees for connection to the Township sanitary sewer system. Any future changes in the tapping fee as calculated by the Engineer of the Defendant Township or its successor shall include a sub-calculation reflecting a capacity only charge for Plaintiff. Plaintiffs retain their right to challenge any future tapping fee rate, rate setting procedure, ordinance or resolution in accordance with Pennsylvania law regarding the rights of individuals and entities to challenge tapping fees. However, Plaintiffs shall not have the right to challenge the Defendant or its successor's right to charge Plaintiffs a tapping fee. Plaintiffs remain responsible for all construction required to construct lateral connections from any new or improved facility to the sewer system. Plaintiffs acknowledge that in the event they or any of them challenge a new or revised tapping fee ordinance, they remain obliged to make all payments required under this Release and Settlement Agreement and all then-existing tapping fees pending the outcome of their challenge.

15. At the 2011 Organizational Meeting of the Board of Supervisors of the Defendant, the Defendant will establish a Sanitary Sewer Committee which shall advise the Board of Supervisors on matters related to the maintenance and operation of the Sewer Plant and Sewer System. The Committee shall consist of a minimum of five (5) or maximum of seven (7) members at the sole discretion of the Board of Supervisors. In the event the Board of Supervisors elects a five (5) member Committee, Vacation Charters Ltd., or its successors shall have the right but not the obligation to name a maximum of two (2) members to the Committee; if a seven (7) member Committee is created by the Board of Supervisors, Vacation Charters Ltd., or its successors shall have the right but not the obligation to name a maximum of three (3) members. The Defendant anticipates an

adoption of an Ordinance substantially in the form that is attached hereto and marked as Exhibit "A".

16. In the event that the Defendant Township has not substantially initiated required statutory or other regulatory procedures necessary to effect the sale, transfer or conveyance of the Sewer Plant and Sewer System currently maintained by the Defendant by June 30, 2014, the Board of Supervisors of the Defendant shall initiate procedures required by statute or regulation to establish a Sewer Authority. The intent of establishment of said Sewer Authority shall be to accept transfer of assets, obligations, operations and maintenance of the Sewer Plant and the Sewer System from the Township to the Authority. The obligation of Defendant herein is subject to existing laws, statutes, regulations as well as any limitations or restrictions as existing or may be imposed by any borrowing entity holding outstanding indebtedness from the Township by reason of the maintenance and operation of the Sewer Plant or the Sewer System.
17. The parties previously entered into an Asset Purchase Agreement with respect to the sale of the Sewer Plant and other improvements to the Defendant, certain provisions of which survived the sale of the Sewer Plant. This Release and Settlement Agreement supersedes all Asset Purchase Agreements entered into by the parties at any time and the parties agree that all such previously executed Asset Purchase Agreements are now null and void.
18. The parties acknowledge that through the Asset Purchase Agreements, the Defendant purchased from the Plaintiffs and owns:
  - a. Land, buildings and improvements situate at adjacent to I-80 and Split Rock Golf Course in the Township of Kidder, Carbon County,

Pennsylvania consisting of 6.41 acres more or less, conveyed in the Deed dated April 30, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon, at Book 1019 Page 442.

- b. Fixtures, tangible personal property and equipment as existing on the aforesaid site as of April 30, 2002;
- c. Certain Inventory listed below, as previously set out in Exhibit B to the Asset Purchase Agreements:

Physical Inventory of Summit Management and Utilities

Tankage	One - bar screen and 12 inch comminutor
	One - 38,500 gallon scum retention / distribution tank
	Two - 75,000 gallon SBR's
	One - 75,000 gallon sludge holding tank
	One - 75,000 gallon decant equalization tank
	One - 600,000 gallon gpd chemical treatment unit
	One - 600,000 gallon gpd ABW sand filter
	One - 22,130 gallon chlorine contact tank
Compressors	Three - Roots 76 U-RA1 20 hp
	Two - Roots 68 U-RA1 20 hp
	Two - Roots 47 U-RA1 15 hp
	Two - Roots 45 U-RA1 7 hp
	Four - Roots 33 U-RA1 5 hp
Emergency Power	One - Kohler 200KW diesel generator
	One - 800 amp automatic switchgear
Chemical Feed	Two - 400 gallon day tanks
Equipment	
	Two - W-T44-747 Metering pumps
	Two - W-T two cylinder scales for 150 lb cylinders
	Two - WI V75VA5 v-notch chlorinators

	One - Eagle electronic scale for two one ton cylinders
	One - Spanco 2 ton rolling gantry with one ton cylinder lifting bar
Flow Metering	One - EIT model 7960 ultrasonic flow meter with 7 day recording chart

- d. Certain right-of-ways for sewer transmission lines as more particularly described in the Deed dated April 30, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon at Book 1019 Page 443, and in the General Grant of Easement dated June 20, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon at Book 1063 Page 327.
- e. Certain transmission lines of existing customers, a list of such transmission lines and existing customers being previously identified as Exhibit "D" to the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit B to this Release and Settlement Agreement.

19. Subject to the rights granted Defendant in the Deed of Easement and General Grant of Easement identified above, the Plaintiffs retain ownership of all collection lines, pumps, pumping stations, laterals and transmission lines located at the premises owned by the Plaintiffs not conveyed to Defendants, including but not limited to the small pumping station and force main servicing Split Rock Lodge.
20. As was previously provided in the Asset Purchase Agreements, and according to the terms set out below, in the event the Plaintiffs wish to continue to utilize effluent for

spray irrigation during the months of May through October of any year, Defendant and its successors and or assigns remain obligated to make available to Plaintiffs treated effluent at the sewer plant. Any pumping required will be at the sole expense of Plaintiffs. Any operating expenses related to pumping will be paid by the Plaintiffs; however, Plaintiffs shall obtain and bear the cost related to obtaining any permits required for such use. All sewage effluent shall be treated to standards required by the Pennsylvania DEP permit and will be made available by Defendant for spray irrigation of the golf courses owned by Vacation Charters, Ltd., or Split Rock Country Club, Inc., and their subsidiaries or any other successors or assigns during the period of time identified above. Any and all additional costs attributable to Plaintiffs' request for treated sewage effluent to be made available by Defendant for spray irrigation for the aforesaid golf courses (e.g., legal, engineering, etc.) shall be paid by Plaintiffs and/or the owners of the golf courses. These costs shall not include costs associated with the distribution of sewage effluent not attributable to spray irrigation of the golf courses.

21. Until April 30, 2012, Defendant and its successors and or assigns shall reserve capacity for Plaintiffs, their successors, subsidiaries or assigns, at the sewage treatment facility as follows:
- a. 53 EDUs to Summit Management and Utilities, Inc., and its related companies or their subsidiaries or assigns;
  - b. One EDU per lot for any lots remaining of the 90 lots at Split Rock Golf Course;
  - c. 192 EDUs for the remaining Willowbrook Condominium development.

Any reserve capacity not utilized by April 30, 2012, shall no longer be made available

without additional charge or maintained without additional charge and the Defendant or said assignee shall have no further obligation to maintain further reserves for the Plaintiffs or its subsidiaries or related companies.

22. Plaintiffs will pay for any new lateral attachment to existing lines or extensions of existing lines that may be necessary to serve any new development.
23. Plaintiffs' entities hereby represent that they have taken appropriate corporate action to endorse, enter into and be bound by the terms, conditions and provisions of this Release and Settlement Agreement and that the undersigned are fully authorized by the Plaintiffs entities to endorse and execute this Release and Settlement Agreement on behalf of all Plaintiffs herein.
24. Defendant, Township of Kidder, has duly adopted and ratified the terms and conditions of this Release and Settlement Agreement at a regular meeting of the Board of Supervisors of the Township of Kidder held on the 18<sup>th</sup> day of November, 2010 by a Vote of
- 5 Yes 0 No 0 Abstained 0 Absent.

CAUTION

READ BEFORE SIGNING THIS IS A RELEASE OF YOUR CLAIMS

Vacation Charters, Ltd.

By: Louis N. Del Rossi Pres

Attest: Jacqueline Burger, Sec.

Split Rock Country Club, Inc.

By: Wesley L. Lakin Pres.

Attest: Wesley L. Lakin, Sec.

Summit Management & Utilities, Inc.

By: Wesley L. Lakin Pres.

Attest: Wesley L. Lakin, Sec.

Township of Kidder

By: Larry Polansky  
Chairman

Attest:

J. K. Smith  
Secretary

**Exhibit "A"**

**ORDINANCE NO.:** \_\_\_\_\_

**AN ORDINANCE ADOPTED BY THE BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF KIDDER ESTABLISHING A SANITARY SEWER ADVISORY  
COMMITTEE AND ALL DETAILS RELATED THERETO**

**Section 1. Establishment**

A Sanitary Sewer Advisory Committee is hereby established by the Township of Kidder, Carbon County, Pennsylvania.

**Section 2. Purpose**

The purpose of the Sanitary Sewer Advisory Committee shall be to advise the Board of Supervisors on matters related to and dealing with the operation and maintenance of the Sewer Plant and Sanitary Sewer System currently maintained by the Board of Supervisors of the Township of Kidder.

**Section 3. Membership**

A. The Sanitary Sewer Advisory Committee shall be composed of five (5) members of the Township of Kidder who shall be appointed by the Board of Supervisors. It is acknowledged that two (2) members of the Committee may be appointed by Vacation Charters Ltd. or its successors. In the event that the said Vacation Charters Ltd. or its successors do not provide written notification of its nominees within thirty (30) days of adoption of this Ordinance or vacancies of such positions hereunder the Board of Supervisors may fill those positions with appointees of their choosing. The remaining three (3) members shall be appointed by the Board of Supervisors.

B. The Board of Supervisors shall fill all vacancies subject to the preceding paragraph.

**Section 4. Terms of Office**

A. Members of the Sanitary Sewer Advisory Committee (henceforth Committee) shall serve for a term of four (4) years except the initial appointment shall be so staggered that approximately one-fourth (1/4) of the membership shall expire each year and the terms of their successor shall be four years each.

B. Membership of two (2) members shall expire December 31, 2011; one (1) member shall expire December 31, 2012; one (1) member shall expire December 31, 2013 and one (1) member shall expire on December 31, 2014.

C. Members may resign at any time with written notice to the Board of Supervisors. Members whose terms will expire may request reappointment by written request to the Board of

Supervisors at least one month prior to the expiration of their term.

D. Members may be removed by the Board of Supervisors, with or without the recommendation of a majority of the other members, for malfeasance or neglect in the performance of their duties. Failure to attend either three (3) consecutive regularly scheduled meetings or four (4) regularly scheduled meetings during a twelve-month period shall constitute neglect.

E. The Board of Supervisors, subject to Section 3 (A) of this Ordinance, shall appoint successors for members who resign or are removed to serve for the remainder of the term of the member or members.

#### **Section 5. Compensation**

Members of the Committee shall receive no compensation for their services, but they may be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties, provided that the expenses have the prior approval of the Board of Supervisors.

#### **Section 6. Powers of the Committee**

The Sanitary Sewer Advisory Committee shall have the following powers:

A. To identify potential problems or difficulties and recommend plans and programs to the Board of Supervisors for the operation and maintenance of the Sewer Plant and Sanitary Sewer

System.

- B. To make recommendations to the Board of Supervisors of the Township of Kidder.
- C. To perform any other duties assigned to it by the Board of Supervisors but not to exercise any powers or perform any duties which by law are conferred or imposed upon a state agency or the Township entity itself.

**Section 7. Organization and Meetings**

- A. The Chairman of the Committee shall be appointed annually by the Board of Supervisors; the Committee may select its own Vice Chair and Secretary.
- B. The Committee shall meet at least quarterly and at other times as directed by the Board of Supervisors. Said meetings shall be advertised and open to the public.
- C. The Committee shall keep written records of its meetings and activities and shall make an annual report to the Board of Supervisors which shall be made known and available to the public.

**Section 8. Appropriations**

The Board of Supervisors may appropriate funds for the expenses incurred by the Committee in accordance with an annual budget. Appropriations may be expended for such administrative, clerical, and printing as may from time to time be required and approved by the Board of Supervisors and shall be within the limits of the annual budget.

**Section 9. Effective Date**

The effective date of this Ordinance shall be the date of adoption as set out herein.

Duly adopted by the Board of Supervisors of the Township of Kidder, County of Carbon and Commonwealth of Pennsylvania at the reorganization meeting of the Board of Supervisors held the \_\_\_\_ day of January, 2011 by a Vote of:

\_\_\_\_ Yes    \_\_\_\_ No    \_\_\_\_ Abstained    \_\_\_\_ Absent.

Kidder Township  
Board of Supervisors

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

Attest:

\_\_\_\_\_

Secretary

Schedule of Property Owners  
Village Greens, Split Rock  
Sections F & G

Property Number	Owner-1	Mailing Address	City	State	ZIP
F-003 -01	RICHARD K FINKBINER	P.O. BOX 82	LAKE HARMONY	PA	18624
F-004 -01	MR EDGAR PUTMAN/FAWKES	BOX 7014	NEW HOPE	PA	18938
F-005 -01	MR MARIO BASCIANI	8876 GAPNEWPORT PK	AVONDALE	PA	19311
F-008 -01	M/M THOMAS LEIGHTON	138 RELIANCE DRIVE	WILKES-BARRE	PA	18702
F-009 -01	MR EDGAR PUTMAN/FAWKES	BOX 7014	NEW HOPE	PA	18938
F-010 -01	CARL AND ARLENE GEIGER	C/O PRINCETON CONS. CO.	BRIELLE	NJ	08730
F-011 -01	M/M DONALD BENNER	BOX 697	LAKE HARMONY	PA	18624
F-012 -01	M/M STEVEN J McGARY	331 PATIO VILLAGE TERRACE	FORT LAUDERDALE	FL	33326
F-013 -01	M/M JOHN SCHOELLER	280 BIERY'S BRIDGE ROAD	BETHLEHEM	PA	18017
F-014 -01	M/M STEVEN J McGARY	331 PATIO VILLAGE TERRACE	FORT LAUDERDALE	FL	33326
F-015 -01	CARL GEIGER	P.O. BOX 685	BRIELLE	NJ	08730
F-016 -01	M/M JOHN A CARNOCHAN	P.O. BOX 717	LAKE HARMONY	PA	18624
F-017 -01	KATHLEEN BENYO	6020 6TH STREET	WEATHERLY	PA	18255
F-018 -01	M/M RONALD B. AVRICH	1245 GRENOBLE ROAD	IVYLAND	PA	18974
F-019 -01	M/M WILLIAM M. ANDERSON	3225 PAULINE DR.	CHEVY CHASE	MD.	20816
F-020 -01	MR ROBERT McKEE	1106 ASHRIDGE CT	AMBLER	PA	19002
F-021 -01	M/M WILLIAM KERNS	PO BOX 322	HARVARD	MA	14510
F-022 -01	MICHAEL WIEDER	P.O. BOX 485	REVERE	PA	18953
F-023 -01	MICHAEL WIEDER	PO BOX 485	REVERE	PA	18953
F-024 -01	JOHN D HURLEY SR	1074 BEECH HOLLOW RD	AMBLER	PA	19002
F-025 -01	M/M RICHARD R KITCHIN JR	623 NIBLICK LANE	WALLINGFORD	PA	19086
F-026 -01	MR JOHN W LUTZ	5537 LORETTO AVENUE	PHILADELPHIA	PA	19124
F-027 -01	M/M HERBERT E. KITTNER	104 HALF MOON CIRCLE	LANTANA	FL	33462
F-028 -01	MR JAMES F ZISA	101 MARILYN PLACE	CLIFTON	NJ	70113
F-029 -01	M/M W. DAVID CAREW	P.O. BOX 355	LAKE HARMONY	PA	18624
F-030 -01	JOHN J DUKE	PO BOX 523	LAKE HARMONY	PA	18624
F-031 -01	DAVID A. LONDON	PO BOX 502	LAKE HARMONY	PA	18624
F-032 -01	DAVID A. LONDON	P.O. BOX 502	LAKE HARMONY	PA	18624
F-033 -01	M/M BRIAN ZAVITSKY	188 APPELEGATE DRIVE	WEST CHESTER	PA	19382
F-034 -01	GREGORY & ANN BARD	2520 OCEAN AVENUE	BROOKLYN	NY	11229
F-035 -01	CHARLES S MCALEER	4 LANTERN LANE	WILMINGTON	DE	19810
F-036 -01	M/M JAMES H. DAVIS	P. O. BOX 706	LAKE HARMONY	PA.	18624
F-037 -01	WILLIAM R WALSH	138 FORSYTHIA DRIVE S	LEVITTOWN	PA	19056
F-038 -01	TRACEY A GORYEB	P.O. BOX 715	LAKE HARMONY	PA	18624
F-039 -01	ANTHONY D'AGOSTINO	1155 LANCASTER AVENUE	BERWYN	PA	19312
F-040 -01	MR EDGAR PUTMAN/FAWKES	3472 INDIAN SPRING RD	DOYLESTOWN	PA	18901
F-043 -01	JEFFREY LONG	1 ASA STREET	MONTVILLE	NJ	07045
F-044 -01	MS PATRICIA J WURSTER	82 EMERALD AVENUE	WESTMONT	NJ	08108
F-045 -01	M/M THOMAS TUMMINELLO	PO BOX 750	LAKE HARMONY	PA	18624
F-047 -01	WILLIAM R. WALSH	138 FORSYTHIA DRIVE SOUTH	LEVITTOWN	PA	19056
F-048 -01	M/M ANTON J. LEPLER	P.O. BOX 302	ALBRIGHTSVILLE	PA.	18210
F-049 -01	LAWRENCE C PETERSON	PO BOX 772	LAKE HARMONY	PA	18624
F-050 -01	MATTHEW GOLDBERG	612 VALE DRIVE	MORGANVILLE	NJ	7751
F-051 -01	JOSEPH MAIORANO	11 EAST MACON AVENUE	STATEN ISLAND	NY	10308
F-052 -01	JAMES J BOYLE	PO BOX 14	LAKE HARMONY	PA	18624
F-053 -01	DARREN K. INDYKE	301 EAST 66TH STREET	NEW YORK	NY	10021
F-054 -01	KENNETH ANDERSON	567 BERNITA DRIVE	RIVER VALE	NJ	07675
F-055 -01	VICTOR E PAUL	PO BOX 729	LAKE HARMONY	PA	18624
F-056 -01	JOSEPH G BANYAS	BOX 655	LAKE HARMONY	PA	18624

# Exhibit FL-2

(Asset Purchase Agreement Between the Township of Kidder and Little  
Washington Wastewater Company d/b/a Suburban Wastewater  
Company, dated March 15, 2012)

**ASSETS PURCHASE AGREEMENT**

**Between**

**THE TOWNSHIP OF KIDDER**

**And**

**LITTLE WASHINGTON WASTEWATER COMPANY  
D/B/A  
SUBURBAN WASTEWATER COMPANY**

**March 15<sup>th</sup>, 2012**

**THIS ASSETS PURCHASE AGREEMENT**, dated as of the 15<sup>th</sup> day of March 2012, by and between **The Township of Kidder**, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with principal offices at Lake Harmony, Kidder Township, Carbon County, Pennsylvania (“**Seller**”), and **Little Washington Wastewater Company d/b/a Suburban Wastewater Company** (“**LWWC**”), a Pennsylvania corporation with an office at 762 W. Lancaster Avenue, Bryn Mawr, PA 19010, with reference to the following:

### RECITALS

A. Seller owns and maintains a wastewater collection and treatment system that provides wastewater service to residential and commercial customers within a portion of Kidder Township, Carbon County, Pennsylvania.

B. LWWC is a wholly owned subsidiary of Aqua Pennsylvania, Inc., and a public wastewater utility that furnishes wastewater service to the public in various portions of Pennsylvania, including Carbon County.

C. Seller desires to sell, and LWWC desires to purchase, certain assets, properties and rights of Seller owned and used in connection with Seller’s System Assets (hereinafter referred to as “**Assets**”), all upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. SALE AND PURCHASE OF THE SELLER’S ASSETS

Subject to the terms and conditions hereinafter set forth, LWWC shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to LWWC at Closing (hereinafter defined), all of the Assets. The Assets include all of the assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the existing collection and treatment of wastewater within the Seller’s wastewater service area.

The Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever, including, without limitation, the following debts, which shall be satisfied at Closing out of the sale proceeds: (1) Mauch Chunk Trust Company of Jim Thorpe, Pennsylvania with the estimated satisfaction at time of Closing to be Two Million Sixty-Four Thousand Two Hundred Twenty Dollars and Eight Cents (\$2,064,220.08); and (2) Seller’s existing indebtedness to Pennvest at the time of Closing, which is estimated to be Seven Million Nine Hundred Twenty-Four Thousand Ninety-One Dollars and Sixty-One Cents (\$7,924,091.61).

### 1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on Schedule 1.1, and the following:

- (a) all the land, buildings, pipes, pipelines, treatment facilities, odor control stations, pumping stations, lift stations, holding tanks, customer grinder pumps (included in the grinder pump is that portion of the customer wastewater lateral between the curb-line or edge-of-road to the street-side of the grinder pump; all of which LWWC may, in its sole discretion, convey to the customer following Closing upon satisfaction of the above-referenced Pennvest indebtedness and release of the Pennvest lien(s); see Attachment 6 for list of subject customer properties), storage tanks, plants, structures, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller and relating to the Assets, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging, appertaining or relating to the Assets;
- (b) all machinery, equipment, tools, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the Assets owned by Seller or in which Seller has an interest;
- (c) all supplies and inventories relating to the Assets;
- (d) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;
- (e) all rights and choses in action of Seller arising out of occurrences before or after the Closing relating to the Assets, with the exception of the pending municipal lien against the Estate of Nicholas Pantages;
- (f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the foregoing; and
- (g) Accounts Receivable existing as of the twenty-first (21<sup>st</sup>) day after the Closing Date (as defined below) for wastewater service to residents and other customers within Kidder Township, as well as all and any liens.

### 1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

- (a) any and all customer wastewater laterals (with the exception of grinder pumps and that portion of the customer wastewater lateral between the curb-line or edge-of-road to the street-side of the grinder pump; all of which LWWC may in its sole discretion convey to the customer following Closing upon satisfaction of the above-referenced Pennvest

indebtedness and release of the Pennvest lien(s) for the properties identified on Attachment 6) from the curb-line or edge-of-road to and throughout the customer's property;

- (b) all piping and fixtures internal to each individual customer's structure (whether residential, commercial, industrial or other types);
- (c) cash on hand and any cash or payments received within twenty (20) days of the Closing Date (as defined below); and
- (d) any assets listed in Schedule 1.2(d) which is attached hereto and incorporated herein by reference.

### 1.3 Consideration

- a) The total purchase price ("**Purchase Price**") for the Assets shall be Eleven Million Three Hundred Fifty-Seven Thousand and Fifty-One Dollars (\$11,357,051.00) to be paid by LWWC to Seller at Closing.

### 1.4 Contractual Rights and Obligations

LWWC shall not assume any rights or obligations of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied, except with respect to: (i) those agreements, contracts, permits and other instruments listed on Schedule 1.4 attached hereto, made part hereof and incorporated herein by reference and (ii) grinder pumps and that portion of the customer wastewater lateral between the curb line or edge of road to the street side of the grinder pump any or all of which LWWC may in its sole discretion convey to the customer following Closing and for which, in the event of such conveyance, LWWC agrees to indemnify and hold harmless Seller as provided for in Section 8.1 below.

### 1.5 Non-Assumption of Liabilities

With the exception of the assumption of contractual duties to be performed after the date of Closing under the surviving contracts listed on Schedule 1.4 attached hereto together with the ongoing obligation to provide wastewater service to the customers of the Seller served by the Assets ("**Assumed Obligations**"), all liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Except for the Assumed Obligations, LWWC shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

## 2. CLOSING

Subject to the provisions of Sections 4 and 5 below, closing hereunder ("**Closing**") shall take place by mail or at the offices of LWWC located at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania or other mutually agreed upon location, commencing at 10:00 A.M. local time, on or before the later to occur of: (i) a date thirty five (35) days after the receipt of final regulatory approvals, including without limitation those described in Section 5.6 below, or (ii) June 30, 2012.

The date of the Closing is referred to herein as the "**Closing Date**". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. If the Closing has not occurred on or before June 28, 2013, either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement, if Closing does not occur because of a material breach of this Agreement by the other party.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to LWWC the Assets, including, without limitation, the following:
- (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to LWWC and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, LWWC good and marketable title to the Assets and all rights to operate the Assets as such is now being operated, including, but not limited to the following documents: a *Deed* for each fee parcel wherein any treatment, pumping, odor control, storage or other associated facilities are situated; a *Bill of Sale and Assignments* and an *Assignment of Intangibles* and other instruments and documents of conveyance and transfer, all in form reasonably satisfactory to LWWC and its counsel, as shall be necessary and effective to transfer and assign to, and vest in LWWC good and marketable title to the Assets; and an *Assignment and Grant of Easement* for any easement LWWC requires to utilize, maintain, repair and replace any Assets or facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways.
  - (ii) *Assignment* and copies of, or the originals as appropriate, of all the agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of or related to the Assets;
  - (iii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a compact disk (CD) that can be downloaded to a computer, along with a billing history for each customer. LWWC acknowledges that Aqua Pennsylvania, Inc. is Seller's current billing administrator. Seller agrees that Aqua Pennsylvania, Inc. shall provide customer billing information to LWWC as contemplated in this paragraph;
  - (iv) a certificate, in form and substance satisfactory to LWWC, executed by each third party to any agreement listed on Schedule 1.4 confirming that all representations and warranties of Seller with respect to such contract are true and correct, and that there is no defense, counterclaim or asserted set off by

such party under the agreement, and that Seller and such party are each in compliance with the requirements of the agreement, and to the extent such party's consent is required to an assignment of the contract to LWWC, such consent;

- (v) keys to any and all buildings and gates; and
- (vi) releases of liens or satisfaction pieces for all mortgages and liens affecting the Assets or other proofs reasonably required by: (A) LWWC to establish clear title to the Assets, or (B) LWWC's title agent to remove such liens and mortgages as exceptions to LWWC's title insurance policy.

and simultaneously with such delivery, all such steps shall be taken as may be required to put LWWC in actual possession and operating control of the Assets.

- (b) Seller shall deliver to LWWC, the agreements, opinions, certificates and other documents and instruments referred to in **Section 5** hereof.
- (c) LWWC and Seller agree that customer billing information shall be provided to LWWC within seven (7) days immediately prior to Closing. LWWC shall use these billings to begin the billing cycle for its new customers following Closing. LWWC acknowledges that Aqua Pennsylvania, Inc. is Seller's current billing administrator. Seller agrees that Aqua Pennsylvania, Inc. shall provide customer billing information to LWWC as contemplated in this paragraph.

## 2.2 Transfer Taxes on Real Property

Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be paid one-half each by LWWC and Seller. Notwithstanding the foregoing to the contrary, Seller's contribution to the payment of such transfer taxes shall be capped at a maximum of \$7,500.00.

## 2.3 Transfer of Utilities

Seller and LWWC will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of LWWC as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and LWWC shall retain from the Purchase Price its estimate of the amount of such bills not yet paid by Seller.

## 2.4 Remedy

The Parties acknowledge that the Assets are unique and not otherwise available and agree that, in addition to any other available remedy, either party may invoke any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

## 2.5 Further Assurances

Seller, from time to time after the Closing, at LWWC's request, and without compensation, will execute, acknowledge and deliver to LWWC such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as LWWC may reasonably require in order to vest in LWWC, and/or to place LWWC fully in possession of, all of the Assets. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

### 3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by LWWC:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice.
- (b) Seller, at Seller's cost and pursuant to Seller's agreement with Aqua Resources, shall continue to maintain and service the tangible Assets in good working order such that they will be in proper working order at Closing.
- (c) Seller will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (e) Seller will promptly advise LWWC in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (f) Seller will promptly advise LWWC in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to LWWC, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.
- (g) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.

- (h) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.
- (i) Seller will provide LWWC with such financial and other reports of its business as LWWC may reasonably request.
- (j) Seller will give to LWWC, its officers, employees, accountants, counsel and other representatives free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as LWWC shall *desire to make, provided that such investigation shall not unreasonably interfere with the wastewater business or operations of Seller.*
- (k) Seller shall notify and consult with LWWC prior to the initiation, development or execution of any plans for expansion of or improvements to the Assets.
- (l) Seller will cooperate with LWWC sending any customer notices that in LWWC's judgment are necessary or desirable in connection with the transactions contemplated herein.

#### 4. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by LWWC, prior to or at the Closing, of each of the following conditions precedent:

##### 4.1 **Closing Certificate; Performance by LWWC**

LWWC shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of LWWC dated the Closing Date, signed by an officer of LWWC, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by LWWC in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by LWWC to Seller within a reasonable time after the event occurred.

##### 4.2 **Litigation Affecting Closing**

Other than as previously disclosed to LWWC in writing, on the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

#### 5. **CONDITIONS PRECEDENT TO LWWC'S OBLIGATIONS**

All obligations of LWWC under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

LWWC shall be satisfied, within forty-five (45) days following the execution of this Agreement, with the results of its due diligence inspections of the overall operational functionality of the Assets that LWWC may elect to perform, including LWWC's satisfactory review of the quality of title to the real property to be conveyed to LWWC from Seller. LWWC shall be satisfied at Closing that there has been no material deterioration therein between the expiration of such forty-five (45) day period and Closing. Additionally, prior to Closing, LWWC shall be satisfied with its review of the real estate and the quality of fee or easement title to be conveyed to LWWC from Seller. Except for the discovery of latent defects, LWWC is otherwise familiar with the current condition of the personal property comprising the wastewater system.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and LWWC shall have been furnished with a *Bring Down Certificate* or *Certificates* of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as LWWC may reasonably request, to the fulfillment of the conditions precedent in Section 3 and that all representations and warranties are true and correct as of Closing, except as disclosed by Seller pursuant to Section 3.1(e), and the facts as contained in such disclosure(s) shall not result, as determined by LWWC in its reasonable judgment, in a material adverse change in the condition of the Assets or business and operations of Seller relating to the Assets.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished LWWC with certified copies of all proceedings of Seller, including signed and certified copies of: (i) the minutes of meetings whereby the transaction hereby contemplated was duly authorized, and (ii) appropriate resolutions and other document(s) authorizing the transactions hereby contemplated, as LWWC reasonably shall require.

5.5 Opinion of Counsel

Counsel for Seller, both the solicitor and bond counsel (if applicable), shall have delivered to LWWC at Closing an opinion of such counsel, in form and substance consistent with that identified as Schedule 5.5.

5.6 Governmental Approvals

LWWC shall timely submit and subsequently receive all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from The Pennsylvania Public Utility Commission (“PUC”) authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) LWWC to provide wastewater service to the residents in the Service Area; (c) Seller to abandon such Service Area and LWWC to assume the ownership and operation of the Assets and to provide wastewater service to the public in the Service Area; and (d) a *Certificate of Public Convenience* from the PUC. Such governmental authorizations, orders, authorizations and approvals by the PUC shall be in form and substance satisfactory to LWWC in its sole discretion and shall survive Closing along with the applicability of LWWC’s *Rules and Regulations* applying to any and all existing and future customers that would receive service from LWWC through the Assets or any extensions thereof.

5.7 Material Damage

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

5.8 Satisfaction of LWWC

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by LWWC in the exercise of its reasonable judgment.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 Seller hereby represents and warrants to LWWC as follows:

- (a) Organization. The Township of Kidder is duly organized, validly existing, solvent, and in good standing under the laws of the State of Pennsylvania.
- (b) Assets Ownership. Seller holds the exclusive right, title and interest to the Assets and facilities comprising the Assets as set out on Schedule 1.1 attached hereto.
- (c) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the Assets as it has been and is now being conducted and to own and operate the Assets. Seller’s current operator of the Assets is Aqua Resources.
- (d) Legal Authority. Seller has the full power and lawful authority to transfer to LWWC the rights, title and interest in and to the Assets.
- (e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority

to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

- (f) No Approvals or Violations. This Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party. The proposed transfer does not violate, conflict with or result in the breach of any term, condition or provision of any instrument, contract, lease, agreement, permit, certificate or other document to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected.
- (g) Party to Decree. With the exception of the *Release and Settlement Agreement* between Seller and Vacation Charters, Ltd., dated November 18, 2010 (copy attached as Schedule 6.1(g)), which will be assigned to Buyer at Closing, Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Assets.
- (h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, (hereinafter referred to as the "**Bonds**"), if any, will be defeased, and any and all liens and encumbrances on the Assets will have been removed. The Defeasance will be done in a proper and lawful manner.
- (i) List of Assets. Schedule 1.1 contains a true and complete list of the Assets.
- (j) Customer Records. The data contained in the customer records provided to LWWC is true and accurate.
- (k) Seller shall cooperate with LWWC and shall use reasonable efforts to help LWWC collect or enforce any rights assigned to LWWC under this Agreement. LWWC acknowledges that Aqua Pennsylvania, Inc. is Seller's current billing administrator.

6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to LWWC as follows:

- (a) Title of Assets. Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests.
- (b) Undisclosed Liabilities. Other than as disclosed herein, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without

limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

- (c) Condition of Assets. All the tangible property included in the Seller's Assets are in good operating condition and repair, are usable in the regular course of business and conform to all applicable laws, ordinances, codes, rules and regulations relating to their construction, use and operation, and are free from any known material defects except such minor defects as do not substantially interfere with the continued use thereof in the conduct of normal operations. Except for latent defects, LWWC is otherwise aware of the current condition of the wastewater system and the personal property comprising the wastewater system.
- (d) No Other Parties. No person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets.
- (e) Adequacy of Rights. All agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. No party is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default there under.
- (f) Adequacy of Property Rights. All leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and with respect thereto, there is no existing default or event which could constitute a default. Seller possesses all property rights necessary to operate the Assets.
- (g) Rights to Facilities. Seller has good and valid rights to occupy and to obtain access to the areas where the discharge lines and other facilities of the Assets are located.
- (h) Pending Litigation. There are no pending claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.
- (i) Threatened Litigation. Other than as previously disclosed to LWWC in writing, to the best of Seller's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

- (j) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Assets.
- (k) Contract with Suppliers. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the Assets, except such contracts that shall not survive Closing. LWWC acknowledges that Seller has notified it that Seller currently has contracts with Caterpillar, Waste Management, Inc., and the electrical provider, none of which shall survive Closing to the extent the terms of said Contract permit termination at or prior to Closing. Seller will cooperate in the transfer of utility service in accordance with Section 2.3 above.
- (l) No Material Change. Within the past two years, Seller has not: 1) made or suffered any amendment or termination of any material agreement, contract, commitment or lease or any governmental permit or authorization to which it is a party or by which it is bound; or 2) canceled, modified or waived any debts or claims held by it; or 3) waived any rights of substantial value.
- (m) No Material Adverse Conditions. There are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.
- (n) Compliance with Law. Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.
- (o) Insurance. Seller has procured and will maintain through the date on which Closing is held its current policies of insurance.

6.3 Except as set forth in Schedule 6.3, Seller hereby represents and warrants to and with LWWC as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To the best of Seller's actual knowledge, Seller has been and is in compliance with: (i) all laws and regulations pertaining to the Assets and (ii) all Environmental Laws (as hereinafter defined). LWWC acknowledges that Aqua Resources is Seller's current Operation's Manager and agrees it is aware of the current status of compliance with the law and environmental conditions except for latent circumstances which may not be evident at the time of this Agreement.
- (b) Adequacy of Permits. To the best of Seller's actual knowledge, after diligent inquiry and investigation, Seller has obtained and continues to possess all permits, licenses,

approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

- (c) Environmental Conditions. Except as previously disclosed to LWWC in writing, to the best of Seller's actual knowledge, following diligent inquiry and investigation, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws. LWWC acknowledges that Aqua Resources is Seller's current Operation's Manager and agrees it is aware of the current status of compliance with the law and environmental conditions except for latent circumstances which may not be evident at the time of this Agreement.
- (d) Compliance with Decrees. Seller has been and is in compliance with all orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

As used in this Agreement, the following terms shall have the following meaning:

The term "**Environmental Laws**" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act ("**CWA**"), also known as the Federal Water Pollution Control Act ("**FWPCA**"), 33 U.S.C. § 1251 *et seq.*, the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act ("**FIFRA**"), 7 U.S.C. §§ 136 *et seq.*, the Safe Drinking Water Act ("**SDWA**"), 42 U.S.C. §§ 300 (f) *et seq.*, the Surface Mining Control and Reclamation Act ("**SMCRA**"), 30 U.S.C. §§ 1201 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 *et seq.*, the Superfund Amendment and Reauthorization Act of 1986 ("**SARA**"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. 6901, the Atomic Energy Act ("**AEA**"), Act of August 30, 1954, Ch. 1073, 68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "**Environmental Condition**" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 Reserved.

### 6.5 No Misleading Statements

No representation or warranty by Seller in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished to LWWC pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact, or fail to state any fact necessary to make any statement herein or therein not misleading.

### 6.6 Documents Produced

Seller will deliver at Closing to LWWC true and complete copies of all the agreements, contracts, commitments, leases, certificates, plans, maps, permits and other instruments, documents and undertakings described in this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES OF LWWC

7.1 LWWC hereby represents and warrants to Seller as follows:

- (a) Organization. LWWC is a corporation duly organized and validly existing and in good standing under the laws of the State of Pennsylvania.
- (b) Due Authorization; Valid and Binding. LWWC has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of LWWC.
- (c) Financial Wherewithal. LWWC has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.
- (d) If this transaction is approved by the PUC, LWWC will adopt and freeze the Kidder Township sewer base rates until at least January 1, 2014.
- (e) LWWC agrees that it will charge no tap fees to any new user of the existing sewer system.
- (f) LWWC agrees that the Seller will be relieved from all future capital improvement expenditures for the sanitary sewer system.

## 8. INDEMNIFICATION

### 8.1 Indemnification of Seller

From and after the Closing, LWWC will reimburse, indemnify and hold Seller and its officials

and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of wastewater service by LWWC for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing;
- (c) the failure of LWWC to perform any of its covenants following Closing;
- (d) LWWC's post-closing conveyance, if any, of grinder pumps and that portion of the customer wastewater lateral between the curb line or edge of road to the street side of the grinder pump to the customer; and
- (e) the enforcement of this Section 8.

#### 8.2 Indemnification of LWWC

From and after the Closing, Seller will reimburse, indemnify and hold LWWC and its affiliates, and their officers, directors and employees, harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any liabilities or obligations of Seller of any nature whatsoever except for those liabilities and obligations of Seller which LWWC specifically assumes pursuant to this Agreement;
- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to LWWC pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;
- (c) the provision of wastewater service by Seller for the period prior to the date of Closing;
- (d) issues of regulatory compliance and claims by third parties for events that are attributable to events that occurred prior to Closing, excluding events disclosed to LWWC in writing prior to Closing, ;
- (e) Seller's failure to perform any of its covenants following Closing;
- (f) Seller's tax liability; and/or

(g) the enforcement of this Section 8.

### 8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

## 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties and agreements set forth herein and therein.

## 10. MISCELLANEOUS

### 10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

### 10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or LWWC.

### 10.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

### 10.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

**If to LWWC:**

Anthony J. Donatoni, President  
 Little Washington Wastewater Company  
 762 W. Lancaster Avenue  
 Bryn Mawr, PA 19010

**With a required copy to:**  
Christopher Luning  
762 W. Lancaster Avenue  
Bryn Mawr, PA 19010

**And a required copy to attorney for LWWC:**  
Stephen McConnell, Esq.  
Reger Rizzo & Darnall LLP  
2929 Arch St., 13<sup>th</sup> Floor  
Philadelphia, PA, 19104-2899

**If to Seller:**  
Township of Kidder  
c/o John P. Finnerty, Manager  
Kidder Township Municipal Bldg.  
PO Box 576  
Lake Harmony, PA 18624

**With Copy To attorney for Seller:**  
Daniel A. Miscavige, Esquire  
67 North Church Street  
Hazleton, PA 18201

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

10.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Pennsylvania without giving effect to any conflicts of laws provisions.

10.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

10.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

#### 10.9 Cooperation/Further Assurances

Seller from time to time after the Closing, at LWWC's request, and without additional compensation, will execute, acknowledge and deliver to LWWC such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as LWWC may reasonably require in order to vest in LWWC, and/or to place LWWC fully in possession of, all of the Assets. Each of the parties hereto, without additional compensation, will cooperate with the other and execute and deliver to the other such instruments and documents and take such actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

#### 10.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

#### 10.11 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

#### 10.12 Risk of Loss

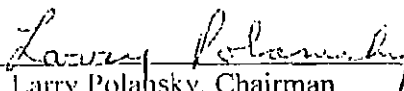
Seller assumes risk of loss in connection with the assets prior to Closing including without limitation, risk of loss from fire and other casualty. In the event of any loss or damage to any of the assets, the purchaser at its option, prior to or at Closing (i) request that the damage asset be replaced or restored to substantially the same condition of the asset as of the date of this agreement; (ii) request an adjustment to the purchase price as can be agreed upon by the parties, or (iii) request the insurance procedures of the Seller and/or other moneys to enable Buyer to make a proper restoration of the asset.

*Balance of page intentionally left blank – signatures appear on following page*

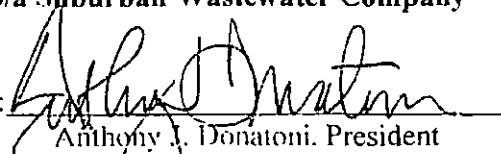
*Signature page – Assets Purchase Agreement*

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

**SELLER: TOWNSHIP OF KIDDER**

By:   
Name: Larry Polansky, Chairman  
Its: Kidder Township Board of Supervisors

**LWWC:  
Little Washington Wastewater Company  
d/b/a Suburban Wastewater Company**

By:   
Anthony J. Donatoni, President

**LIST OF  
SCHEDULES**

<u>Schedule 1.1</u>	List of Assets
<u>Schedule 1.2(d)</u>	Excluded Assets
<u>Schedule 1.4</u>	Assumed Obligations of Buyer
<u>Schedule 5.5</u>	Form of Opinion of Seller's Counsel
<u>Schedule 6.1(g)</u>	Release and Settlement Agreement with Vacation Charters, Ltd.
<u>Schedule 6.2</u>	Exceptions to Seller's Representations and Warranties
<u>Schedule 6.3</u>	Exceptions to Seller's Environmental Representations and Warranties

**LIST OF  
ATTACHMENTS**

<u>Attachment 1</u>	Treatment Facility Plans
<u>Attachment 2</u>	Map of Lake Harmony Sanitary Sewer System
<u>Attachment 3</u>	Plan of Land, buildings and improvements situate at and adjacent to I-80 and Split Rock Golf Course in the Township of Kidder, Carbon County, Pennsylvania consisting of 6.4 acres more or less
<u>Attachment 4</u>	Treatment Facility Plans
<u>Attachment 5</u>	Map of Lake Harmony Sanitary Sewer System Treatment Facility Plans, including Collection Main and Laterals, as well as other related appurtenances
<u>Attachment 6</u>	List of Customer Properties with Pennvest-funded Grinder Pumps

**Schedule 1.1**  
**List of Assets**

**I. TREATMENT FACILITIES:**

1. One (1) Treatment Facility, equipped with (at a minimum) electric power, telephone lines and sewage disposal lines and/or systems, and all other related treatment equipment and processes as identified on the Treatment Facility Plans.

**II. COLLECTION SYSTEM:**

1. All wastewater collection (gravity and/or force) mains and lines, and related appurtenances, including fittings, holding tanks, odor control stations, pump stations (including electric and other utilities, if applicable), manholes (including electric and other utilities, if applicable), effluent discharge lines (including electric and other utilities, if applicable), and laterals (from mains to the curb line or edge-of-road), all of which are depicted on the maps or plans attached hereto at Attachment 2
2. Residential accounts representing approximately 983 EDU's and commercial accounts representing approximately 523 EDU's that coincide with the laterals identified in the foregoing paragraph II (1)
3. A total of 784 Grinder Pumps including that portion of the customer wastewater lateral between the curb-line or edge-of-road to the street-side of the grinder pump; all of which LWWC may in its sole discretion convey to the customer following Closing upon satisfaction of the above-referenced Pennvest indebtedness and release of the Pennvest lien(s). The Grinder Pumps are located within customer properties as noted on Attachment 6 and further identified as follows:
  - (a) Model 2010 – 772
  - (b) Model 2015 – 5
  - (c) Spare (2010) – 7

**III. REAL ESTATE**

1. Fee title to all parcels of land associated with the Treatment Facilities and Collection System, including but not limited to the following:
  - a) Land, buildings and improvements situate at and adjacent to I-80 and Split Rock Golf Course in the Township of Kidder, Carbon County, Pennsylvania consisting of 6.4 acres more or less as set forth more fully in Deed Book 1019, Pages 439 - 453.
  - b) Deeds to 3 parcels obtained for Odor Control Stations:
    - (i) Deed Book 1084, Page 819;
    - (ii) Deed Book 1084, Page 824; and
    - (iii) Deed Book 1084, Page 830
2. Various easements and/or rights of way as required, including permanent and perpetual access (including, but not limited to, pedestrian, vehicular and utilities) to and for the Treatment Facilities and Collection System, including but not limited to the following:
  - a) Easements for any and all components of the Assets located outside of any roads that would be dedicated to any municipal entity.
  - b) Assignment of right-of-way through property of Summit Management Utilities, Vacation Charters and Blue Ridge Real Estate from and included in original purchase of Sewer Plant from Summit Management, including rights set forth in Deed Book 1019, page 439 et seq.;

- c) Right-of-way 432-1 Vacation Charters;
- d) Right-of-way Vacation Charges dated December 5, 1996;
- e) Right-of-way Split Rock Country Club Inc.
- f) Easement – Vacation Charters;
- g) Easement – Lake Harmony Groups;
- h) Easement – Lake Harmony Estates Property Owners;
- i) Easement – Wells/Finkbiner;
- j) Easement – Lipsi;
- k) Easement – Milberg/Leibowitz;
- l) Easement – Oves;
- m) Easement – Blue Ridge Real Estate Company;
- n) Assignment of all Grinder Pump Easements from individual property owners to the Township of Kidder; and
- o) Right-of-way on existing Township streets.

#### IV. MISCELLANEOUS:

1. Assignment of any and all manufacturer's warranties for the Assets;
2. Any and all permits associated with the Assets, including Assignment of NPDES required permits;
3. Billing records, including a list of the names and addresses of all wastewater customers at the time of Closing;
4. Maps and/or Plans of the existing Assets in place at the time of Closing;
5. Keys to any and all buildings included as components of the Assets;
6. Release and Settlement Agreement with Vacation Charters, Ltd. also attached at Schedule 6.1(g);
7. Copies, of the originals, of all agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, and other instruments belonging to Seller that are part of or related to the Assets; and
8. All machinery, equipment and other tangible property, personal property, including tools, supplies, inventories and customer records and contracts, financial records, engineering drawings, vendor contracts, environmental reports and all other records necessary to the continued operation of the Assets;
9. Fixtures, tangible personal property and equipment as existing on the aforesaid site as of the date of this Agreement; and
10. Accounts Receivable existing as of the twenty-first (21<sup>st</sup>) day after the Closing Date for wastewater service to residents and other customers within Kidder Township, as well as all and any liens.

**Schedule 1.2(c)**  
**Excluded Assets**

**Schedule 1.4**  
**Assumed Rights**

1. Seller shall assign to LWWC Seller's right to collect the payments still to be made by the Plaintiff to Kidder Township under paragraphs nine and ten of that certain *Release and Settlement Agreement* entered by and between Vacation Charters LTD as Plaintiff and Kidder Township pursuant to the civil action filed in the Court of Common Pleas of Carbon County, Pennsylvania at Docket No. CV-07-4079, a copy of which *Release and Settlement Agreement* is attached hereto. Seller represents that as of the date of this Agreement said remaining payments total \$225,000.00. LWWC has had full opportunity to fully investigate and become familiar with the terms and conditions of this agreement and, as such, agrees to execute the appropriate document or documents at Closing so as to release, indemnify and hold harmless Seller as well as its Board of Supervisors, agents, employees, representatives, personal representatives and assigns from all claims, suits, causes of action and judgments or demands of any kind arising out of the agreements with Summit Management and Vacation Charters. Such documents shall be acceptable to the parties and their respective counsel and include all relevant agreements.
  
2. Seller shall execute all relevant transfer forms such that any permits associated with the Assets shall transfer to LWWC immediately upon Closing. Such transfer forms will be completed by LWWC and executed by the parties at Closing and subsequently filed by LWWC with the appropriate regulatory agencies.

**Schedule 5.5**

Proposed Opinion Letter – subject to revision

[LETTERHEAD]

\_\_\_\_\_, 2012

Little Washington Wastewater Company  
762 West Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010

Dear Sirs:

I have acted as counsel to the Seller in conjunction with the Assets Purchase Agreement dated as of \_\_\_\_\_, 2012 (the "**Agreement**") between Kidder Township ("**Seller**") and Little Washington Wastewater Company ("**LWWC**"). The Agreement provides for LWWC to acquire from Seller the Seller's wastewater system assets situated in Kidder Township, Carbon County, Pennsylvania (collectively herein called the "**Assets**").

I have examined the Agreement and the certifications, documents and instruments delivered pursuant thereto. I have also examined original copies, certified copies and file copies of records, agreements, instruments, certificates of public officials and officers and other documents relating to the Assets.

Based upon the foregoing, to the best of my knowledge, I am of the opinion that:

- (a) Seller is a township of the second class, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- (b) Seller owns the Assets and the wastewater system assets and is operating the wastewater system currently in the same manner in which it has been operated since Seller acquired the wastewater system assets in 2002.
- (c) Neither the execution and delivery of the Agreement by Seller, nor consummation and performance of the transactions contemplated thereby results in a violation of any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality which is applicable to Seller.
- (d) The execution and delivery of the Agreement and the performance of the transactions contemplated hereby do not violate, conflict with or result in the breach (with or without the giving of notice or lapse of time or both) of any term, condition or provision of any partnership or operating agreement, or any instrument, contract, lease, agreement, permit, certificate or other document to which Seller is a party, or is otherwise bound or affected, or by which any of Assets may be bound or affected.
- (e) Seller has full power, authority and legal right to sell, convey, assign, transfer and deliver the Assets to LWWC as provided in the Agreement.

- (f) All proceedings required to be taken by the Seller to carry out the Agreement, and to authorize the Seller to sell, convey, assign, transfer and deliver to LWWC the Assets pursuant to the Agreement have been or will be duly and properly taken.
- (g) The Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms of the Agreement.
- (h) The instruments delivered by Seller to transfer the Assets to LWWC have been duly authorized, executed and delivered, are legal, valid and binding in accordance with their terms.
- (i) There is no action, suit, or proceeding pending or, to the knowledge of the undersigned, threatened against or affecting Seller before or by any court, administrative agency, or other governmental authority which brings into question the validity of the transactions contemplated by the Agreement.
- (j) LWWC is expressly permitted to install, maintain, repair and replace the sanitary sewer lines under, through, and along the public streets, roads and alleys within Kidder Township.

The opinions expressed herein are limited to matters of federal law and the laws of the Commonwealth of Pennsylvania. This opinion is provided to LWWC solely for the purpose of complying with Seller's obligations under the Agreement. This opinion is given for LWWC's use and benefit, and, except as may be otherwise permitted by law, may not be relied upon by any other person without the prior written consent of the undersigned.

Sincerely yours,

[Attorney for Seller]

**Schedule 6.1(g)**  
***Release and Settlement Agreement with***  
**Vacation Charters, Ltd., dated November 18, 2010**

IN THE COURT OF COMMON PLEAS OF CARBON COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

VACATION CHARTERS LTD.,  
SPLIT ROCK COUNTRY CLUB,  
INC., SUMMIT MANAGEMENT &  
UTILITIES, INC.,

Plaintiffs

Docket No.: CV-07-4079

vs.

KIDDER TOWNSHIP,

Defendant

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

*THIS RELEASE AND SETTLEMENT AGREEMENT* is made and entered into by and between **VACATION CHARTERS LTD., SPLIT ROCK COUNTRY CLUB, INC.,** and **SUMMIT MANAGEMENT & UTILITIES, INC.** for themselves and for the benefit of their officers, agents, shareholders, subsidiaries, successors and assigns, (hereinafter referred to as "Plaintiffs") and the **TOWNSHIP OF KIDDER**, for itself and for the benefit of its officers, agents, employees, elected officials and insurers (hereinafter referred to collectively as "Defendant").

*WHEREAS*, the Plaintiffs have presented a claim against Defendants arising from a certain Asset Purchase Agreement and also the circumstances of Defendant providing sanitary sewer service to certain properties of the Plaintiffs which claims are the subject of the above captioned matter in the County of Carbon, Pennsylvania (the "Lawsuit"); and

*WHEREAS*, the Defendant has filed a counter-claim enumerating and specifying certain claims for monetary damages against the Plaintiffs herein to the same term and number (also included in the definition of the "Lawsuit"); and

*WHEREAS*, the Plaintiffs and Defendant desire to settle the matter as asserted in the Lawsuit, the parties enter into this Release and Settlement Agreement according to the following terms:

1. Each party hereto shall bear all attorneys fees and costs arising from their actions or the actions of their own counsel in connection with the Lawsuit and with this Release and Settlement Agreement.
2. The parties hereto acknowledge for themselves and their officers, elected officials, shareholders, employees, insurers, assigns and successors, and any related entities, that this Release and Settlement Agreement is a release of all the claims asserted in the Lawsuit. The parties further agree that the promises, conditions and covenants as set out herein are sufficient consideration and that this Release and Settlement Agreement effects a full and final complete compromise of all matters involving disputed issues of law and fact asserted in the Lawsuit. The parties fully assume the risk that the facts or the law may be otherwise than what they believe.
3. Upon execution and adoption of this Release and Settlement Agreement by the parties hereto counsel for the parties each will deliver to opposing counsel an executed Praecipe to Settle, Discontinue and End with prejudice the Lawsuit, including the Complaint and the Counter Claim.
4. The parties represent and warrant that no other person or entity not a party to this Release and Settlement Agreement has had any interest in the claims, demands, obligations or causes

of action asserted in the Lawsuit; that the parties have the sole and exclusive right to enter into and be bound by the terms and provisions of this Release and Settlement Agreement; to make payment of or receive the sums specified in it; and that the parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release and Settlement Agreement.

5. The parties agree and acknowledge that the promises, covenants, conditions and sums specified in this Release and Settlement Agreement are accepted as a full and complete compromise in all matters asserted in the Lawsuit. Payment of the sums by any party as set out in this Release and Settlement Agreement, and the adoption of action by either of the parties as required under the terms and provisions of this Release and Settlement Agreement and the negotiations for this settlement (including all statements, admissions or commissions) by the parties or their attorneys or representatives shall not be considered admissions of fault or wrongdoing by any of the parties.
6. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the officers, shareholders, subsidiaries, agents, employees, elected officials, insurers, executors, administrators, personal representatives, heirs, successors and assigns of each. The parties specifically acknowledge there are no other understandings or agreement verbal or otherwise in relation thereto between the parties to this Release and Settlement Agreement. The parties agree that this Release and Settlement Agreement may not be modified orally but may be modified only by a written agreement.
7. In entering into this Release and Settlement Agreement, the parties hereto have relied upon their respective counsel for legal advice; for the Plaintiffs, Jane Maughan, Esquire and James Nanovic, Esquire; for the Defendant, Anthony R. Sherr, Esquire; Gretchen D. Sterns,

Esquire, and Daniel A. Miscavige, Esquire, who are counsel selected by the parties hereto. The terms of this Release and Settlement Agreement have been completely read and explained to the parties by their counsel; those terms and conditions and the legal effect thereof have been fully understood and voluntarily accepted by them.

8. The parties hereto enter this Release and Settlement Agreement in the Commonwealth of Pennsylvania, the situs being the County of Carbon, and said documents shall be construed and interpreted in accordance with the Law of the Commonwealth of Pennsylvania.
9. Plaintiffs agree to pay the Defendant the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) which sum is acknowledged to be a compromise amount of the Claim of the Defendant for *tapping fees, user fees and for delinquent user fees for sewage treatment* at the public sanitary sewer system owned and operated by the Defendant, for all sums due for the period from January 1, 2002 through and including June 30, 2010. The parties acknowledge that this sum shall be considered a municipal debt for services provided by the Defendant Municipality and shall be accorded all such priority and status as a municipal debt.
10. The parties agree that the principal amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) will be paid by the Plaintiffs to the Defendant, without interest, over a ten (10) year period commencing January 2, 2012 and terminating January 2, 2021. Each payment shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and shall be due on January 2nd of each year commencing January 2, 2012. Defendant shall provide Plaintiff with a notice, no later than December 20<sup>th</sup> each year, of the upcoming payment due on the upcoming January 2<sup>nd</sup>; however, the failure of the Defendant to provide said notice does not relieve Plaintiffs of the obligation to make timely payment as provided herein. Any

payments made later than 10 days after the 2nd day of January in any year in which they are due shall bear interest at the rate of ten (10%) percent per annum. In addition, any such delinquent amounts shall also accrue charges which the Defendant may incur for reasonable attorney fees, court costs and other costs of collection of said monies. The Plaintiffs agree that such additional costs, attorney's fees and collection fees and interest shall have the same status for collection and lien purposes as the principal amount due.

11. The parties agree that none of the Plaintiffs' obligations under the terms of this Release and Settlement Agreement are intended to be affected by a discharge in Bankruptcy. The parties further specifically intend that the Plaintiffs' obligations under the terms of this Release and Settlement Agreement shall be non-dischargeable and not subject to discharge in Bankruptcy due to the nature of the municipal obligation and further that it is substantive and primary consideration for the Plaintiffs' obligations under the terms and conditions of the Release and Settlement Agreement.
12. Effective July 1, 2010, and based on all the currently existing improvements at the premises owned, operated and or occupied by the Plaintiffs, Plaintiffs will be obligated to pay Defendant sewage treatment user fees, which will be billed at a basis of 430 EDUs according to the following schedule of EDU's.

Location	EDU
Lodge	32
Cove Cottage	1
Pavillion	1
Lebanon Cottage	1
Westwood	90
Galleria	115
Forest Inn	3
Mini Golf	1

Location	EDU
Cope Cottage	1
Accounting	4
Time Share Sales	3
Purchasing	1
Resort Maintenance	2
Golf Maintenance	2
East Gate	1
Cart Barn	1
Water Park	30
Willowbrook	128
Club House	13
<b>TOTAL</b>	<b>430</b>

The parties acknowledge that 320 units have been approved for construction at Willowbrook; that 192 units remain to be built and that 128 units presently are completed. The parties acknowledge that both built and unbuilt units have two bedrooms and a construction design that permits Plaintiffs to sell each unit as two separate spaces by a lock out door that cuts the unit into two. Notwithstanding this lock out design, the parties agree that each of the 320 Willowbrook units are one EDU.

13. Defendant shall issue regular quarterly billing in the regular billing cycle as maintained and utilized by the Defendant Township to Vacation Charters Ltd., with billing detailed on five (5) separate bills separated as follows:
- a. Westwood Condominium Association, Inc. ( 90 EDU);
  - b. Willowbrook at Lake Harmony (128 EDU);
  - c. The Galleria and the Water Park (145 EDU);
  - d. Split Rock Country Club, Inc. (for the Clubhouse and the Cart Barn) (14 EDU);

c. All the remaining uses of the Plaintiffs (53 EDU).

The parties agree that such billing shall be at the quarterly rate for billing as established from time to time by the Board of Supervisors of the Township Kidder or its successor. Any future EDUs added to the system by the Plaintiffs shall be billed at the then existing quarterly user rate as established by the Defendant or its successor. In the event that Defendant issues a new or revised user fee ordinance in the future, or in the event that any successor to Defendant seeks or establishes a rate change on user fees, Plaintiffs retain their right to challenge any new user fee ordinance, resolution or rate change in accordance with Pennsylvania law relating to the rights of users to challenge revised user fees or rate changes; however, Plaintiffs shall not have the right to challenge the Defendant or its successor's right to charge Plaintiffs a user fee. Plaintiffs acknowledge that in the event they or any of them challenge a new or revised user fee ordinance, they remain obliged to make all payments required under this Release and Settlement Agreement and all then-existing user fees pending the outcome of their challenge.

14. Commencing July 1, 2010 the rate for tapping fees for Plaintiffs' new connections for any additional EDU's shall be Two Thousand Dollars (\$2,000.00) per EDU. This rate is agreed to in consideration of the ownership by Plaintiffs at their premises of certain improvements consisting of collection lines, pumping stations, laterals, force mains and transmission lines and the Plaintiffs' permitting the passage of sewerage through said improvements to the Defendant's sewer system. This tapping fee rate is and shall be based on a capacity part calculation only, and does not and shall not include other calculations or parts. The parties agree that the future tapping fees assessed to Plaintiff shall be subject to changes in the tapping fee as adopted from time to time by the Board

of Supervisors or their successors for tapping fees for connection to the Township sanitary sewer system. Any future changes in the tapping fee as calculated by the Engineer of the Defendant Township or its successor shall include a sub-calculation reflecting a capacity only charge for Plaintiff. Plaintiffs retain their right to challenge any future tapping fee rate, rate setting procedure, ordinance or resolution in accordance with Pennsylvania law regarding the rights of individuals and entities to challenge tapping fees. However, Plaintiffs shall not have the right to challenge the Defendant or its successor's right to charge Plaintiffs a tapping fee. Plaintiffs remain responsible for all construction required to construct lateral connections from any new or improved facility to the sewer system. Plaintiffs acknowledge that in the event they or any of them challenge a new or revised tapping fee ordinance, they remain obliged to make all payments required under this Release and Settlement Agreement and all then-existing tapping fees pending the outcome of their challenge.

15. At the 2011 Organizational Meeting of the Board of Supervisors of the Defendant, the Defendant will establish a Sanitary Sewer Committee which shall advise the Board of Supervisors on matters related to the maintenance and operation of the Sewer Plant and Sewer System. The Committee shall consist of a minimum of five (5) or maximum of seven (7) members at the sole discretion of the Board of Supervisors. In the event the Board of Supervisors elects a five (5) member Committee, Vacation Charters Ltd., or its successors shall have the right but not the obligation to name a maximum of two (2) members to the Committee; if a seven (7) member Committee is created by the Board of Supervisors, Vacation Charters Ltd., or its successors shall have the right but not the obligation to name a maximum of three (3) members. The Defendant anticipates an

adoption of an Ordinance substantially in the form that is attached hereto and marked as Exhibit "A".

16. In the event that the Defendant Township has not substantially initiated required statutory or other regulatory procedures necessary to effect the sale, transfer or conveyance of the Sewer Plant and Sewer System currently maintained by the Defendant by June 30, 2014, the Board of Supervisors of the Defendant shall initiate procedures required by statute or regulation to establish a Sewer Authority. The intent of establishment of said Sewer Authority shall be to accept transfer of assets, obligations, operations and maintenance of the Sewer Plant and the Sewer System from the Township to the Authority. The obligation of Defendant herein is subject to existing laws, statutes, regulations as well as any limitations or restrictions as existing or may be imposed by any borrowing entity holding outstanding indebtedness from the Township by reason of the maintenance and operation of the Sewer Plant or the Sewer System.
17. The parties previously entered into an Asset Purchase Agreement with respect to the sale of the Sewer Plant and other improvements to the Defendant, certain provisions of which survived the sale of the Sewer Plant. This Release and Settlement Agreement supersedes all Asset Purchase Agreements entered into by the parties at any time and the parties agree that all such previously executed Asset Purchase Agreements are now null and void.
18. The parties acknowledge that through the Asset Purchase Agreements, the Defendant purchased from the Plaintiffs and owns:
  - a. Land, buildings and improvements situate at adjacent to I-80 and Split Rock Golf Course in the Township of Kidder, Carbon County,

Pennsylvania consisting of 6.41 acres more or less, conveyed in the Deed dated April 30, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon, at Book 1019 Page 442.

- b. Fixtures, tangible personal property and equipment as existing on the aforesaid site as of April 30, 2002;
- c. Certain Inventory listed below, as previously set out in Exhibit B to the Asset Purchase Agreements:

Physical Inventory of Summit Management and Utilities

Tankage	One - bar screen and 12 inch comminutor
	One - 38,500 gallon scum retention / distribution tank
	Two - 75,000 gallon SBR's
	One - 75,000 gallon sludge holding tank
	One - 75,000 gallon decant equalization tank
	One - 600,000 gallon gpd chemical treatment unit
	One - 600,000 gallon gpd ABW sand filter
	One - 22,130 gallon chlorine contact tank
Compressors	Three - Roots 76 U-RA1 20 hp
	Two - Roots 68 U-RA1 20 hp
	Two - Roots 47 U-RA1 15 hp
	Two - Roots 45 U-RA1 7 hp
	Four - Roots 33 U-RA1 5 hp
Emergency Power	One - Kohler 200KW diesel generator
	One - 800 amp automatic switchgear
Chemical Feed	Two - 400 gallon day tanks
Equipment	
	Two - W-T44-747 Metering pumps
	Two - W-T two cylinder scales for 150 lb cylinders
	Two - W1 V75VA5 v-notch chlorinators

	One - Eagle electronic scale for two one ton cylinders
	One - Spanco 2 ton rolling gantry with one ton cylinder lifting bar
Flow Metering	One - EIT model 7960 ultrasonic flow meter with 7 day recording chart

- d. Certain right-of-ways for sewer transmission lines as more particularly described in the Deed dated April 30, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon at Book 1019 Page 443, and in the General Grant of Easement dated June 20, 2002, recorded in the Office of the Recorder of Deeds in and for the County of Carbon at Book 1063 Page 327.
- e. Certain transmission lines of existing customers, a list of such transmission lines and existing customers being previously identified as Exhibit "D" to the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit B to this Release and Settlement Agreement.
19. Subject to the rights granted Defendant in the Deed of Easement and General Grant of Easement identified above, the Plaintiffs retain ownership of all collection lines, pumps, pumping stations, laterals and transmission lines located at the premises owned by the Plaintiffs not conveyed to Defendants, including but not limited to the small pumping station and force main servicing Split Rock Lodge.
20. As was previously provided in the Asset Purchase Agreements, and according to the terms set out below, in the event the Plaintiffs wish to continue to utilize effluent for

spray irrigation during the months of May through October of any year, Defendant and its successors and or assigns remain obligated to make available to Plaintiffs treated effluent at the sewer plant. Any pumping required will be at the sole expense of Plaintiffs. Any operating expenses related to pumping will be paid by the Plaintiffs; however, Plaintiffs shall obtain and bear the cost related to obtaining any permits required for such use. All sewage effluent shall be treated to standards required by the Pennsylvania DEP permit and will be made available by Defendant for spray irrigation of the golf courses owned by Vacation Charters, Ltd., or Split Rock Country Club, Inc., and their subsidiaries or any other successors or assigns during the period of time identified above. Any and all additional costs attributable to Plaintiffs' request for treated sewage effluent to be made available by Defendant for spray irrigation for the aforesaid golf courses (e.g., legal, engineering, etc.) shall be paid by Plaintiffs and/or the owners of the golf courses. These costs shall not include costs associated with the distribution of sewage effluent not attributable to spray irrigation of the golf courses.

21. Until April 30, 2012, Defendant and its successors and or assigns shall reserve capacity for Plaintiffs, their successors, subsidiaries or assigns, at the sewage treatment facility as follows:
- a. 53 EDUs to Summit Management and Utilities, Inc., and its related companies or their subsidiaries or assigns;
  - b. One EDU per lot for any lots remaining of the 90 lots at Split Rock Golf Course;
  - c. 192 EDUs for the remaining Willowbrook Condominium development.

Any reserve capacity not utilized by April 30, 2012, shall no longer be made available

without additional charge or maintained without additional charge and the Defendant or said assignee shall have no further obligation to maintain further reserves for the Plaintiffs or its subsidiaries or related companies.

22. Plaintiffs will pay for any new lateral attachment to existing lines or extensions of existing lines that may be necessary to serve any new development.
23. Plaintiffs' entities hereby represent that they have taken appropriate corporate action to endorse, enter into and be bound by the terms, conditions and provisions of this Release and Settlement Agreement and that the undersigned are fully authorized by the Plaintiffs entities to endorse and execute this Release and Settlement Agreement on behalf of all Plaintiffs herein.
24. Defendant, Township of Kidder, has duly adopted and ratified the terms and conditions of this Release and Settlement Agreement at a regular meeting of the Board of Supervisors of the Township of Kidder held on the 18<sup>th</sup> day of November, 2010 by a Vote of

5 Yes 0 No 0 Abstained 0 Absent.

**CAUTION**

**READ BEFORE SIGNING THIS IS A RELEASE OF YOUR CLAIMS**

Vacation Charters, Ltd.

By: Thomas W. Del Rosso Pres

Attest: Jaqueline Burge, Sec.

Split Rock Country Club, Inc.

By: Walter L. Lakin Pres.

Attest: St. Sec.

Summit Management & Utilities, Inc.

By: Walter L. Lakin Pres.

Attest: St. Sec.

Township of Kidder

By: Larry Polansky  
Chairman

Attest:

J. K. Smith  
Secretary

Exhibit "A"

ORDINANCE NO.: \_\_\_\_\_

**AN ORDINANCE ADOPTED BY THE BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF KIDDER ESTABLISHING A SANITARY SEWER ADVISORY  
COMMITTEE AND ALL DETAILS RELATED THERETO**

**Section 1. Establishment**

A Sanitary Sewer Advisory Committee is hereby established by the Township of Kidder, Carbon County, Pennsylvania.

**Section 2. Purpose**

The purpose of the Sanitary Sewer Advisory Committee shall be to advise the Board of Supervisors on matters related to and dealing with the operation and maintenance of the Sewer Plant and Sanitary Sewer System currently maintained by the Board of Supervisors of the Township of Kidder.

**Section 3. Membership**

A. The Sanitary Sewer Advisory Committee shall be composed of five (5) members of the Township of Kidder who shall be appointed by the Board of Supervisors. It is acknowledged that two (2) members of the Committee may be appointed by Vacation Charters Ltd. or its successors. In the event that the said Vacation Charters Ltd. or its successors do not provide written notification of its nominees within thirty (30) days of adoption of this Ordinance or vacancies of such positions hereunder the Board of Supervisors may fill those positions with appointees of their choosing. The remaining three (3) members shall be appointed by the Board of Supervisors.

B. The Board of Supervisors shall fill all vacancies subject to the preceding paragraph.

#### **Section 4. Terms of Office**

A. Members of the Sanitary Sewer Advisory Committee (henceforth Committee) shall serve for a term of four (4) years except the initial appointment shall be so staggered that approximately one-fourth (1/4) of the membership shall expire each year and the terms of their successor shall be four years each.

B. Membership of two (2) members shall expire December 31, 2011; one (1) member shall expire December 31, 2012; one (1) member shall expire December 31, 2013 and one (1) member shall expire on December 31, 2014.

C. Members may resign at any time with written notice to the Board of Supervisors. Members whose terms will expire may request reappointment by written request to the Board of

Supervisors at least one month prior to the expiration of their term.

D. Members may be removed by the Board of Supervisors, with or without the recommendation of a majority of the other members, for malfeasance or neglect in the performance of their duties. Failure to attend either three (3) consecutive regularly scheduled meetings or four (4) regularly scheduled meetings during a twelve-month period shall constitute neglect.

E. The Board of Supervisors, subject to Section 3 (A) of this Ordinance, shall appoint successors for members who resign or are removed to serve for the remainder of the term of the member or members.

**Section 5. Compensation**

Members of the Committee shall receive no compensation for their services, but they may be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties, provided that the expenses have the prior approval of the Board of Supervisors.

**Section 6. Powers of the Committee**

The Sanitary Sewer Advisory Committee shall have the following powers:

A. To identify potential problems or difficulties and recommend plans and programs to the Board of Supervisors for the operation and maintenance of the Sewer Plant and Sanitary Sewer

System.

B. To make recommendations to the Board of Supervisors of the Township of Kidder.

C. To perform any other duties assigned to it by the Board of Supervisors but not to exercise any powers or perform any duties which by law are conferred or imposed upon a state agency or the Township entity itself.

**Section 7. Organization and Meetings**

A. The Chairman of the Committee shall be appointed annually by the Board of Supervisors; the Committee may select its own Vice Chair and Secretary.

B. The Committee shall meet at least quarterly and at other times as directed by the Board of Supervisors. Said meetings shall be advertised and open to the public.

C. The Committee shall keep written records of its meetings and activities and shall make an annual report to the Board of Supervisors which shall be made known and available to the public.

**Section 8. Appropriations**

The Board of Supervisors may appropriate funds for the expenses incurred by the Committee in accordance with an annual budget. Appropriations may be expended for such administrative, clerical, and printing as may from time to time be required and approved by the Board of Supervisors and shall be within the limits of the annual budget.

**Section 9. Effective Date**

The effective date of this Ordinance shall be the date of adoption as set out herein.

Duly adopted by the Board of Supervisors of the Township of Kidder, County of Carbon and Commonwealth of Pennsylvania at the reorganization meeting of the Board of Supervisors held the \_\_\_\_\_ day of January, 2011 by a Vote of:

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ Abstained    \_\_\_\_\_ Absent.

Kidder Township  
Board of Supervisors

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

Attest:

\_\_\_\_\_

Secretary

Schedule of Property Owners  
Village Greens, Split Rock  
Sections F & G

Property Number	Owner-1	Mailing Address	City	State	ZIP
F-003 -01	RICHARD K FINKBINER	P.O. BOX 82	LAKE HARMONY	PA	18624
F-004 -01	MR EDGAR PUTMAN/FAWKES	BOX 7014	NEW HOPE	PA	18938
F-005 -01	MR MARIO BASCIANI	8876 GAPNEWPORT PK	AVONDALE	PA	19311
F-006 -01	M/M THOMAS LEIGHTON	138 RELIANCE DRIVE	WILKES-BARRE	PA	18702
F-009 -01	MR EDGAR PUTMAN/FAWKES	BOX 7014	NEW HOPE	PA	18938
F-010 -01	CARL AND ARLENE GEIGER	C/O PRINCETON CONS. CO.	BRIELLE	NJ	08730
F-011 -01	M/M DONALD BENNER	BOX 697	LAKE HARMONY	PA	18624
F-012 -01	M/M STEVEN J McGARY	331 PATIO VILLAGE TERRACE	FORT LAUDERDALE	FL	33326
F-013 -01	M/M JOHN SCHOELLER	280 BIERY'S BRIDGE ROAD	BETHLEHEM	PA	18017
F-014 -01	M/M STEVEN J McGARY	331 PATIO VILLAGE TERRACE	FORT LAUDERDALE	FL	33326
F-015 -01	CARL GEIGER	P.O. BOX 685	BRIELLE	NJ	08730
F-016 -01	M/M JOHN A CARNOCHAN	P.O. BOX 717	LAKE HARMONY	PA	18624
F-017 -01	KATHLEEN BENYO	6020 6TH STREET	WEATHERLY	PA	18255
F-018 -01	M/M RONALD B. AVRICH	1245 GRENOBLE ROAD	IVYLAND	PA	18974
F-019 -01	M/M WILLIAM M. ANDERSON	3225 PAULINE DR.	CHEVY CHASE	MD.	20815
F-020 -01	MR ROBERT McKEE	1106 ASHRIDGE CT	AMBLER	PA	19002
F-021 -01	M/M WILLIAM KERNS	PO BOX 322	HARVARD	MA	14510
F-022 -01	MICHAEL WIEDER	P.O. BOX 485	REVERE	PA	18953
F-023 -01	MICHAEL WIEDER	PO BOX 485	REVERE	PA	18953
F-024 -01	JOHN D HURLEY SR	1074 BEECH HOLLOW RD	AMBLER	PA	19002
F-025 -01	M/M RICHARD R KITCHIN JR	623 NIBLICK LANE	WALLINGFORD	PA	19086
F-026 -01	MR JOHN W LUTZ	5537 LORETTO AVENUE	PHILADELPHIA	PA	19124
F-027 -01	M/M HERBERT E. KITTNER	104 HALF MOON CIRCLE	LANTANA	FL	33462
F-028 -01	MR JAMES F ZISA	101 MARILYN PLACE	CLIFTON	NJ	70113
F-029 -01	M/M W. DAVID CAREW	P.O. BOX 355	LAKE HARMONY	PA	18624
F-030 -01	JOHN J DUKE	PO BOX 523	LAKE HARMONY	PA	18624
F-031 -01	DAVID A. LONDON	PO BOX 502	LAKE HARMONY	PA	18624
F-032 -01	DAVID A. LONDON	P.O. BOX 502	LAKE HARMONY	PA	18624
F-033 -01	M/M BRIAN ZAVITSKY	188 APPLGATE DRIVE	WEST CHESTER	PA	19382
F-034 -01	GREGORY & ANN BARD	2520 OCEAN AVENUE	BROOKLYN	NY	11229
F-035 -01	CHARLES S MCALEER	4 LANTERN LANE	WILMINGTON	DE	19810
F-036 -01	M/M JAMES H. DAVIS	P. O. BOX 706	LAKE HARMONY	PA.	18624
F-037 -01	WILLIAM R WALSH	138 FORSYTHIA DRIVE S	LEVITTOWN	PA	19056
F-038 -01	TRACEY A GORYEB	P.O. BOX 715	LAKE HARMONY	PA	18624
F-039 -01	ANTHONY D'AGOSTINO	1155 LANCASTER AVENUE	BERWYN	PA	19312
F-040 -01	MR EDGAR PUTMAN/FAWKES	3472 INDIAN SPRING RD	DOYLESTOWN	PA	18901
F-043 -01	JEFFREY LONG	1 ASA STREET	MONTVILLE	NJ	07045
F-044 -01	MS PATRICIA J WURSTER	82 EMERALD AVENUE	WESTMONT	NJ	08108
F-045 -01	M/M THOMAS TUMMINELLO	PO BOX 750	LAKE HARMONY	PA	18624
F-047 -01	WILLIAM R. WALSH	138 FORSYTHIA DRIVE SOUTH	LEVITTOWN	PA	19056
F-048 -01	M/M ANTON J. LEPLER	P.O. BOX 302	ALBRIGHTSVILLE	PA.	18210
F-049 -01	LAWRENCE C PETERSON	PO BOX 772	LAKE HARMONY	PA	18624
F-050 -01	MATTHEW GOLDBERG	612 VALE DRIVE	MORGANVILLE	NJ	7751
F-051 -01	JOSEPH MAIORANO	11 EAST MACON AVENUE	STATEN ISLAND	NY	10308
F-052 -01	JAMES J BOYLE	PO BOX 14	LAKE HARMONY	PA	18624
F-053 -01	DARREN K. INDYKE	301 EAST 66TH STREET	NEW YORK	NY	10021
F-054 -01	KENNETH ANDERSON	567 BERNITA DRIVE	RIVER VALE	NJ	07675
F-055 -01	VICTOR E PAUL	PO BOX 729	LAKE HARMONY	PA	18624
F-056 -01	JOSEPH G BANYAS	BOX 655	LAKE HARMONY	PA	18624

Schedule of Property Owners  
Village Greens, Split Rock  
Sections F & G

Property Number	Owner-1	Mailing Address	City	State	ZIP
F-057 -01	LEON KOPEC	229 BITTERSWEET DR.	HERSHEY	PA	17033
F-058 -01	PATRICIA NATAFALUSY	PO BOX 775	LAKE HARMONY	PA	18624
F-059 -01	JOHN F. LAGO	P.O. BOX 764	LAKE HARMONY	PA	18624
F-060 -01	KEVIN DRAGAN	156 WASHINGTON ST.	JERSEY CITY	NJ	07302
F-061 -01	M/M DANIEL MCDONALD	497 GOLDEN GATE DRIVE	RICHBORO	PA	18954
F-062 -01	M/M RUDY T. LEE	3 DREW CIRCLE	NEWTOWN SQUARE PA.		19073
F-063 -01	FRANK JACKSON	PO BOX 246	LAKE HARMONY	PA	18624
F-064 -01	ROBERT A. LENGLE	3105 JOCKEY HOLLOW DRIVE	TOMS RIVER	NJ	08755
F-065 -01	MR/MRS BRADLEY GRISSINGER	535 RANKING AVENUE	ERIE	PA	16511
F-066 -01	WILLIAM J FASCHING	1725 33RD STREET, SW	ALLENTOWN	PA	18103
F-067 -01	MR/MRS NALLY	PO BOX 205	LAKE HARMONY	PA	18624
F-068 -01	JOSEPH MCALEER	812 LAUREN LANE	HATFIELD	PA	19440
F-069 -01	M/M CARL GEIGER	P.O. BOX 685	BRIELLE	NJ	87300
F-070 -01	M/M THOMAS L MOSTELLER	1872 RAMPART LANE	LANSDALE	PA	19446
F-071 -01	FRANK F SQUINDO	233 ADELIN AVE	S PLAINFIELD	NJ	07080
F-072 -01	ROMERO DAGOSTINO, TRUSTEE	40 PINESIDE DRIVE	PERKASIE	PA	18944
G-001 -01	BARBARA J. KALINS	PO BOX 700	LAKE HARMONY	PA	18624
G-002 -01	BARBARA J. KALINS	PO BOX 700	LAKE HARMONY	PA	18624
G-006 -01	MICHELLE FAMILY PARTNERS	14 AARON AVENUE	HOWELL	NJ	07731
G-008 -01	M/M LEONARD A. KRAUS	104 GEORGETOWN ROAD	TURNERSVILLE	NJ	08012
G-009 -01	M/M MATTHEW DEMBINSKI	PO BOX 814	POCONO PINES	PA	18350
G-010 -01	M/M BRUCE D. RETTEW	840 NORTH MAPLE STREET	EPHRATA	PA	17522
G-014 -01	M/M RUDY T. LEE	3 DRAW CIRCLE	NEWTOWN SQUARE PA		19073
G-023 -01	M/M JEFF LUTZ	PO BOX 375	LAKE HARMONY	PA	18624

Note A: Section F lots 1,2,7,8 and 46 are part of golf course.

Note B: Section F lots 40,41 and 42 have been combined into Lot 40.

**SUMMIT MANAGEMENT AND UTILITIES, INC.**

P.O. BOX 592  
LAKE HARMONY, PA 18624  
(717) 722-9111  
FAX (717) 722-8608

**Sewer Connections For Vacation Charters**

- 3- Duplex Cottages on Lodge Hill Drive (6 units)
- 4- Moseywood Villas (8 units)
- Ski Area building
- Forest Inn
- The Lodge
- Galleria
- Golf Maintenance Building
- Golf Pro Shop
- Maintenance Building
- Upholstery Shop
- Westwood Sales Building
- Westwood Sales Annex
- Laundry

1st  
5/16

check on

Lot E-1

Guest services

Westwood

separate from Westwood  
sales Bldg

Scott Scidal

Genl. Mgr

Pitman Report

**Schedule 6.2**  
**Exceptions to Sellers Representations and Warranties**

**Schedule 6.3**

**Exceptions to Seller's Environmental Representations and Warranties**

**Attachment 1**  
**Treatment Facility Plans**  
**(SEE Attachment 4)**

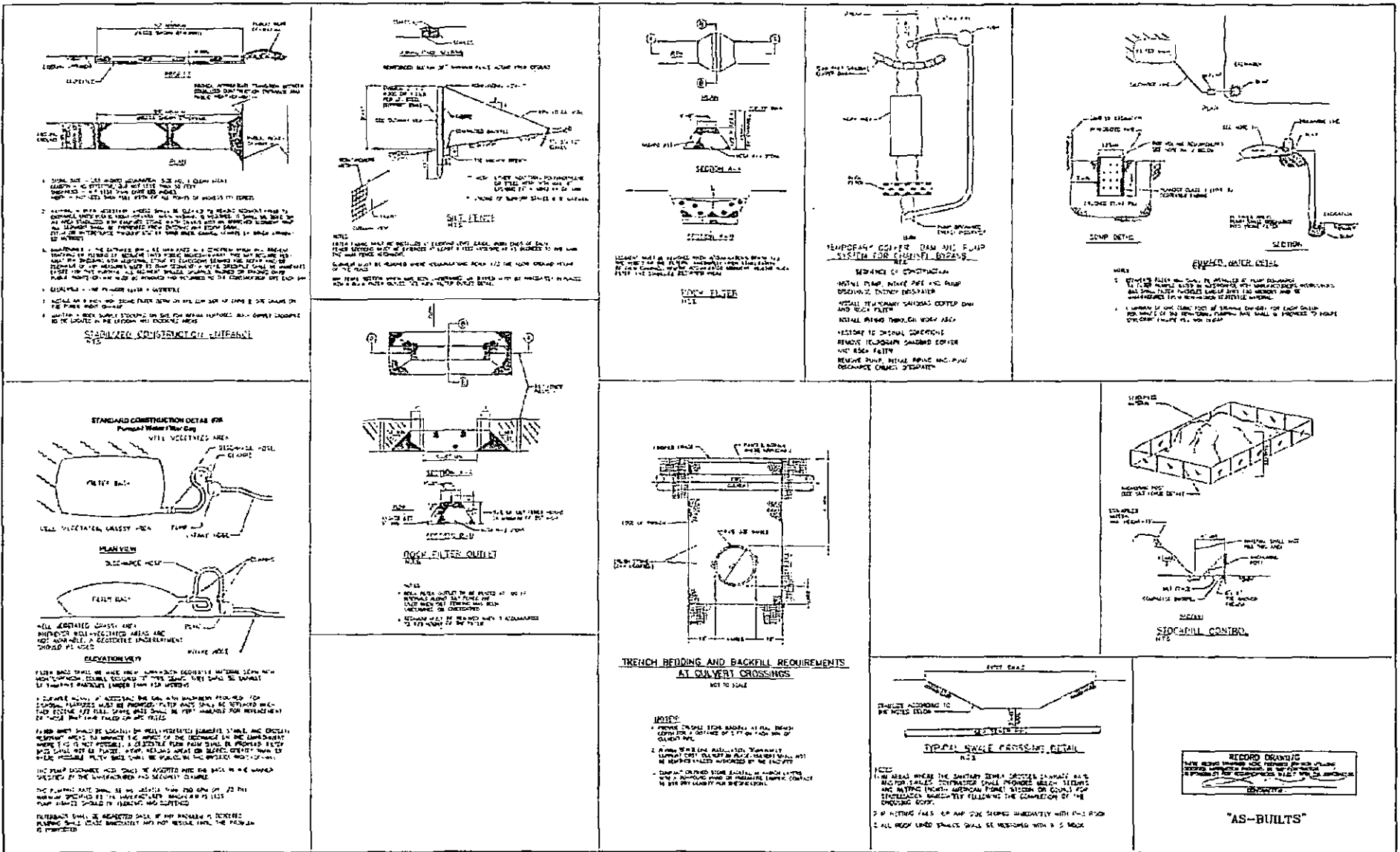
**Attachment 2**  
**Map of Lake Harmony Sanitary Sewer System**  
**(SEE Attachment 5)**

**Attachment 3**

**Plan of Land, buildings and improvements situate at and adjacent to I-80  
and Split Rock Golf Course in the Township of Kidder, Carbon County, Pennsylvania  
consisting of 6.4 acres more or less  
(SEE Attachment 5)**

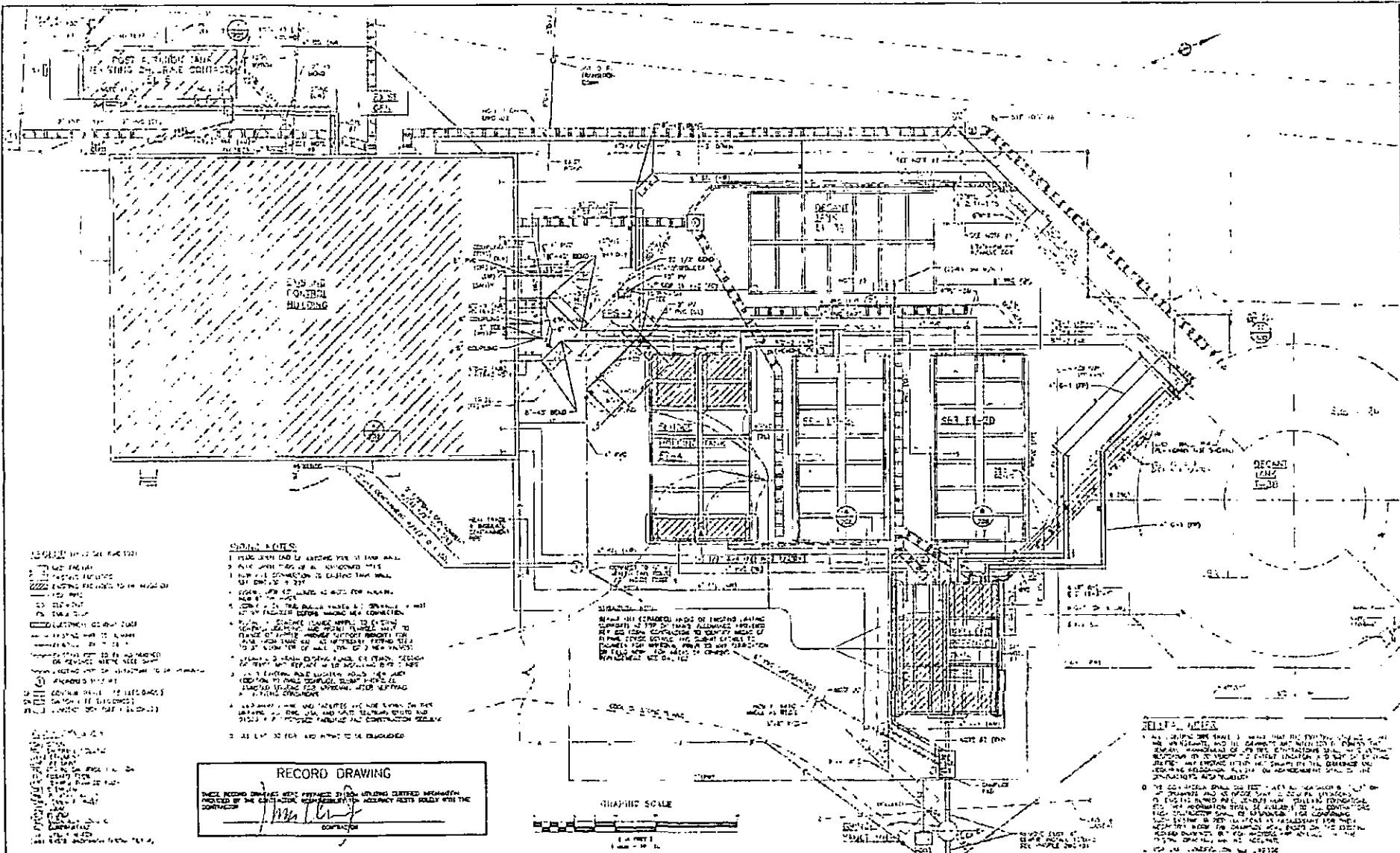
**Attachment 4**  
**Treatment Facility Plans (14 pages)**





AS-BUILTS PROVIDED BY: <b>M.F. RONCA &amp; SONS, INC.</b> 179 MIKRON ROAD BETHLEHEM, PA. 18020 PHONE: (610) 759-5100 FAX: (610) 748-0374		<b>BCM</b> ENGINEERS <b>BCM Engineers Inc.</b> 822 September Five One Plymouth Meeting, Pennsylvania, PA 19062		DESIGNER: [Signature] CHECKED BY: [Signature] PROJECT ENG: [Signature] PROJECT MGR: [Signature] DATE: 5/20/03	APPROVED: [Signature] SEAL: [Professional Engineer Seal]	<b>KIDDER TOWNSHIP</b> CARBON COUNTY, PA. SANITARY ENGINEERS SOL. PROGN. AND DETAILED CONSTRUCTION DETAILS	AS NOTED PROJECT NO. 57-508-23(01) SHEET NO. 001 OF 017
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2025 RELEASE UNDER E.O. 14176

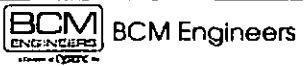


**RECORD DRAWING**

THIS RECORD DRAWING WAS PREPARED BY THE ARCHITECT UNDER THE CLOSE SUPERVISION OF THE CONTRACTOR. THE CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF THE RECORD DRAWING.

*[Signature]*  
CONTRACTOR

AS-BUILTS PROVIDED BY:  
**M.P. RONCA & SONS, INC.**  
 179 MCKON ROAD  
 BETHLEHEM, PA. 18020  
 PHONE: (610) 759-5100  
 FAX: (610) 748-0974

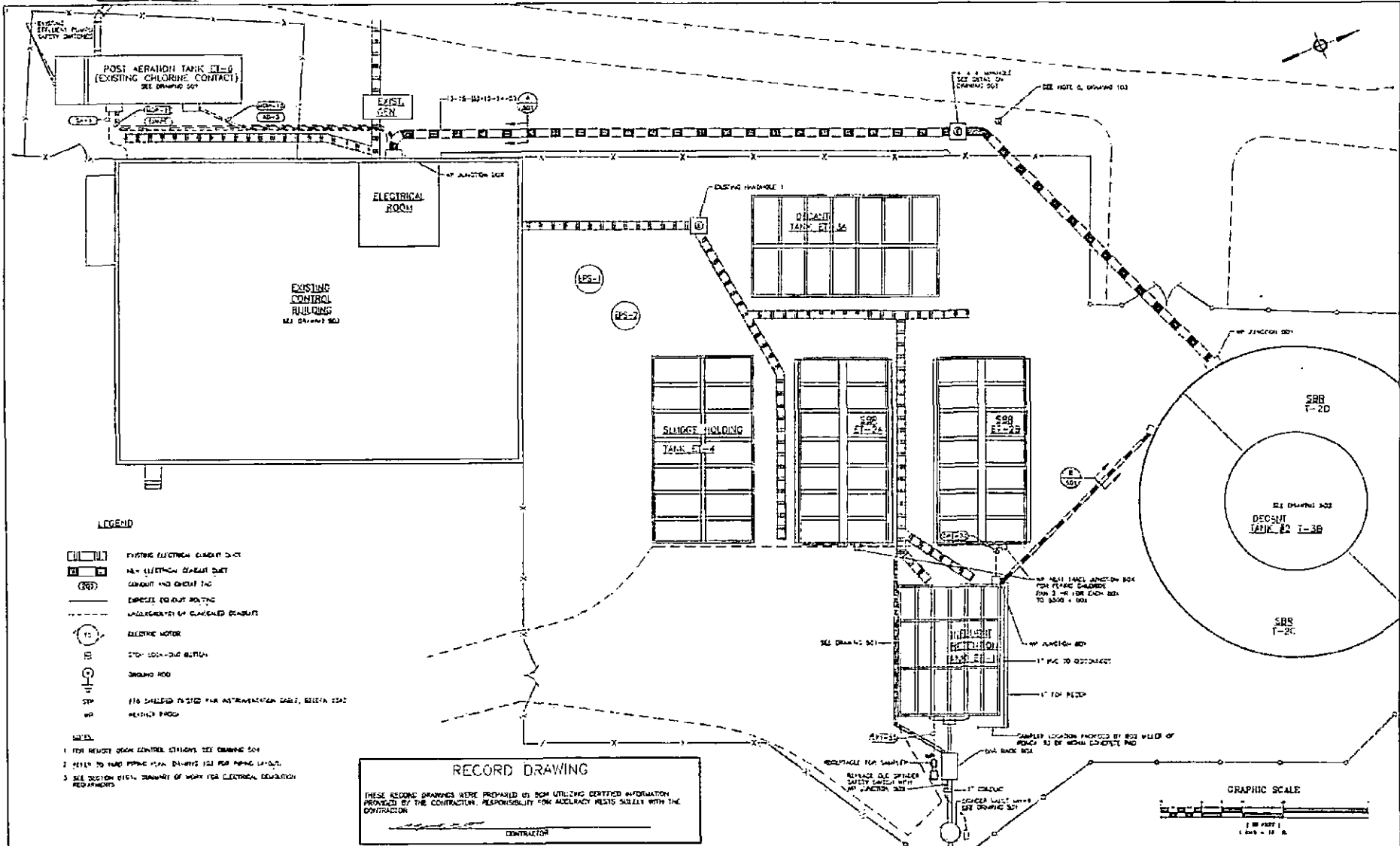


DESIGNER	DATE	APPROVED	DATE
PROJECT NO.	DATE	APPROVED	DATE
PROJECT NO.	DATE	APPROVED	DATE
PROJECT NO.	DATE	APPROVED	DATE

**KIDDER TOWNSHIP**  
 CARBON COUNTY, PA.  
 5th FLOOR, 1000 N. 10th St.  
 "AS-BUILTS"  
 10/2010



Contract 2 Electrical



LEGEND

- EXISTING ELECTRICAL CONDUIT DUCT
- NEW ELECTRICAL CONDUIT DUCT
- CABLE AND CONDUIT IN TRENCH
- EXPOSED CONDUIT ROUTING
- UNDERGROUND OR CONCEALED CONDUIT
- ELECTRIC MOTOR
- STOP-COAST-AND-RESTART BUTTON
- GROUND ROD
- FIELD CABLE FOR INSTRUMENTATION CABLE, SIGNAL CABLE, METERING PROBE

- NOTES
- 1 FOR REMOTE DECK CONTROL STATIONS SEE DRAWING 504
  - 2 REFER TO HARD PIPING PLAN DRAWING 102 FOR PIPING LAYOUT
  - 3 SEE SECTION 0510 DRAWINGS OF WORK FOR ELECTRICAL CONNECTION REQUIREMENTS

**RECORD DRAWING**

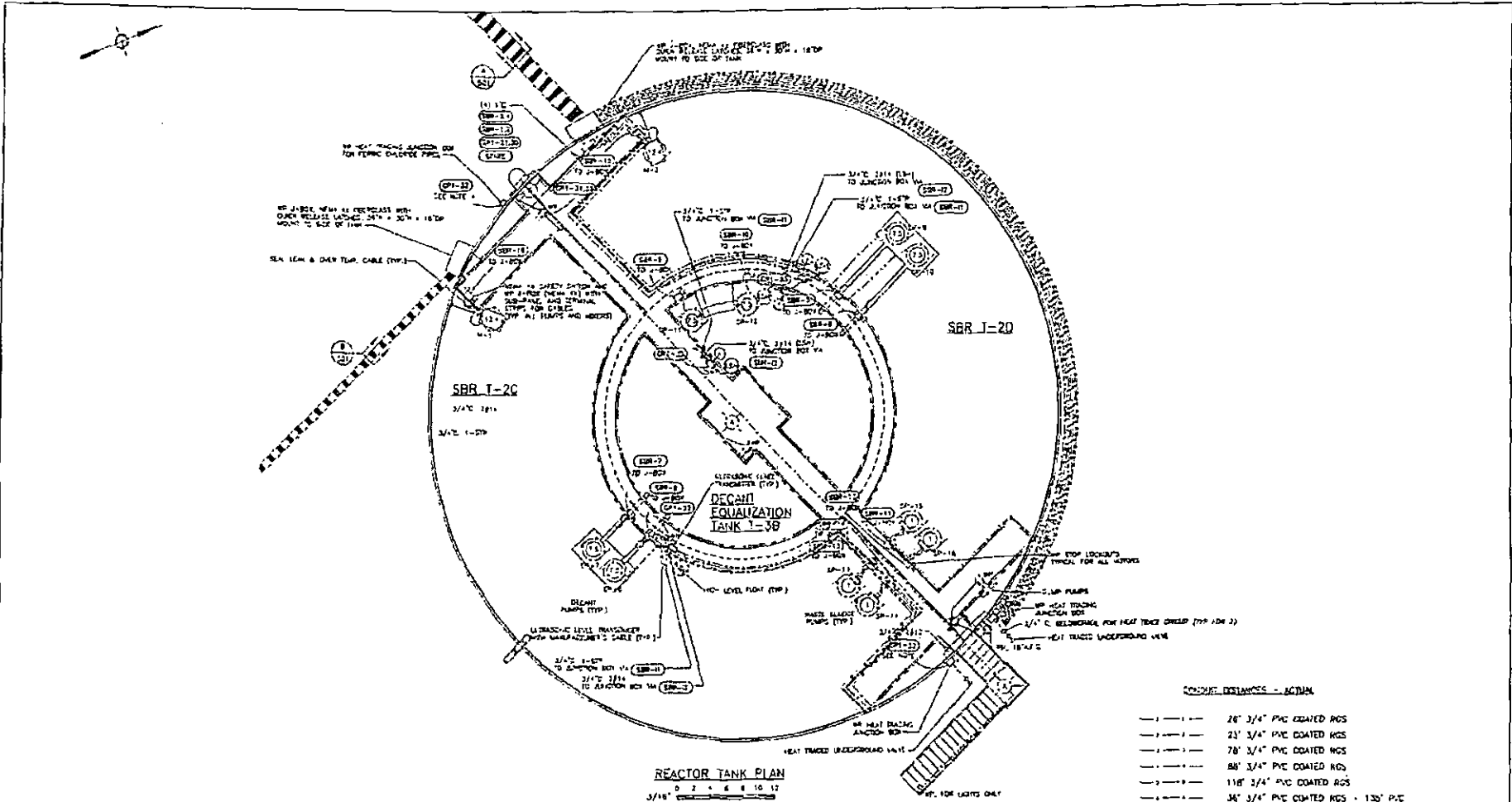
THESE RECORD DRAWINGS WERE PREPARED BY BCM UTILIZING CERTIFIED INFORMATION PROVIDED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

\_\_\_\_\_  
CONTRACTOR



<b>BCM ENGINEERS</b> BCM Engineers		DESIGN ENGINEER: [Signature] DRAWN BY: [Signature] PROJECT CHECK: [Signature] PROJECT MGR: [Signature] CHECKED BY: [Signature]	APPROVED: [Signature] DATE: 8/1/03	<b>KIDDER TOWNSHIP</b> CALSON COUNTY, PA SPLIT ROCK WWTTP EXPANSION	SHEET NO: 300 PROJECT NO: 01-0402-0701 DATE: 8/1/03
NO	REVISION	DATE	BY	DESCRIPTION	DRAWN BY
		8/1/03	BD	ISSUED FOR	[Signature]
320 W. Germantown Pike, Suite 210, Pottsville, PA 17862		Phone: 610-326-1000		FAX: 610-326-1001	





REACTOR TANK PLAN  
0 2 4 6 8 10 12  
3/16" = 1'

CONDUIT DISTANCE - ACTUAL

1	28'	3/4" PVC COATED RGS
2	23'	3/4" PVC COATED RGS
3	78'	3/4" PVC COATED RGS
4	88'	3/4" PVC COATED RGS
5	118'	3/4" PVC COATED RGS
6	36'	3/4" PVC COATED RGS + 130' PVC
7	48'	3/4" PVC COATED RGS + 135' PVC
8	145'	3/4" PVC COATED RGS + 135' PVC
9	35'	3/4" PVC COATED RGS + 135' PVC
10	56'	3/4" PVC COATED RGS + 135' PVC
11	75'	3/4" PVC COATED RGS + 135' PVC
12	88'	3/4" PVC COATED RGS + 135' PVC
13	15'	3/4" PVC COATED RGS

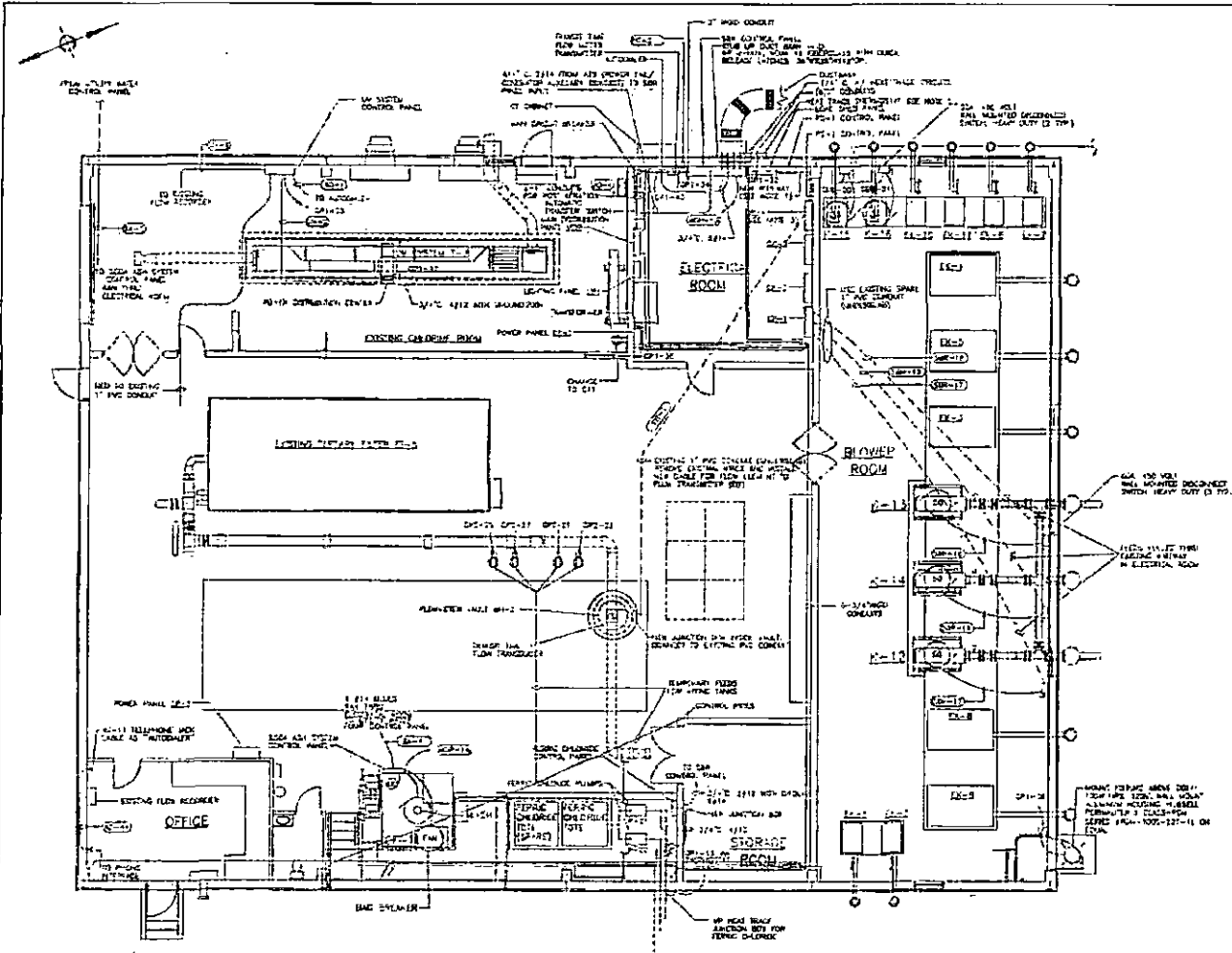
- NOTES
1. REFER TO CONTRACT TO COORDINATE WITH SBR REACTOR FOR EXACT LOCATION OF EQUIPMENT ON THE TANK.
  2. CONDUITS FOR T-2C TO BE RUN SEPARATE FROM CONDUITS FOR T-2B EXCEPT IMPLEMENTATION WORK CAN BE COMBINED FROM ALL 3 TANKS INTO ONE CONDUIT.
  3. LIGHTING FIXTURE 'A' IS 100W (120V), LOCATED ON 2" PVC CONDUIT NEAR STILL COVER. 6" HIGH ALUMINUM HANGING PARABOLIC MOUNTED (PAC-01003-204/250) OR EQUIV.
  4. RUN ALL HEAT TRACE PUMPER CIRCUITS THROUGH HEAT TRACE THERMIST LOCATED AT CONTROL BUILDING.

**RECORD DRAWING**

THESE RECORD DRAWINGS WERE PREPARED BY BCM UTILIZING CERTIFIED INFORMATION PROVIDED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

\_\_\_\_\_  
CONTRACTOR

NO.	REVISION	DATE	BY	CHKD.	300 Conestoga Plaza, Suite 200 Plymouth Meeting, PA 19062	 <b>BCM Engineers</b> A DIVISION OF CH2M HILL	ISSUED BY: JAP/PLJ	APPROVED:	KODER TOWNSHIP CARSON COUNTY, WISCONSIN SPLIT ROCK WWTPL EXPANSION	SCALE: AS SHOWN
							DRAWN BY: JCB PROJECT LEAD: WFL PROJECT MGR: SWP CHECKED BY: LP	APPROVED:  DATE: 8/13/02		PROJECT NO: 07-20077-0201 DRAWING NO: 342 SHEET: 2



FLOOR PLAN  
3/16"

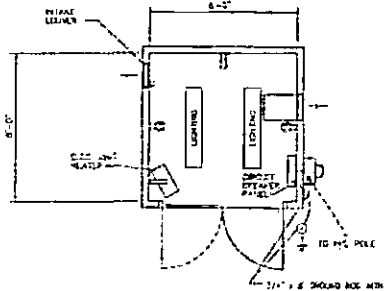
- NOTES
1. FOR NEW SHOWERS AND FLOORS WITH SHOWERS, PULL Wires IN EXISTING 1" PVC CONDUITS UNDER SLAB BETWEEN SHOWERS AND ELECTRICAL ROOM ADD NEW WIREWAY IN ELECTRICAL ROOM TO NEW SHOW CONTROL PANEL.
  2. SEE DRAWING SET FOR MECHANICAL (MECH) SYSTEMS MARKING.
  3. SEE DRAWING SET FOR REQUIREMENTS OF CURRENT TRANSFORMERS AND SUBMITTERS FOR CP-4.
  4. REPAIR EXISTING ELECTRICAL PANEL, WIRING AND EQUIPMENT AS NECESSARY FOR EQUIPMENT TO BE DEMONSTRATED IN ACCORDANCE WITH SPILL SECTION (2130).
  5. RUN ALL HEAT TRACE POWER CIRCUITS THROUGH HEAT TRACE THERMOSTAT CONTACTS.

**RECORD DRAWING**

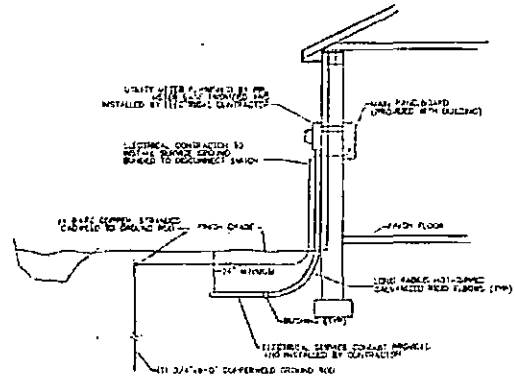
THESE RECORD DRAWINGS WERE PREPARED BY BCM ENGINEERS CERTIFIED BY PENNSYLVANIA PROVIDED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

\_\_\_\_\_  
CONTRACTOR

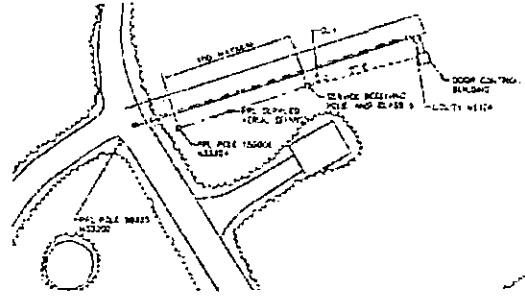
		620 Corporation Blvd, Suite 200, Plymouth Meeting, PA 19062 908-944-1000	CLIENT: KIDDER TOWNSHIP PROJECT: SPLIT ROCK WATP EXPANSION PROJECT NO: 100-107-127-11 ON 12/14	DATE: 07/1/02	SCALE: AS NOTED PROJECT NO: 67 (600) 6211 DRAWING NO: 333 SHEET: 12
REVISIONS:	DATE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	SEAL:



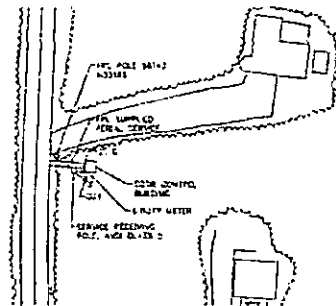
**ODOR CONTROL BUILDING PLAN**  
 3/8" = 1'-0"  
 TYPICAL FOR THREE STATIONS. REFER TO SPEC. SECTION FOR BUILDING SHALL BE COMPLETED PRE-WORK.



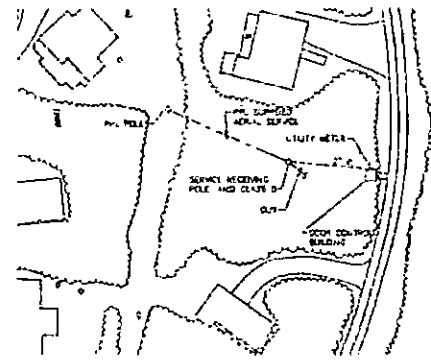
**SERVICE AND GROUNDING DETAIL**  
 NOT TO SCALE



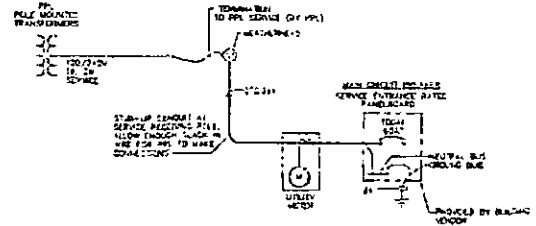
**SITE PLAN - STATION NO. 1**  
 0 20 40 80 120



**SITE PLAN - STATION NO. 2**  
 0 20 40 80 120



**SITE PLAN - STATION NO. 3**  
 0 20 40 80 120



**ODOR CONTROL STATION SINGLE LINE DIAGRAM**

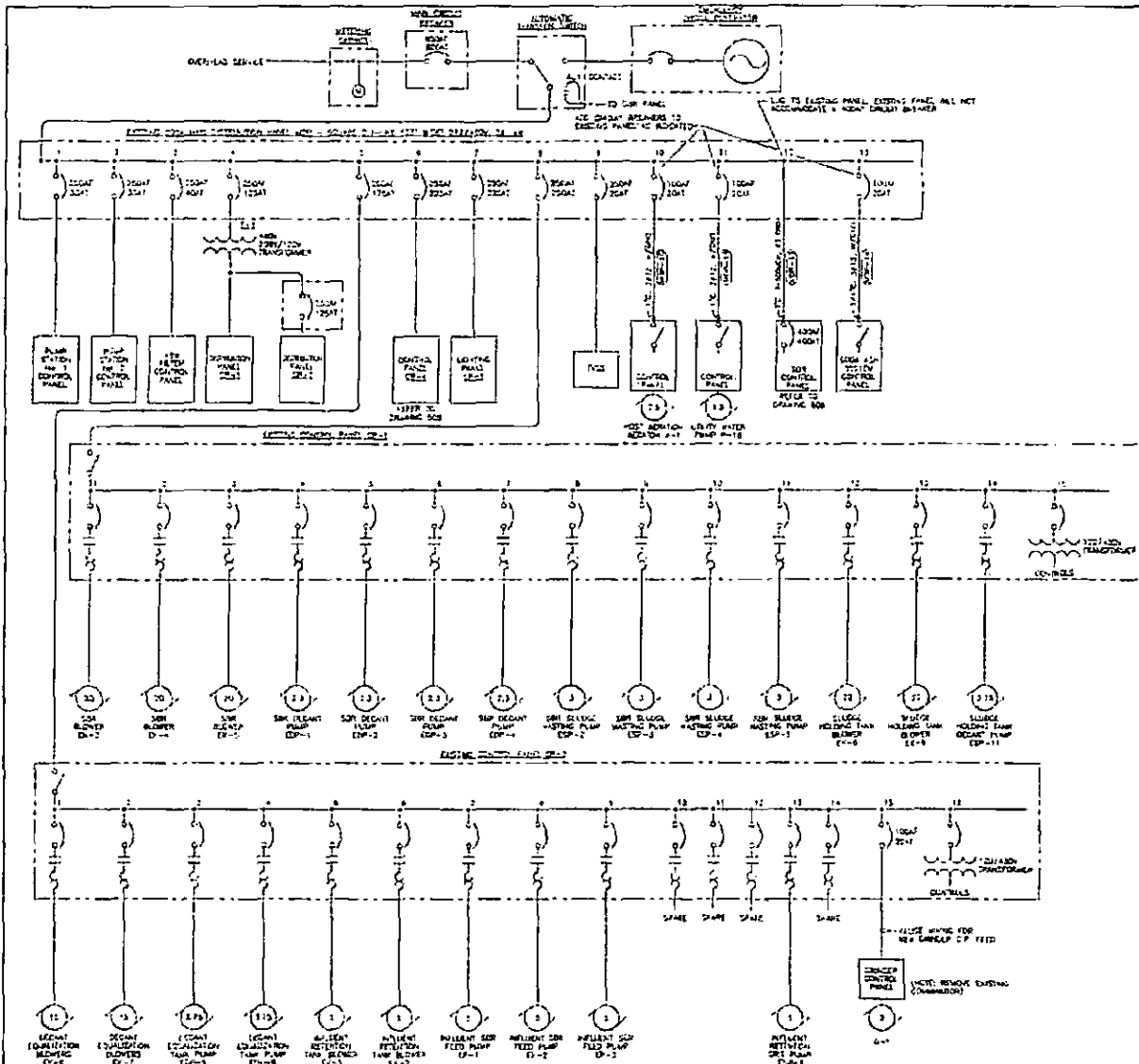
- ELECTRICAL SERVICE NOTES**
- THE FOLLOWING NOTES PROVIDE GENERAL OVERVIEW ON THE CONTRACTOR'S SCOPE OF WORK AT THE ELECTRICAL SERVICE ENTRANCE, BUT DOES NOT LIMIT THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND INSTALL ALL EQUIPMENT REQUIRED BY THE POWER SUPPLY SYSTEM TO BE USED FOR ELECTRICAL METER AND SERVICE INSTALLATIONS. PERFORMANCE POINTS ARE LEFT TO YOU.
  - CONDUCT PPE AND PROVIDE THEM AN APPLICATION FOR 100/250 VOLT SINGLE PHASE SERVICE. PROVIDE PPE WITH SITE PLANS AND SINGLE LINE DIAGRAM. SEE DRAWING FOR THE PPE PLAN AND LOCATIONS.
  - CONDUCTOR RESPONSIBILITIES:
    - PROVIDE ALL TRENCHING AND BACKFILL THE TRENCH TO TO UNWIND A MINIMUM 18\"/>
  - PROVIDE MINIMUM 18\"/>
  - PROVIDE AT THE SCHEDULE TO ELECTRICAL GROUND CONSULT AND MAKE FROM SERVICE RECEIVING POLE TO METER WIRE BURY EXHIBIT A MINIMUM OF 24\"/>
  - PROVIDE AND INSTALL VENTILATED METER INCL.
  - PROVIDE REPAIRMENT ON SERVICE RECEIVING POLE AND A DAY ATTACHMENT AS REQUIRED.
- POWER METER RESPONSIBILITY:**
- PROVIDE AND INSTALL SERVICE LATERAL CONNECTION FROM TRANSFORMER SECONDARIES TO SERVICE RECEIVING POLE.
  - PROVIDE AND INSTALL METER.

**RECORD DRAWING**

THIS RECORD DRAWING IS TO BE PREPARED BY SOMEONE QUALIFIED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

CONTRACTOR

				DESIGNER: JAF CHECKED BY: JAF PROJECT ENG: KSA PROJECT MGR: MSY CHECKED BY: LM		APPROVED: [Signature] APPROVED: [Signature]		KIDDER TOWNSHIP CARBON COUNTY, PA.		SCALE: AS NOTED PROJECT NO: 27-06877-0001 DRAWING NO: 504 SHEET: 2	
NO	REVISIONS			DATE	BY	DESCRIBE FOR	820 Commonwealth Park South, 200 Northampton Street, PA 17828 717-835-1234		PROJECT NO: 27-06877-0001 DRAWING NO: 504 SHEET: 2		ODOR CONTROL STATIONS - ELECTRICAL PLANS



LEGEND PANEL SCHEDULE

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	REMARKS
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...
4	...	...	...	...	...	...
5	...	...	...	...	...	...
6	...	...	...	...	...	...
7	...	...	...	...	...	...
8	...	...	...	...	...	...
9	...	...	...	...	...	...
10	...	...	...	...	...	...
11	...	...	...	...	...	...
12	...	...	...	...	...	...
13	...	...	...	...	...	...
14	...	...	...	...	...	...
15	...	...	...	...	...	...
16	...	...	...	...	...	...
17	...	...	...	...	...	...
18	...	...	...	...	...	...
19	...	...	...	...	...	...
20	...	...	...	...	...	...
21	...	...	...	...	...	...
22	...	...	...	...	...	...
23	...	...	...	...	...	...
24	...	...	...	...	...	...
25	...	...	...	...	...	...
26	...	...	...	...	...	...
27	...	...	...	...	...	...
28	...	...	...	...	...	...
29	...	...	...	...	...	...
30	...	...	...	...	...	...
31	...	...	...	...	...	...
32	...	...	...	...	...	...
33	...	...	...	...	...	...
34	...	...	...	...	...	...
35	...	...	...	...	...	...
36	...	...	...	...	...	...
37	...	...	...	...	...	...
38	...	...	...	...	...	...
39	...	...	...	...	...	...
40	...	...	...	...	...	...
41	...	...	...	...	...	...
42	...	...	...	...	...	...
43	...	...	...	...	...	...
44	...	...	...	...	...	...
45	...	...	...	...	...	...
46	...	...	...	...	...	...
47	...	...	...	...	...	...
48	...	...	...	...	...	...
49	...	...	...	...	...	...
50	...	...	...	...	...	...

EXISTING PANEL BOARD 'GPI'

ALL 120V, 240 VOLTS SHALL BE RUN IN 3/4" Ø SPT WITH GROUNDING TAPLESS WIRE

NOTES  
 1. 10-1427, 10-1428, 10-1429, 10-1430, 10-1431, 10-1432, 10-1433, 10-1434, 10-1435, 10-1436, 10-1437, 10-1438, 10-1439, 10-1440, 10-1441, 10-1442, 10-1443, 10-1444, 10-1445, 10-1446, 10-1447, 10-1448, 10-1449, 10-1450, 10-1451, 10-1452, 10-1453, 10-1454, 10-1455, 10-1456, 10-1457, 10-1458, 10-1459, 10-1460, 10-1461, 10-1462, 10-1463, 10-1464, 10-1465, 10-1466, 10-1467, 10-1468, 10-1469, 10-1470, 10-1471, 10-1472, 10-1473, 10-1474, 10-1475, 10-1476, 10-1477, 10-1478, 10-1479, 10-1480, 10-1481, 10-1482, 10-1483, 10-1484, 10-1485, 10-1486, 10-1487, 10-1488, 10-1489, 10-1490, 10-1491, 10-1492, 10-1493, 10-1494, 10-1495, 10-1496, 10-1497, 10-1498, 10-1499, 10-1500

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED BY NEW LIFE/INGENIERS CONSULTANTS. ACCURACY AND RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

CONTRACTOR

BCM Engineers  
division of CH2M HILL

ORDER NO. 12745  
 DRAWN BY LHM  
 PROJECT ENG. JVP  
 CHECKED BY LHM  
 DESIGNED BY JVP

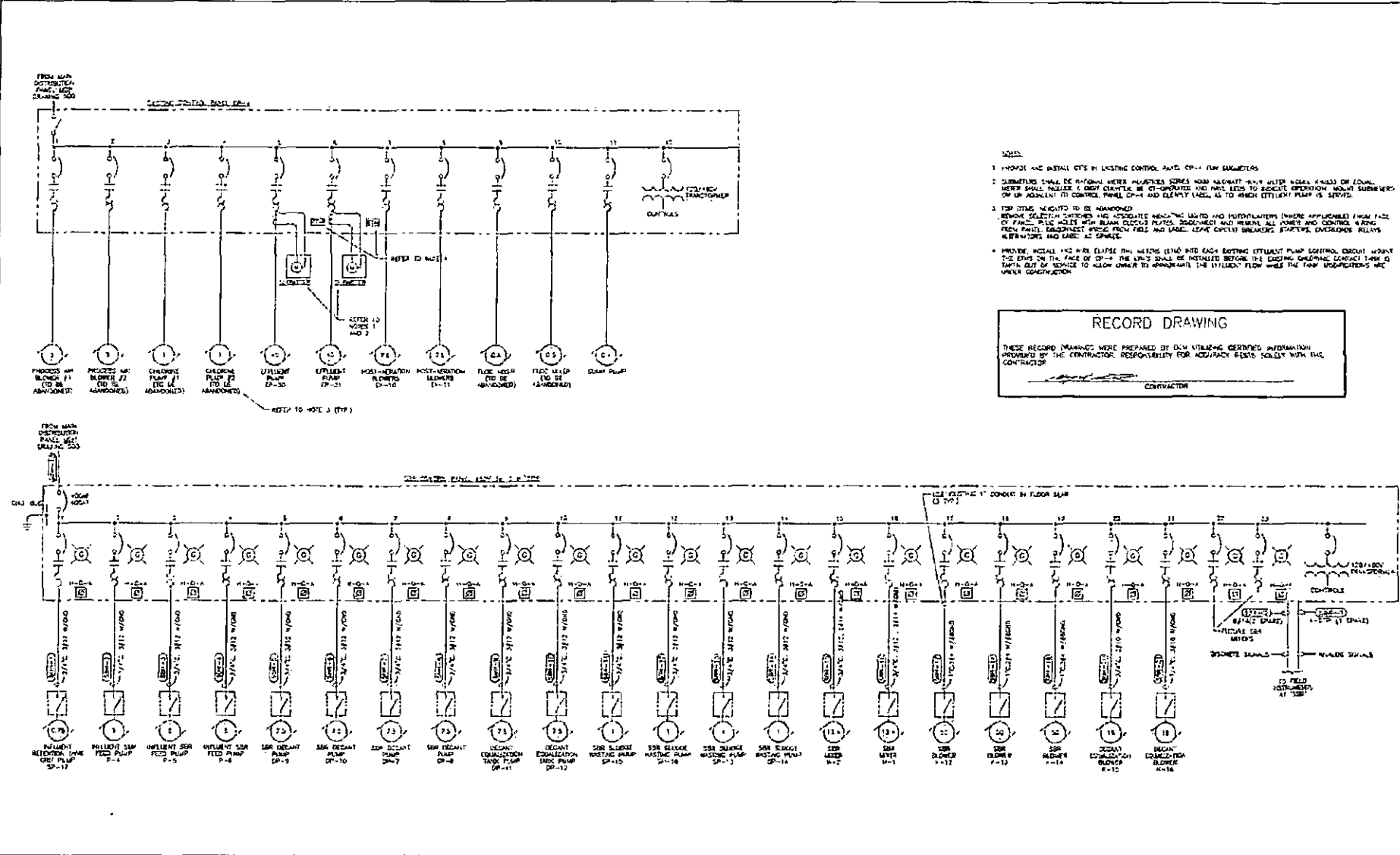
APPROVED  
 DATE 12/15/01

SEALED  
 DATE 12/15/01

**KIDDER TOWNSHIP**  
 CARBON COUNTY, PA.  
 SPLIT ROCK WWTP EXPANSION

SCALE NONE  
 PROJECT NO. 07-04827-0201  
 DRAWING NO. SCS  
 SHEET 12

400 North Meridian Blvd., Suite 200, Piquette Mills, PA 16862



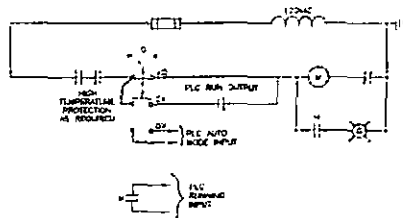
1. REMOVE AND INSTALL CTS IN EXISTING CONTROL PANEL CP-1 PER DIMENSIONS
2. SUBMITTERS SHALL BE INSTALLED IN SERIES WITH EXISTING PUMP MOTOR CONTROLS OR EQUIVALENT. ALL PUMPS SHALL BE INSTALLED IN SERIES WITH EXISTING PUMP MOTOR CONTROLS OR EQUIVALENT. ALL PUMPS SHALL BE INSTALLED IN SERIES WITH EXISTING PUMP MOTOR CONTROLS OR EQUIVALENT. ALL PUMPS SHALL BE INSTALLED IN SERIES WITH EXISTING PUMP MOTOR CONTROLS OR EQUIVALENT.
3. THE ITEMS NOTICED TO BE ABANDONED
4. REMOVE EXISTING PUMPS AND ASSOCIATED PIPING, TANKS AND INSTRUMENTATION (WHERE APPLICABLE) FROM THE FACE OF THE PANEL. ALL PIPING SHALL BE REMOVED AND REINSTALLED IN THE SAME LOCATION AND CONDITION AS THE EXISTING PIPING. ALL PIPING SHALL BE REMOVED AND REINSTALLED IN THE SAME LOCATION AND CONDITION AS THE EXISTING PIPING.
5. REMOVE EXISTING PUMPS AND ASSOCIATED PIPING, TANKS AND INSTRUMENTATION (WHERE APPLICABLE) FROM THE FACE OF THE PANEL. ALL PIPING SHALL BE REMOVED AND REINSTALLED IN THE SAME LOCATION AND CONDITION AS THE EXISTING PIPING.

**RECORD DRAWING**

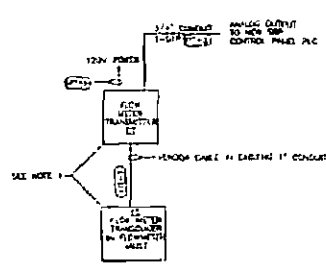
THESE RECORD DRAWINGS WERE PREPARED BY BCM UTILIZING CERTIFIED INFORMATION PROVIDED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

CONTRACTOR

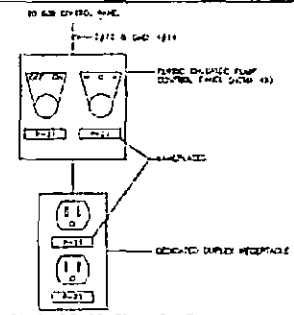
	<p><b>BCM Engineers</b> A Division of CORTI</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">DESIGNER</td> <td style="font-size: small;">DATE</td> </tr> <tr> <td style="font-size: small;">CHECKED BY</td> <td style="font-size: small;">DATE</td> </tr> <tr> <td style="font-size: small;">APPROVED BY</td> <td style="font-size: small;">DATE</td> </tr> </table>	DESIGNER	DATE	CHECKED BY	DATE	APPROVED BY	DATE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">DESIGNER</td> <td style="font-size: small;">DATE</td> </tr> <tr> <td style="font-size: small;">CHECKED BY</td> <td style="font-size: small;">DATE</td> </tr> <tr> <td style="font-size: small;">APPROVED BY</td> <td style="font-size: small;">DATE</td> </tr> </table>	DESIGNER	DATE	CHECKED BY	DATE	APPROVED BY	DATE	<p><b>KIDDER TOWNSHIP</b> CARBON COUNTY, PA SPILT ROCK WWTPL EXPANSION</p> <p style="font-size: small;">SCALE: NONE PROJECT NO: ST-2007-001 DRAWING NO: 100 SHEET: 11</p>
DESIGNER	DATE															
CHECKED BY	DATE															
APPROVED BY	DATE															
DESIGNER	DATE															
CHECKED BY	DATE															
APPROVED BY	DATE															
NO	REVISED	DATE	BY	DESCRIPTION												



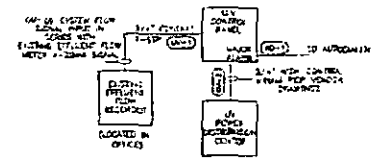
TYPICAL CONTROL DIAGRAM FOR NEW SBR CONTROL PANEL



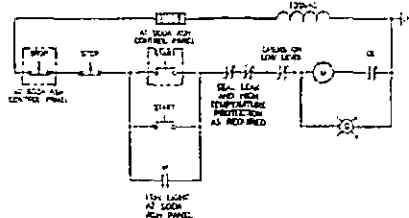
TRANSIT TIME FLOW METER



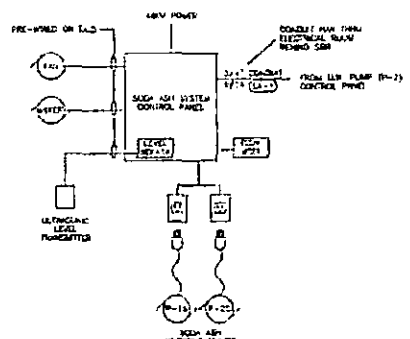
FERRIC CHLORIDE CONTROL PANEL



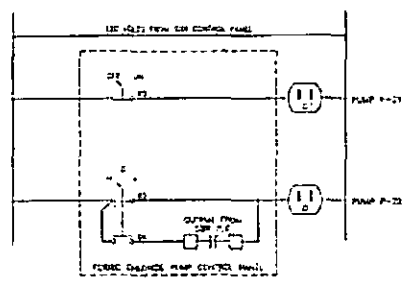
UV SYSTEM INTERCONNECTION DIAGRAM



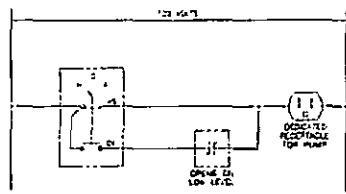
UTILITY WATER PUMP (P-18)  
(SEE COMPONENTS IN LEGAL PANEL UNLESS NOTED)



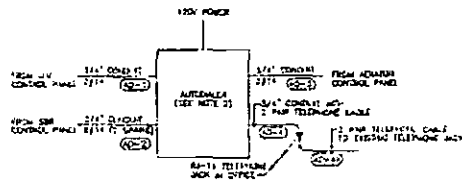
SODA ASH SYSTEM INTERCONNECTION DIAGRAM



FERRIC CHLORIDE PUMP CONTROL

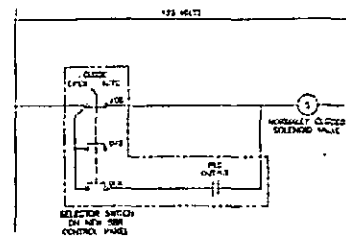


TYPICAL SODA ASH PUMP  
(P-11, P-20)



**AUTODIALER ALARMS**

- CHANNEL 1 - SBR SYSTEM EMERGENCY ALARM
- CHANNEL 2 - FERRIC CHLORIDE SYSTEM ALARM
- CHANNEL 3 - EMERGENCY EXTENDER BLOWING
- CHANNEL 4 - SENSOR EMERGENCY ALARM
- CHANNEL 5 - UV SYSTEM EMERGENCY ALARM
- CHANNEL 6 - SPARE
- CHANNEL 7 - SPARE
- CHANNEL 8 - SPARE



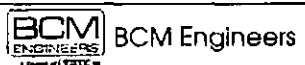
FERRIC CHLORIDE SOLENOID VALVE  
(TYPICAL OF 2)

- NOTES
1. TRANSDUCER SHALL BE ULTRASONIC TRANSDUCER (ELECTRONIC) WITH 4-20mA OUTPUT AND MODEL 1000-2-1111A TRANSDUCER OF OGA. TRANSDUCER SHALL BE SUPPLIED WITH 100 FEET OF CABLE. TRANSDUCER SHALL BE 120 VOLT WITH 4-20mA OUTPUT AND BLOCK, RESETTABLE SENSOR.
  2. AUTODIALER SHALL BE 120 VOLT EMERGENCY EXTENDER BLOWING TYPE UNIT WITH 8 PIN CONTACT PLUGS AND PROGRAMMABLE TO CALL UP TO 10 PHONE NUMBERS. AUTODIALER SHALL BE 4800 FREQUENCY MODEL 100-1.

**RECORD DRAWING**

THESE RECORD DRAWINGS WERE PREPARED BY YOU UTILIZING CORRECT INFORMATION PROVIDED BY THE CONTRACTOR. RESPONSIBILITY FOR ACCURACY RESTS SOLELY WITH THE CONTRACTOR.

CONTRACTOR



DESIGNER	J.P.P./S	APPROVED	
DRAWN BY	ADP	DATE	02/11/02
PROJECT NO.	174		
PROJECT MOD.	T16		
CHECKED BY	ADP		

**KIDDER TOWNSHIP**  
CARBON COUNTY, PA.  
SPIT ROCK WWTIP EXPANSION


SCALE	NONE
PROJECT NO.	174
PROJECT MOD.	T16
DATE	02/11/02

NO.	10000001	DATE	02/11/02	BY	ADP	REVISION	ISSUED FOR
-----	----------	------	----------	----	-----	----------	------------


220 N. Cameron Plaza, Suite 200, Plymouth Meeting, PA 19062

2000-000-0000



		<p align="center">  <b>BCM Engineers</b>  <small>A Division of CMR/C</small> </p>	<table border="1"> <tr> <td>DATE</td> <td>APPROVED</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	APPROVED							<p align="center"> <b>KIDDER TOWNSHIP</b>                  CARBON COUNTY, PA.             </p> <p>                 ALL RIGHTS RESERVED BY THE TOWNSHIP OF KIDDER                  FOR THE PURPOSES OF THE TOWNSHIP                  AND A MAP OF THE TOWNSHIP             </p>
DATE	APPROVED											



	 <b>BCM Engineers</b> <small>INCORPORATED</small>	<table border="1"> <tr><td>DATE</td><td></td></tr> <tr><td>BY</td><td></td></tr> <tr><td>CHECKED</td><td></td></tr> <tr><td>SCALE</td><td></td></tr> </table>	DATE		BY		CHECKED		SCALE		<p><b>KIDDER TOWNSHIP</b>  <small>CARBON COUNTY, PA.</small></p> <p>PROJECT NO. 100-000000-000    SHEET NO. 1 OF 1</p>
DATE											
BY											
CHECKED											
SCALE											

Attachment 5

**Map of Lake Harmony Sanitary Sewer System Treatment Facility Plans, including Collection Main and Laterals, as well as other related appurtenances (16 pages)**



		<p><b>BCM ENGINEERS</b> BCM Engineers  <small>INCORPORATED</small></p>	<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>CHKD</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	DATE	BY	CHKD				<p><b>KIDDER TOWNSHIP</b>          CARBOR COUNTY, PA</p> <p>PLANS OF MAP TO BE APPROVED BY TOWNSHIP OR COUNTY FOR RECORD AND MAINTENANCE TO A TOWNSHIP ENGINEER AND ARCHITECTS</p>	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> </tr> <tr> <td>1</td> <td>10/15/11</td> </tr> <tr> <td>2</td> <td>10/15/11</td> </tr> </table>	NO.	DATE	1	10/15/11	2	10/15/11
DATE	BY	CHKD															
NO.	DATE																
1	10/15/11																
2	10/15/11																



**BCM**  
ENGINEERS  
—•••••  
CORP

BCM Engineers

**KIDDER TOWNSHIP**  
CARBON COUNTY, PA.


# KIDDER TOWNSHIP CARBON COUNTY, PENNSYLVANIA SANITARY SEWERS

## CONTRACT No. 3

4/28/03  
OK (PR)

8 Kidder copy of

1/24 2:00 pm 17.000

**NOTES:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SANITARY SEWER LATERALS AND MAINS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND TESTING OF ALL SANITARY SEWER PUMPS AND EQUIPMENT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.
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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.

**UTILITY LIST**

CONTRACT No. 3	
NO.	DESCRIPTION
101	CONTRACT NO. 3
102 - 103A	PLAN & PROFILE
104 - 105	CONTRACT NO. 3
106 - 107	CONTRACT NO. 3

PA ONE CALL NO. 3810288

**UTILITY LIST**

- CABLE TV COMPANY, INC.  
1000 EAST 10TH STREET  
HOLETSVILLE, PA 17031
- DEBROS ENGINEERS, INC.  
1000 EAST 10TH STREET  
HOLETSVILLE, PA 17031
- VERLON INDUSTRIES, INC.  
1170 FLOOR STEAMBOILER SQUARE  
HARRISBURG, PA 17111
- BERKLEY'S PIPE LINE COMPANY  
PO BOX 300  
HARRISBURG, PA 17043
- BERKLEY'S PIPE LINE COMPANY  
810 BUCKLE AVENUE  
HARRISBURG, PA 17111
- PIPE REACTING UTILITIES CORPORATION  
800 LAMAR STREET  
HARRISBURG, PA 17111
- COMMERCIAL TELEPHONE COMPANY  
215 PENNSYLVANIA AVENUE  
HARRISBURG, PA 17111
- BERKLEY'S PIPE LINE COMPANY  
PO BOX 300  
HARRISBURG, PA 17043
- BERKLEY'S PIPE LINE COMPANY  
810 BUCKLE AVENUE  
HARRISBURG, PA 17111
- PIPE REACTING UTILITIES CORPORATION  
800 LAMAR STREET  
HARRISBURG, PA 17111
- COMMERCIAL TELEPHONE COMPANY  
215 PENNSYLVANIA AVENUE  
HARRISBURG, PA 17111
- BERKLEY'S PIPE LINE COMPANY  
PO BOX 300  
HARRISBURG, PA 17043
- BERKLEY'S PIPE LINE COMPANY  
810 BUCKLE AVENUE  
HARRISBURG, PA 17111
- PIPE REACTING UTILITIES CORPORATION  
800 LAMAR STREET  
HARRISBURG, PA 17111
- COMMERCIAL TELEPHONE COMPANY  
215 PENNSYLVANIA AVENUE  
HARRISBURG, PA 17111

**LEGEND**

- NEW 12" DUCTILE IRON PIPE (A) & SIZE
- NEW SANITARY SEWER (S.S.) AND MANHOLE
- EXIST. SANITARY SEWER AND MANHOLE
- EXISTENCE OF POOL
- SEWER / 10' (SEWER CONNECTION AT RELEASE/VALVE MAINS VALVE)
- FLOODING CONNECTION
- HOUSE SERVED BY SANITARY SEWER (S.S.) MAN REQUIRES CONSIDER PUMP
- MANHOLE IDENTIFYING NUMBER
- MANHOLE COUNTING NUMBER
- JUNCTION MANHOLE
- GROUP MANHOLE
- MANHOLE FROM MANHOLE
- MANHOLE IDENTIFYING NUMBER
- DELT LINE
- STEEL TRENCH BOX
- STANDARD CONNECTION ENTRANCE
- WATER MAIN
- WETLAND AND WETTED - APPROXIMATE LOCATION (NOT FLOODED)
- RELIEF LOCATIONS - IDENTIFIED
- EDGE OF PAVING (NO CURB)
- ROAD BACK OF MAIN LINE
- PERMANENT FRONT-OF-YARD LINE
- EXISTING PATCH MARK
- EXISTING D.C. MAIN
- EXISTING STORM MAIN
- EXISTING GROUND SURFACE
- EXISTING UNDERGROUND ELECTRIC TELEPHONE AND/OR GAS
- EXISTING WELL
- APPROXIMATE SOIL DISSEMINATION LINE



920 Germantown Pike, Suite 200  
Plymouth Meeting Pa. 19462

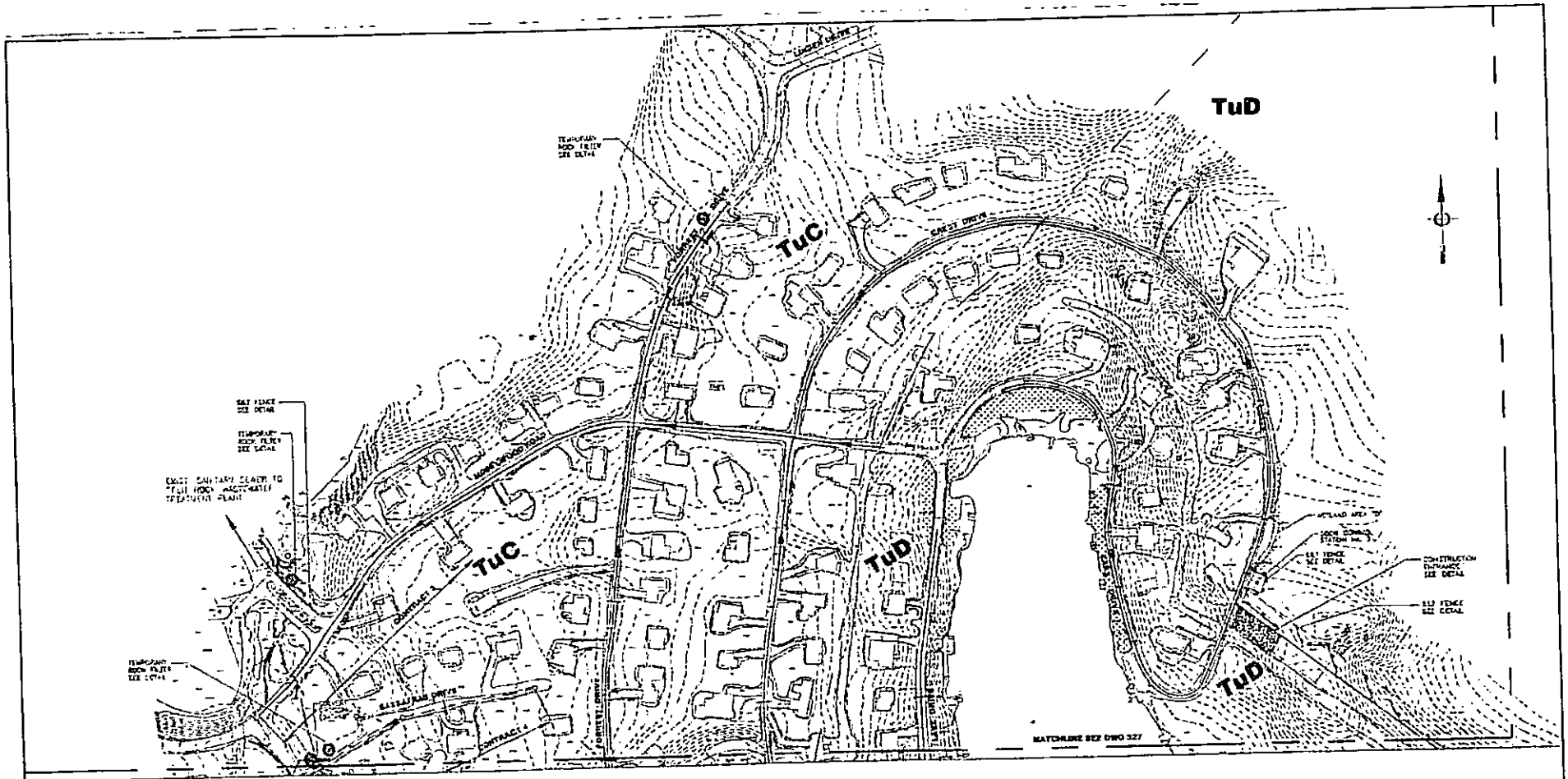


THIS DRAWING WAS PREPARED BY R.L. MENDELL  
REGISTERED PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF PENNSYLVANIA  
NO. 10348

**RECORD DRAWING**

**PROJECT NO. 57.58627.0201  
SET CONTAINS 35 DWGS.**

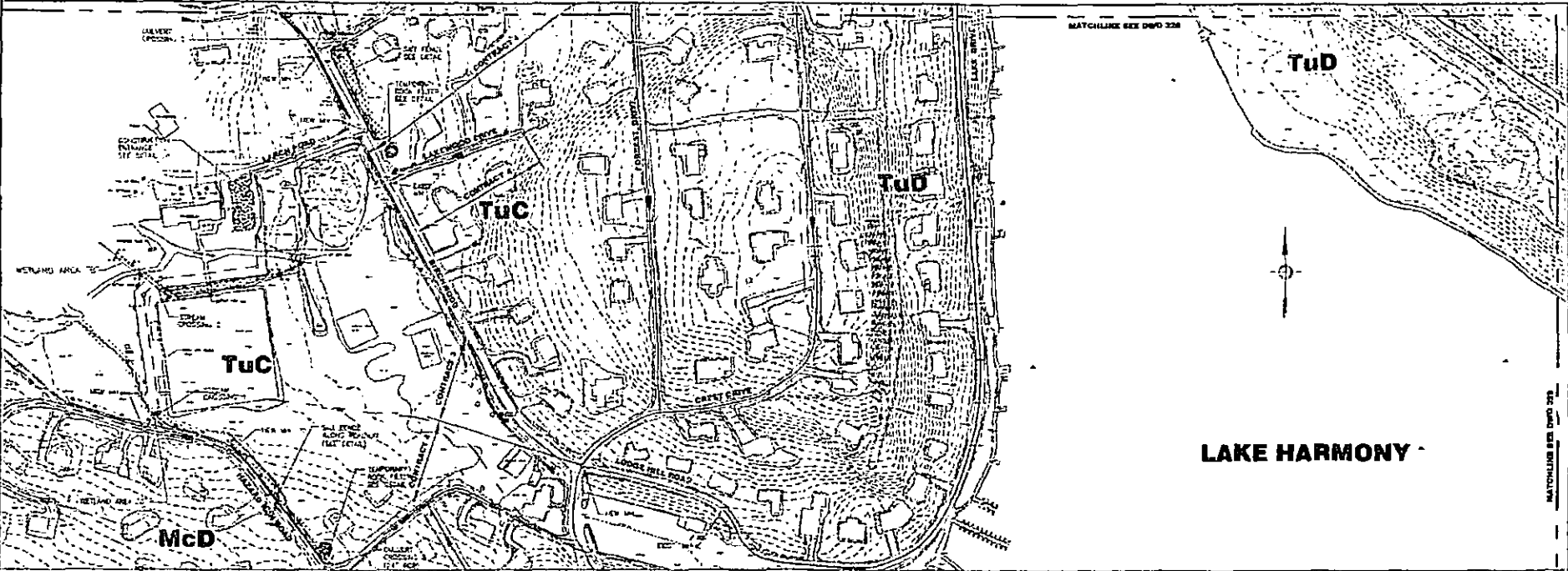




ALL NOTES SHOWN HERE PROVIDED BY THE CLIENT. ENGINEER HAS REVIEWED THE DRAWING. REPRESENTATIVE FOR ALLIANCE ALSO REVIEWED THE DRAWING.

LENDI ENTERPRISES, INC.  
**RECORD DRAWING**

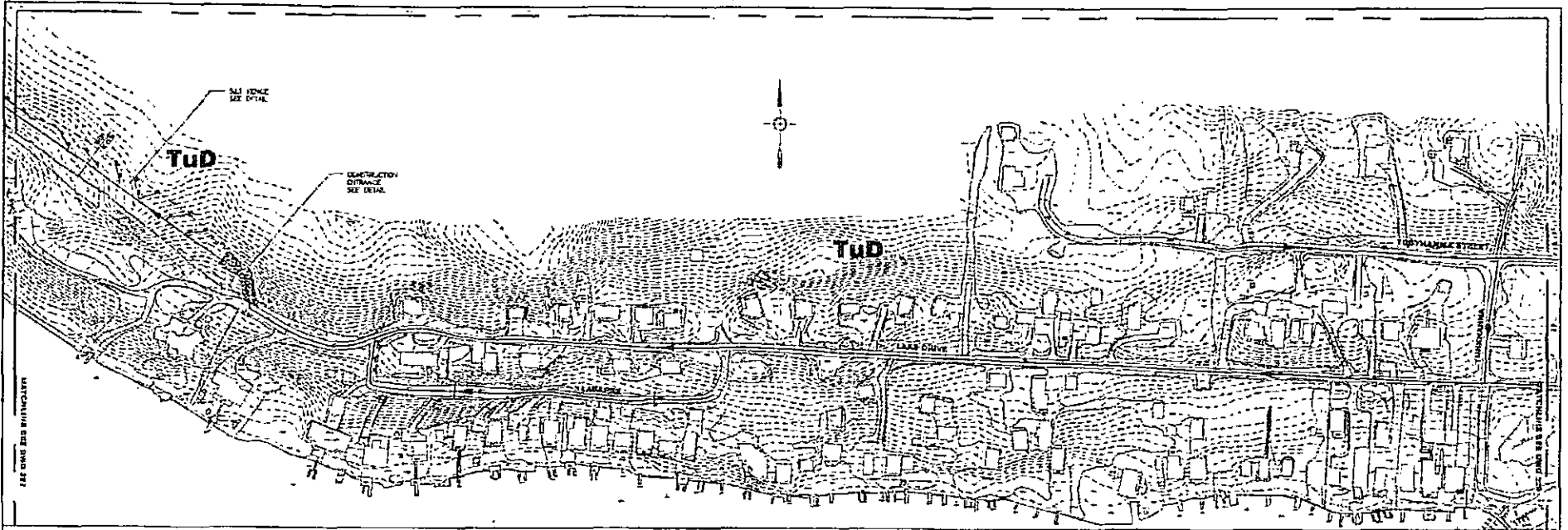
		<b>BCM Engineers</b> 970 E. Greenbush Pike, Suite 200, Plymouth Meeting, PA 19068 PHILLY, PA 19068		DESIGN ENGINEER: WAB DRAWING BY: GBT APPROVED BY: WAB PROJECT NUMBER: 21-06427-01-01 PROJECT NAME: SAUTARY SEWERS SHEET NO. OF: 226 DATE: 1/15/02	SCALE: 1" = 150' PROJECT NO: 21-06427-01-01 SHEET NO. OF: 226 DATE:
REVISIONS DATE NAME DATE	RECORD PLAN BDC ASPECT REVIEW AGENCY REVIEW CADD FILE	KIDDER TOWNSHIP CARLISLE COUNTY, PA SAUTARY SEWERS SOIL EROSION AND SEDIMENTATION CONTROL PLAN		SEA 	SHEET:



THIS RECORD DRAWING WAS PREPARED BY BCM ENGINEERS  
 CONSULTING ENGINEERS UNDER THE CLOSEST SUPERVISION AND CONTROL OF THE CONTRACTOR.  
 RESPONSIBILITY FOR ACCURACY HEREIN BELIEVED TO BE THE CONTRACTOR'S.



**RECORD DRAWING**

NO	REVISIONS	DATE	BY	CHKD	REVISION #1 REVISION #2 REVISION #3 REVISION #4 REVISION #5	BCM Engineers A Division of CH2M HILL	DESIGN ENGR CHECKED BY PROJECT ENGR PROJECT MGR CHECKED BY	DATE 7/18/02	PROFESSIONAL ENGINEER	KITTER TOWNSHIP CARBOR COUNTY, PA. SANITARY SEWERS	SCALE 1" = 100'
					8228 REVISION PLAN 8228 GDS 8228 AGENCY REVIEW 8228 AGENCY REVIEW 8228 GDS		8228 W. Greenbush Pkwy, Suite 200, Parkersburg, WV 26104	PROJECT NO 57,58427 (REV)			DRAWING NO. 221

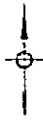
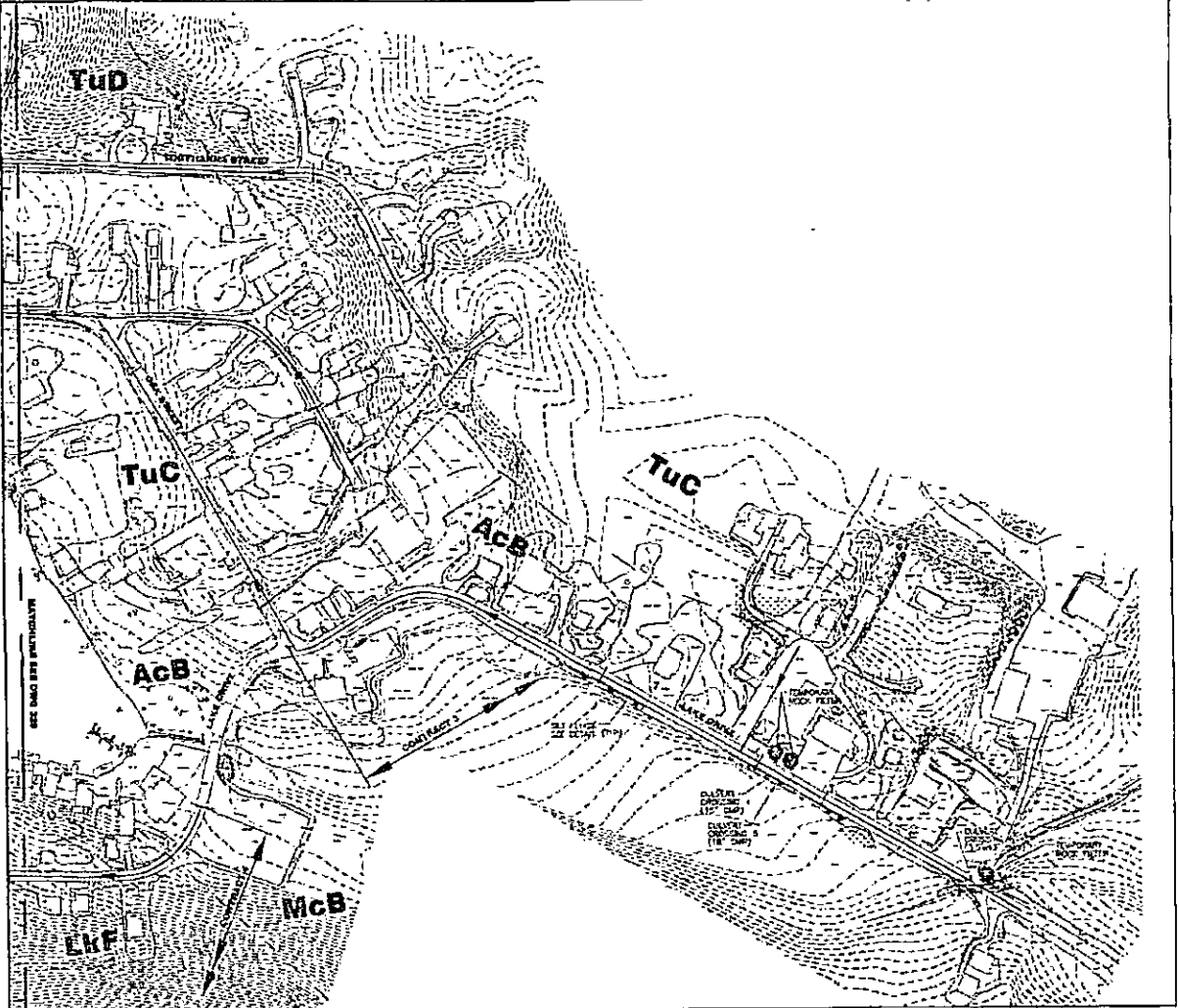


THIS DRAWING SHALL BE KEPT BY THE DESIGNER.  
 COPIES APPROVED BY THE ENGINEER.  
 REVISIONS AND CHANGES SHALL BE THE PROPERTY OF THE ENGINEER.

LEWIS ENTERPRISES, INC.  
**RECORD DRAWING**

NO.	REVISIONS	DATE	BY	CHK	DESIGN PLAN	370 N. Conestoga Pk., Suite 200 Plymouth Meeting, PA 19102	 <b>BCM Engineers</b> <small>Member of CH2M</small>	DESIGN ENGINEER	DATE	APPROVED	SEAL	<b>KIDDER TOWNSHIP</b> CARBON COUNTY, PA. SANITARY SEWERS	SCALE
					PROPOSED PLAN			08/15/12	APPROVED		1" = 100'		
					AGENCY ROAD			PROJECT NO.				17-28627 (201)	PROJECTING
					AGENCY FEATH			PROJECT NO.				308	DRAWING NO.
					AGENCY E28			DATE	1/15/12				SHEET
													1


REGISTERED PROFESSIONAL ENGINEER



THESE RECORD DRAWINGS WERE PREPARED BY BOB LUDLOW  
 ENGINEER INFORMATION PROVIDED BY THE CONTRACTOR.  
 RESPONSIBILITY FOR ACCURACY OF THESE RECORDS RESTS WITH THE CONTRACTOR

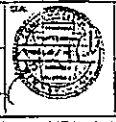
LELAND ENTERPRISES, INC.  
**RECORD DRAWING**

NO	REVISION	DATE	BY	DATE	GRADE FOR



**BCM Engineers**  
A Division of QTRC

925 W. Cumberland Pike Suite 200, Piquette, Michigan, MI 48642  
 P. 248.398.6300

DESIGN ENGINEER	ALP	APPROVED	
DRAWN BY		DATE	
PROJECT ENGINEER			
PROJECT MANAGER			
DATE			



**KIDDER TOWNSHIP**  
 CARBON COUNTY, PA  
**SANITARY SEWERS**

124' WIDTH AND SEDIMENTATION CONTROL PLAN

SCALE	1" = 100'
PROJECT NO.	5730027-0201
DRAWING NO.	225
SHEET	1

# KIDDER TOWNSHIP CARBON COUNTY, PENNSYLVANIA SANITARY SEWERS

## CONTRACT No. 4

**REVISIONS**

1. REVIEW THE DRAWINGS CAREFULLY AND MAKE SURE YOU UNDERSTAND THE SCOPE OF THE WORK AND THE LOCATION OF ALL STRUCTURES TO BE CONSTRUCTED.
2. VERIFY ALL WORK IS WITHIN RIGHT-OF-WAY BOUNDARIES AND RECORD IN SURVEY RECORDS.
3. FOR ALL TRENCH AND SHIELDING WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO BE CONSTRUCTED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO BE CONSTRUCTED.
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13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO BE CONSTRUCTED.

**REFERENCE LIST**

NO.	DESCRIPTION
1	GENERAL NOTES
2	PLAN & PROFILE
3	SECTION
4	CONSTRUCTION AND SECTION CONTROL PLAN
5	AS-BUILT WORK AND DETAILS

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
179 WILSON ROAD  
BETHLEHEM, PA. 18020  
PHONE: (610) 753-5100  
FAX: (610) 746-0974

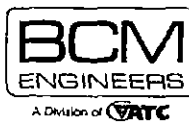
PA ONE CALL NO. 3610266

**UTILITY LIST**

- COOPER TELEPHONE COMPANY**  
1000 EAST 10TH STREET  
ALLIEN, PA 16801  
CITY: PA 16801
- AMERICAN ELECTRICITY, INC. BUREAU FROM EAST**  
100 W. BROAD STREET  
LEWISBURG, PA 15330  
ATTN: LEWISBURG
- VENCO ENERGY SERVICES, INC.**  
1110 FLEMING STREET  
HARRISBURG, PA 17105  
ATTN: THERESA PEATY
- BERKSHIRE POWER LINE COMPANY**  
PO BOX 500  
PLYMOUTH, PA 15081-0500  
ATTN: PLYMOUTH
- STATE POWER LINE COMPANY**  
675 SHOOKS AVENUE  
ROCKEFELLER, PA 15081  
ATTN: CLARA J. HANCOCK
- PA ELECTRIC UTILITIES CORPORATION**  
100 BROAD STREET  
LEWISBURG, PA 15330-1000  
ATTN: THERESA PEATY
- COMMERCIAL TELEPHONE COMPANY**  
215 FARMINGTON AVENUE  
100 BROAD STREET  
LEWISBURG, PA 15330-1000  
ATTN: THERESA PEATY
- BERKSHIRE POWER LINE COMPANY**  
PO BOX 500  
PLYMOUTH, PA 15081-0500  
ATTN: PLYMOUTH
- STATE POWER LINE COMPANY**  
675 SHOOKS AVENUE  
ROCKEFELLER, PA 15081  
ATTN: CLARA J. HANCOCK
- PA ELECTRIC UTILITIES CORPORATION**  
100 BROAD STREET  
LEWISBURG, PA 15330-1000  
ATTN: THERESA PEATY

**LEGEND**

	3" LOW PRESSURE SEWER LINE & GAS
	6" GRAVITY SANITARY SEWER (SS) AND MANHOLE
	12" GRAVITY SEWER AND MANHOLE
	DIRECTION OF FLOW
	6" WATER MAIN (6" FOUNDATION AND 4" CONNECTION)
	12" WATER MAIN
	18" WATER MAIN
	24" WATER MAIN
	30" WATER MAIN
	36" WATER MAIN
	42" WATER MAIN
	48" WATER MAIN
	54" WATER MAIN
	60" WATER MAIN
	66" WATER MAIN
	72" WATER MAIN
	78" WATER MAIN
	84" WATER MAIN
	90" WATER MAIN
	96" WATER MAIN
	102" WATER MAIN
	108" WATER MAIN
	114" WATER MAIN
	120" WATER MAIN
	126" WATER MAIN
	132" WATER MAIN
	138" WATER MAIN
	144" WATER MAIN
	150" WATER MAIN
	156" WATER MAIN
	162" WATER MAIN
	168" WATER MAIN
	174" WATER MAIN
	180" WATER MAIN
	186" WATER MAIN
	192" WATER MAIN
	198" WATER MAIN
	204" WATER MAIN
	210" WATER MAIN
	216" WATER MAIN
	222" WATER MAIN
	228" WATER MAIN
	234" WATER MAIN
	240" WATER MAIN
	246" WATER MAIN
	252" WATER MAIN
	258" WATER MAIN
	264" WATER MAIN
	270" WATER MAIN
	276" WATER MAIN
	282" WATER MAIN
	288" WATER MAIN
	294" WATER MAIN
	300" WATER MAIN



**BCM Engineers**

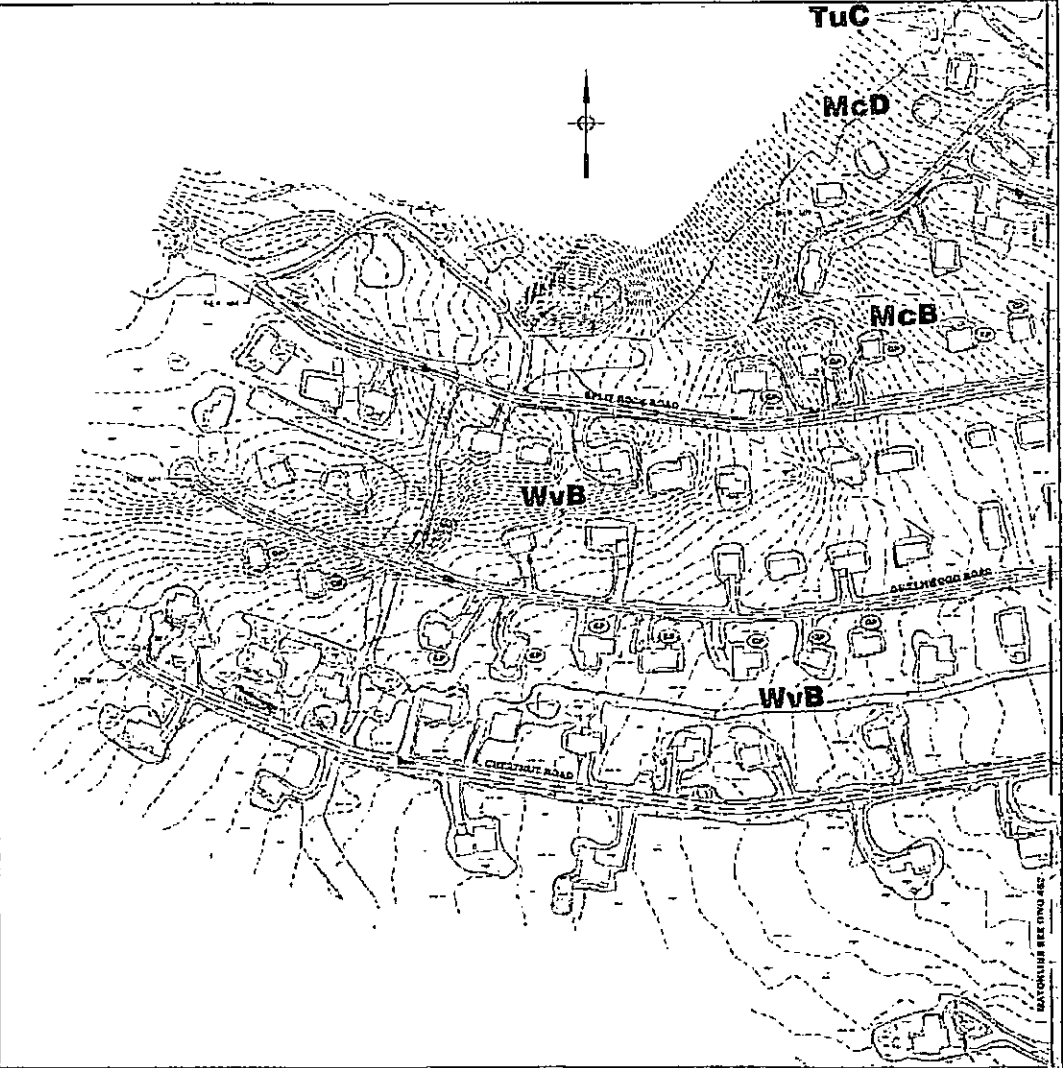
920 Germantown Pike, Suite 200  
Plymouth Meeting Pa. 19462



"AS-BUILTS"

**PROJECT NO. 57.58627.0201**  
**SET CONTAINS 64 DWGS.**





REPRODUCED DRAWING  
 FROM ORIGINAL DRAWING AND NOT TO BE USED  
 FOR CONSTRUCTION OF THE PROJECT WITHOUT  
 THE ORIGINAL DRAWING.  
 CONTRACT NO. \_\_\_\_\_

"AS-BUILTS"

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
 179 MIKRON ROAD  
 BETHLEHEM, PA. 18020  
 PHONE: (610) 759-5100  
 FAX: (610) 748-9274

**BCM ENGINEERS** BCM Engineers

DESIGN ENGINEER	H.A.	APPROVED	
CHECKED BY	CBT		
PROJECT ENGINEER	MAX	APPROVED	
DRAWN BY	LLR		
CHECKED BY	LL	DATE	8/15/92



**KIDDER TOWNSHIP**  
 BARBON COUNTY, PA.  
 SANITARY SEWERS

SCALE: 1" = 100'  
 PROJECT NO: 87-08827-0201  
 DRAWING NO: 151  
 SHEET: 17

NO.	REVISION	DATE	BY	DATE	BY

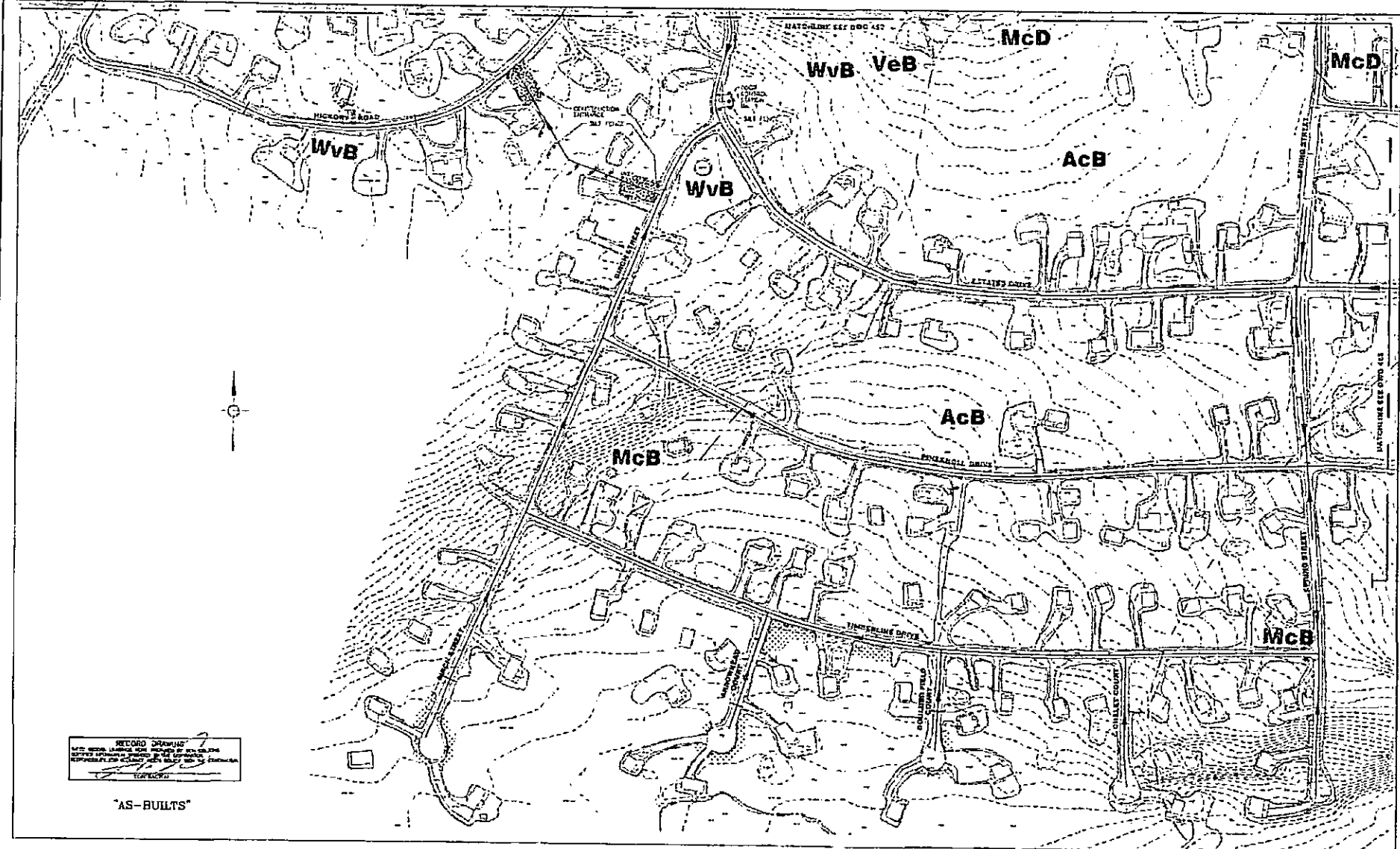
120 W. Commonwealth Ave., Suite 250, Harrisburg, PA 17142

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REPRODUCED FROM ORIGINAL DRAWING

2025 RELEASE UNDER E.O. 14176





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 IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY  
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 PERMISSION OF M.F. RONCA & SONS, INC.

"AS-BUILTS"

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
 179 MYRON ROAD  
 BRIDGEVILLE, PA. 18826  
 PHONE: (610) 748-5100  
 FAX: (610) 748-0974

**BCM ENGINEERS** BCM Engineers  
 620 W. Conestoga Pike, Suite 300, Pottsville, PA 17863

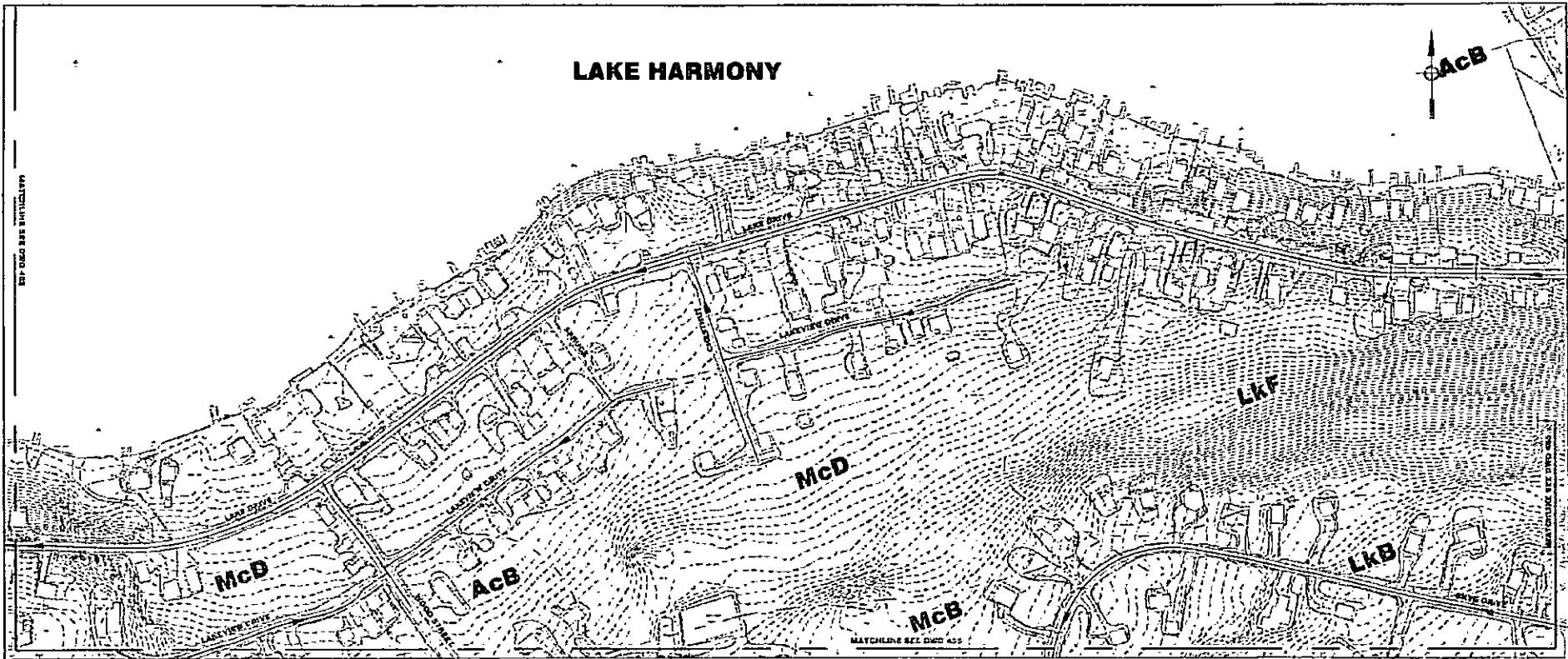
DESIGN ENGINEER	APPROVED	SEALED
DRAWN BY	CHECKED	
PROJECT ENGINEER	VERIFIED	
PROJECT MANAGER		
DRAWN BY		

**KIDDER TOWNSHIP**  
 CARBON COUNTY, PA.  
 SANITARY SEWERS

SCALE: 1" = 100'  
 PROJECT NO: 07-20077-0201  
 SHEET NO: 433

201 LUDLOW AND SEWAGE TREATMENT PLANT

10/20/07 10:00 AM M.F. RONCA & SONS, INC. 179 MYRON ROAD BRIDGEVILLE, PA 18826



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 ANY REPRODUCTION OR USE OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF BCM ENGINEERS IS PROHIBITED.  
 DATE: 1/15/02

"AS-BUILTS"

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
 170 MIRON ROAD  
 BETHLEHEM, PA. 18020  
 PHONE: (610) 759-3100  
 FAX: (610) 746-0274

**BCM ENGINEERS**  
 BCM Engineers  
 370 W. Commonwealth Pike, Suite 200, Plymouth Meeting, PA 19062

DESIGN ENGR	KAR	APPROVED	MAA
DRAWN BY	CAF	CHECKED	
PROJECT ENGR	KAP	DATE	1/15/02
CHECKED BY	LM		

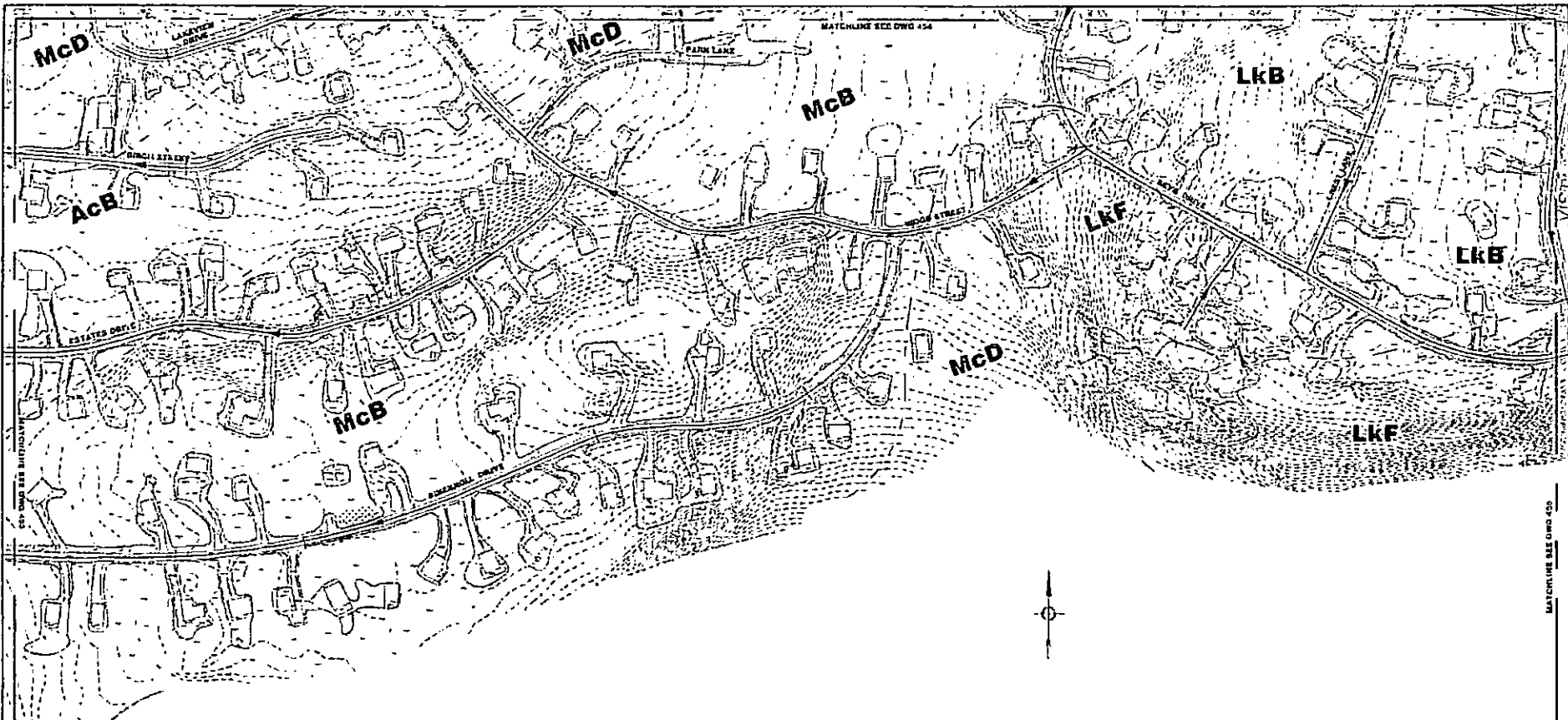


**KIDDER TOWNSHIP**  
 CARBON COUNTY, PA.  
 SANITARY SERVICES

SCALE: 1" = 110'  
 PROJECT NO: 87-506-27-0201  
 SHEET NO: 15  
 DATE: 1/15/02

NO.	REV.	DATE	BY	DESCRIPTION

M.F. RONCA & SONS, INC. 170 MIRON ROAD BETHLEHEM, PA. 18020  
 PHONE: (610) 759-3100 FAX: (610) 746-0274



RECORD CHANGE  
 I hereby certify that the above described work has been completed in accordance with the approved plans and specifications.  
 \_\_\_\_\_  
 DATE

"AS-BUILTS"

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
 173 MORRIS ROAD  
 BETHLEHEM, PA 18020  
 PHONE: (610) 750-5100  
 FAX: (610) 746-0974

**BCM ENGINEERS** BCM Engineers  
 1000 W. YORK ST. YORK, PA 17402

DESIGN ENGINEER	DATE	APPROVED
DRAWN BY	DATE	
CHECKED BY	DATE	

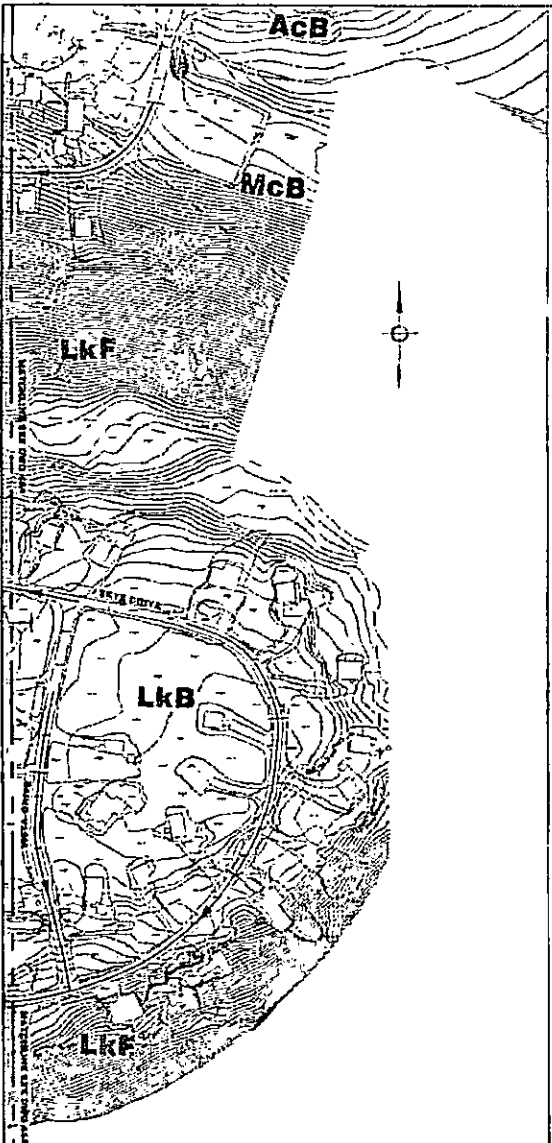


**KIDDER TOWNSHIP**  
 CLERMONT COUNTY, PA  
 SANITARY SEWERS

SEALED UNDER THE SUPERVISION OF THE ENGINEER

SCALE	1" = 100'
PROJECT NO.	17 58627 (02)
DRAWING NO.	133
DATE	

RECORDS PROTECTED, PERMANENT



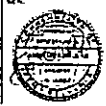
RECORD DRAWING  
 THIS DRAWING IS THE PROPERTY OF BCM ENGINEERS  
 ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING  
 WITHOUT THE WRITTEN PERMISSION OF BCM ENGINEERS IS  
 STRICTLY PROHIBITED.  
 1/15/02

"AS-BUILTS"

AS-BUILTS PROVIDED BY:  
**M.F. RONCA & SONS, INC.**  
 179 WILSON ROAD  
 BETHLEHEM, PA. 18020  
 PHONE: (610) 758-5100  
 FAX: (610) 746-0974

**BCM ENGINEERS**  
**BCM Engineers**

DESIGN ENGINEER	BAV	APPROVED	
DRAWN BY	CAF		
PROJECT ENGINEER	WAB		
PROJECT SUPERVISOR	ELP		
CHECKED BY	LM	DATE	1/15/02



**KIDDER TOWNSHIP**  
**CARBON COUNTY, PA.**  
**SANITARY SEWERS**

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

SCALE	1" = 10'
PROJECT NO.	SP 99527 0221
DRAWING NO.	436
SHEET	11

220 W. Commonwealth Blvd. Suite 200 Plymouth Meeting, PA 19068

PHONE 481-389-9900

REGISTERED PROFESSIONAL ENGINEER

**Attachment 6**

**List of Customer Properties wherein Pennvest-funded Grinder Pumps are located  
at the time of Closing (3/ pages)**

**NOTE: INCLUDED AS A COMPONENT OF THE GRINDER PUMP IS THAT PORTION  
OF THE CUSTOMER WASTEWATER LATERAL BETWEEN THE CURB-LINE OR  
EDGE-OF-ROAD AND THE GRINDER PUMP, ANY OR ALL OF WHICH LWWC MAY IN  
ITS SOLE DISCRETION CONVEY TO THE CUSTOMERS IDENTIFIED ON THIS  
ATTACHMENT 6 FOLLOWING CLOSING UPON SATISFACTION OF THE ABOVE-  
REFERENCED PENNVEST INDEBTEDNESS AND RELEASE OF THE PENNVEST LIEN(S).**

## CONTRACT 3

	Aqua #	EDU	Esse ment	Filed	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
1	1497394-1072910	1	X	F	GP-302-1A	18	Moseywood Rd	Thomas	Mitchell	1334 University Dr	Yardley, PA 19067	33A-21-B42.08
2	1497395-1072911	1	X		GP-302-1B	30	Moseywood Rd	Mark & Debra	Cafaro	9 Tamwood Ln	Sewell, NJ 08080	33A-21-B42.02
3	1497396-1072912	1	X		GP-302-2	14	Moseywood Rd	Aaron J	Stein	63 Bailey Dr	Washington Crossing, PA 18977	33A-21-B42.07
4	1497398-1072913	1	X		GP-302-2A	22	Moseywood Rd	Leonard	Scozzari	1891 N. Olden Ave	Trenton NJ 08638	33A-21-B42.09
5	1497400-1072914	1	X		GP-302-3	13	Moseywood Rd	Mark J & Traci D	Hammel	213 Chimney Oak Dr	Joppa, MD 21085	33A-21-B1
6	1497401-1072915	1	X		GP-302-4	11	Moseywood Rd	John C & ML	Zimmerman	15 Reservation Trail	Glenn Riddle, PA 19037	33A-21-B2
7	1497402-1072916	1	X		GP-302-5	30	Forest Dr	Wayne I. & Elizabeth	Pesaresi	1624 Warren St	Alpha, NJ 08865	33A-21-B41
8	1497403-1072917	1	X		GP-302-6	9	Moseywood Rd	Ronald J	Szabo	1323 Crestwood Rd	Bethlehem, PA 18018	33A-21-B3
9	1497404-1072918	1	X		GP-303-1	7	Moseywood Rd	Ronald	Celli	15 Weaver Dr	Marlton, NJ 08053	33A-21-B40
10	1497406-1072919	1	X		GP-303-2	2	Moseywood Rd	Thomas & Lucinda	Marturano	1280 Wisteria Dr	Malvern, PA 19355	33A-21-A25
11	1497407-1072920	1	X		GP-303-3	3	Moseywood Rd	Jeanne Marie	Applegate	503 First St	Annapolis, MD 21403	33A-21-A26
12	1497408-1072921	1	X		GP-303-4	1	Moseywood Rd	John I. & Rosemary	Pollick	PO Box 101	Lake Harmony, PA 18624	33A-21-A49
13	1497409-1072922	1	X		GP-304-1	5	Moseywood Rd	Marguerite	Green	PO Box 371	Lake Harmony, PA 18624	33A-21-B22
14	1497410-1072923	1	X		GP-304-2	50	Crest Dr	Harry & Jean	Carter	PO Box 329	Lake Harmony, PA 18624	33A-21-B21
15	1497411-1072924	1	X		GP-304-3	51	Crest Dr	Siegfried & Mary Jane	Roethlin	77 Old Orchard Dr	Hawthorne, NJ 07506	33A-21-A27
16	1497413-1072925	1	X		GP-304-4	52	Crest Dr	Sam & William	Wasson	312 Victoria Way	Chalfont PA 18914	33A-21-B20
17	1497415-1072926	1	X		GP-304-5	54	Crest Dr	Sharon L	Moss	22505 E Alder Dr	Aurora CO 80016	33A-21-B19
18	1497416-1072927	1	X		GP-304-6	53	Crest Dr	Fannie Mac		PO Box 650043	Dallas TX 75265	33A-21-A28
19	1497418-1072928	1	X		GP-304-7	55	Crest Dr	Ramon K	Kemp	382 Summerfield Circle	Ambler, PA 19002	33A-21-A29.01
20	1497419-1072929	1	X		GP-304-8	56	Crest Dr	Charlotte Jean	Eggert	PO Box 144	Lake Harmony, PA 18624	33A-21-B18
21	1497420-1072930	1	X		GP-304-9	58	Crest Dr	Rose Marie & Alan	Skolnik	12 Baird Dr	Hillsborough NJ 08844	33A-21-B17
22	1497422-1072931	1	X		GP-304-10	59	Crest Dr	Carolyn & Paul	Kouroupas	15 Layton Ct	Hillsborough NJ 08844	33A-21-A29
23	1497423-1072932	1	X		GP-304-11	60	Crest Dr	Robert M & Barbara	Borst	1058 Tenby Rd	Berwyn, PA 19312	33A-21-B16
24	1497424-1072933	1	X		GP-304-12	61	Crest Dr	George C & Frances L	Doll	384A Sudbury Ln	Monroe NJ 08831	33A-21-A30
25	1497425-1072934	1	X		GP-304-13	62	Crest Dr	Anthony J	Antonelli	103 E Baker Ave	Wildwood, NJ 08260	33A-21-B14,15
26	1497426-1072935	1	X		GP-304-14	65	Crest Dr	Thomas E	Harrison	71 Viewpoint Lane	Levittown PA 19054	33A-21-A31
27	1497427-1072936	1	X		GP-304-15	66	Crest Dr	John	Traub, Trustee	1028 Lavera Ln	Warminster, PA 18974	33A-21-B13
28	1497428-1072937	1	X		GP-304-16	69	Crest Dr	Arthur & Richard	Powell ET AL	234 Mall Blvd, Suite 130	King of Prussia PA 19406	33A-21-A33
29	1497430-1072938	1	X	F	GP-305-1	70	Crest Dr	Lynn A	Rigney	145 Timber Hill Dr	Monroe Twsp, NJ 08831	33A-21-B10,11
30	1497431-1072939	1	X		GP-305-2	73	Crest Dr	Gary F & Rita	Gardella	2 Denmark Ln	Jackson NJ 08527	33A-21-A35
31	1497432-1072940	1	X		GP-305-3	75	Crest Dr	James W & Cassandra	Valentine	629 Shadywood Dr	Perkasie PA 18944	33A-21-A36

CONTRACT 3

	Aqua #	EDU	Ease ment	Filed	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
32	1497433-1072941	1	X		GP-305-4	77	Crest Dr	Eric & Kellyn	Hodges	1365 Fenimore Ln	Gladwyne PA 19035-1333	33A-21-A37
33	1497434-1072942	1	X		GP-305-5	81	Crest Dr	Donald J	Landau	555 Van Reed Rd	Wyomissing PA 19601	33A-21-A39
34	1497435-1072943	1	X		GP-305-6	83	Crest Dr	Nancy K	Deisrouh	PO Box 605	Lake Harmony PA 18624	33A-21-A40
35	1497436-1072944	1	X		GP-306-1	230	N Lake Dr	Mary Dick	Ludgate	PO Box 231	Lake Harmony PA 18624	19A-21-E21
36	1497437-1072945	1	X		GP-306-2	232	N Lake Dr	James A	Wells/Finkbiner	2258 S Chester Springs Rd	Chester Spring PA 19425	19A-21-E20
37	1497438-1072946	1	X		GP-307-1	228	N Lake Dr	Sharon L	Haines	PO Box 389	Lake Harmony, PA 18624	19A-21-E20.01
38	1497439-1072947	1	X		GP-307-2	217	N Lake Dr	William J & Mary	Defalco	5194 Judson Dr	Bensalem, PA 19020	19A-21-E22.18
39	1497440-1072948	2	X		GP-307-3	222	N Lake Dr	Mary C	Becker	40 Perennial Dr	Fairless Hills, PA 19030	19A-21-E22.17
40	1497441-1072949	1	X		GP-307-4	220	N Lake Dr	Janet Lee	Murphy	1325 Quarry Ln	Lancaster, PA 17603	19A-21-E22.16
41	1497442-1072950	1	X		GP-307-5	215	N Lake Dr	Edward & Kathryn	Seitz	83 Clairmont Ave	Tamaqua PA 18252	19A-21-E19
42	1497443-1072951	2	X		GP-307-6	210	N Lake Dr	Sharon L	Haines	PO Box 389	Lake Harmony PA 18624	19A-21-E22.15
43	1497444-1072952	1	X		GP-307-7	211	N Lake Dr	Stephen H. & Nancy	Ellis	141 4th St	Hicksville PA 11801	19A-21-E18
44	1497446-1072953	1	X		GP-307-8	209	N Lake Dr	Adam J	Atkinson	PO Box 210	Lake Harmony PA 18624	19A-21-E17
45	1497447-1072954	1	X		GP-307-9	207	N Lake Dr	Frank W	Pieri	PO Box 191	Lake Harmony PA 18624	19A-21-E16
46	1497448-1072955	2	X		GP-307-10	206	N Lake Dr	Joseph & Margaret	Reif	134 Kaiser Dr	Downingtown PA 19355	19A-21-E22.14
47	1497451-1072956	1	X	F	GP-307-11	205	N Lake Dr	Valerie	McVey	PO Box 314	Blakeslee PA 18610	19A-21-E15
48	1497452-1072957	1	X		GP-307-12	202	N Lake Dr	Ronald A & Nancy Ann	Wagner	939 Oak Terracc	Southampton, PA 18966	19A-21-E22.13
49	1497453-1072958	1	X		GP-307-13	201	N Lake Dr	Michael V	Hickey	770 N Wales Rd	North Wales, PA 19454	19A-21-E14
50	1497454-1072959	1	X		GP-307-13A		N Lake Dr	Michael V	Hickey	770 N Wales Rd	North Wales, PA 19454	19A-21-E13
51	1497456-1072960	1	X		GP-307-14	197	N Lake Dr	Suzanne Ilene	Schiller	304 Queen St	Philadelphia, PA 19147	19A-21-E12.04
52	1497457-1072961	1	X		GP-307-15	193	N Lake Dr	Mary A	Farnschlader	PO Box 731	Lake Harmony, PA 18624	19A-21-E12
53	1497458-1072962	1	X		GP-308-1	189	N Lake Dr	Brian A	Rafferty	PO Box 236	Lake Harmony, PA 18624	19A-21-E12.01
54	1497459-1072963	1	X		GP-308-2	185	N Lake Dr	Judith M	Pollock	PO Box 535	Lake Harmony, PA 18624	19A-21-E12.02
55	1497460-1072964	1	X		GP-308-3	181	N Lake Dr	Joseph H & Vivian A	George	949 Bankbridge Rd	Sewell, NJ 08080	19A-21-E12.03
56	1497461-1072965	1	X		GP-308-4	182	N Lake Dr	Robert J	Sullivan, Jr	2491 Fieldcrest Ave	Norristown, PA 19403	19A-21-E35.01
57	1497462-1072966	1	X		GP-308-5	180F	N Lake Dr	Robert	Sendel	1241 Echo Dr	Whitchall, PA 18052	19A-21-E36
58	1497464-1072967	1	X		GPO/ GP-308-6	178R	N Lake Dr	Ellyn	McGinnis	PO Box 225	Lake Harmony, PA 18624	19A-21-E38.01
59	1497465-1072968	1	X		GP-308-7	178F	N Lake Dr	Christopher M	Murphy	PO Box 177	Lake Harmony, PA 18624	19A-21-E38
60	1497466-1072969	1	X		GP-308-8	177	N Lake Dr	Hulme W & Paula Marie	Thomas	808 W Broad St	Bethlehem, PA 18018	19A-21-E11
61	1497468-1072970	1	X		GP-308-9	175	N Lake Dr	Hulme W III	Thomas	PO Box 107	Lake Harmony PA 18624	19A-21-E10
62	1497469-1072971	1	X		GP-308-10	176	N Lake Dr	Francis D & Diana	Nolan, Jr	565 Belfry Dr	Center Square, PA 19422	19A-21-E39

## CONTRACT 3

	Aqua #	EDU	Ease ment	Filed	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
63	1497470-1072972	1	X		GP-308-11	174F	N Lake Dr	William J & Agnes M	Puskas, Jr	PO Box 468	Lake Harmony, PA 18624	19A-21-E40
64	1497472-1072973	1	X		GP-308-12	174R	N Lake Dr	Michael Q	Giuliani	109 Kent Dr	North Wales, PA 19454	19A-21-E39.01
65	1497473-1072974	1	X		GP-308-13	172	N Lake Dr	Lila	Frost	10 W Indian Ln	Norristown PA 19403	19A-21-E41
66	1497474-1072975	1	X		GP-308-14	63	N Lake Dr	Martin M & Hope E	Frankel	PO Box 228	Lake Harmony, PA 18624	19A-21-E9
67	1497475-1072976	1	X		GP-308-15	59	N Lake Dr	Martin M & Hope E	Frankel	PO Box 228	Lake Harmony, PA 18624	19A-21-E7.8
68	1497476-1072977	1	X		GP-308-17	57	N Lake Dr	Peter	Ginopolas	PO Box 197	Lake Harmony, PA 18624	19A-21-E6
69	1497477-1072978	1	X		GP-308-18	164	N Lake Dr	Robert	Smith	PO Box 312	Lake Harmony, PA 18624	19A-21-E42
70	1497478-1072979	1	X		GP-308-20	54	N Lake Dr	Edward J & Loretta A	Domin	1165 Stark Rd	Bethlehem, PA 18017	19A-21-E44.01
71	1497479-1072980	1	X		GP-308-21	150	Tobyhanna St.	Daniel	McDonald	1001 Culhane St	Chester PA 19013	19A-21-D59
72	1497473-1072981	1	X		GP-308-22	151	N Lake Dr	John J & Margaret R	Dematte IV	635 Blakeslee Blvd Dr We	Lehighon PA 18235	19A-21-D60
73	1497481-1072982	1	X		GP-308-23	149	N Lake Dr	Rocco	Leonardis ET AL	PO Box 1053	Brigantine NJ 08203	19A-21-D58
74	1497482-1072983	1	X		GP-308-24	147	N Lake Dr	Thomas F	Burns ET AL	1864 Rampart Ln	Lansdale, PA 19446-5051	19A-21-D57
75	1497473-1072984	1	X		GP-308-25	145	N Lake Dr	Robin	Rehrig	PO Box 166	Lake Harmony, PA 18624	19A-21-D56
76	1497484-1072985	1	X		GP-308-26	141	N Lake Dr	David	Bairdi	126 Hall St	Brooklyn NY 11205	19A-21-D55
77	1497485-1072986	1	X		GP-308-27	186	N Lake Dr	Paul B	Wieand ET AL	196 Redhill Rd	Ottsville, PA 18942	19A-21-E34
78	1609951-1072987	1	X		GP-308-28	184	N Lake Dr	ORVO	Properties	923 N 2nd St	Philadelphia, PA 19123	19A-21-E35
79	1497487-1072988	1	X		GP-308-29	164	N Lake Dr	Robert	Smith	PO Box 312	Lake Harmony, PA 18624	19A-21-E42
80	1497489-1072989	1	X		GP-308-30	162	N Lake Dr	Mark B & Beth	Zinman	19 Cumeo Dr	Richboro, PA 18954	19A-21-E43
81	1497490-1072990	1	X		GP-308-31	160F	N Lake Dr	Scott & Arlene	Korn	1233 Meadow Rd	Villanova, PA 19085	19A-21-E44
82	1497491-1072991	1	X		GP-308-32	150	N Lake Dr	Thomas & Christina	Haralampoudis	27 Pomeroy Rd	Madison, NJ 07940	19A-21-D61
83	1497492-1072992	1	X		GP-308-33	148	N Lake Dr	Albert J. & Laura A.	Duna	286 Honey Hole Rd	Drums, PA 18222	19A-21-D62
84	1497493-1072993	1	X		GP-308-34	146	N Lake Dr	Gerald G. & Anna Marie	Dunlap	1912 Rickert Rd	Perkasie, PA 18944	19A-21-D63
85	1558070-1072994	1	X	F	GP-309-1	142	N Lake Dr	Barry	Katz	325 Thornbrook Ave	Rosemont PA 19010	19A-21-D65
86	1558074-1072995	1	X	F	GP-309-2	142	N Lake Dr	Barry	Katz	325 Thornbrook Ave	Rosemont PA 19010	19A-21-D65
87	1497496-1072996	1	X		GP-309-3	140	N Lake Dr	Richard A. & Maurcen	Kennedy	PO Box 782	Lake Harmony, PA 18624	19A-21-D66
88	1497497-1072997	1	X		GP-309-4	139	N Lake Dr	Richard	Turtzo	PO Box 142	Pen Argyl, PA 18072	19A-21-D54
89	1497498-1072998	1	X		GP-309-5	137	N Lake Dr	Ralph C. & Elizabeth	Lennon	PO Box 29	Lake Harmony, PA 18624	19A-21-D53
90	1497499-1072999	1	X	F	GP-309-6	138	N Lake Dr	Stephen J	Messina	23 Traub Dr	Churchville, PA 18966	19A-21-D67
91	1497500-1073000	1	X		GP-309-7	136	N Lake Dr	Visitacion	Dizon	2307 Mahoning Dr E	Lehighon, PA 18235	19A-21-D68
92	1497501-1073001	1	X		GP-309-8	134	N Lake Dr	Samuel J & Elizabeth M	Milazzo	1605 River Rd	Pintston, PA 18640	19A-21-D69
93	1497502-1073002	1	X		GP-309-9	133	N Lake Dr	Ralph C. & Elizabeth	Lennon	PO Box 29	Lake Harmony, PA 18624	19A-21-D51.52

CONTRACT 3

	Aqua #	EDU	Ease ment	Filed	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
94	1497503-1073003	1	X		GP-309-10A	132	N Lake Dr	Margretta	Keptner	902 Hertzler Rd	Mechanicsburg, PA 17055	19A-21-D70
95	1497504-1073004	1	X		GP-309-10B	130	N Lake Dr	Louis & Faith E	Kindred	801 Lehigh St	Jim Thorpe, PA 18229	19A-21-D71
96	1497505-1073005	1	X		GP-309-11	124	N Lake Dr	Ryan	Kerr	854 Sergentsville Rd	Stockton, NJ 08559	19A-21-D72
97	1788234-1073006	1	X		GP-309-12	121	N Lake Dr	Louise	Zimmerman	246 E Ludlow St	Summit Hill PA 18250	19A-21-D47
98	1497507-1073007	1	X		GP-309-13	98	N Lake Dr	Sonia M.	Harmony	PO Box 3	Lake Harmony, PA 18624	19A-21-C1
99	1497508-1073008	1	X		GP-309-14	96	N Lake Dr	David G & Gayle M	Turtzo	118 E Pennsylvania Ave	Pen Argyl, PA 18072	19A-21-C2
100	1497509-1073009	1	X		GP-309-15	101	N Lake Dr	Scott	Inhoffer	PO Box 248	Lake Harmony, PA 18624	19A-21-D29
101	1497510-1073010	1	X		GP-309-16	99	N Lake Dr	Matthew T & Constance	Long	PO Box 11	Lake Harmony, PA 18624	19A-21-D28
102	1497511-1073011	1	X		GP-309-17	97	N Lake Dr	Dorothy & Cheryl Anne	Milligan	7116 Oxford Rd	Baltimore, MD 21212	19A-21-D27
103	1497512-1073012	1	X		GP-309-20	94	N Lake Dr	Danielle Nichole	Way	PO Box 303	Lake Harmony PA 18624	19A-21-C3
104	1497513-1073013	1	X		GP-309-21	92	N Lake Dr	Samuel J & Elizabeth M	Milazzo	1605 River Rd	Pittston, PA 18640	19A-21-C4
105	1497514-1073014		X		GP-310-1A	92	N Lake Dr	Samuel J & Elizabeth M	Milazzo	1605 River Rd	Pittston, PA 18640	19A-21-C4
106					GP-310-1B	92		Samuel J & Elizabeth M	Milazzo	1605 River Rd	Pittston, PA 18640	19A-21-C4
107	1497515-1073015	1	X		GP-310-2	93	N Lake Dr	Samuel J & Elizabeth M	Milazzo	1605 River Rd	Pittston, PA 18640	19A-21-D25
108	1497516-1073016		X		GP-310-3A GP-310-3B	90	Lake Harmony Rd Terra Cottage	Loreen R	Daniels	PO Box 760	Pocono Lake, PA 18347	19-21-A2.05
109	1499908-1075071					90		Loreen R	Daniels	PO Box 760	Pocono Lake, PA 18347	19-21-A2.05
110	1499475-1074662											
111	1497517-1073017		X		GP-310-4A GP-310-4B	91	N Lake Dr	Paul & Bette	Davidson	PO Box 565	Lake Harmony, PA 19824	19A-21-D24
112						91		Paul & Bette	Davidson	PO Box 565	Lake Harmony, PA 19824	19A-21-D24
113	1497518-1073018		X		GP-310-6A GP-310-6B	96	Lake Harmony Rd	Nicholas L	Pantage	PO Box 273	Lake Harmony, PA 18624	19A-21-D22
114						96		Nicholas L	Pantage	PO Box 273	Lake Harmony, PA 18624	19A-21-D22
115	1497519-1073019	1	X		GP-310-7	100	Lake Harmony Rd	Otto Robert & Joan E	Schmid	PO Box 552	Lake Harmony, PA 18624	19A-21-D18
116	1497520-1073020		X		GP-310-8	104	Lake Harmony Rd	Lake Harmony Rescue	Ambulance	PO Box 564	Lake Harmony, PA 18624	19A-21-D16/17
117	1497520-1073021	1	X		GP-310-9	108	Lake Harmony Rd	June	Kresge	PO Box 322	Lake Harmony, PA 18624	19A-21-D15
118	1497520-1073022	1	X		GP-310-10	110	Lake Harmony Rd	June	Kresge	PO Box 322	Lake Harmony, PA 18624	19A-21-D14
119	1497523-1073023		X	F	GP-310-11	114	Lake Harmony Rd	Metro Properties		2 Charlton St Apt 14D	New York, NY 10014	19A-21-D12
120	1497524-1073024		X		GP-311-1	122	Lake Harmony Rd	Lake Harmony	Fire Co	PO Box 554	Lake Harmony, PA 18624	19A-21-D9
121	1497525-1073025		X		GP-311-2	126	Lake Harmony Rd	Peddler's	Properties	PO Box 87	Albrightsville, PA 18210	19A-21-D7.8
122	1497527-1073027		X		GP-311-5A GP-311-5B	134	Lake Harmony Rd	LNP Properties		132 S Laurel St	Hazleton, PA 18201	19A-21-D4
123						134		Louie's Prime				
124	1497528-1073028	1	X		GP-311-6	135	Lake Harmony Rd	Walter	Hussar	PO Box 161	Jim Thorpe, PA 18229	19-21-A1

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	Aqua #	EDU	Ease ment	Filed	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
125	1497529-1073029	I	X		GP-311-7		Lake Harmony Rd	Kenneth	Detweiler	PO Box 568	Lake Harmony, PA 18624	19A-21-D77
126	1497530-1073030	I	X		GP-312-1	34	Forest Dr	John F & Irene F	Bubel	53 Rampart East	Media, PA 19063	33A-21-B4
127	1497531-1073031	I	X		GP-312-2	35	Forest Dr	Rhory	Wright	324 Huffman Dr	Exton, PA 19341	33A-21-B8.02
128	1497532-1073032	I	X		GP-312-3	38	Forest Dr	Donald T & Eileen C	Duggan	PO Box 526	Lake Harmony, PA 18624	33A-21-B6
129	1497533-1073033	I	X		GP-312-4	37	Forest Dr	Louis W & Diane	Tilley	92 Beacon Square	Chesterbrook PA 19087	33A-21-B8.03
130	1498353-1073701	I	X		GP-312-5	40	Forest Dr	Marshal	Hyman	3709 Michelle Way	Pikesville MD 21208	33A-21-B7.01
131	1497534-1073034	I	X		GP-312-6	39	Forest Dr	William G	Matthews ET AL	167 Steeplechase Rd	Devon, PA 19333	33A-21-B8.04
132	1497535-1073035	I	X		GP-312-7	41	Forest Dr	Larry & Michelle	Goldstein	602 Argyle Circle	Wynnewood, PA 19096	33A-21-B8.01
133	1497536-1073036	I	X		GP-313-1	8	Moscywood Rd	Mark F	Peterson	1411 N Fairfax Ave #24	W Hollywood, CA 90046	33A-21-B39
134	1497538-1073037	I	X	F	GP-313-2	27	Forest Dr	Wister W & Kristen C	Yubas Jr	10 Lissa Ln	Sugarloaf PA 18249	33A-21-B38
135	1497539-1073038	I	X		GP-313-3	28	Forest Dr	Joseph S	Colahillo	199 Sandy Ridge	Stockton, NJ 08359	33A-21-B44.01
136	1497540-1073039	I	X		GP-313-4	25	Forest Dr	Bronne J & Cynthia L	Bruzgo	1595 Allen Way	Bethlehem, PA 18017	33A-21-B37.02
137	1497541-1073040	I	X		GP-313-5	26	Forest Dr	Martin T & Patricia	Sarkees	2461 N Feathering Rd	Media, PA 19063	33A-21-B44
138	1497542-1073041	I	X		GP-313-6	24	Forest Dr	Ronald C	Bauder	2606 Nottingham Rd	Bethlehem, PA 18017	33A-21-B42.01
139	147729-1073042	I	X		GP-313-7	23	Forest Dr	Michael & Aimee	Lipka	367 Holly Rd	Marlton NJ 08053	33A-21-B37
140	1498359-1073707	I	X	F	GP-313-8	22	Forest Dr	Scott F	Peterson	PO Box 69	Lake Harmony, PA 18624	33A-21-B46.05
141	1497545-1073044	I	X		GP-313-9	21	Forest Dr	William A & Ruth R	Wood	604 Willow Valley Sq	Lancaster, PA 17602	33A-21-B37.01
142	1497546-1073045	I	X		GP-313-10	20	Forest Dr	Ervin M	Simpson IV	PO Box 518	Lake Harmony, PA 18624	33A-21-B46.02
143	1497549-1073046	I	X	F	GP-313-11	19	Forest Dr	Ted E	Wagner	1146 Treeline Dr	Allentown PA 18103	33A-21-B37.03
144	1497550-1073047	I	X		GP-313-12	18	Forest Dr	Joan C	Hadden	824 Millar Rd	Newtown Square, PA 19073	33A-21-B46.07
145	1497552-1073048	I	X		GP-313-13	15	Forest Dr	James N	Pepperman	11 Wyndham Ln	Chester Springs PA 19425	33A-21-B36
146	1497553-1073049	I	X		GP-313-14	16	Forest Dr	James R	Gillian	5 Walnut Rd	Ocean City, NJ 08226	33A-21-B46.06
147	1497556-1073050	I	X		GP-313-15	14	Forest Dr	C Joseph	Nordon	932 Kings Arms Dr	Downington, PA 19335	33A-21-B46.04
148	1497557-1073051	I	X		GP-313-16	13	Forest Dr	Walter & Gertrude E	D'Alessio, Jr	580 Wigard Ave	Philadelphia PA 19128	33A-21-B35
149	1497558-1073052	I	X		GP-314-1	46	Crest Dr	William F & Beryl G	Rosen III	717 S Warren Ave	Malvern PA 19355	33A-21-B23
150	1497559-1073053	I	X		GP-314-2	44	Crest Dr	Joanne N	Wells	329 Black Matt Rd	Douglasville, PA 19518	33A-21-B24
151	1497560-1073054	I	X		GP-314-3	43	Crest Dr	J Donald	Reiff	PO Box 587	Blakeslee, PA 18610	33A-21-A24.01
152	1497561-1073055	I	X		GP-314-4	41	Crest Dr	David	Gansfuss	303 Sunset Rd	Skillman, NJ 08558	33A-21-A23
153	1497563-1073056	I	X	F	GP-314-5	42	Crest Dr	Thomas M & Denise S	Brazell	29 Wheatfield Dr	Wilmington DE 19810-4331	33A-21-B25
154	1497564-1073057	I	X		GP-314-6	39	Crest Dr	Fanny	Chodosh	1526 Carol Rd	Meadowbrook, PA 19046	33A-21-A22
155	1497565-1073058	I	X		GP-314-7	40	Crest Dr	John A	Bernsen	510 Nob Hill Dr	Perkasie, PA 18944	33A-21-B26.01

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156	1497567-1073059	I	X		GP-314-8	38	Crest Dr	Charlotte	Weimer	873 Harleysville Pike	Harleysville PA 19438	33A-21-B26
157	1497569-1073060	I	X		GP-314-9	37	Crest Dr	Peter & Sarah	Bates	9705 Gudel Dr	Ellicon City MD 21042	33A-21-A21
158	1497570-1073061	I	X		GP-314-10	35	Crest Dr	Joy H	Tartar	233 Friendship Dr	Paoli PA 19301	33A-21-A20
159	1497571-1073062	I	X		GP-314-11	36	Crest Dr	James A	Hesck	369 Holly Rd	Marlion, NJ 08053	33A-21-B27.01
160	1497573-1073063	I	X		GP-315-1	26	Labarre	Mark	Tanner	PO Box 376	Lake Harmony PA 18624	19A-21-E22.19
161	1497574-1073064	I	X		GP-315-2	224	Labarre	Paul C & Nancy S	Hauptert	34105 Ann's Choice Way	Warminster, PA 18974	19A-21-E22.12
162	1497575-1073065	I	X		GP-315-3	222	Labarre	Charles F & Marie S	Reichert	7 Deer Run Rd	Boyertown PA 19512	19A-21-E22.11
163	1497576-1073066	I	X		GP-315-4	220	Labarre	Kathleen M	Lex/McEvoy	465 Freedom View Ln	Phoenixville, PA 19460	19A-21-E22.10
164	1497577-1073067	I	X		GP-315-5	218	Labarre	Thomas M & Dale R	Bynon, Jr	PO Box 742	Lake Harmony PA 18624	19A-21-E22.09
165	1497578-1073068	I	X		GP-315-6	216	Labarre	Jacqueline	Skrapits	2104 Abington Rd	Bethlehem PA 18018	19A-21-E22.08
166	1497579-1073069	I	X		GP-315-7	214	Labarre	Dan C	Andrews	139 Dellen Ln	Weatherly PA 18255	19A-21-E22.01
167	1497580-1073070	I	X		GP-315-8	212	Labarre	Virginia L	Raphaelson	PO Box 712	Lake Harmony PA 18624	19A-21-E23
168	1497581-1073071	I	X		GP-315-10	210	Labarre	Kurt	Wolfgang	PO Box 282	Lake Harmony PA 18624	19A-21-E24
169	1497583-1073072	I	X		GP-315-11	208	Labarre	Michael A	Porreca	22 Rollong Glen Ct	Mount Laurel NJ 08054	19A-21-E25
170	1497584-1073073	I	X		GP-315-12	206	Labarre	Ron Taylor	& Jean Raum	490 Station Rd	Wawa PA 19063	19A-21-E26
171	1497585-1073074	I	X		GP-315-13	204	Labarre	James R & Katherine E	Taylor	217 Harvard Ave	Swarthmore, PA 19081	19A-21-E27
172	1497586-1073075	I	X		GP-315-14	202	Labarre	Deborah A	Schwartz	PO Box 318	Lake Harmony, PA 18624	19A-21-E28
173	1497587-1073076	I	X		GP-315-15	198	N Lake Dr	Arnold	Bowles	25217 Ann's Choice Way	Warminster, PA 18974	19A-21-E29
174	1497588-1073077	I	X		GP-315-16	196	N Lake Dr	Dean T & Marilee J	Cassidy	43 Roosevelt Dr	Boyertown, PA 19512	19A-21-E30
175	1497589-1073078	I	X		GP-315-17	194	N Lake Dr	Andrew J & Kathleen	Turezyn	600 Brintons Bridge Rd	West Chester, PA 19382	19A-21-E31
176	1497590-1073079	I	X		GP-315-18	192	N Lake Dr	David A & Jill C	Palanzo	515 E Main St	Annville, PA 17003	19A-21-E32
177	1497591-1073080	I	X		GP-315-19	188	N Lake Dr	Curtis A	Ashner, Jr	PO Box 342	Lake Harmony, PA 18624	19A-21-E33
178	1497592-1073081	I	X		GP-316-1	100	Kirk St	Peter B	Vogel, Jr	930 Anderson St	Trainer, PA 19061	19A-21-D10.01
179	1497593-1073082	I	X		GP-316-2	110	Ridge St	Wade Carl	Kresge	PO Box 322	Lake Harmony, PA 18624	19A-21-D75
180	1497594-1073083	I	X		GP-316-3	114	Ridge St	Catherine Irene	Kresge	PO Box 315	Lake Harmony, PA 18624	19A-21-D76
181	1497595-1073084	I	X		GP-316-5	122	Ridge St	Charles J & Charles B	Maurer	2004 1/2 Green St	Allentown, PA 18104	19A-21-D3
182	1497596-1073085	I	X		GP-316-7	126	Kirk St	Robert L	Washick	Box 253 360 Main St	Coryngton, PA 18219	19A-21-D1
183	1497597-1073086	I	X		GP-317-1	125	N Lake Dr	Beth A & Lee	Frantz	34 North St	Slatington, PA 18080	19A-21-D49
184	1497599-1073087	I	X	F	GP-317-2	25	Tobyhanna St	Gabor	Nagy	74 Ketch Rd	Morris Township, NJ 07960	19B-21-F3
185	1497600-1073088	I	X		GP-317-3	23	Tobyhanna St	John D & Kathleen A	Conaway	347 Oakdale Pl	Springfield, PA 19064	19B-21-F4
186	1497601-1073089	I	X		GP-317-4	27	Tobyhanna St	Joseph P & Marienc R	Giordano, Jr.	304 Winding Way	Merion Station, PA 19066	19B-21-F2

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187	1497602-1073090	I	X		GP-317-5	29	Tobyhanna St	Louis A & Joyce A	Cerino	361 Logan Dr	Hatfield, PA 19440	19B-21-F1
188	1497604-1073092	I	X		GP-317-7	163	Tobyhanna St	Joseph M & Linda K	Fasching	5921 Chapmans Rd	Orefield, PA 18069	19A-21-E2
189	1497605-1073093	I	X		GP-317-9	131	N Lake Dr	Carol K	Snyder	783 Richmond Dr	Sicklerville, NJ 08081	19A-21-D50
190	1497606-1073094	I	X		GP-317-11	179	Tobyhanna St	Martin J & Susan B	Coughlin	PO Box 524	Lake Harmony, PA 18624	19A-21-E4
191	1497607-1073095	I	X		GP-318-1	21	Tobyhanna St	David	Zinman	19 Camco Dr	Richboro, PA 18954	19B-21-F5
192	1497609-1073096	I	X		GP-318-2	111	N Lake Dr	David	Washington	8114 Washington Lane	Wyncote PA 19095	19A-21-D41
193	1497610-1073097	I	X		GP-318-3	19	Tobyhanna St	David W	Bamdi	501 Edgewater Ave	Westville, NJ 08093	19B-21-F6
194	1497611-1073098	I	X		GP-318-4	107	Harmony Ave	Daniel J & Patricia	Cairns ET AL	PO Box 108	Lake Harmony, PA 18624	19A-21-D38
195	1497612-1073099	I	X		GP-318-5	17	Tobyhanna St	Gregory D	Wilson	51 Horseshoe Dr	Ephrata, PA 17522	19B-21-F7
196	1497613-1073100	I	X		GP-318-6	105	Harmony Ave	Aubrey & Melinda	Sledzinski	400 N 17th St	Camp Hill, PA 17011	19A-21-D37
197	1657369-1073101	I	X		GP-318-7	15	Tobyhanna St	Robert Feusner	Wm Berry	851 W Maple Dr	Southampton PA 18966	19B-21-F8
198	1497615-1073102	I	X		GP-318-8	13	Tobyhanna St	Raymond A & Jean M	LaFrance	PO Box 227	Lake Harmony, PA 18624	19B-21-F9
199	1763523-1073103	I	X		GP-318-9	11	Tobyhanna St	Sue Ling & David Lu	Tsui	1907 Fleming Ave	Willow Grove PA 19090	19B-21-F10
200	1497617-1073104	I	X		GP-319-1	117	N Lake Dr	John T & Catherine A	Corkill	1541 Capouse Ave	Scranton, PA 18509	19A-21-D15
201	1497618-1073105	I	X		GP-319-3	113	N Lake Dr	Louis G & Faith E	Kindred	804 Lehigh St	Jin Thorpe, PA 18229	19A-21-D42
202	1497619-1073106	I	X		GP-319-4	109	Harmony Ave	Candice	Kistler	PO Box 332	Lake Harmony, PA 18624	19A-21-D39
203	1497620-1073107	I	X		GP-319-6	123	Fem St	Andrew J	Demchik	PO Box 353	Lake Harmony, PA 18624	19A-21-D36
204	1770958-1073108	I	X	F	GP-319-7	122	Fem St	Douglas A	Howard	PO Box 550	Lake Harmony PA 18624	19A-21-D30
205	1497623-1073109	I	X		GP-319-9	121	Fem St	Mary M	Petrececa	1286 Hammon Ave	Ephrata, PA 17522	19A-21-D35
206	1497624-1073110	I	X		GP-319-10	119	Fem St	Scott	Sundberg	PO Box 295	Lake Harmony, PA 18624	19A-21-D34
207	1497625-1073111	I	X		GP-319-12	117	Fem St	James H & Deirdre D	Huber	804 E 2nd St	Bloomsburg, PA 17815	19A-21-D33
208	1497626-1073112	I	X		GP-319-13	115	Fem St	Aubrey & Melinda	Sledzinski	400 N 17th St	Camp Hill, PA 17011	19A-21-D32
209	1497627-1073113	I	X		GP-319-14	113	Fem St	Paul	Dorman	12101 Thorton Rd	Philadelphia PA 19154	19A-21-D31
210	1497628-1073114	I	X		GP-320-1	78	Lake Dr	Ronald	Banko	114 Azalea Way	Flourtown PA 19031	33A-21-A41
211	1497629-1073115	I	X		GP-320-2	76	Lake Dr	Orville C	Wetmore	1007 Oricote Ave	Wilmington DE 19807-2260	33A-21-A42
212	1497631-1073116	I	X		GP-320-3	74	Lake Dr	Christopher F	Meuller	30 Green Well Ln	Villanova PA 19085	33A-21-A43
213	1497631-1073116	I	X		GP-320-4	72	Lake Dr	Jonathan	Seaman	2545 Center St	Bethlehem PA 18017	33A-21-A43.01
214	1497633-1073118	I	X		GP-320-5	70	Lake Dr	Irene & William N	Spangler	809 Front St	Dunellen NJ 08812	33A-21-A44
215	1497634-1073119	I	X		GP-320-6	68	Lake Dr	Donald B	Grosser	120 Dan View Dr	Media PA 19063	33A-21-A45
216	1497635-1073120	I	X		GP-320-7	66	Lake Dr	Anne J	Knox, Trustee	376 Mt Alverno Rd	Media PA 19063	33A-21-A46
217	1497637-1073121	I	X		GP-320-8	64	Lake Dr	Vicnet & Cynthia	Sullivan	20 Mustang Ct	Holland, PA 18966	33A-21-A47

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218	1497639-1073122	1	X	F	GP-321-2	17	Crest Dr	F Joseph	Finley	835 Chestnut St	Collingdale, PA 19023	33A-21-A10
219	1497640-1073123	1	X		GP-321-3	19	Crest Dr	Ronald & Alice	Faas	46 Watson Ave	West Orange, NJ 07052	33A-21-A11
220	1497641-1073124	1	X		GP-321-4	21	Crest Dr	Stephen C	Lillis	901 Norgate Dr	Ridgewood, NJ 07450	33A-21-A12
221	1497643-1073125	1	X		GP-322-1	23	Crest Dr		Sparingo/Phelps	PO Box 694	Ambler, PA 19002	33A-21-A13
222	1497644-1073126	1	X		GP-322-2	22	Crest Dr	Otto Robert & Joan E	Schmid	PO Box 552	Lake Harmony, PA 18624	33A-21-B30,31
223	1497645-1073127	1	X		GP-322-4	25	Crest Dr	Todd C	Smith	1 Walden Place	Monclair, NJ 07042	33A-21-A14
224	1497646-1073128	1	X		GP-322-5	27	Crest Dr		Full Circle LLC	1891 N Olden Ave	Trenton, NJ 08638	33A-21-A15
225	1497647-1073129	1	X		GP-322-6	26	Crest Dr	Scott & Angela	Sprouse	PO Box 39	Lake Harmony, PA 18624	33A-21-B29
226	1497648-1073130	1	X		GP-322-7	29	Crest Dr	Glen W	Nebe	265 Frogtown Rd	Kintnersville, PA 18930	33A-21-A16
227	1497649-1073131	1	X		GP-322-8	30	Crest Dr	Noel P & Lorie	Kegerise	1905 Mariette Ave	Lancaster, PA 17603	33A-21-B28
228	1497650-1073132	1	X		GP-322-9	31	Crest Dr	Michael T	Foglietta	156 Charles Dr	Havertown, PA 19083	33A-21-A17
229	1497651-1073133	1	X		GP-323-1	12	Crest Dr	Dorothy J	Bruzgo	PO Box 274	Lake Harmony, PA 18624	33A-21-B49
230	1497653-1073134	1	X		GP-323-2	16	Crest Dr	Robert T	Bantivoglio Jr	2 Mountain View Trail	Chadds Ford, PA 19317	33A-21-B32
231	1497654-1073135	1	X		GP-323-3	6	Forest Dr	Robert	Ryan	330 Frog Hollow Rd	Phoenixville, PA 19460	33A-21-B48.03
232	1497655-1073136	1	X		GP-323-4	7	Forest Dr	Alice J	Murphy	911 Wootton Rd	Bryn Mawr, PA 19010	33A-21-B33
233	1497656-1073137	1	X		GP-323-5	8	Forest Dr	Michelle S	Powers	2874 Paprika Rd	Doylestown, PA 18901	33A-21-B48.02
234	1497657-1073138	1	X		GP-323-6	9	Forest Dr	Michael & Athena	Meier	PO Box 473	Lake Harmony, PA 18624	33A-21-B33.01
235	1497658-1073139	1	X		GP-323-7	10	Forest Dr	Edward	Bower	59 Twining Ford Rd	Richboro, PA 18954	33A-21-B48.01
236	9-10731401497660-1	1	X		GP-323-8	12	Forest Dr	Lisa & Thomas	Roll	108 Red Mill Rd	Glen Gardner, NJ 08826	33A-21-B47
237	1497660-1073141	1	X		GP-323-9	11	Forest Dr	Volko & Mira	Chizhik	227 E 7th St Apt. 5-7	Brooklyn, NY 11218-2624	33A-21-B34
238	VC account	0	X		GP-324-1	1	Lake Dr	Vacation Charters	Pavilion	PO Box 592	Lake Harmony, PA 18624	33A-21-A3
239	1497662-1073143	1	X		GP-324-3	24	Lake Dr	Lara	McKee	4 Hickman Ln	Glen Mills, PA 19342	33A-21-A66
240	1497663-1073144	1	X		GP-324-4	26	Lake Dr	John V & Maria	Piccione	1 Moore Circle	Media, PA 19063	33A-21-A65
241	1497664-1073145	1	X		GP-324-5	28	Lake Dr	Robert M	Cohen	2401 PA Ave Apt 2A5	Philadelphia, PA 19130	33A-21-A64
242	1497665-1073146	1	X		GP-324-6	30	Lake Dr	Avedission Boland LLC		58 Timberline Dr	Wyomissing, PA 19610	33A-21-A63
243	1497666-1073147	1	X		GP-324-7	32	Lake Dr	Rudolph	Litzbeck	112 Robin Ave	Livingston, NJ 07039	33A-21-A62
244	1497667-1073148	1	X		GP-324-8	34	Lake Dr	Gregory W	Thomas	955 Lenape Rd	West Chester, PA 19382	33A-21-A61
245	1497668-1073149	1	X		GP-324-9	36	Lake Dr	Mark R & Noreen M	Leffler	1077 Eagle Rd	Newtown, PA 18940	33A-21-A60
246	1497670-1073150	1	X		GP-324-10	38	Lake Dr	William R & Kimberly A	Kingsbury	621 Patriot Lane	Phoenixville, PA 19460	33A-21-A59
247	1497672-1073151	1	X	F	GP-325-1	40	Lake Dr	John C	Lang	98 Boulder Rd	Upper Black Eddy, PA 18972	33A-21-A58
248	1497674-1073152	1	X	F	GP-325-2	42	Lake Dr	Laurence S & Ann Kane	Seidman	5 Ogden Ave	Swarthmore, PA 19081	33A-21-A57

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249	1497670-1073153	1	X		GP-325-3	44	Lake Dr	William	Meier	26 Larch Circle	Holland, PA 18966	33A-21-A56
250	1497676-1073154	1	X		GP-325-4	46	Lake Dr	George H & Elizabeth A	Kratzert	1406 Center Rd	Lancaster PA 17603	33A-21-A55
251	1497677-1073155	1	X		GP-325-5	48	Lake Dr	Bernd & Erika	Spott	215 Belmont Rd	King of Prussia PA 19406	33A-21-A54
252	1497678-1073156	1	X		GP-325-6	50	Lake Dr	Jane R & Robert J	Resnick/Riley	16 Bromley Ct	Hamden CT 06514	33A-21-A53
253	1497679-1073157	1	X		GP-325-7	52	Lake Dr	Karen Jane	Barni	PO Box 549	Lake Harmony PA 18624	33A-21-A52
254	1497680-1073158	1	X		GP-325-8	54	Lake Dr	Patricia K	Panella	1229 Cedar Rd	Ambler PA 19002	33A-21-A51
255	1497681-1073159	1	X		GP-325-9	56	Lake Dr	Diane & David	Corson	PO Box 276	Lake Harmony PA 18624	33A-21-A50.01
256	1497682-1073160	1	X		GP-325-10	58	Lake Dr	Anthony & Sharon	Markunas	PO Box 92	Northumberland PA 17857	33A-21-A50
		290			243 Residential		& Commercial					

## Contract 4

	EDU	Easement	Filed	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
1	0	X		VC agreement	GP-400-1	2	Split Rock Rd	Vacation Charters	Lebanon Cottage	PO Box 592	Lake Harmony PA 18624	33A-21-C27
2	1	X		1497684-1073162	GP-400-2	6	Crest Drive	Dennis	Iocono	205 Courtney Dr	Barrington NJ 08007	33A-21-C42
3	1	X		1497682-1073163	GP-400-3	4	Crest Drive	Irwin L	Ross	Box 22	Gladwyne PA 19035	33A-21-C43
4	1	X		1497686-1073164	GP-400-4	1	Greenwood	Ruggiero Real Estate		PO Box 309	Lake Harmony, PA 18624	33A-21-C44
5	1	X		1497688-1073165	GP-400-6	377	S. Lake Drive	Realty Services	Unlimited	1933 State Rte 903	Jim Thorpe PA 18229	19A-21-A24
6	1	X		1497689-1073166	GP-400-7	380	S. Lake Drive	E Mae	Mayer	PO Box 292	Lake Harmony, PA 18624	19A-21-A22
7	1	X	F	1497691-1073167	GP-400-7B	382	S. Lake Drive	Francis D	Barbella	PO Box 48	Lake Harmony PA 18624	19A-21-A23
8	1	X		1497692-1073168	GP-400-8	378	S. Lake Drive	Lorraine	Gigliello	10 W. Indian Ln	Norristown, PA 19403	19A-21-A21
9	2	X		1497693-1073169	GP-400-9	376	S. Lake Drive	Thomas & Barbara	Cassidy	PO Box 475	Lake Harmony, PA 18624	19A-21-A20
10	1	X		1497694-1073170	GP-401-1	372	S. Lake Drive	Paul & Bette	Davidson	PO Box 565	Lake Harmony, PA 18624	19A-21-A19
11	1	X		1515830-1082570	GP-401-2	370	S. Lake Drive	Margretta A	Krum Trust	902 Hertzler Rd	Mechanicsburg PA 17055	19A-21-A18
12	1	X		1497697-1073172	GP-401-3	364	S. Lake Drive	Clair	Stemler ET AL	10 Beverly Rd	Perkasie, PA 18944	19A-21-A17
13	1	X		1497698-1073173	GP-401-4	371	S. Lake Drive	William T	Martino	2301 N Sunset Dr	Mesa, AZ 85215	19A-21-A26
14	1	X		1497699-1073174	GP-401-5	363	S. Lake Drive	Mark J & Terry A	Bond	507 North Hills Ave	Glenside, PA 19038	19A-21-A27
15	1	X		1497701-1073175	GP-401-6	362	S. Lake Drive	GSM Investment		2113 Barren Hill Rd	Conshohocken, PA 19428	19A-21-A16
16	1	X		1497704-1073176	GP-401-7	360	S. Lake Drive	Marjorie R	Cooper	14 E Market St	Bethlehem PA 18018	19A-21-A15
17	1	X		1497705-1073177	GP-401-8	358	S. Lake Drive	Lois	Holman	604 E. Second St	Weatherly, PA 18255	19A-21-A14
18	1	X		1497706-1073178	GP-401-9	357	S. Lake Drive	Jeffrey L & Cheryl	Jones	PO Box 331	Lake Harmony, PA 18624	19A-21-A28
19	1	X		1497707-1073179	GP-401-10	350	S. Lake Drive	John H	McKeever	1112 Walnut Dr	Danielsville, PA 18038-9721	19A-21-A13.01
20	1	X		1497708-1073180	GP-401-10A	350	S. Lake Drive	John H	McKeever	1112 Walnut Dr	Danielsville, PA 18038-9721	19A-21-A13.01
21	1	X		1497709-1073181	GP-401-11	353	S. Lake Drive	Ken & Marguerite	Woodeshick	Korn Krest 3 Clinton Dr	Hanover Twp., PA 18706-5903	19A-21-A29
22	1	X		1497711-1073182	GP-401-12	351	Lake View	Ralston	Calder	435 N Terr	Mt Vernon, NY 10553	19A-21-A63
23	1	X		1497712-1073183	GP-401-13	339	S. Lake Drive	Yong Wook & Sook H	Kim	1803 Easton Ave	Bethlehem, PA 18017	19A-21-A30.02
24	1	X		1497713-1073184	GP-401-14	335	S. Lake Drive	Lawrence J & Marion D	Mauriello	546 Jefferson Rd	Mullica Hill, NJ 08062	19A-21-A30.01

## Contract 4

	EDU	Ense ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
25	2	X		1497714-1073185	GP-401-15	330	S. Lake Drive	Constance L.	Hoffman	354 Gilberts Hill Rd	Lehighton, PA 18235	19A-21-A12.02
26	1	X		1497715-1073186	GP-401-16	335	Lake View	Scott M	O'Hara	PO Box 186	Lake Harmony, PA 18624	19A-21-A62.02
27	1	X		1497716-1073187	GP-401-17	322	S. Lake Drive	Thomas G & Judith E	Pollock	2786 Mahoning Dr West	Lehighton, PA 18235	19A-21-A11
28	1	X		1497717-1073188	GP-401-18	323	S. Lake Drive	Kimara Lee	Hutton	25 Spring House Rd	Lehighton, PA 18235	19A-21-A32
29	1	X		1497718-1073189	GP-401-19	318	S. Lake Drive	Michael A & Georgianna	Moto	PO Box 193	Lake Harmony PA 18624	19A-21-A10
30	1	X		1497719-1073190	GP-401-25	334	S. Lake Drive	Nancy J	Neast	1460 Kaiser Ave	S. Williamsport PA 17702	19A-21-A12.01
31	1	X		1497721-1073191	GP-402-1	310	S. Lake Drive	Patricia M	Detweiler	PO Box 568	Lake Harmony, PA 18624	19A-21-A9
32	1	X		1497722-1073192	GP-402-2	296	S. Lake Drive	Margenett	Scheifer	3148 Patterson Dr	Bethlehem, PA 18017-2733	19A-21-A8
33	1	X		1497723-1073193	GP-402-4	294	S. Lake Drive	David & Donna	Geppert	2692 Woodstream Dr	Hatfield, PA 19440	19A-21-A7
34	1	X		1497725-1073194	GP-402-5	293	S. Lake Drive	Mary	Kreamer	40 Skyline Dr	Gilford NH 03249	19A-21-A37
35	1	X		1497726-1073195	GP-402-6	279	S. Lake Drive	Lake Associates	LLC	2160 Harts Lane	Conshohocken, PA 19428	19A-21-A39
36	1	X		1497728-1073196	GP-402-7	277	S. Lake Drive	Anthony	Giovannone	2113 Barren Hill Rd	Conshohocken, PA 19428	19A-21-A40
37	1	X		1497732-1073197	GP-402-8	275	S. Lake Drive	Michael	Pellerin	969 NW 8th St	Boca Raton, FL 33486	19A-21-A41
38	1	X		1497733-1073198	PO/GP-402	274	S. Lake Drive	Frank & Dorothy	Giovannone	2160 Harts Ln	Conshohocken, PA 19428	19A-21-A5
39	1	X		1497734-1073199	GP-402-10	272	S. Lake Drive	David A.	Geppert	2692 Woodstream Dr	Hatfield, PA 19440	19A-21-A4
40	1	X		1497736-1073200	GP-402-11	264	S. Lake Drive	Winifred W.	Kee	5 Dodds Ln	Rehoboth Beach, DE 19971	19A-21-A2
41	1	X		1497737-1073201	GP-402-12	262	S. Lake Drive	Richard & Ines	Cornella	207 Palisades Ave	Cliffside Park, NJ 07010	19A-21-A1
42	1	X		1497738-1073202	GP-402-12A	262	S. Lake Drive	Richard & Ines	Cornella	207 Palisades Ave	Cliffside Park, NJ 07010	19A-21-A1
43	1	X		1497739-1073203	GP-402-13	259	S. Lake Drive	Lake Associates	LLC	2160 Harts Ln	Conshohocken, PA 19420	19A-21-B28
44	1	X	F	1497741-1073204	GP-402-14	256	S. Lake Drive	LHE Property	Owners Assoc	PO Box 866	Moscow, PA 18444	19A-21-B26
45	1	X		1497742-1073205	GP-403-1	253	S. Lake Drive	Kenneth & Linda	Nace	PO Box 16	Lake Harmony, PA 18624	19A-21-B30
46	1	X		1497743-1073206	GP-403-2	251	S. Lake Drive	Elmer & Anna	Highland	1185 Centre Ave	Jim Thorpe, PA 18229	19A-21-B31
47	1	X		1497744-1073207	GP-403-3	249	S. Lake Drive	Elmer & Anna	Highland	1185 Centre Ave	Jim Thorpe, PA 18229	19A-21-B32
48	1	X		1497745-1073208	GP-403-4	250	S. Lake Drive	Barry L. & Olive E.	Haupt	220 Mahoning Dr W	Lehighton, PA 18235	19A-21-B24
49	1	X		1497746-1073209	GP-403-5	248	S. Lake Drive	Barry L. & Olive E.	Haupt	220 Mahoning Dr W	Lehighton, PA 18235	19A-21-B23

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	EDU	Ease ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
50	1	X		1497747-1073210	GP-403-6	246	S. Lake Drive	Timothy L. & Jo Deane	King	1265 Wildwood Ave	Bensalem, PA 19020	19A-21-B22
51	1	X	F	1497749-1073211	GP-403-9	245	S. Lake Drive	Van	Vinny	101 Clayton Ct	North Wales, PA 19454	19A-21-B33
52	1	X		1497750-1073212	GP-403-11	244	S. Lake Drive	Dennis J	Jenkins	301 S Chacelor St	Newtown PA 18940	19A-21-B21
53	1	X		1497751-1073213	GP-403-12	242	S. Lake Drive	Mary Blay & Nancy Gratz		18 Gwen Ln	Devon, PA 19333	19A-21-B20
54	1	X		1497752-1073214	GP-403-13	240	S. Lake Drive	Donald & Barbara	Kohler	30695 Foxchase Dr	Salisbury, MD 21804	19A-21-B19
55	2	X		1497753-1073215	GP-403-14	241	S. Lake Drive	Sal & Susan	Garofalo	PO Box 637	Lake Harmony PA 18624	19A-21-B34
56	1	X		1497754-1073216	GP-403-15	233	S. Lake Drive	Sharon E.	Pretti	PO Box 410	Lake Harmony PA 18624	19A-21-B35
57	1	X		1497755-1073217	PO/GP-403-	230	S. Lake Drive	Barry & Donna	Macken	3012 Goezel Rd	Perkiomenville PA 18074	19A-21-B18
58	1	X		1497756-1073218	GP-403-17	228	S. Lake Drive	Hugh & Margaret	Dugan ETAL	Box 23 Z 23	White Haven PA 18661	19A-21-B17
59	1	X		1497757-1073219	GP-403-19	226	S. Lake Drive	Strauss Heirs	Robert Wieland	4100 Champagne Dr	Emmaus PA 18049-5267	19A-21-B16
60	1	X		1497758-1073220	GP-403-20	224	S. Lake Drive	Michael & Jewell	Hatton	418 Trolley Way	West Chester, PA 19382	19A-21-B15
61	1	X		1497759-1073221	GP-403-21	222	S. Lake Drive	David & Jacqueline	Faust	1624 Holly Hill Ln	Maple Glen, PA 19002	19A-21-B14
62	1	X		1497760-1073222	GP-403-22	220	S. Lake Drive	Robert D & Rhona Dee	Knight	543 Plainfield Ave	Berkley Heights NJ 07922	19A-21-B14.01
63	1	X		1497761-1073223	GP-403-23	210	S. Lake Drive	Duncan F. & Laura	Swezey	608 Stoneham Ct	Ambler, PA 19002	19A-21-B13
64	1	X		1497762-1073224	GP-403-24	208	S. Lake Drive	Bonnie	Dalahan	132 Maple Ave	Bala Cynwyd, PA 19004	19A-21-B12
65	1	X		1497763-1073225	GP-403-25	207	S. Lake Drive	Douglas A.	Cope	627 Beechwood St	Emmaus, PA 18049	19A-21-B40
66	1	X		1497765-1073226	GP-403-26	205	S. Lake Drive	Kieran & Audrey	Loughran	PO Box 310	Lake Harmony, PA 18624	19A-21-B41
67	1	X		1497766-1073227	GP-403-27	204	S. Lake Drive	Roy C. & Annette M.	Adair, Jr.	6120 Wyndam Rd	Pennsauken, NJ 08109	19A-21-B11
68	1	X		1497767-1073228	GP-403-28	202	S. Lake Drive	Fran C. & Bruce	Northrup	317 Harhaway	Wynnewood, Pa 19096	19A-21-B10
69	1	X		1497768-1073229	GP-403-29	200	S. Lake Drive	Lawrence & Ann	Klein	PO Box 711	Lake Harmony, PA 18624	19A-21-B8,9
70	1	X		1497769-1073230	GP-403-31	201	S. Lake Drive	Christopher	Romeo ETAL	321 Randel Ct	Cherry Hill NJ 08034	19A-21-B43
71	1	X		1497770-1073231	GP-403-32	191	S. Lake Drive	David & Christine	Schultz	523 Nottingham Rd	Neward DE 19711	19A-21-B44
72	1	X		1497771-1073232	GP-403-33	190	S. Lake Drive	Frank P. & Pamela R.	Dick	200 Toll Dr	Southampton, PA 18966	19A-21-B7
73	1	X		1497772-1073233	GP-403-34	188	S. Lake Drive	Louis J. & Maude	Montanaro	PO Box 81	Lake Harmony, PA 18624	19A-21-B5
74	1	X		1497773-1073234	GP-403-35	189	S. Lake Drive	John D.	Devincent	1632 Holly Hill Ln	Maple Glen, PA 19002	19A-21-B46

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	EDU	Easement	Filed	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
75	1	X		1497774-1073235	GP-404-1	187	S. Lake Drive	(Thomas) c/o Brian	Maguire	402 Briarwood Rd	Massapequa, NY 11758	19A-21-B47
76	1	X		1497775-1073236	GP-404-2	185	S. Lake Drive	Vladislav J	Veli	1532 Indian Mtn Lakes	Albrightsville, PA 18210	19A-21-B48
77	1	X		1497777-1073237	GP-404-3	183	S. Lake Drive	Barbara A.	Bitner	PO Box 183	Lake Harmony, PA 18624	19A-21-B49
78	1	X		1497778-1073235	GP-404-4	184	S. Lake Drive	Timothy	Conte	41 Woodstone Dr	Voorhees NJ 08043	19A-21-B3
79	1	X		1497779-1073239	GP-404-5	182	S. Lake Drive	Paul	Yerk, Jr.	207 Country Club Dr	Telford PA 18969	19A-21-B2
80	1	X		1497782-1073241	GP-404-7	181	S. Lake Drive	Nancy M.	Putt	PO Box 534	Lake Harmony, PA 18624	19A-21-B50
81	1	X		1497783-1073242	GP-404-8	176	S. Lake Drive	Anthony	Ryba	PO Box 2323	Hazleton, PA 18201	19A-21-C29
82	1	X		1497784-1073243	GP-404-9	174	S. Lake Drive	John J. & Catherine C.	DeMatte	1153 Interchange Rd	Lehighton, PA 18235	19A-21-C28
83	1	X		1497785-1073244	GP-404-10	169	S. Lake Drive	Gary	Szukalski	5310 St. Mawes Ct	Frederick, MD 21701-2809	19A-21-C31
84	1	X		1497786-1073245	GP-404-11	168	S. Lake Drive	Daniel	Zola	1096 N Church St	Hazle Twsp, PA 18202	19A-21-C27
85	1	X		1497787-1073246	GP-404-12	168	S. Lake Drive	Daniel	Zola	1096 N Church St	Hazle Twp, PA 18202	19A-21-C27
86	1	X		1497788-1073247	GP-404-13	167	S. Lake Drive	Thomas J. & Monica L.	Martino	30 W 6th St	Jim Thorpe, PA 18229	19A-21-C32
87	1	X		1497790-1073248	GP-404-14	164	S. Lake Drive	James P	Sykes	216 Lafayette Ave	Oreland, PA 19075	19A-21-C25A
88	1	X		1497791-1073249	GP-404-15	165	S. Lake Drive	James T.	Martino	PO Box 551	Lake Harmony, PA 18624	19A-21-C34
89	1	X		1497792-1073250	GP-404-16	162	S. Lake Drive	Carl & Mary A.	Pençe	PO Box 116	Lake Harmony, PA 18624	19A-21-C24
90	1	X		1497793-1073251	GP-404-17	160	S. Lake Drive	Geoffrey T.	Traub	PO Box 448	Lake Harmony, PA 18624	19A-21-C23
91	2	X		1497795-1073252	GP-404-18	163	S. Lake Drive	Richard	Klumib Estate/Fisher	PO Box 396	Gouldsboro PA 18429	19A-21-C35
92	1	X		1497797-1073254	GP-404-20	161	S. Lake Drive	Edward C.	Weaver	PO Box 282	Glen Mills, PA 19342	19A-21-C36
93	1	X		1497798-1073255	GP-404-21	159	S. Lake Drive	George F.	Thorton Jr.	PO Box 248	Uwchland, PA 19480	19A-21-C56.01
94	1	X		1497799-1073256	GP-404-22	157	S. Lake Drive	Thomas R. & Jeffrey S.	Wainwright	298 Packer St	Weatherly PA 18255	19A-21-C38
95	1	X		1497800-1073257	GP-404-23	154	S. Lake Drive	Thomas E. & Delores	Wainwright	PO Box 95	Lake Harmony, PA 18624	19A-21-C22
96	1	X		1497801-1073258	GP-404-24	155	S. Lake Drive	David S.	Bevilacqua	PO Box 32	Lake Harmony, PA 18624	19A-21-C39
97	2	X		1497802-1073259	GP-404-25	152	S. Lake Drive	David	Thomas	112 Water Mill Lane	Media, PA 19063	19A-21-C21
98	1	X		1497803-1073260	GP-404-26	150	S. Lake Drive	Jennifer A.	Byrne	569 Gen Armstrong Rd	King of Prussia, PA 19406	19A-21-C20
99	1	X		1497804-1073261	GP-404-27	153	S. Lake Drive	Nicholas L.	Pantages	PO Box 273	Lake Harmony, PA 18624	19A-21-C40

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	EDU	Ease men t	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
100	1	X		1497805-1073262	GP-404-28	148	S. Lake Drive	Jane L.	Stettler ET AL.	1627 N Main St	Allentown, PA 18104	19A-21-C19
101	1	X		1497806-1073263	GP-404-29	151	S. Lake Drive	Nicholas L.	Pantages	PO Box 273	Lake Harmony, PA 18624	19A-21-C41
102	1	X		1497807-1073264	GP-404-30	149	S. Lake Drive	Stanley P.	Warkala	1833 W Water St #41	Elmira, NY 14905-1803	19A-21-C42,56.05
103	1	X		1497808-1073265	GP-404-31	144	S. Lake Drive	Carol	Branda	PO Box 384	Lake Harmony, PA 18624	19A-21-C18
104	1	X		1497809-1073266	GP-404-32	142	S. Lake Drive	Gerald	Hager	4595 Gravel Oike	Perkiomenville PA 18074	19A-21-C17
105	1	X		1497810-1073267	GP-404-33	140	S. Lake Drive	Leonard J. & Donna L.	Orzechowski	367 Buck Hollow Rd	Birdsboro, PA 19508	19A-21-C16
106	1	X		1497811-1073268	GP-404-34	145	S. Lake Drive	Darlene C.	Turlington	PO Box 671	Lake Harmony, PA 18624	19A-21-C43
107	1	X		1497813-1073270	GP-404-36	132	S. Lake Drive	Ellen B. & George J.	Christoff	430 Tersher Dr	Doylestown, PA 18901	19A-21-C15
108	1	X		1497814-1073271	GP-404-37	129	S. Lake Drive	James F.	Donaghy, Jr.	718 Erlen Rd	Plymouth Meeting, PA 19462	19A-21-C46
109	1	X		1497816-1073272	GP-404-38	130	S. Lake Drive	Paul A.	McIntyre	1129 Wilson Ave	Glen Mills, PA 18342	19A-21-C14
110	1	X	F	1497817-1073273	GP-404-39	127	S. Lake Drive	Vincent & Alissa	Paternio	910 Ridgewood Dr	Northfield NJ 08225	19A-21-C47
111	1	X		1497818-1073274	GP-404-40	128	S. Lake Drive	Joy	Raja	28 Mildred Terrace	Flanders NJ 07836	19A-21-C13
112	1	X		1497819-1073275	GP-404-41	126	S. Lake Drive	Thomas P.	Wagner	1006 Childs Ave	Drexel Hill, PA 19026	19A-21-C12
113	1	X		1497820-1073276	GP-404-42	125	S. Lake Drive	Kevin P.	Callaghan	19 Venona Rd	Marlton, NJ 08053	19A-21-C48
114	1	X	F	1497822-1073277	GP-404-43	122	S. Lake Drive	Miguel Jr. & Cynthia A.	Pascual	23 John Beal Dr	Boothwyn, PA 19061	19A-21-C11
115	1	X		1497823-1073278	GP-404-44	123	S. Lake Drive	Richard	Jones	34 Weeks Dr	Boothwyn, PA 19061	19A-21-C49
116	1	X		1497824-1073279	GP-404-45	121	S. Lake Drive	Steven E. & Jody L.	Newcomer	390 Cloverleaf Rd	York, PA 17406	19A-21-C50
117	1	X		1497825-1073280	GP-405-1	120	S. Lake Drive	David J. & Gina	McEvoy	258 Yorktown Ct	Malvern, PA 19355	19A-21-C10
118	1	X		1497826-1073281	GP-405-2	116	S. Lake Drive	Lawrence	Gersten	38 Cora Ln	Chester, NJ 07930	19A-21-C9
119	1	X		1497827-1073282	GP-405-3	118	S. Lake Drive	Ronald B./Coyle	Rainey	3476 St Vincent St	Philadelphia, PA 19149	19A-21-C8
120	1	X	F	1497829-1073283	GP-405-4	117	S. Lake Drive	James P. & Susan II.	D'Ignazio	490 Kirk Ln	Media PA 19063	19A-21-C52
121	1	X		1497830-1073284	GP-405-5	115	S. Lake Drive	Spencer	Uniss	PO Box 1442	Boulder CO 80306	19A-21-C53
122	1	X		1497831-1073285	GP-405-6	114	S. Lake Drive	Mary Ann	Soriano	RR #2 Box 25	Whitehaven, PA 18661	19A-21-C7
123	1	X		1497832-1073286	GP-405-7	111	S. Lake Drive	Mark C	Roccograndi	PO Box 265	Nazareth PA 18064	19A-21-C55
124	1	X		1497835-1073287	GP-405-8	112	S. Lake Drive	Robert H	Mathers, JR	114 Forest Ave	Willow Grove, PA 19090	19A-21-C6.02

## Contract 4

	EDU	Easement	Filed	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
125	X	X		1497836-1073288	GP-405-9A	110	S Lake Drive	Lake House	Properties	PO Box 273	Lake Harmony, PA 18624	19A-21-C6
126		"		" "	GP-405-9B	110	S Lake Drive	Nick's Lake House				19A-21-C6
127	1	X		1497837-1073289	GP-406-1	4	Split Rock Road	Thomas P. & Jennifer A.	Myers	3012 Spring Mill Rd	Plymouth Meeting, PA 19462	33A-21-C40
128	1	X		1497838-1073290	GP-406-2	6	Split Rock Road	Gerald F. & Patricia A.	Knebels	816 Hartley Pl	Lansdale, PA 19446	33A-21-C39
129	1	X		1497939-1073291	GP-406-3	11	Split Rock Road	Thomas G.	Egan	408 Coronet Dr	Blandon, PA 19510	33A-21-C33
130	1	X		1497840-1073292	GP-406-3A	9	Split Rock Road	Jennifer & Lenore	Redinger	5811 NE 19th Ave	FT. Lauderdale, FL 33308	33A-21-C32
131	1	X		1497841-1073293	GP-406-4	13	Split Rock Road	Raymond	Hehly	320 Lake St	Ephrata, PA 17522	33A-21-C25
132	1	X		1497872-1073294	GP-406-5	12	Buttonwood Rd	Joyce A.	Speckmann	4312 Seascape Dr	Kitty Hawk NC 27949-6067	33A-21-C34
133	1	X		1497843-1073295	GP-406-6	10	Buttonwood Rd	Victor O. & Marie T.	Crow	206 Richard Rd	Aston, PA 19014	33A-21-C35
134	1	X		1497844-1073296	GP-406-7	7	Buttonwood Rd	Rita	Russo	22 Radnor Dr	Newtown Sq PA 19073	33A-21-C38
135	1	X		1497845-1073297	GP-406-8	8	Buttonwood Rd	John E.	Reinhard, III	1418 Upper State Rd	Doylestown, PA 18901	33A-21-C36
136	1	X		1497846-1073298	GP-407-1	4	Greenwood Rd	Anne	Strisofsky	407 First St	Whitehall, PA 18052	33A-21-C18
137	1	X		1497847-1073299	GP-407-2	3	Greenwood Rd	Robert W	Moore	PO Box 50	Lake Harmony, PA 18624	33A-21-C37
138	1	X		1497848-1073300	GP-407-3	2	Maplewood Rd	Marge	Dally	21 S Schank Ave	Pen Argyl PA 18072	33A-21-C1
139	1	X		1497849-1073301	GP-407-4	4	Maplewood Rd	Joseph F	Donia	47 Steepleview Dr	Glenmoore PA 19343	33A-21-C2
140	1	X		1497850-1073302	GP-407-5	6	Maplewood Rd	Thomas J	Schetelich	100 S Charles St	Baltimore, MD 21201	33A-21-C3
141	1	X		1497851-1073303	GP-408-1	311	S. Lake Drive	Kenneth F	Detweiler	PO Box 568	Lake Harmony, PA 18624	19A-21-A34.01
142	1	X		1497852-1073304	GP-408-2	313	S. Lake Drive	Patricia M.	Detweiler Estate	PO Box 568	Lake Harmony, PA 18624	19A-21-A34
143	1			1497854-1073305	GP-408-3	297	Spring Street	Lee	Brensinger	2500 Tirjan Ave	Quakertown, PA 18951	19A-21-A36.01
144	1	X		1610002-1073306	GP-408-4	105	Spring Street	JBDB Properties LLC		3701 Elizabethtown Rd	Manheim PA 17545	19A-21-A60.01
145	1	X		1497857-1073307	GP-409-1	1	New Birch	Anita	Khawaja	46 Selkirk St	Staten Island NY 10309	19B-21-A111
146	1	X		1497858-1073308	GP-409-2	297	Lakeview Dr	John S. & Peggy A.	Lampman	PO Box 443	Lake Harmony, PA 18624	19A-21-A59.02
147	1	X		1497859-1073309	GP-409-3	3	New Birch	Ed & Charlotte	Blackwell	PO Box 134	Lake Harmony, PA 18624	19B-21-A112
148	1	X		1497860-1073310	GP-409-4	285	Lakeview Dr	Bogdan & Janina	Lopong	PO Box 311	Lake Harmony PA 18624	19A-21-A58
149	1	X		1497861-1073311	GP-409-5	283	Lakeview Dr	Steven & Linda	Bever	135 Boylan Ln	Blue Point NY 11715	19A-21-A57

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	EDI	Easement	Filed	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
150	1	X		1497862-1073312	GP-409-6	5	New Birch	Gordon B.	Heal Sr. ETAL	4 East Oregon Ave	Philadelphia PA 19148	19B-21-A113
151	1	X		1497863-1073313	GP-409-7	7	New Birch	Adele M.	Canuso	323 Crum Creek Ln	Newton Square, PA 19073	19B-21-A114
152	1	X		1497864-1073314	GP-409-8	9	New Birch	John C & Gabriella	D'Ambrosio	23 Foxcroft Way	Mt Laurel NJ 08054	19B-21-A115
153	1	X		1497865-1073315	GP-409-9	267	Lakeview Drive	Vincent	Filipone	PO Box 466	Lake Harmony, PA 18624	19A-21-A49
154	1	X		1497866-1073316	GP-409-10	11	New Birch	Robert L.	Kerns, Jr.	PO Box 581	Lake Harmony, PA 18624	19B-21-A116
155	1	X		1497866-1073316	GP-410-1A	261	S. Lake Drive	Louis P.	Carbone	5032 Fairway Rd	Drexel Hill, PA 19026	19A-21-A45.03
156	1	X	F	1497869-1073318	GP-410-1B	263	S. Lake Drive	Victor & Susan	Beuhring	1166 Walnut St	Freeland PA 18224	19A-21-A45.01
157	1	X		1509488-1073319	GP-410-2	191	Wood Street	Jessica	Stull	1060 Pottstown Pike	West Chester PA 19380	19A-21-A45
158	1	X		1497872-1073320	GP-410-3	193	Wood Street	Susan	Eckert	HC1 Box 23-Z-26	White Haven PA 18661	19A-21-A45.02
159	2	X		1497873-1073321	GP-410-4	194	Wood Street	Michael A. & Donna	Lopergolo	74 E Arbor Ave	Vineland NJ 08360	19A-21-B75
160	1	X		1796792-1073322	GP-410-5	261	Lakeview Drive	Beth	Neumann	109 Tow Hill Rd	Port Matilda PA 16870	19A-21-A46
161	1	X		1497875-1073323	GP-410-6	263	Lakeview Drive	Andrew	Puschak	630 Lindley Rd	Glenside PA 19038	19A-21-A47
162	1	X		1497876-1073324	GP-410-7	265	Lakeview Drive	William	Echeverry	475 Cedar Ln	Paramus NJ 07652	19A-21-A48
163	1	X		1497878-1073325	GP-410-8	269	Lakeview Drive	Stanley Greg	Homiller	1212 Summit Ct	Warminster PA 18974-2246	19A-21-A50
164	1	X		1497879-1073326	GP-410-9	271	Lakeview Drive	William H.	Starnes III	1235 Brookdale Rd	Warminster PA 18974	19A-21-A51
165	1	X		1497880-1073327	GP-410-10	273	Lakeview Drive	Thomas	Ponento	1853 Exton Ave	Hamilton Twsp NJ 08610	19A-21-A52
166	1	X		1497881-1073328	GP-410-11	275	Lakeview Drive	Allen	Solomon	1004 Sharpless Rd	Melrose Park PA 19027	19A-21-A53
167	1	X		1497882-1073329	GP-410-12	277	Lakeview Drive	Ralph H. & Paulene D.	Orr	550 S Third St	Colwyn PA 19023	19A-21-A54
168	1	X		1497883-1073330	GP-410-13	279	Lakeview Drive	Richard F.	Price	209 S Fifth St	Souderton, PA 18964	19A-21-A55
169	1	X		1497884-1073331	GP-410-14	281	Lakeview Drive	Brian J. & Linda S.	Bennett	PO Box 143	Lake Harmony, PA 18624	19A-21-A56
170	1	X		1497885-1073332	GP-410-15	286	Lakeview Drive	Benjamin R.	Jones IV	PO Box 604	Lake Harmony, PA 18624	19A-21-A38
171	1	X		1497886-1073333	GP-411-1	257	Lakeview Drive	Robert J. & Joanne C.	Panchari	120 E Carroll St	Saint Clair, PA 17970	19A-21-B73
172	1	X	F	1497888-1073334	GP-411-2	255	Lakeview Drive	Roy R	Lamberson, Jr	47280 W National Rd	St. Clairsville, OH 43950	19A-21-B72
173	1	X		1497889-1073335	GP-411-3	253	Lakeview Drive	John & Dale	Noonan	360 S Great Neck Rd	Copiague, NY 11726	19A-21-B71
174	1	X		1497890-1073336	GP-411-4	249	Lakeview Drive	Donald J.	Smith	515 Lehann Circle	Springfield, PA 19064	19A-21-B69.70

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	EDU	Ease ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
175	1	X		1497891-1073337	GP-411-5	247	Lakeview Drive	Daryl	Hendricks	1149 N 14th St	Allentown PA 18102-1175	19A-21-B68
176	1	X		1497892-1073338	GP-411-6	245	Lakeview Drive	Nancy C	Keiser ETAL	30 Second Ave	Lehighon, PA 18235	19A-21-B67
177	1	X		1497895-1073339	GP-411-7	243	Lakeview Drive	Greg	Hilleary	368 Prospect Blvd	Frederick MD 21701	19A-21-B66
178	1	X		1559678-1073340	GP-411-8	241	Lakeview Drive	Richard & Channing	Bushnell	34 Llandillo Rd	Havertown PA 19083	19A-21-B65
179	1	X		1497897-1073341	GP-411-9	227	Lakeview Drive	Michael	Markowski	28 Fetters Mill Drive	Malvern PA 19355	19A-21-B63.64
180	1	X		1497898-1073342	GP-412-1	221	Chestnut	Dorothy J	Yannes	PO Box 416	Lake Harmony PA 18624	19A-21-B39
181	1	X		1497899-1073343	GP-412-2	221	Chestnut	Dorothy J	Yannes	PO Box 416	Lake Harmony PA 18624	19A-21-B39
182	1	X		1497900-1073344	GP-412-3	209	Lakeview Drive	Vanessa D.	Bullock	703 Redwood Ave	Yeadon, PA 19050	19A-21-B61
183	2	X		1497902-1073345	GP-412-4	223	Lakeview Drive	Maureen	Martino	PO Box 5	Lake Harmony, PA 18624	19A-21-B62
184	1	X		1497903-1073346	GP-412-5	209	Lakeview Drive	Vanessa D.	Bullock	703 Redwood Ave	Yeadon, PA 19050	19A-21-B61
185	1	X	F	1497904-1073347	GP-412-6	205	Lakeview Drive	Thomas	Fleming	1511 Harvey Rd	Wilmington DE 19810	19A-21-B59.60
186	1	X		1497905-1073348	GP-412-7	201	Lakeview Drive	Raymond A	Panchari	2 Tall Oaks Dr	Pottsville, PA 17901	19A-21-B57
187	1	X		1497906-1073349	GP-412-8	191	Lakeview Drive	Carol	Branda	PO Box 451	Lake Harmony, PA 18624	19A-21-B56
188	1	X		1497907-1073350	GP-412-8B	192	Lakeview Drive	Phyllis R.	Mantione	5 Gail Dr	Wilkes Barre PA 18702-2701	19A-21-B45
189	1	X		1497909-1073351	GP-412-9	189	Lakeview Drive	Kimberley	Ziegenfus	99 Wargo Rd	Jim Thorpe PA 18229	19A-21-B55
190	1	X	F	1497911-1073352	GP-412-10	187	Lakeview Drive	David C	Leinhard	213 Rosewood Ave	Catonsville, MD 21228	19A-21-B54
191	1	X		1497912-1073353	GP-412-11	181	Lakeview Drive	Frank	Franklin	3618 Creamery Rd	Bensalem, PA 19020	19A-21-B51
192	1	X		1497913-1073354	GP-413-1	206	Birch Street	Richard R	Hubert	PO Box 459	Lake Harmony, PA 18624	19B-21-CI206
193	1	X		1497914-1073355	GP-413-2	205	Birch Street	Anna Mae	Derstine	457 N 4th St	Souderton, PA 18964	19B-21-CI205
194	1	X		1497915-1073356	GP-413-3	204	Birch Street	John & Delia	Gnall	PO Box 449	Lake Harmony PA 18624	19B-21-A204
195	1	X	F	1497917-1073357	GP-413-4	203	Estates Drive	Stephen	Benigni	160 Glenbrook Rd	Mt Laurel, NJ 08054	19B-21-A203
196	1	X		1497918-1073358	GP-413-5	202	Estates Drive	Edward	Hertensten	39-60 54th St	Woodside, NY 11377	19B-21-A202
197	1	X		1497919-1073359	GP-413-6	201	Estates Drive	Edward & Sally J.	Huff	118 Crescent Rd	Ocean City, NJ 08226	19B-21-A201
198	1	X		1497920-1073360	GP-414-1	301	Estates Drive	Raymond C	Santanna, Jr.	102 Thistledown Dr	Hummelstown, PA 17036	19B-21-A301
199	1	X		1497922-1073361	GP-414-2A	402	Estates Drive	Daniel	Maxwell	2165 Grove St	Merrick NY 11566	19B-21-A402

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	EDU	Ease ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
200	1	X		1497923-1073362	GP-414-2B	401	Estates Drive	W. Wallace	Dyer, Jr.	PO Box 2214	Bala Cynwyd, PA 19004	19B-21-A401
201	1	X		1497924-1073363	GP-414-3	403	Estates Drive	Jerzy	Radecki	706 Winchester Rd	Broomall, PA 19008	19B-21-A403
202	1	X		1497925-1073364	GP-414-4	303	Estates Drive	Richard	Mancuso	446 Schindler Dr	Yardley, PA 19067	19B-21-A303
203	1	X		1497926-1073365	GP-414-5	404	Estates Drive	Nancy L.	Peterson	PO Box 306	Lake Harmony, PA 18624	19B-21-A404
204	1	X		1497927-1073366	GP-414-6	405	Estates Drive	James E	Knight	534 Cedar St	Lafayette Hill, PA 19444	19B-21-A405
205	1	X	F	1497929-1073367	GP-414-7	304	Estates Drive	Stephen W	Pauly	1022 Lamb Rd	Secane, PA 19018	19B-21-A304
206	1	X		1497930-1073368	GP-414-8	406	Estates Drive	Thomas	Oves	858 St. Charles Pl	Ocean City, NJ 08226	19B-21-A406
207	1	X		1497931-1073369	GP-414-9	407	Estates Drive	Suzanne M	Nagelberg	65 Country Ln	Hamilton, NJ 08690	19B-21-A407
208	1	X		1497933-1073370	GP-414-10	408	Estates Drive	Scott	Marshall	28 Whaland Rd	Quakertown, PA 18951	19B-21-A408
209	1	X		1497934-1073371	GP-414-11	306	Estates Drive	Francis	Kelly	1916 Lark Ln	Cherry Hill, NJ 08003	19B-21-A306
210	1	X		1497935-1073372	GP-414-12	410	Estates Drive	Frank	Pugliese	515 Ardross Ave	Ambler, PA 19002	19B-21-A410
211	1	X	F	1497937-1073373	GP-414-13	308	Estates Drive	Joseph	Swope	430 Parkview Ave	Langhorne PA 19047	19B-21-A308
212	1	X		1497938-1073374	GP-414-14	309	Estates Drive	Merrit W.	Brown, Jr.	3775 Newberg Rd	Easton, PA 18045	19B-21-A309
213	1	X		1497939-1073375	GP-414-15	310	Estates Drive	Peter C	Cisick	503 Reginald Ln	Collegeville, PA 19426	19B-21-A310
214	1	X		1497940-1073376	GP-414-16	412	Estates Drive	Stephen R.	Beaulieu	101 Conestoga Blvd	Lancaster, PA 17602	19B-21-A412
215	1	X		1497941-1073377	GP-414-17	413	Estates Drive	Michael A	Digiacomo	107 Anderson Farm Rd	Phoenixville, PA 18460	19B-21-A413
216	1	X		1556771-1073378	GP-414-18	414	Estates Drive	Albert	Falciani	1680 East Oak Rd	Vineland PA 08361-2504	19B-21-A414
217	1	X		1497944-1073379	GP-415-1	311	Estates Drive	Linda A	Payonk III	PO Box 513	Lake Harmony, PA 18624	19B-21-A311,312
218	1	X		1497945-1073380	GP-415-2	313	Estates Drive	Russell A.	Ferretti	6 Country Ln	Hamilton, NJ 08690	19B-21-A313
219	1	X		1497946-1073381	GP-415-3	416	Estates Drive	Michael	Cimorelli	4124 Portsmouth Ct	Bensalem, PA 19020	19B-21-A416
220	1	X	F	1497948-1073382	GP-415-3A	415	Estates Drive	Arthur J	Smith	712 Lexington Way	Perkasie, PA 18944	19B-21-A415
221	1	X		1497950-1073383	GP-415-4	314	Spring Street	Andrew	Lydon	321 Cricket Ave	North Hills, PA 19038	19B-21-A314
222	1	X		1497952-1073384	GP-415-5	501	Estates Drive	Lisa	Millspaugh	3 N Riding Dr	Cherry Hill NJ 08003	19B-21-A501
223	1	X		1497956-1073385	GP-415-6	601	Estates Drive	John	Panagos	14 Sportsman Terrace	Rotonda West FL 33947	19B-21-A601.602
224	1	X		1497957-1073386	GP-415-7	502	Estates Drive	Barbara	Bill	538 Elford Rd	Fairless Hills, PA 19030	19B-21-A502

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225	1	X		1497958-1073387	GP-415-8	603	Estates Drive	Albert James	Oliver III	448 S Gulph Rd	King of Prussia PA 19406	19B-21-A603
226	1	X		1497959-1073388	GP-415-9	503	Estates Drive	Lisa P	Gazdick	4 Lindenwold Ave	Ambler, PA 19002	19B-21-A503
227	1	X		1497960-1073389	GP-415-10	604	Estates Drive	Vincent	McGlynn ETAL	1684 Janney Terrace	Langhorne, PA 19047	19B-21-A604
228	1	X		1497961-1073390	GP-415-11	605	Estates Drive	James A	Sauers	PO Box 347	Lake Harmony, PA 18624	19B-21-A605
229	1	X		1497962-1073391	GP-415-12	606	Estates Drive	George	Bronisz	600 Emerson St	Philadelphia, PA 19111	19B-21-A606
230	1	X	F	1497964-1073392	GP-415-13	505	Estates Drive	Michael S.	Bordenick	50-05 43rd Ave Apt 5M	Woodside, NY 11377	19B-21-A505
231	1	X		1497965-1073393	GP-415-14	506	Estates Drive	Anthony	Casmiri	202 Daulton Ct	Langhorne PA 19047	19B-21-A506
232	1	X		1497966-1073394	GP-415-15	507	Estates Drive	Charles	Gregory	88 Karen Rd	Holland, PA 18966	19B-21-A507
233	1	X		1497967-1073395	GP-415-16	508	Estates Drive	David M.	Rosen & Assts	208 W 24th St	Dear Park NY 11729	19B-21-A508
234	1	X		1497968-1073396	GP-415-17	608	Estates Drive	Earl	Ruckdeschel III	2974 Fretz Valley Rd	Perkasie, PA 18944	19B-21-A608
235	1	X		1497969-1073397	GP-415-18	509	Estates Drive	Doris M.	Schweitzer	53 Semel Ave	Iselin, NJ 08830	19B-21-A509
236	1	X		1497970-1073398	GP-415-19	610	Estates Drive	Michael	Blank	964 Manor Ave	Meadowbrook, PA 19046	19B-21-A610
237	1	X		1497971-1073399	GP-416-1	611	Estates Drive	Nicholas	Lamonica	13 Tremont Ave	Staten Island NY 10314	19B-21-A611
238	1	X		1497973-1073400	GP-416-2	510	Estates Drive	Brian C	Baker	1022 Linden Ave	Chester Springs PA 19425	19B-21-A510
239	1	X	F	1497975-1073401	GP-416-3	612	Estates Drive	Robert & Lori	Lehman	203 Trowbridge Ln 8009 Coventry Commons Ct	Downington PA 19335	19B-21-A612
240	1	X		1497977-1073402	GP-416-4	511	Estates Drive	Andrew	Bristow		Waxhaw NC 28173	19B-21-A511
241	1	X		1497978-1073403	GP-416-5	613	Estates Drive		Fannie Mae	PO Box 650043	Dallas TX 75265	19B-21-A613
242	1	X		1497980-1073404	GP-416-6	512	Estates Drive	Kenneth	Cottrell	11 Bronx River Rd #1H	Yonkers, NY 10704	19B-21-A512
243	1	X		1497981-1073405	GP-416-7	614	Estates Drive	Robert	Haeseker	PO Box 453	Lake Harmony, PA 18624	19B-21-A614
244	1	X		1497982-1073406	GP-416-8	513	Estates Drive	Kathleen	Boylan	102 Idlewild Rd	Edison, NJ 08817	19B-21-A513
245	1	X		1497985-1073407	GP-416-9	615	Estates Drive	Adrian C.	Riddell	20202 Waterside Dr	Germantown, MD 20874-3739	19B-21-A615
246	1	X		1497986-1073408	GP-416-10	616	Estates Drive	T. Elaine	Dompieri	1543 Harvest Ln	Manasquan NJ 08736	19B-21-A616
247	1	X		1497987-1073409	GP-417-1	432	Pineknoll Drive	Diane C.	Henderson	PO Box 917	Bryn Mawr PA 19010-0917	19B-21-C1432
248	1	X		1497988-1073410	GP-417-2	702	Pineknoll Drive	Anthony	Costanzo, Jr.	263 Clover Circle	Media, PA 19063	19B-21-C1702
249	1	X		1497989-1073411	GP-417-3	431	Pineknoll Drive	Sam E.	Valtri	1722 Rt 47	Eldora NJ 08270	19B-21-C1431

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250	1	X	F	1497991-1073412	GP-417-4	703	Pineknoll Drive	Sharon B.	Sperber	2 Jamie Ct	Old Bridge, NJ 08857	19B-21-C1703
251	1	X		1497992-1073413	GP-417-5	430	Pineknoll Drive	Richard A.	Belles	1401 Walnut St	Berwick, PA 18603	19B-21-C1430
252	1	X		1497993-1073414	GP-417-6	704	Pineknoll Drive	Lori & David	Severino	150 Windemere Ln	Lincoln University PA 19352	19B-21-C1704
253	1	X	F	1497995-1073415	GP-417-7	429	Pineknoll Drive	Vivian	Petrakakos	51 Lexington Dr	Metuchen NJ 08840	19B-21-C1429
254	1	X		1551387-1073416	GP-417-8	706	Pineknoll Drive	Sandra	Caiazzo	306 Bishop Circle	Conshohocken PA 19428	19B-21-C1706
255	1	X		1497997-1073417	GP-417-9	707	Pineknoll Drive	Fred M	Schiavone	PO Box 416	Malaga, NJ 08328	19B-21-C1707
256	1	X		1497998-1073418	GP-417-10	708	Pineknoll Drive	Robert A.	Rush	600 W Broad St	Quakertown PA 18951	19B-21-C1708
257	1	X		1497999-1073419	GP-417-11	709	Pineknoll Drive	Joseph & James	Surmick	PO Box 2068	Hazleton PA 18201	19B-21-C1709
258	1	X		1498000-1073420	GP-417-12	423	Pineknoll Drive	Laurence	Genuardi	385 Harrow Ln	Blue Bell PA 19422	19B-21-C1423
259	1	X		1551387-1073421	GP-417-13	422	Pineknoll Drive	Sarah Nessler	Zachary Rimmele	730 Beechwood Dr	Havertown PA 19083	19B-21-C1422
260	1	X		1498004-1073422	GP-417-14	802	Pineknoll Drive	Colleen	Fidgeon / C&C Property Mgt.	5 McMichael Ct	Somerdale NJ 08083	19B-21-C1802
261	1	X		1556725-1073423	GP-417-15	803	Pineknoll Drive	Dawn	Little	2360 Old Hershey Rd	Elizabethtown, PA 17022	19B-21-C1803
262	1	X		1498007-1073424	GP-418-1	804	Pineknoll Drive	Thomas	Ryan	29 W Howard St	Clayton, NJ 08317	19B-21-C1804
263	1	X		1498008-1073425	GP-418-2	805	Pineknoll Drive	Greg	Petrillo	11 Duane Rd	Doylestown, PA 18901	19B-21-C1805
264	1	X		1498010-1073426	GP-418-3	806	Pineknoll Drive	John	Snyder	515 Wellfeet Rd	Cinnaminson, NJ 08077	19B-21-C1806
265	1	X		1498011-1073427	GP-418-4	418	Pineknoll Drive	Robert J.	Bonner	PO Box 447	Lake Harmony, PA 18624	19B-21-C1418
266	1	X		1498012-1073428	GP-418-4B	419	Pineknoll Drive	Frank & Barbara	Bartone	PO Box 115	Lake Harmony PA 18624	19B-21-C1419
267	1	X	F	1498013-1073429	GP-418-5	807	Pineknoll Drive	John	Franz	11 Tallowood Ct	Collegéville PA 19426-2888	19B-21-C1807
268	1	X		1498014-1073430	GP-418-6	417	Pineknoll Drive	Gary W	Reighard	1001 E Oregon Rd	Lititz, PA 17543	19B-21-C1417
269	1	X		1498015-1073431	GP-418-7	808	Pineknoll Drive	Ronald A	Leone	935 Stockes Ave	Collingswood, NJ 08108	19B-21-C1808
270	1	X		1498016-1073432	GP-418-9	640	Pineknoll Drive	Carol A	Howard	PO Box 550	Lake Harmony, PA 18624	19B-21-C11640
271	1	X		1498017-1073433	GP-418-10	901	Pineknoll Drive	Diane L.	LiPuma	PO Box 400	Lake Harmony, PA 18624	19B-21-C11901
272	1	X		1498018-1073434	GP-418-11	638	Pineknoll Drive	Lorraine D.	Katkocin	210 6th Ave Apt 1G	New York, NY 10014	19B-21-C11638

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	EDU	Ease ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
273	1	X	F	1498021-1073435	GP-418-12	903	Pineknoll Drive	Wieslaw K & Maria Szonert-Binienda	Binienda	669 Heatherleigh Dr	Akron, OH 44333	19B-21-CII903
274	1	X		1498022-1073436	GP-418-13	904	Pineknoll Drive	John B.	Sharkey	69 Spring St	McAdoo, PA 18237	19B-21-CII904
275	1	X		1498023-1073437	GP-418-13A	905	Pineknoll Drive	905 PineKnollDr LLC		325 Thornbrook Ave	Rosemont PA 19010	19B-21-CII905
276	1	X		1498024-1073438	GP-418-14	636	Pineknoll Drive	John P.	Kline	733 Cotswold Dr	Summerville NJ 08083	19B-21-CII636
277	1	X		1498025-1073439	GP-418-15	906	Pineknoll Drive	Bryan & Patricia	Cullen	PO Box 0428	Lake Harmony, PA 18624	19B-21-CII906
278	1	X		1498026-1073440	GP-418-16	635	Pineknoll Drive	Donald K.	Roseman, Jr.	6261 Jackson Dr	East Petersburg, PA 17520	19B-21-CII635
279	1	X		1498027-1073441	GP-418-17	907	Pineknoll Drive	Vladimir	Golant	2524 Kirk Dr	Huntingdon Valley PA 19006	19B-21-CII907
280	1	X		1498028-1073442	GP-418-18	634	Pineknoll Drive	Glenn S.	Smith ETAL	220 Galleon Dr	Newark, DE 19702	19B-21-CII634
281	1	X		1498029-1073443	GP-418-19	908	Pineknoll Drive	Margaret E.	DeLuise	56 W Market St#13	Bethlehem, PA 18018	19B-21-CII908
282	1	X		1498030-1073444	GP-419-1	909	Pineknoll Drive	James C.	Petty	308 Bethlem Pike	Glenside, PA 19038	19B-21-CII909
283	1	X		1498031-1073445	GP-419-2	910	Pineknoll Drive	Robert E	Marron	905 Cherokee Ave	Huntingdon Valley PA 19006	19B-21-CII910
284	1	X		1498032-1073446	GP-419-3	631	Pineknoll Drive	Dominick P.	Pannunzio	131 Lincoln St	Dupont, PA 18641	19B-21-CII631
285	1	X		1498034-1073447	GP-419-4	911	Pineknoll Drive	Douglas	Ward	125 New Haven St	Mount Joy PA 17552	19B-21-CII911
286	1	X		1498035-1073448	GP-419-5	1001	Pineknoll Drive	Lewis	Newhard ETAL	400 Indiantrail Rd	Northampton, PA 18067	19B-21-CII1001
287	1	X		1498036-1073449	GP-419-6	1002	Pineknoll Drive	Nicholas	Vytell ET AL	168 Flanders Dr	Flanders NJ 07836	19B-21-CII1002
288	1	X	F	1682140-1073450	GP-419-7	628	Pineknoll Drive	Randolph	Maule JR	557 Russell Ave	Langhorne PA 19047	19B-21-CII628
289	1	X		1498039-1073451	GP-419-8	1003	Pineknoll Drive	Catherine A.	Hall	5659 Foxcross Pl	Stuart FL 34997	19B-21-CII1003
290	1	X		1535903-1073452	GP-419-9	1004	Pineknoll Drive	John	Buchanan	6 Tetler Circle	Deptford NJ 08096	19B-21-CII1004
291	1	X		1498041-1073453	GP-419-10	626	Pineknoll Drive	King	Timothy	6 Sandown Rd	Norristown PA 19403	19B-21-CII626
292	1	X		1498042-1073454	GP-419-11	1005	Pineknoll Drive	John F.	Bosi	PO Box 762	Lake Harmony, PA 18624	19B-21-CII1005
293	1	X		1498043-1073455	GP-419-12	1006	Pineknoll Drive	Michael L.	McDonald	1 Wellesly Way	Melford, NJ 08055	19B-21-CII1006
294	1	X		1549860-1073456	GP-419-13	624	Pineknoll Drive	Dionisio V	Almeida	8970 Clausville Rd	Fogelsville PA 18051	19B-21-CII624
295	1	X		1498046-1073457	GP-419-14	623	Pineknoll Drive	Bryson J.	Sundberg, Jr	12 E. Gate Dr	Cloucester Twp. NJ 08081	19B-21-CII623
296	1	X	F	1498048-1073458	GP-419-15	1008	Pineknoll Drive	Jeffrey	Sturgis	23 S Chancellor St	Newtown PA 18940	19B-21-CII1008

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297	1	X		1498051-1073459	GP-419-16	1009	Pineknoll Drive	Mauricio	Reginato	517 Valley View Rd	Merion Station PA 19066	19B-21-C11009
298	1	X		1537027-1073460	GP-419-17	1010	Pineknoll Drive	George	Greatrex, Jr	191 Hooton Rd	Mt Laurel NJ 08054	19B-21-C11010
299	1	X		1498053-1073461	GP-419-18	1011	Pineknoll Drive	Stephen T	Maginnis	8 Emmons Dr	Millstone Twp, NJ 08510	19B-21-C11011
300	1	X		1498054-1073462	GP-420-1	433	Birch Street	Barry E	Scholtz	751 Lochalsh Ave	Ambler, PA 19002	19B-21-C1433
301	1	X		1498056-1073463	GP-420-2	207	Birch Street	Reuven	Dulitzki	119 Cross Hill Rd	Wynnewood, Pa 19096	19B-21-C1207
302	1	X		1498057-1073464	GP-420-3	208	Birch Street	Candace	McCoy	711 Cedar Knoll Rd	Coatesville, PA 19320	19B-21-C1208
303	1	X		1498058-1073465	GP-420-5	210	Birch Street	Thomas	Oves	858 St Charles Pl	Ocean City, NJ 08226	19B-21-C1210
304	1	X		1800437-1073466	GP-420-6	701	Pineknoll Drive	George	Smiley	1060 Pottstown Pike	West Chester PA 19380	19B-21-C1701
305	1	X		1498060-1073467	GP-420-7	211	Birch Street	Vivian M	Miller	2191 S Kihei Rd #1103	Kihei HI 96753-8613	19B-21-C1211
306	1	X		1498061-1073468	GP-420-8	212	Birch Street	Norman	Pitts	PO Box 77	Prospect Park, PA 19076	19B-21-D1212
307	1	X		1498062-1073469	GP-420-9	213	Birch Street	Michael S	Foster	60 Woodland Ave	Mullica Hill, NJ 08062	19B-21-D1213
308	1	X		1489063-1073470	GP-421-1	1402	Birch Street	James F	Rollman	PO Box 325	Barnegat, NJ 08005	19B-21-D11402
309	1	X		1498064-1073471	GP-421-1B	1401	Birch Street	Leslie	Rice	20 Colonial Ridge Dr	Haddonfield, NJ 08033	19B-21-D11401
310	1	X		1498065-1073472	GP-421-2	1403	Birch Street	Kenneth E.	Wattman	1451 Fairville Rd	Chadds Ford, PA 19317	19B-21-D11403
311	1	X		1498066-1073473	GP-421-3	1335	Birch Street	Thomas W	Magness	1120 Wylie Rd	West Chester, PA 19382	19B-21-D11335
312	1	X		1498067-1073474	GP-421-4	1404	Birch Street	Robert H.	Sproat	3216 W Brice Dr	Dresher, PA 19025	19B-21-D11404
313	1	X		1498068-1073475	GP-421-5	1405	Birch Street	William	Ludlam	2072 Route 9 N	Cape May Court House, NJ 08210	19B-21-D11405
314	1	X		1498069-1073476	GP-421-6	1406	Birch Street	Thomas J	Quinlan, Jr.	56 Kingston Blvd	West Creek, NJ 08008	19B-21-D11406
315	1	X		1498070-1073477	GP-421-7	1407	Birch Street	Robert	Piefka	1375 Jasper Dr	Ambler PA 19002	19B-21-D11407
316	1	X	F	1498071-1073478	GP-421-8	1338	Birch Street	Thomas W	Magness	1120 Wylie Rd	West Chester PA 19382	19B-21-D11338
317	1	X	F	1498072-1073479	GP-422-1	719	Timberline Drive	Steven	Valtri	PO Box 437	Avalon NJ 08202	19B-21-D1719
318	1	X		1498073-1073480	GP-422-2	718	Timberline Drive	Roy	Rankin	PO Box 614	Lake Harmony PA 18624	19B-21-D1718
319	1	X		1498074-1073481	GP-422-3	717	Timberline Drive	Adam	Pearce	PO Box 68	South Seaville NJ 08246	19B-21-D1717
320	1	X		1498075-1073482	GP-422-4	1331	Timberline Drive	Andrew L	Gloninger	5 Roberts Rd	Newtown Square PA 19073	19B-21-D11331
321	1	X		1498076-1073483	GP-422-4B	1332	Timberline Drive	Hugh P	Campbell	4404 Pearson Ave 1st Floor	Philadelphia PA 19114	19B-21-D11332

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322	1	X	F	1498079-1073484	GP-422-5	716	Timberline Drive	Domenic	Marzano	117 Sylvan Terrace	Glassboro NJ 08028	19B-21-D1716
323	1	X		1498081-1073485	GP-422-6	1330	Timberline Drive	Joseph	Sheffer	415 Tasker St	Ridley Park PA 19078	19B-21-D11330
324	1	X		1498082-1073486	GP-422-7	1329	Timberline Drive	Robin	Slough	530 S Second St	Philadelphia PA 19147	19B-21-D11329
325	1	X		1498083-1073487	GP-422-8	714	Timberline Drive	Margretta	Keptner	902 Hertzler Rd	Mechanicsburg PA 17055	19B-21-D1714
326	1	X		1498085-1073488	GP-422-9	713	Timberline Drive	Frank M	Markley Jr	2501 Brookdale Ave	Roslyn PA 19001	19B-21-D1713
327	1	X		1498086-1073489	GP-422-10	712	Timberline Drive	Joseph	Napolitan	29 Hope Rd	Holland PA 18966	19B-21-D1712
328	1	X		1498087-1073490	GP-422-11	1321	Timberline Drive	Francis J	Preto	7 Ivy Ln	Wrightstown NJ 08562	19B-21-D11321
329	1	X		1498088-1073491	GP-422-12	710	Timberline Drive	Thomas J	O'Rourke	PO Box 92	Lake Harmony PA 18624	19B-21-D1710
330	1	X		1498089-1073492	GP-422-13	816	Timberline Drive	Joseph	Orti	604 Chestnut Ave	Woodbury Heights NJ 08097	19B-21-D1816
331	1	X		1498090-1073493	GP-422-14	1313	Timberline Drive	Thomas M	Kandle	472 Pritchard Ct	Harrisburg PA 17111	19B-21-D11313
332	1	X		1498091-1073494	GP-423-1	815	Timberline Drive	Robert L	Dykstra	2594 Cousler Circle	York PA 17404	19B-21-D1815
333	1	X		1498092-1073495	GP-423-2	814	Timberline Drive	Jonathan	Pinelli	15 Hickory Ln	Topfield MA 01983	19B-21-D1814
334	1	X		1498093-1073496	GP-423-3	1312	Timberline Drive	Andrew	Gloninger	5 Roberts Rd	Newtown Square PA 19073	19B-21-D11312
335	1	X		1498094-1073497	GP-423-4	813	Timberline Drive	Robert A	Pollard	PO Box 243	Lake Harmony PA 18624-0243	19B-21-D1813
336	1	X	F	1498096-1073498	GP-423-5	812	Timberline Drive	Paul D	Leinheiser	13 Midway Ave	Hulmeville PA 19047	19B-21-D1812
337	1	X		1498097-1073499	GP-423-6	1306	Timberline Drive	Eric	Long	PO Box 136	Lake Harmony PA 18624	19B-21-D11306
338	1	X		1498099-1073500	GP-423-7	1305	Timberline Drive	Patricia L	Smith	76 Whig Lane Rd	Monroeville NJ 08343	19B-21-D11305
339	1	X		1498100-1073501	GP-423-8	811	Timberline Drive	Duane	Craig	PO Box 603	Lake Harmony PA 18624	19B-21-D1811
340	1	X		1498101-1073502	GP-423-9	810	Timberline Drive	William B	Isaacs	556 Ford Ave	Kingston PA 18704	19B-21-D1810
341	1	X		1498102-1073503	GP-423-10	1304	Timberline Drive	Christopher	Lerario	324 Greenview Ln	Havertown PA 19083	19B-21-D11304
342	1	X		1498103-1073504	GP-423-11	809	Timberline Drive	James A	McCrea	41 Ferguson Ave	Broomall PA 19008	19B-21-D1809
343	1	X		1498104-1073505	GP-423-12	1303	Spring Street	Margaret E	Ryan ETAL	419 Landis Rd	Harleysville PA 19438	19B-21-D11303
344	1	X		1498105-1073506	GP-423-13	1302	Spring Street	Thomas J	Ciba	120 Sussex St	Jersey City NJ 07302	19B-21-D11302
345	1	X		1498106-1073507	GP-423-14	1301	Spring Street	Gustave	Dileo, Jr	12 Cromwell Ln	Jackson NJ 08527	19B-21-D11301
346	1	X		1498108-1073508	GP-424-1	1328	Arrowhead Court	Donna	Macturk	PO Box 171	Barrington NJ 08007	19B-21-D11328

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347	1	X		1498109-1073509	GP-424-2	1322	Timberline Drive	Ed & Joan	Hurban	595 S Lincoln Ave	Vineland NJ 18361-6104	19B-21-D11322
348	1	X		1498110-1073510	GP-424-3	1323	Arrowhead Court	Roy A	Hildenbrand	039 Wentling Schoolhouse R	East Greenville PA 18041	19B-21-D11323
349	1	X	F	1498112-1073511	GP-424-4	1327	Arrowhead Court	Elizabeth J	Paoletti	1636 Third St	Bethlehem PA 18020	19B-21-D11327
350	1	X		1498113-1073512	GP-424-5	1326	Arrowhead Court	Lansdale	Warehouse Co	PO Box 892	Lansdale PA 19446	19B-21-D11326
351	1	X		1498114-1073513	GP-424-6	1325	Arrowhead Court	Frederick W	Leske	PO Box 188	Lake Harmony PA 18624	19B-21-D11325
352	1	X		1498115-1073514	GP-424-7	1319	Timberline Drive	Robert H	Grace	62 Paisley Rd	Richboro PA 18954	19B-21-D11319
353	1	X		1498117-1073515	GP-424-8	1314	Timberline Drive	Eric G	Hall	37 Deerfield Dr.	Malvern PA 19355	19B-21-D11314
354	1	X	F	1498120-1073516	GP-424-9	1315	Boulder Field Ct	Patrick	Sharp	393 Rainey Rd	Woolwich Twp, NJ 08085	19B-21-D11315
355	1	X		1498121-1073517	GP-424-9B	1316	Boulder Field Ct	Robert A	Marro	345 Lewis Rd	Springfield, PA 19064	19B-21-D11316
356	1	X		1498122-1073518	GP-424-10	1317	Boulder Field Ct	Christopher	Lazicki	627 Reed Rd	Jackson, NJ 08527	19B-21-D11317
357	1	X		1498123-1073519	GP-424-11	1311	Chalet Court	Robert W	Valcich	211 StoneHenge Dr	Phillipsburg, NJ 08865	19B-21-D11311
358	1	X		1498124-1073520	GP-424-12	1307	Chalet Court	Vitaly	Goncharuk ETAL	3 Falcon Dr # 305	Holland, PA 18966	19B-21-D11307
359	1	X		1498125-1073521	GP-424-13	1308	Chalet Court	John H	Barnitz	940 Craig-Y-Nos Ave	Dresher PA 19025	19B-21-D11308
360	1	X		1498126-1073522	GP-425-1	102	Park Lane	Kurt Graff	William Given	349 Buckhead Ln	Douglasville, PA 19518	19B-21-B1102
361	1	X	F	1498128-1073523	GP-425-2	103	Park Lane	Sebastian	Russell	PO Box 633	Lake Harmony PA 18624	19B-21-B1103
362	1	X		1498129-1073524	GP-425-3	101	Wood Street	R. Michael	Munro	PO Box 214	Lake Harmony PA 18624	19B-21-A101
363	1	X		1498131-1073525	GP-425-4	514	Wood Street	Robert	Breitigan	515 S 58 Terrace	Hollywood FL 33023	19B-21-A514
364	1	X		1498132-1073526	GP-425-5	201	Wood Street	McGinnis.	Steve & Ellyn	PO Box 225	Lake Harmony PA 18624	19B-21-B1201
365	1	X		1498133-1073527	GP-425-6	202	Wood Street	John & Kelli	Grutko	1536 Makefield Rd	Yardley PA 19067	19B-21-B1202
366	1	X		1498134-1073528	GP-425-7	617	Wood Street	Randall	Martin	11 Heritage Hills Ct	Kingsville MD 21087	19B-21-B1617
367	1	X		1498136-1073529	GP-425-8	204	Wood Street	Michael J	Yannes	PO Box 443	Lake Harmony PA 18624	19B-21-B1204
368	1	X		1498137-1073530	GP-425-9	619	Wood Street	Albin J	Pietraszko	4706 Broad St	Wall Township NJ 07753	19B-21-B1619
369	1	X	F	1498139-1073531	GP-425-10	620	Wood Street	John	Jennings	4 Tasley Ct	Marlton NJ 08053	19B-21-B1620
370	1	X		1498140-1073532	GP-425-11	205	Wood Street	Shawn C	Hanrahan	114 Hunters Way	Souderton PA 18964	19B-21-B1205
371	1	X		1498142-1073533	GP-425-12	621	Wood Street	John	Warren	2045 Bennett Rd	Philadelphia PA 19116	19B-21-B1621

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372	1	X		1498144-1073534	GP-426-1	206	Wood Street	Michael T	Romano	105 Savory Ln	North Wales PA 19454	19B-21-B1206
373	1	X		1498145-1073535	GP-426-2	622	Wood Street	Gregory A	Loerzel	19 Patterson Pl	Downingtown PA 19335	19B-21-B1622
374	1	X		1498146-1073536	GP-426-3	208	Wood Street	Frank	Giovannone	2160 Harts Ln	Conshohocken PA 19428	19B-21-B1208
375	1	X		1498147-1073537	GP-426-4	701	Wood Street	Carol	McDonald	1350 E Berks St	Philadelphia PA 19125	19B-21-B1701
376	1	X		498148-1073538	GP-426-5	209	Wood Street	Silvio P	Manicci, Jr.	557 Fairway Terrace	Philadelphia PA 19128	19B-21-B1209
377	1	X		1498149-1073539	GP-426-6	210	Wood Street	H. Jay	Zwally	1214 Tucker Ln	Aston MD 20861	19B-21-B1210
378	1	X		1498151-1073540	GP-426-7	703	Wood Street	Jeffrey B	Quay	267 Hidden Spring Ln	Langhorne PA 19017	19B-21-B1703
379	1	X		1498152-1073541	GP-427-1	414	Skye Drive	John	Pfleger	48 Riverside Ave	Oceanport NJ 07757	19B-21-B1414
380	1	X		1498154-1073542	GP-427-2	415	Skye Drive	Christopher	McManus	103 Savory Lane	North Wales PA 19454	19B-21-B415
381	1	X		1498155-1073543	GP-427-2A	416	Skye Drive	Timothy B	Cooper	497 Reginald Ln	Collegeville PA 19426	19B-21-B1416
382	1	X		1498156-1073544	GP-427-3	706	Skye Drive	Pavel A	Kroupnik	2021 Montrose Villahe Terra	Rockville MD 20852	19B-21-B1706
383	1	X		1498157-1073545	GP-427-4	707	Skye Drive	Ariel	Friedman	4215 43rd Ave # E4	Sunnyside NY 11104	19B-21-B1707
384	1	X	F	1498158-1073546	GP-427-5	708	Skye Drive	J Christopher	West	PO Box 239	Lake Harmony PA 18624	19B-21-B1708
385	1	X		1498159-1073547	GP-427-6	401	Skye Drive	Lance	Rowe	PO Box 102	Lake Harmony PA 18624	19B-21-B1401,402
386	1	X	F	1498162-1073548	GP-427-7	710	Skye Drive	Petty	Blore	308 Bethlem Pike	Gilenside PA 19038	19B-21-B1710
387	1	X		1498163-1073549	GP-427-8	711	Skye Drive	Andrew	Fresco III	15 Glen Eagles Dr	Bridgewater NJ 08807	19B-21-B1711
388	1	X		1498164-1073550	GP-427-9A	512	Skye Drive	Albert	Blomer	578 Paoli Ave	Philadelphia PA 19128	19B-21-B11512
389	1	X		1515793-1082560	GP-427-9B	513	Skye Drive	Kathleen	Petrillo	PO Box 1351	Doylestown PA 18901	19B-21-B11513
390	1	X		1498168-1073552	GP-427-10	715	Skye Drive	Gerald B.	Halt, Jr.	2252 E. Deerfield Dr	Media PA 19063	19B-21-B11715
391	1	X		1498170-1073553	GP-427-11	716	Skye Drive	Thomas	Reavy	49 Cliveden Dr	Newtown PA 18940	19B-21-B11716
392	1	X	F	1498172-1073554	GP-427A-1	727	Lower Skye Dr.	Warren	Abraham	75 Old Mill Dr	Media PA 19063	19B-21-B11727
393	1	X	F	1498174-1073555	GP-427A-1B	728	Lower Skye Dr.	John J	O'Malley	725 Hemlock Rd	Media PA 19063	19B-21-B11728
394	1	X		1498175-1073556	GP-427A-2	729	Lower Skye Dr.	Barbara B	Bigelow	290 Millbrook Rd	Washington NJ 07882	19B-21-B11729
395	1	X		1498176-1073557	GP-428-1	717	Skye Drive	Gerard J	Klauder	5701 Hollywood Blvd #B	Hollywood, FL 33021	19B-21-B11717
396	1	X		1498177-1073558	GP-428-2	806	Skye Drive	Michael P	Turturro	4557 French Dr	Doylestown PA 18902	19B-21-B11806

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	EDU	Ease ment	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
397	1	X		1498178-1073559	GP-428-3	327	Skye Drive	Nancy G.	Miller	PO Box 61	Lake Harmony, PA 18624	19B-21-B11327
398	1	X		1498179-1073560	GP-428-4	805	Skye Drive	Dennis	Connor	PO Box 109	Lake Harmony PA 18624	19B-21-B11805
399	1	X		1498180-1073561	GP-428-5	326	Skye Drive	Serendipity Properties LLC		PO Box 1528	Wall, NJ 07719	19B-21-B11326
400	1	X		1498181-1073562	GP-428-6	325	Skye Drive	Dana	Panzarino	25 Fox Chase Dr	Watchung, NJ 07069	19B-21-B11325
401	1	X		1498182-1073563	GP-428-7	804	Skye Drive	William M	Deriscavage	101 Bismark Way	King of Prussia, PA 19406	19B-21-B11804
402	1	X		1498185-1073564	GP-428-8	324	Skye Drive	Larry J	Rendin Jr	508 N Swarthmore Ave	Swarth More PA 19081	19B-21-B11324
403	1	X		1498186-1073565	GP-428-9	323	Skye Drive	Carol A	Moscony	#117 St South	Brigantine, NJ 08203	19B-21-B11323
404	1	X	F	1498188-1073566	GP-428-10	803	Skye Drive	Richard	Doran	100 Mendam Rd	Gladstone, NJ 07934	19B-21-B11803
405	1	X		1498189-1073567	GP-428-11	322	Skye Drive	Scott D.	Melba	811 Highfield Dr	Newark, DE 19713	19B-21-B11322
406	1	X		1498190-1073568	GP-428-12	321	Skye Drive	Maritza I.	Rodriguez	PO Box 167	Lake Harmony, PA 18624	19B-21-B11321
407	1	X		1498192-1073569	GP-428-13	320	Skye Drive	Dennis	Cramsie, Jr.	337 Golf Hills Rd	Havertown, PA 19083	19B-21-B11320
408	1	X	F	1498194-1073570	GP-429-1	501	Crest Lane	Brian	Petruzzi	615 Pine View Dr	Galloway, NJ 08205	19B-21-B501
409	1	X		1498195-1073571	GP-429-2	502	Crest Lane	Felix W	Penzarella	618 S Front St	Philadelphia PA 19147	19B-21-B1502
410	1	X		1498196-1073572	GP-429-3	403	Crest Lane	Leona	Tobin-Jones	250 Sutherland Dr	Mountaintop PA 18707	19B-21-B1403
411	1	X		1498197-1073573	GP-429-4	404	Crest Lane	Lewis F Jr	Wright	1701 Hanover Ave	Egg Harbor City, NJ 08215	19B-21-B1404
412	1	X		1498198-1073574	GP-429-5	405	Crest Lane	Daniel A	Backich	355 Linden St	Churchville PA 18966	19B-21-B1405
413	1	X		1498200-1073575	GP-429-6	505	Crest Lane	Richard	Kennedy	PO Box 782	Lake Harmony PA 18624	19B-21-B1505
414	1	X		1498201-1073576	GP-429-7	807	Vista Lane	Vincent	Cervasio	8898 16th Ave	Brooklyn NY 11214	19B-21-B11807
415	1	X		1498202-1073577	GP-429-8	511	Vista Lane	Elizabeth	Grant	752 Hull Ct	Marco Island FL 34145	19B-21-B11511
416	1	X		1498203-1073578	GP-429-9	510	Vista Lane	Dennis	Heaton	422 Steven St	Norristown PA 19403	19B-21-B11510
417	1	X		1498204-1073579	GP-429-10	808	Vista Lane	Lawrence	Gould	PO Box 167	Lake Harmony PA 18624	19B-21-B11808
418	1	X		1498205-1073580	GP-429-11	509	Vista Lane	Lee	Sunderland	235 East Rd	Doylestown PA 18901	19B-21-B11509
419	1	X		1498207-1073581	GP-429-12	508	Vista Lane	James J	McCaffrey IV	945 Pulinski Rd	Ivyland PA 18974	19B-21-B11508
420	1	X	F	1498208-1073582	GP-429-13	809	Vista Lane	James	Reynolds	505 Marsh Rd	Wilmington DE 19809	19B-21-B11809
421	1	X		1498209-1073583	GP-430-1	413	Skye Drive	Michael R.	Barattucci, Jr.	12 Tattersall Dr	Burlington NJ 08016	19B-21-B1413

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EDL	Ease men d	File d	Acqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
422	1	X	1498210-1073584	GP-430-2	301	Skye Drive	Howard	Nixon-Moore	PO Box 746	Lake Harmony PA 18624	19B-21-B1301
423	1	X	1498211-1073585	GP-430-3	412	Skye Drive	Renato A	Rodriguez III	261 Sittler Valley Rd	Kutztown PA 19530	19B-21-B1412
424	1	X	1498213-1073586	GP-430-4	304	Skye Drive	Richard	Schultz	350 Clair Rd	Southampton, PA 18966	19B-21-B1304
425	1	X	1498214-1073587	GP-430-5	411	Skye Drive	John P	Davidovich	PO Box 2	Lake Harmony PA 18624	19B-21-B1411
426	1	X	1498216-1073588	GP-430-6	305	Skye Drive	William	DiBongrazio	2351 Brookshire Circle	West Melbourne FL 32904	19B-21-B1305
427	1	X	1498217-1073589	GP-430-7	306	Skye Drive	John P	Davidovich	PO Box 2	Lake Harmony PA 18624	19B-21-B1306
428	1	X	1498218-1073590	GP-430-8	307	Skye Drive	Scott	Wanamaker	647 Buyers Rd	Collegeville PA 19426	19B-21-B1307
429	1	X	1498220-1073591	GP-430-9	410	Skye Drive	Ronald	Simone Sr	14 Brentwood Rd	Malawan NJ 07747	19B-21-B1410
430	1	X	1498221-1073592	GP-430-10	308	Skye Drive	Robert	Lauver	161 Huntingwood Dr	Lancaster PA 17602	19B-21-B1308
431	1	X	1498222-1073593	GP-430-11	309	Skye Drive	Michael	Accardi	1022 Lafayette Dr	Yardley PA 19067	19B-21-B1309
432	1	X	1498224-1073594	GP-430-12	310	Skye Drive	Michael	Leisner	128 Friendship Rd	Drexel Hill PA 19026	19B-21-B1310
433	1	X	1498225-1073595	GP-430-13	311	Skye Drive	Timothy P	Huber	5601 Oak Pl	Bethesda MD 20814	19B-21-B1311
434	1	X	1498226-1073596	GP-430-14	407	Skye Drive	John F	Barrett	8045 Summerbreeze Terr	Spring Hill, FL 34606	19B-21-B1407
435	1	X	1498227-1073597	GP-430-15	312	Skye Drive	Stephen G	Sharr	204 Second Ave	Piscataway NJ 08854	19B-21-B1312
436	1	X	1498228-1073598	GP-430-16	406	Skye Drive	Iter	Peter F	8 Wilson Ave	Oakhurst NJ 07755	19B-21-B1406
437	1	X	1498229-1073599	GP-431-1	314	Skye Drive	Joseph J	Rink	112 W Plumstead Ave	Lansdowne PA 19050	19B-21-B1314
438	1	X	1498230-1073600	GP-431-2	315	Skye Drive	Joseph A	Nolasco	85 Decker Ave	Staten Island NY 10302	19B-21-B1315
439	1	X	1498232-1073601	GP-431-3	316	Skye Drive	Joseph A	Nolasco	85 Decker Ave	Staten Island, NY 10302	19B-21-B1316
440	1	X	1498233-1073602	GP-431-4	506	Skye Drive	Marianne	Taulane	510 Easy St	Philadelphia, PA 19111	9B-21-19B-21-B1151
441	1	X	1498235-1073603	GP-431-5	317	Skye Drive	Joseph A	Nolasco	85 Decker Ave	Staten Island, NY 10302	19B-21-B11317
442	1	X	1665241-1073604	GP-431-6	318	Skye Drive	Kenneth	Arch	2345 Abbeys Lane	Harrisburg PA 17112	19B-21-B11318
443	1	X	1498237-1073605	GP-433-1	5	Honeysuckle Lane	Willard	Canum	105 Mallard Dr W	North Wales PA 19454	33A-21-D12
444	1	X	1498238-1073606	GP-433-2	3	Mt. Ash Rd.	Martin	Kennedy	14 Park Rd	Onsville PA 18942	33A-21-D5
445	1	X	1498239-1073607	GP-433-3	5	Mt. Ash Rd.	Thomas	Matcovich	1667 Ludwell Dr	Maple Glen PA 19002	33A-21-D4
446	1	X	1498241-1073608	GP-433-4	7	Mt. Ash Rd.	Dawn M	Alwood	16 Carriage Dr	Horsham, PA 19044	33A-21-D3

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447	X		1498242-1073609	GP-435-1	17	Split Rock Road	Michael	Malroy	2015 Stony Creek Rd	Lansdale, PA 19446	33A-21-D26.01
448	X		1498243-1073610	GP-435-3	21	Split Rock Road	James F	McDermott	PO Box 18083	Philadelphia, PA 19147	33A-21-D25.01
449	X		1498244-1073611	GP-435-4	23	Split Rock Road	Frank L	Jaquina	516 Snyder Rd	Lititz, PA 17543	33A-21-D24
450	X		1498245-1073612	GP-435-5	25	Split Rock Road	Thomas	Scheuerman	321 N Feathering Rd	Media PA 19063	33A-21-D23
451	X	F	1498247-1073613	GP-435-6	27	Split Rock Road	Timothy	Okonsky	43 Woodbridge Dr	Doylesstown, PA 18901	33A-21-D22
452	X		1498248-1073614	GP-435-7	29	Split Rock Road	Lee Berke	Freedman	2350 Montevallio Rd	Birmingham, AL 35223	33A-21-D21
453	X	F	1498249-1073615	GP-435-8	31	Split Rock Road	Frank E	Bohinski	PO Box 444	Lake Harmony, PA 18624	33A-21-D20
454	X		1498250-1073616	GP-435-9	33	Split Rock Road	Steven	Playin	PO Box 119	Lake Harmony, PA 18624	33A-21-D19
455	X		1498251-1073617	GP-435-10	37	Split Rock Road	Carol Heiges	Griswold	241 Danbury Circle S	Rochester, NY 14618	33A-21-D18
456	X		1498253-1073618	GP-438-1	32	Greenwood Road	Daniel J	Renaldi	PO Box 505	Lake Harmony, PA 18624	33A-21-E14
457	X		1498254-1073619	GP-438-2	34	Greenwood Road	Louis B	Casari	19 El Camino Rd	Hazleton, PA 18201	33A-21-E15
458	X		1498255-1073620	GP-439-1	36	Greenwood Road	Clare Marie	Carlin ETAL	274 Callowhill Rd	Chalfont, PA 18914-1519	33A-21-E16
459	X		1515806-1082563	GP-439-2	38	Greenwood Road	James	Flore	PO Box 664	Lake Harmony, PA 18624	33A-21-E17
460	X		1498259-1073622	GP-439-3	42	Greenwood Road	Joan A	Curry	PO Box 504	Lake Harmony, PA 18624	33A-21-E19
461	X		1498260-1073623	GP-439-4	44	Greenwood Road	Timothy	Boyes	2124 Mt Carmel Ave	Glenside, PA 19038	33A-21-E35
462	X		1498261-1073624	GP-439-5	46	Greenwood Road	George	Ahart	367 Valley High Ct	Wilmington, PA 18088	33A-21-E36
463	X		1498262-1073625	GP-439-6	50	Greenwood Road	Reese	Robinson	7 Woodbrook Circle	Wilmington, DE 19810-4119	33A-21-E38
464	X		1498263-1073626	GP-439-7	56	Greenwood Road	Grant T	Thomas	PO Box 300	Lake Harmony, PA 18624	33A-21-E39A
465	X		1498264-1073627	GP-440-1	3	Chestnut Road	Anthony J	Valusek	PO Box 179	Lake Harmony, PA 18624	33A-21-D40.02
466	X		1498265-1073628	GP-440-2	8	Chestnut Road	Stephen	Boegush	150 Clover Rd	Ivyland PA 18974	33A-21-D95W
467	X	F	1498267-1073629	GP-441-1	22	Chestnut Road	Denise	Hector	669 Lindley Rd	Glenside, PA 19038-2045	33A-21-D135W
468	X	F	1498269-1073630	GP-442-1	12	Split Rock Road	Hay Investment Prop	LLC	1414 Elkins Ave	Levittown, PA 19056	33A-21-C24
469	X		1498270-1073631	GP-442-2	31	Maplewood Road	Thomas	Bradley, Jr.	PO Box 426	Lake Harmony, PA 18624	33A-21-C23
470	X		1498271-1073632	GP-442-3	30	Maplewood Road	Raymond K	Hess	1375 Pershing Blvd	Reading, PA 19607	33A-21-D27.02
471	X		1498272-1073633	GP-442-4	29	Maplewood Road	Thomas M	Check	Box 275 Evard Rd	Gwynedd Valley, PA 19437	33A-21-C22

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472	X		1498273-1073634	GP-442-5	28	Maplewood Road	Edmund P	Nowarski	113 Clubhouse Dr	Berlinville, PA 19506	33A-21-D28
473	X		1498274-1073635	GP-442-6	24	Maplewood Road	Doris M	Pidcock	1011 Buckingham Dr	Allenstown, PA 18103	33A-21-D55
474	X	F	1498275-1073636	GP-442-7	22	Maplewood Road	Phyllis Lynn	Heiser	20 Ballard Ave	Staten Island, NY 10312	33A-21-D56
475	X		1498277-1073637	GP-442-8	21	Maplewood Road	Benjamin J	Apfelbaum	219 Arch St	Sunbury, PA 17801	33A-21-C11
476	X		1498279-1073638	GP-442-9	20	Maplewood Road	Frank J	Nemshick III	14 Campitelli Ct	Reisterstown, MD 21136	33A-21-D57
477	X		1498280-1073639	GP-442-10	17	Maplewood Road	John P	Campbell	297 Moreland Rd	Huntingdon Valley, PA 19006	33A-21-C9
478	X		1498281-1073640	GP-442-11	18	Maplewood Road	Lawrence J	Melton	708 N Mutton Ave	Morton, PA 19070	33A-21-D58
479	X		1498282-1073641	GP-442-12	16	Maplewood Road	Michael J	Melton	6 Durham Dr	Pottsville, PA 17901	33A-21-D59
480	X		1498283-1073642	GP-442-13	15	Maplewood Road	Ernest	Mayer ETAL	10 Walnut Valley Rd	Chaddsford, PA 19317	33A-21-C8
481	X		1498285-1073643	GP-442-14	14	Maplewood Road	Lee	Wallon	89 Beverly Dr	Kintnersville, PA 18930	33A-21-D60
482	X		1498286-1073644	GP-442-15	12	Maplewood Road	Charlotte S	Mitchell	2212 Fairfax Blvd	Wilmington, DE 19803	33A-21-D61
483	X		1498288-1073645	GP-442-16	10	Maplewood Road	Theresa H	Mitros	321 Tyson Ave	Glenside, PA 19038	33A-21-D62
484	X		1498289-1073646	GP-442-17	8	Maplewood Road	Antonia D	Perez	115 Woodlawn Ave	Collingswood NJ 08108	33A-21-C1
485	X		1498290-1073647	GP-442-18	10	Greenwood Road	Cynthia J	Shoren	16405 Henry Dr	Gaithersburg, MD 20877	33A-21-C12
486	X		1498291-1073648	GP-443-1	13	Maplewood Road	Robert J	Searnell	61 Simcoe St	Oyster Bay, NY 11771	33A-21-C7
487	X		1570769-1073649	GP-443-2	9	Maplewood Road	Barbara Boyer	Jeffrey Ware	231 Woodland Ave	Haddonfield NJ 08033	33A-21-C6
488	X		VC agreement	GP-443-3	5	Maplewood Road	Vacation Charters	Cove Cottage	PO Box 592	Lake Harmony, PA 18624	33A-21-C5
489	X	F	1734035-1073651	GP-443-4	9	Greenwood Road	Wayne	Aubrey	9 Padlock Dr	Glassboro NJ 08028	33A-21-C21
490	X		1498296-1073652	GP-443-5	8	Greenwood Road	Holly R	Boote	1990 Mccaslin Dr	Auburn, PA 17922-9576	33A-21-C13
491	X	F	1498298-1073653	GP-443-6	7	Greenwood Road	O'Donnell	Joseph I & M P	5271 Rosewood Dr	Center Valley, PA 18034	33A-21-C20
492	X		1498299-1073654	GP-443-7	6	Greenwood Road	John K	McCreesh	312 Bryan St	Havertown, PA 19083	33A-21-C14
493	X		1498300-1073655	GP-443-8	5	Greenwood Road	Dolores A	Devce	105 Helm Way	Dowington PA 19335	33A-21-C19
494	X		1498301-1073656	GP-444-1	19	Red Oak Road	Louis P	Pauley	PO Box 725	Lake Harmony, PA 18624	33A-21-D54
495	X		1498302-1073657	GP-444-2	17	Red Oak Road	Marvin J	Arrighy	15155 Milford St	Philadelphia, PA 19116	33A-21-D53
496	X		1498303-1073658	GP-444-3	18	Red Oak Road	Alan J	Cherry	312 Warner Rd	Horshan, PA 19844	33A-21-D52

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497	1	X	1498304-1073659	GP-444-4	16	Red Oak Road	Frances M	Williams	923 Rose Ave	Morton, PA 19070	33A-21-D43
498	1	X	1732077-1073660	GP-444-5	14	Red Oak Road	Daniel	Prestajko	273 Spring Run Ln	Downingtown PA 19335	33A-21-D44
499	1	X	1498308-1073661	GP-444-6	11	Red Oak Road	Thomas L	Davis	1057 Primrose Ln	Coopersburg PA 18036	33A-21-D50
500	1	X	1498309-1073662	GP-444-7	10	Red Oak Road	Jane R	Payne	135 Old Forge Crossing	Dewon PA 19333-1160	33A-21-D46
501	1	X	1498310-1073663	GP-444-8	9	Red Oak Road	C Lee	Wanner	122 N Lewis Rd	Royersford, PA 19468	33A-21-D49
502	1	X	1498311-1073664	GP-444-9	4	Beechwood Road	Paul J	Perigilla	426 Barker Rd	Springfield PA 19064	33A-21-D65
503	1	X	1498312-1073665	GP-444-10	4	Red Oak Road	Ronald	Gansfuss	16 Hendrick Rd	Flemington, NJ 08822	33A-21-E55
504	1	X	1498313-1073666	GP-444-11	3	Red Oak Road	Lydia A	Heise	205 Saratoga Ct	Warrinster PA 18974	33A-21-D64
505	1	X	1498314-1073667	GP-444-12	1	Red Oak Road	Elizabeth A	Griffiths	110 Edgeley Ave	Glenside PA 19038	33A-21-D63
506	1	X	1498315-1073668	GP-444-13	2	Red Oak Road	Steven R	MacIskey	PO Box 201	Lake Harmony PA 18624	33A-21-E56
507	1	X	1498358-1073706	GP-445-1	2	Hickory Road	Richard	Forte	PO Box 836	Avondale PA 19311	33A-21-D15W
508	1	X	1498317-1073670	GP-445-2	4	Hickory Road	Wade A	Brosius	29 Victory Way	Limerick PA 19468	33A-21-D25W
509	1	X	1498318-1073671	GP-445-3	7	Hickory Road	Norman V	Perez	820 Colorado Dr	Newark DE 19713	33A-21-E57
510	1	X	1498319-1073672	GP-446-1	21	Beechwood Road	Francine	Weiner	1903 Second St	Lanphome PA 19047	33A-21-D72
511	1	X	1498320-1073673	GP-446-2	19	Beechwood Road	Genaro G	Toro	40 Bauer Terrace	Elizabeth NJ 07205	33A-21-D71
512	1	X	1498322-1073674	GP-446-3	17	Beechwood Road	Steven	Fleisher	1794 Morgan Ln	Collegeville PA 19426	33A-21-D70
513	1	X	1498323-1073675	GP-446-4	13	Beechwood Road	Nancy	Adamo/Santos	PO Box 124	Lake Harmony PA 18624	33A-21-D69
514	1	X	1498324-1073676	GP-446-5	14	Beechwood Road	Francis	Neivins, Jr.	PO Box 541	Lake Harmony PA 18624	33A-21-E51
515	1	X	1498325-1073677	GP-446-6	12	Beechwood Road	Richard F	Monallo	PO Box 281	Lake Harmony PA 18624-0281	33A-21-E52
516	1	X	1498326-1073678	GP-446-7	11	Beechwood Road	Stephen	Rucci	246 Green Hollow Rd	Glen Moore PA 19343	33A-21-D68
517	1	X	1498327-1073679	GP-446-8	10	Beechwood Road	Renee	Merz	PO Box 414	Lake Harmony PA 18624	33A-21-E53
518	1	X	1498329-1073680	GP-446-9	8	Beechwood Road	George L II	Decaux	28 Berkeley Ave	Westwood NJ 07625	33A-21-E54
519	1	X	1498330-1073681	GP-446-10	8	Red Oak Road	Daniel E	Diefenderfer	111 W 35th St	Reading, PA 19606	33A-21-D67
520	1	X	1498331-1073682	GP-447-1	18	Beechwood Road	Donald R	Houck, Jr.	301 Hillcrest Ave	Conshohocken, PA 19428	33A-21-E49
521	1	X	1498332-1073683	GP-447-2	16	Big Boulder Road	Robert	Ivy	4113 Manor View Ct	Jarrettsville, MD 21084	33A-21-E48

Ease men d	File d	Aqua #	Grinder Pump ID No.	#	Street Name	First Name	Last Name	Mailing Address	City, State, & Zip	Tax Parcel
522	X	1498333-1073684	GP-447-3	18	Big Boulder Road	Leslie J	Burrage	463 Pebble Hill Rd	Doylstown, PA 18907	33A-21-E47
523	X	1498334-1073685	GP-447-4	25	Hickory Road	Deborah A	Shoenberger	3625 Oakwood Trail	Allentown, PA 18103	33A-21-E46
524	X	1498335-1073686	GP-447-5	23	Hickory Road	Willis	Collett	63 Fox Hill Rd	Doylstown, PA 18901-2012	33A-21-E65
525	X	1498336-1073687	GP-447-6	21	Big Boulder Road	Ralph W	Lamarra	13 Peter Gamble Ln	Glen Mills, PA 19342	33A-21-D7SW
526	X	1498337-1073688	GP-447-7	21	Hickory Road	Jean J	Onofretti	3195 Windsor Ave	Toms River NJ 08753	33A-21-E64
527	GP/NA	1498339-1073689	GP-447-8	19	Hickory Road	Bradley R	Nowotarski Jr	116 Robby Dr	Leesport, PA 19533	33A-21-E63
528	X	1498342-1073690	GP-447-9	18	Hickory Road	Mary	Fawkes	1017 Maryland Ave	Croydon, PA 19021	33A-21-D6SW
529	X	1498343-1073691	GP-447-10	15	Hickory Road	Joseph A	Alferi	28A Cedar Ave	Medford, NY 11763	33A-21-E61
530	X	1498344-1073692	GP-447-11	12	Hickory Road	David T	Derr	2034 Spring Valley Rd	Lansdale, PA 19446	33A-21-D5SW
531	X	1498345-1073693	GP-448-1	10	Hickory Road	David M	Milberg	211 Shoreline Dr	Berwyn, PA 19312	33A-21-D4SW
532	X	1498346-1073694	GP-448-2	11	Hickory Road	Ralph S	Thomas	PO Box 583	Lake Harmony, PA 18624	33A-21-E59
533	X	1498347-1073695	GP-448-3	8	Hickory Road	Tino	Lispi	PO Box 35	Lake Harmony, PA 18624	33A-21-D3SW
534	X	1498348-1073696	GP-448-4	9	Hickory Road	William M	Clark	113 Andrew Ln	Lansdale, PA 19446	33A-21-E58
535		535 residential	GP-448-4							

**VERIFICATION**

I, Frank P. Lacey, hereby state that: (1) I am the founding principal of Electric Advisors Consulting, LLC; (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

April 3, 2024

Dated

**Frank  
Lacey**

Digitally signed by  
Frank Lacey  
Date: 2024.03.29  
10:48:31 -04'00'

Frank P. Lacey  
Principal  
Electric Advisors Consulting, LLC

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCH USA, LLC	:	
	:	Docket Nos. C-2022-3036893
v.	:	C-2022-3037118
	:	
Aqua Pennsylvania Wastewater, Inc.	:	

**SURREBUTTAL TESTIMONY**

**OF**

**RONALD CARRIER**

**On Behalf of**

**SCH USA, LLC**

**Topics Addressed:**

**Accuracy of Aqua's Calculations of EDUs for SCH USA Bills**

**August 23, 2024**

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**I. INTRODUCTION.....1**

**II. RESPONSE TO AQUA WITNESSES MANNING AND CLARK.....2**

**III. CONCLUSION .....2**

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Ronald Carrier. My business address is 2316 Anchor Court, Holt, MI 48842.

4 **Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?**

5 A. Yes, I provided Direct Testimony on April 3, 2024 on behalf of SCH USA, LLC (SCH  
6 USA St. No. 2).

7 **Q. WHAT TOPICS DID YOU ADDRESS IN YOUR DIRECT TESTIMONY?**

8 A. My Direct Testimony explained how Equivalent Dwelling Units (“EDUs”) are used by  
9 Aqua Pennsylvania Wastewater, Inc. (“Aqua”) to bill for wastewater services and that  
10 there are more accurate means to measure wastewater flow for billing purposes. I also  
11 demonstrated that Aqua’s current assessment of EDUs for SCH USA’s accounts are not  
12 acceptable and should be re-evaluated.

13 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

14 A. The purpose of my Surrebuttal Testimony is to respond to certain points made in the  
15 Direct and Rebuttal Testimonies of Aqua witnesses Christopher E. Manning (Aqua St.  
16 Nos. 1 and 1-R) and Steve Clark (Aqua St. Nos. 2 and 2-R).

17 **Q. IN GENERAL, HAS ANYTHING IN AQUA’S DIRECT OR REBUTTAL  
18 TESTIMONIES CHANGED YOUR POSITION AS STATED IN YOUR DIRECT  
19 TESTIMONY?**

20 A. No.

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1 **II. RESPONSE TO AQUA WITNESSES MANNING AND CLARK**

2 **Q. DO AQUA WITNESSES MANNING AND CLARK BELIEVE THAT SCH USA IS**  
3 **BEING CHARGED CONSISTENT WITH AQUA’S CURRENT WASTEWATER**  
4 **TARIFF?**

5 A. Yes, Mr. Manning and Mr. Clark each testified that SCH USA is being charged a rate  
6 that is consistent with Aqua’s tariff.<sup>1</sup>

7 **Q. DO YOU AGREE?**

8 A. No. While I do not dispute that Aqua has been charging SCH USA \$131.00 per EDU  
9 consistent with Aqua’s current wastewater tariff, I do not agree that the number of EDUs  
10 charged to SCH USA complies with Aqua’s tariff. As I explained in my Direct  
11 Testimony, the EDUs that Aqua charges to SCH USA are based on a Settlement  
12 Agreement between the Resort’s original developer and Kidder Township. However,  
13 when Aqua’s own tariff language is applied to SCH USA, SCH USA’s current EDU  
14 calculation overstates the EDUs by up to a factor of two. My analysis is provided in SCH  
15 USA St. No. 2 at pages 9-11.

16 **Q. DID EITHER OF AQUA’S WITNESSES DISPUTE YOUR ANALYSIS**  
17 **DEMONSTRATING THAT THE CURRENT EDUS APPLIED TO SCH USA**  
18 **DIFFER SIGNIFICANTLY FROM THE EDUS THAT WOULD APPLY UNDER**  
19 **AQUA’S OWN TARIFF LANGUAGE?**

20 A. No, neither of Aqua’s witnesses provided any response disputing my analysis.

21 **III. CONCLUSION**

22 **Q. DOES THIS COMPLETE YOUR SURREBUTTAL TESTIMONY?**

23 A. Yes.

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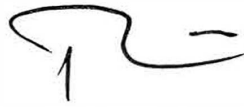
<sup>1</sup> See Aqua St. No. 1 at 4-5; Aqua St. No. 1-R at 3-4 and 6; Aqua St. No. 2-R at 1-3.

**VERIFICATION**

I, Ronald Carrier, hereby state that: (1) I am the founding principal of Big Lake Consulting Group, LLC; (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

August 23, 2024

Dated



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Ronald Carrier  
Principal  
Big Lake Consulting Group, LLC

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCH USA, LLC	:	
	:	Docket Nos. C-2022-3036893
v.	:	C-2022-3037118
	:	
Aqua Pennsylvania Wastewater, Inc.	:	

**SURREBUTTAL TESTIMONY**

**OF**

**FRANK LACEY**

**On Behalf of**

**SCH USA, LLC**

**Topics Addressed:**

**Application of Aqua's Tariff to SCH USA, LLC**

**August 23, 2024**

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**I. INTRODUCTION.....1**

**II. RESPONSE TO AQUA WITNESSES MANNING AND CLARK.....1**

**III. CONCLUSION .....8**

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Frank Lacey. My business address is 3 Traylor Drive, West Chester, PA  
4 19382.

5 **Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?**

6 A. Yes, I provided Direct Testimony on April 3, 2024 on behalf of SCH USA, LLC (SCH  
7 USA St. No. 3).

8 **Q. WHAT TOPICS DID YOU ADDRESS IN YOUR DIRECT TESTIMONY?**

9 A. In my Direct Testimony I showed the several ways in which Aqua's tariff is being  
10 implemented against SCH USA in an unjust and unreasonable manner.

11 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

12 A. The purpose of my Surrebuttal Testimony is to respond to certain points made in the  
13 Direct and Rebuttal Testimonies of Aqua witnesses Christopher E. Manning (Aqua St.  
14 Nos. 1 and 1-R) and Steve Clark (Aqua St. Nos. 2 and 2-R).

15 **Q. IN GENERAL, HAS ANYTHING IN AQUA'S DIRECT OR REBUTTAL**  
16 **TESTIMONIES CHANGED YOUR POSITION AS STATED IN YOUR DIRECT**  
17 **TESTIMONY?**

18 A. No.

19 **II. RESPONSE TO AQUA WITNESSES MANNING AND CLARK**

20 **Q. WHAT IS YOUR GENERAL RESPONSE TO MR. MANNING'S DIRECT**  
21 **TESTIMONY IN THIS PROCEEDING (AQUA ST. NO. 1)?**

22 A. I believe Mr. Manning's direct testimony is misinformed in at least two ways. First, he  
23 points to a Secretarial Letter<sup>1</sup> from the PUC approving rates proposed in Tariff  
24 Supplement No. 83 to support the validity of charging SCH in the manner in which it

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<sup>1</sup> Attached to Mr. Manning's Direct Testimony as Exhibit CM-3.

1 charges them today.<sup>2</sup> The Secretarial Letter is a mostly a procedural letter completing  
2 one of the many tasks associated with Little Washington Wastewater Company's  
3 ("LWWC") acquisition of the Township of Kidder's wastewater facility. The Secretarial  
4 Letter was issued on October 24, 2012 and it states that "Supplement No. 83 to Tariff  
5 Sewer-Pa. P.U.C. No. 1 is effective by operation of law according to the effective dates  
6 contained on each page of the supplement." Importantly, it continues to say, "However,  
7 this does not constitute a determination that the revisions are just, lawful and reasonable,  
8 but only that suspension of further investigation does not appear warranted at this time,  
9 and is without prejudice to any formal complaints timely filed against said tariff  
10 revisions."<sup>3</sup> This Secretarial Letter was issued to approve a Tariff Supplement that was  
11 filed with the Commission just 13 days prior, on October 11, 2012<sup>4</sup>. Clearly, the  
12 Commission did not rule on a contested tariff case in under two weeks. Additionally, the  
13 Secretarial Letter notes that the approval is by "operation of law" and is "without  
14 prejudice" to any complaints. This Secretarial Letter, by its own words, should not in any  
15 manner diminish a complaint about the way the tariff is implemented today against SCH  
16 USA.

17 Additionally, Mr. Manning reiterates that the number of EDUs were presented in  
18 the Compliance tariff filing, Supplement No. 83. This is also irrelevant as the  
19 Commission does not typically assess charges to particular customers in a rate  
20 proceeding. They would typically look at total costs, allocation methodologies, impacts

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<sup>2</sup> Manning Direct Testimony, Aqua St. No. 1 at 4-5.

<sup>3</sup> PA PUC Secretarial Letter to Thomas T. Niesen re: Little Washington Wastewater Company Supplement No. 83 to Tariff Sewer-Pa. P.U.C. No. 1, Docket No. R-2012-2298067, October 24, 2012.

<sup>4</sup> See Manning Exhibit CM-2, Compliance Filing of Little Washington Wastewater Company submitting Supplement No. 83 to its Tariff Sewer Pa. P.U.C. No. 1, October 11, 2012.

1 on classes of customers and look holistically at the tariff. In 13 days, even the processes  
2 described would be difficult to accomplish. Again, reliance on these documents for  
3 support that the EDU allocation to SCH USA is misplaced.

4 **Q. HAVE THERE BEEN ANY MATERIAL DEVELOPMENTS WITH RESPECT**  
5 **TO THE FACTS UNDERLYING THE SETTLEMENT AGREEMENT CITED IN**  
6 **YOUR DIRECT TESTIMONY REGARDING BILLING TO SCH?**

7 A. Yes. The Settlement Agreement, which I believe should have no bearing on anything  
8 because the terms are no longer applicable (which I described in my Direct Testimony,  
9 SCH USA St. No. 3), provides for an EDU count based in part on the future development  
10 of 198 units (384 rooms) at the Resort. The expansion of 192 units (384 rooms) which  
11 was envisioned when the Settlement Agreement was negotiated and was included in the  
12 derivation of EDUs included in the settlement, was never actually built. For this reason  
13 alone, SCH USA is being overcharged for wastewater treatment by Aqua.

14 **Q. DO YOU HAVE ANY RESPONSE TO MR. MANNING'S REBUTTAL**  
15 **TESTIMONY (AQUA ST. NO. 1-R)?**

16 A. Yes. Mr. Manning states that the "crux of the issue raised by the Complainant is their  
17 disagreement with the rates they are charged for their unmetered wastewater service..."<sup>5</sup>  
18 This is not accurate. The complaint has nothing to do with the rate per EDU. The  
19 Complaint is based on how Aqua is applying EDUs to the SCH USA property.

20 First, the Settlement Agreement should never have been relied upon to estimate  
21 usage. Now, with the benefit of hindsight, we know that the assumptions in the  
22 Settlement were wildly inaccurate. A full 198 units (384 rooms) assumed to be built in  
23 the settlement were never developed. Yet Aqua is still charging the resort as if those  
24 rooms were developed. This dispute is about Aqua over-charging SCH USA and not

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<sup>5</sup> Manning Rebuttal, Aqua St. No. 1-R at 1.

1 about the rates that Aqua charges. This complaint is also about Aqua's intransigence  
2 toward moving to metered services, even if the meters are installed at the owner's  
3 expense.

4 **Q. IS SCH USA CHALLENGING AQUA'S RATE DESIGN METHODOLOGY?**

5 A. Despite Mr. Manning's contention that the "Complainant is challenging the rate design  
6 methodology," that is not SCH USA's contention. As noted above, Aqua is applying that  
7 methodology in a discriminatory manner to SCH USA. Aqua has stated numerous times  
8 its reliance on the Settlement Agreement to assess EDUs to the SCH USA property. We  
9 know that the Settlement Agreement includes assumptions that have never come to  
10 fruition. Aqua is assessing EDUs to SCH USA in a discriminatory manner.

11 **Q. IS A COMPLAINT PROCEEDING THE APPROPRIATE FORUM TO ADDRESS**  
12 **THIS CONCERN?**

13 A. I am not a lawyer, so my opinion on this question is based on almost 30 years of  
14 experience in regulatory proceedings and is not a legal opinion. In my experience, a rate  
15 proceeding is where policy issues are argued and resolved. These include capital in rate  
16 base, expenses, allowed rates of return, class allocations and ultimate rate design. I view  
17 a complaint proceeding to be the forum where an individual customer would challenge  
18 how those policy decisions are implemented against them. For example, the charge per  
19 EDU would be an appropriate issue to be decided in a rate proceeding. The number of  
20 EDUs allocated to a single customer would be an appropriate issue for a complaint.

1 **Q. DO YOU UNDERSTAND THAT AQUA’S AUTHORIZED REVENUES WERE**  
2 **APPROVED IN AN ORDER ISSUED IN 2021?**

3 A. I understand, as Mr. Manning states, that the “authorized revenues for Rate Zone 4  
4 customers were determined by the Commission in the 2021 Base Rate Order.”<sup>6</sup>  
5 However, the fact that the Commission provides guidance or approval for “authorized  
6 revenues” does not itself, guarantee that Aqua can recover those revenues. For example,  
7 one or more customers could move, shut down operations or suffer a casualty loss (fire,  
8 natural disaster, etc.) that required a shutting down of the business. Aqua would have no  
9 right to collect wastewater bills from a vacant home or a shuttered business, even if the  
10 “authorized revenue” assumptions included these entities. Authorization does not imply  
11 a “guarantee.” In this proceeding, Aqua is over-charging one of its customers. It has no  
12 right to do that just so it can recover its “authorized revenues.” Similarly, “authorized  
13 revenues” should not in any way support over-charging a customer. Mr. Manning’s  
14 argument that the complaint proceeding “is not the appropriate forum to change how Rate  
15 Zone 4 non-metered customers are billed since it directly impacts the revenue  
16 requirement established in the 2021 Base Rate Order” is without merit. If this was true,  
17 in the reverse scenario, if a new customer moved in and sought wastewater service, the  
18 excess revenues would need to be allocated back to the original customers. This is not  
19 the way regulated ratemaking works. Rate orders determine rates. The utility provides  
20 services under those rates until the next rate proceeding. Rate rulings are not provided  
21 with perfect knowledge about the future. Move-ins, move-outs, bankruptcies, fires,  
22 vacancies, and other disruptions of the customer base do not impact how rates are  
23 assessed. Similarly, rate rulings do not guarantee perfect management of a regulated

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<sup>6</sup> Manning Rebuttal, Aqua St. No. 1-R at 2.

1 utility business. If this Commission finds that Aqua is over-charging SCH USA, Aqua  
2 will have to live with that mistake.

3 **Q. HAVE THERE BEEN ANY SIGNIFICANT CHANGES AT THE PROPERTY**  
4 **THAT SHOULD AFFECT HOW AQUA CHARGES SCH USA?**

5 A. Yes. Mr. Manning states that “There has been no significant change in the nature of the  
6 original wastewater usage at the location and therefore no change to the assigned EDUs  
7 would be warranted.”<sup>7</sup> First of all, because neither water nor wastewater usage is  
8 measured, it is impossible for anyone, including Mr. Manning to assert that there has  
9 been no change “in the nature of the original wastewater usage” at the Resort. While we  
10 can not test Mr. Manning’s theory, it simply doesn’t matter. There has been a material  
11 change in the facts underlying the charges assessed to SCH USA. As noted above, the  
12 Settlement Agreement included an assumed growth at the property of 198 units (384  
13 rooms). We know with 100% certainty that those units were never developed.  
14 Therefore, we know that Aqua is overcharging SCH USA, notably, because Aqua is  
15 insistent on relying on the Settlement Agreement as the basis for its charges to the  
16 property. It is interesting that Mr. Manning insists that a “change in the Complainant’s  
17 allocated EDUs outside a base rate case violates the rate design authorized in the 2021  
18 Base Rate Order.”<sup>8</sup> I have reviewed the documents filed in that proceeding by Aqua and  
19 I did not see any reference to an allocation of EDUs to SCH USA, the Split Rock Resort  
20 or any of its billed entities. I did not see any reference to EDUs allocated to SCH USA in  
21 the 2021 Base Rate Order.

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<sup>7</sup> Manning Rebuttal, Aqua St. No. 1-R at 3.

<sup>8</sup> Manning Rebuttal, Aqua St. No. 1-R at 3.

1 **Q. DOES MR. MANNING MISCHARACTERIZE YOUR TESTIMONY IN ANY**  
2 **WAY?**

3 A. Yes. He characterized my testimony that “the Commission has authorized Aqua to bill  
4 on metered usage, including Rate Zone 4 Tariff but it has refused” as “not accurate.” He  
5 states that “The Complainant’s water source is its well which is not metered.” I agree  
6 that the water source is not metered. However, to be very clear, the Rate Zone 4 tariff  
7 page is headed with the words “Rate Zone 4 – Metered and Unmetered” and includes  
8 approved rates for metered consumption.<sup>9</sup> Aqua chooses not to meter, or to bill based on  
9 metered consumption at private wells, and has resisted SCH USA’s efforts to install such  
10 meters.

11 **Q. DO YOU HAVE ANY RESPONSE TO MR. CLARK’S TESTIMONY?**

12 A. Yes. I have a few comments. First, Mr. Clark makes circular arguments about metered  
13 billing. He states it is possible to bill wastewater customers based on metered water  
14 usage but it is only possible where the customer has a water meter and SCH does not  
15 have a water meter.<sup>10</sup> SCH USA has requested a water meter be installed and has offered  
16 to pay for its installation,<sup>11</sup> yet Aqua has still refused to cooperate with that and change  
17 the billing approach for SCH USA. This is not a customer constraint. It is a constraint  
18 put in place by Aqua.

19 Mr. Clark also stated that the “wastewater treatment plant was designed to treat  
20 100% of every customers’ [sic] flow. [Aqua] cannot simply flip a switch and drop  
21 treatment capacity and then flip it back to full treatment capacity.”<sup>12</sup> None of SCH

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<sup>9</sup> Aqua Tariff, Original Page 10.4.1, issued May 23, 2022.

<sup>10</sup> Clark Rebuttal, Aqua St. No. 2-R at 1.

<sup>11</sup> See SCH USA St. No. 1 at 5-6.

<sup>12</sup> Clark Rebuttal, Aqua St. No. 2-R at 2.

1 USA's requests or concerns has anything to do with the treatment capacity of the facility.  
2 SCH USA would expect nothing short of the ability of a regulated utility serve its  
3 customers' needs, fully.

4 Finally, in response to my direct testimony, Mr. Clark reiterates that Aqua can and  
5 does issue wastewater bills based on metered water usage, but only to customers who  
6 have metered water service. He then states that SCH USA's wells are not metered, so  
7 they don't qualify for bills based on metered water usage.<sup>13</sup> The repeated use by the  
8 Aqua witnesses of the circular arguments that a customer cannot be billed on metered  
9 water usage if the water is not metered begs the question of why Aqua has not cooperated  
10 with SCH USA's requests to bill based on metered water consumption. The Commission  
11 should note these circular arguments and allow SCH USA to install at its own expense  
12 (or have Aqua install at its own expense) a meter on the water production at the resort.  
13 Aqua should provide monthly invoices based on the metered consumption data.

14 **III. CONCLUSION**

15 **Q. DOES THIS COMPLETE YOUR SURREBUTTAL TESTIMONY?**

16 A. Yes.

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<sup>13</sup> Clark Rebuttal, Aqua St. No. 2-R at 4.

**VERIFICATION**

I, Frank P. Lacey, hereby state that: (1) I am the founding principal of Electric Advisors Consulting, LLC; (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

August 23, 2024

Dated

**Frank Lacey**

Digitally signed by  
Frank Lacey  
Date: 2024.08.22  
13:03:11 -04'00'

Frank P. Lacey  
Principal  
Electric Advisors Consulting, LLC

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCH USA, LLC	:	
	:	
v.	:	Docket Nos. C-2022-3036893
	:	C-2022-3037118
AQUA PENNSYLVANIA WASTEWATER, INC.	:	

**INDEX OF ADMITTED TESTIMONY AND EXHIBITS OF AQUA  
PENNSYLVANIA WASTEWATER, INC.**

**Christopher E. Manning**

Statement No. 1 and Exhibits CM-1, CM-2, CM-3 and CM-4.  
Statement No. 1R and Exhibits CM-5 and CM-6.

**Steve Clark**

Statement No. 2.  
Statement No. 2R and Exhibits SC-1, SC-2 and SC-3.

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCH USA, LLC :  
v. : Docket Nos. C-2022-3036893  
AQUA PENNSYLVANIA WASTEWATER, INC. : C-2022-3037118

**DIRECT TESTIMONY OF CHRISTOPER E. MANNING**

**On Behalf of Aqua Pennsylvania Wastewater, Inc.**

**ISSUES ADDRESSED**

**Acquisition of the Wastewater System of the Township of Kidder  
Compliance Tariff  
Current Rate Zone 4 Tariff**

**Aqua Pennsylvania Wastewater, Inc. St. No. 1**

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3. COMPLIANCE TARIFF..... 3-4

4. CURRENT TARIFF.....4-5

5. CONCLUSION.....5

**Table of Witness Exhibits**

- CM-1 2012 PUC Order approving Acquisition
- CM-2 2012 Compliance Tariff
- CM-3 Secretarial Letter approving Compliance Tariff
- CM-4 Current Rate Schedule for Zone 4

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Christopher E. Manning. My business address is 762 West Lancaster  
4 Avenue, Bryn Mawr, Pennsylvania 19010.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am employed by Aqua Pennsylvania, Inc. (“Aqua” or the Company”) as Finance  
7 and Rates Analyst.

8 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

9 A. Aqua Pennsylvania Wastewater Inc. (“Aqua PA”).

10 **Q. PLEASE GENERALLY DESCRIBE YOUR DUTIES AND**  
11 **RESPONSIBILITIES IN YOUR CURRENT POSITION.**

12 A. My duties primarily include the preparation of various financial regulatory filings  
13 submitted with the Pennsylvania Public Utility Commission. Those filings include, but  
14 are not limited to, the following: Quarterly Earnings Reports, Distribution System  
15 Improvement Charge (“DSIC”) Surcharge filings, water and wastewater tariff compliance  
16 filings, and other regulatory compliance filings upon request of the PUC. My duties also  
17 include the preparation of base rate cases and supporting those applications as a primary  
18 accounting witness. I report directly to the Manager of Rates of Aqua, who I assist in the  
19 oversight and direction of regulatory accounting matters for Aqua.

20 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

21 A. I graduated from Saint Joseph’s University in 2018 with a Bachelor of Science  
22 degree in Business Administration, with a major in Accounting. I have also completed

1 the Utility Rate School course sponsored by the National Association of Regulatory  
2 Utility Commissioners.

3 **Q. PLEASE PROVIDE YOUR PROFESSIONAL BACKGROUND PRIOR TO**  
4 **BECOMING A FINANCE AND RATES ANALYST.**

5 A. Upon graduation from Saint Joseph's University, I was hired as an associate at  
6 KPMG, LLP where I performed financial statement audits. In October of 2019, I joined  
7 Aqua where I fill my current role as a Finance and Rate Analyst. In addition to my  
8 current responsibilities, I build and maintain financial reports, variance analysis, ad hoc  
9 reports, and other complex financial models while streamlining these processes and  
10 automating reports.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. The purpose of my testimony is to: (1) provide overview of the acquisition by  
13 Aqua PA of the Township of Kidder's wastewater system assets; (2) provide basis for the  
14 number of EDU's billed to the respective three disputed accounts in the name of SCH;  
15 and (3) address the accuracy of the billings to the 3 disputed accounts.

16 **Q. WHAT EXHIBITS ARE YOU SPONSORING?**

17 A. I am sponsoring the following Exhibits:

- 18 • CM-1, Commission Order entered July 19, 2012, at Docket No. A-2012-  
19 2298067, approving the Application of Aqua PA to acquire the wastewater  
20 system and the right to begin to offer wastewater service to the public in an  
21 additional portion of Kidder Township, Carbon County (*Acquisition Order*);  
22 • CM-2, Compliance Filing dated October 11, 2012 at Docket No. A-2012-  
23 2298067, in response to Ordering Paragraph No. 4 of the *Acquisition Order*;

1 • CM-3, Secretarial Letter, dated October 24, 2012, approving the Compliance  
2 filing and authorizing the EDU's for SCH's billing.

3 • CM-4, the current authorized Rate Schedule for Zone 4

4 **2. ACQUISITION OF TOWNSHIP OF KIDDER WASTEWATER SYSTEM**

5 **Q. WHEN DID THE COMMISSION APPROVE AQUA PA'S REQUEST TO**  
6 **ACQUIRE THE WASTEWATER SYSTEM OF THE TOWNSHIP OF KIDDER?**

7 A. As reflected in CM-1, by *Order*, entered July 19, 2012, at Docket No. A-2012-  
8 2298067, the Commission approved the application of Aqua PA's predecessor, Little  
9 Washington Wastewater Company, d/b/a Suburban Wastewater Company (LWWC).

10 **Q. WHAT DID THE COMMISSION APPROVE/AUTHORIZE?**

11 A. The Commission (1) approved the acquisition of the wastewater assets of the  
12 Township of Kidder Township, Carbon County by LWWC and (2) granted the right of  
13 LWWC to begin to offer, render, furnish and supply wastewater service to the public in  
14 an additional portion of Kidder Township, Carbon County.

15 **3. COMPLIANCE TARIFF**

16 **Q. WAS LWWC REQUIRED TO SUBMIT ANY TARIFF SUPPLEMENT?**

17 A. Yes. CM-2 represents the Compliance filing, dated October 11, 2012.

18 **Q. WHAT WAS THE STATED NUMBER OF EDUs FOR THE SCH**  
19 **ACCOUNTS?**

20 A. At the time of the acquisition, the number of EDUs that were transferred to Aqua  
21 PA from the Township of Kidder were taken from the Settlement Agreement entered into  
22 between the Township of Kidder and Vacation Charters Ltd., Split Rock Country Club,  
23 Inc., and Summit Management & Utilities, Inc. As reflected in the Compliance Tariff,

1 Willowbrook at Lake Harmony would be billed 128 EDUs; the Galleria and the Water  
2 Park would be billed 145 EDUs; remaining uses (Lodge) would be billed 53 EDUs. SCH  
3 did not acquire all the assets previously owned by Vacation Charters Ltd., Split Rock  
4 Country Club, Inc., and Summit Management & Utilities, Inc. set forth in the settlement  
5 agreement. SCH only acquired the assets related to 330 EDUs. The remaining 110 EDUs  
6 that were transferred to Aqua PA are billed to another customer.

7 **Q. DID THE COMMISSION APPROVE THE COMPLIANCE TARIFF**  
8 **FILED BY AQUA PA?**

9 A. Yes. CM-3 is the Secretarial Letter, dated October 24, 2012, authorizing the  
10 submitted Rate Schedule.

11 **Q. WERE THE EDUs BILLED TO THE SCH ACCOUNTS EVER**  
12 **REVEIWD BY THE COMMISSION AFTER THE ACQUISTION OF THE**  
13 **KIDDER TOWNSHIP ASSETS?**

14 A. Yes. Once Aqua PA acquired the Kidder Township assets, the assigned EDUs  
15 from the Township's billing system, were transferred to Aqua PA for billing purposes.  
16 The assets of the acquired system were placed into Aqua PA's rate base in the  
17 Company's 2018 rate case. The number of EDUs billed to SCH were reviewed and  
18 included in the revenue requirements as set forth in the respective Commission order in  
19 Aqua PA's 2018 wastewater rate case<sup>1</sup> and Aqua PA's 2021 wastewater rate case.<sup>2</sup>

20 **4. CURRENT TARIFF**

21 **Q. HAS AQUA PA BILLED THE DISPUTED THREE ACCOUNTS**  
22 **CONSISTENT WITH ITS COMMISSION-APPROVED TARIFF?**

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<sup>1</sup> Docket No. R-2018-3003561

<sup>2</sup> Docket No. R-2021-3027386

1 A. Yes. CM-4 is the current Tariff for Rate Zone 4. For non-residential service, the  
2 rate is \$131.00 per EDU. SCH Exhibit CP-1 reflects that each of the disputed accounts  
3 are properly billed at \$131.00 per EDU consistent with Aqua PA's current Commission-  
4 approved Tariff.

5 **5. CONCLUSION**

6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 A. Yes.

8

9

10

**VERIFICATION**

I, Christopher Manning, am authorized to make this Verification on behalf of Aqua Pennsylvania Wastewater, Inc., and hereby state that the facts set forth in my written testimony are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: May 15, 2024

  
Christopher E. Manning

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held July 19, 2012

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
Wayne E. Gardner  
James H. Cawley  
Pamela A. Witmer

Application of Little Washington Wastewater Company d/b/a Suburban Wastewater Company (LWWC) for approval of: 1) the acquisition by LWWC of the wastewater system assets of the Township of Kidder (TOK) situated in a portion of Kidder Township, Carbon County, and 2) the right of LWWC to begin to offer, render, furnish and supply wastewater service to the public in an additional portion of Kidder Township, Carbon County.

Docket Number:  
A-2012-2298067

**ORDER**

**BY THE COMMISSION:**

By the application filed on April 5, 2012, Little Washington Wastewater Company d/b/a Suburban Wastewater Company (LWWC), 762 W. Lancaster Avenue, Bryn Mawr, PA 19010, seeks a certificate of public convenience pursuant to Section 1102(a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i) and (3), evidencing commission approval of: 1) the acquisition by LWWC of the wastewater system assets of the Township of Kidder (TOK); and 2) the right of LWWC

to begin to offer, render, furnish and supply wastewater service to the public in an additional portion of Kidder Township, Carbon County, Pennsylvania.

Proofs of service and publication were submitted by LWWC. In addition, notice of this application was published in *The Pennsylvania Bulletin*, 42 Pa. B 2257, Saturday, April 21, 2012. The protest period ended May 6, 2012. No protests were filed and no hearings were held.

LWWC is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. LWWC is currently engaged in the wastewater business and furnishes wastewater service to greater than 13,000 customer accounts, as reflected in documents already on file with the Commission. LWWC's existing service territory covers various counties throughout Pennsylvania, including Carbon County.

The service territory that is the subject of this application is comprised of approximately 1,645 acres in and around Lake Harmony and is further described in a map attached to the application as Exhibit A, and in a written description attached to the application as Exhibit B.

The facilities to be acquired by LWWC include all wastewater collection mains, lines, holding tanks, pump stations, effluent discharge lines, and laterals (from mains to the curb line or edge of road), all of which are depicted in the Assets Purchase Agreement (Agreement) attached to the application as Exhibit C. A total of 784 grinder pumps are also included.

TOK is a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania that owns and currently furnishes

wastewater service to approximately 1,505 Equivalent Dwelling Units (EDU) in a portion of Kidder Township, Carbon County, Pennsylvania.

TOK and LWWC have reached an agreement regarding the acquisition of the Assets of TOK as evidenced by the Agreement. The Assets to be acquired by LWWC are described in Schedule 1.1 of the Agreement.

The purchase price is \$11,357,051. TOK and LWWC are not affiliated with each other. The purchase price was based on arms-length negotiations.

LWWC will undertake an original cost study to establish the units of property, vintage, the accumulated depreciation and the book depreciated original cost of the TOK utility plant. The tentative journal entries to record the transfer in LWWC's accounts include:

Utility Plant	\$13,680,654
Accumulated Depreciation	\$(2,323,603)
Cash	\$(11,357,051)

The above amounts are subject to change following completion of the original cost study. LWWC will establish the depreciated original cost of TOK's wastewater plant based on the results of the study.

LWWC will use cash on hand or established lines of credit arrangements to pay the purchase price for the assets.

LWWC stated that the operation of TOK's utility plant will come from the LWWC White Haven Operations Center's current staffing and that no additional personnel will be hired to operate the facility.

TOK currently charges customers \$62.50 per EDU per month for wastewater service. After closing, LWWC will adopt the monthly charge of \$62.50 per EDU for wastewater service. Upon Commission approval of this application and completion of the proposed transaction, LWWC will begin to provide wastewater service in its name to the customers in the requested territory. LWWC plans to implement its Rules and Regulations to govern the provision of wastewater service in the requested territory.

LWWC states that no corporation or entity, except TOK, is now furnishing or has corporate or franchise rights to furnish wastewater service in the requested territory, and no competitive condition will be created by approval of this application. The proposed transaction will not have an adverse effect on the service provided to existing customers of LWWC.

LWWC states that approval of this application is necessary and proper since LWWC has the technical, regulatory, financial and legal fitness to operate the assets of TOK and to maintain the operations and make improvements to meet continuing and future customer needs. The public interest and need will be served by allowing LWWC, in lieu of TOK, to provide wastewater service in the requested territory and to address the issues of regulatory requirements, capital expenditures, and future supply and demand. Additionally, expansion of LWWC's territory, upon completion of the transaction, will further the benefits of regionalization and economies of scale.

LWWC is current with its annual, quarterly earnings and the Security Planning and Readiness report filing requirements and there are no outstanding fines or assessments due to the Commission.

The Pennsylvania Department of Environmental Protection (“DEP”) stated that the compliance histories of LWWC and Kidder Township have been reviewed and neither presents any concerns to the pending acquisition. DEP did note that an existing agreement is in place between Kidder Township and Summit Management and Utilities, Inc. (“Summit”) for Kidder Township to make available treated effluent to Summit for golf course irrigation. LWWC is aware of the agreement and stated that LWWC intends to work with Summit, pursuant to the terms of the Settlement Agreement, as it relates to the spray irrigation system owned and operated by Summit.

Based upon the facts that LWWC will expand its service territory to customers in compliance with our regulations, that the economies of scale of an expanded customer base has a beneficial effect on existing customers, and that LWWC will be meeting the needs of new customers without any detriment to its existing customers, the Commission finds that granting LWWC’s application for approval of the acquisition is necessary or proper for the service, accommodation, convenience, or safety of the public; **THEREFORE,**

**IT IS ORDERED:**

1. That the application of Little Washington Wastewater Company at Docket No. A-2012-2298067, is hereby approved.
2. That a Certificate of Public Convenience be issued pursuant to Section 1102 (a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. §1102 (a)(1)(i) and (3), evidencing Commission approval of the acquisition by the Little Washington

Wastewater Company of the wastewater system assets of the Township of Kidder situated in Kidder Township, Carbon County, as described in the application.

3. That upon notice of closing, a Certificate of Public Convenience be issued pursuant to Section 1102(a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. §1102(a)(1)(i) and (3), evidencing Commission approval for the Little Washington Wastewater Company to begin to offer, render, furnish and supply wastewater treatment service to the public in Kidder Township, Carbon County.

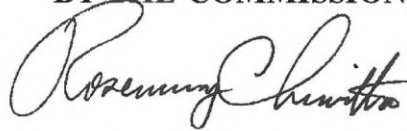
4. That following closing, the Little Washington Wastewater Company shall file a tariff supplement for the subject franchise territory and rates within 10 days after the date of closing.

5. That after closing, Little Washington Wastewater Company will file copies of its original cost study of the Township of Kidder wastewater assets with the Secretary's Bureau and the Bureau of Technical Utility Services, upon completion of said study.

6. That nothing herein shall be construed to exempt the Little Washington Wastewater Company from obtaining all necessary permits, licenses, and approvals from other local, state, and federal government agencies having jurisdiction.

7. That a copy of this Order be served upon the Little Washington Wastewater Company, the Township of Kidder, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, and the Department of Environmental Protection, Northeast Regional Office and Central Office-Bureau of Regulatory Counsel.

**BY THE COMMISSION,**

A handwritten signature in cursive script, reading "Rosemary Chiavetta".

Rosemary Chiavetta

Secretary

(SEAL)

ORDER ADOPTED: July 19, 2012

ORDER ENTERED: July 19, 2012



THOMAS T. NIESEN  
Direct Dial: 717.255.7641  
tniesen@thomaslonglaw.com

October 11, 2012

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

In re: Docket No. A-2012-2298067  
Application of Little Washington Wastewater Company

Dear Secretary Chiavetta:

We are counsel to Little Washington Wastewater Company (LWWC) in the above matter. In accordance with Ordering Paragraph No. 4 of the Order of the Public Utility Commission entered July 19, 2012, enclosed for filing is the Company's Supplement No. 83 to its Tariff Sewer Pa. P.U.C. No. 1.

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By

Thomas T. Niesen

cc: Keith E. Gabage (w/encl.)

121011-Chiavetta (Supp 83).wpd

LITTLE WASHINGTON WASTEWATER COMPANY  
d/b/a SUBURBAN WASTEWATER COMPANY  
RATES AND RULES  
GOVERNING THE COLLECTION  
OF  
WASTE WATER  
IN PORTIONS OF  
ADAMS, BUCKS, CARBON, CHESTER, DELAWARE, LACKAWANNA, LUZERNE, MONROE, MONTGOMERY, PIKE,  
SCHUYLKILL AND WYOMING COUNTY

ISSUED: October 11, 2012

EFFECTIVE: October 1, 2012

by  
NICHOLAS DeBENEDICTIS, Chairman  
762 West Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010

**NOTICE**

**THIS SUPPLEMENT ESTABLISHES WASTEWATER RATES FOR CUSTOMERS OF  
THE LAKE HARMONY DIVISION IN A PORTION OF KIDDER  
TOWNSHIP, CARBON COUNTY, PA.**

Little Washington Wastewater Company

SUPPLEMENT No. 83  
to  
SEWER-PA. P.U.C. NO. 1  
FORTY SIXTH REVISED PAGE NO. 1A  
CANCELING FORTY FIFTH REVISED PAGE NO. 1A

---

**LIST OF CHANGES MADE BY THIS TARIFF**

LWWC acquired the community wastewater system serving the Lake Harmony area ("Lake Harmony Division") effective at 12:01AM on Monday, October 1, 2012. This tariff creates rates for Lake Harmony Division customers. Also included in this tariff are additions to LWWC's Rules and Regulations governing the provision of service within the Lake Harmony Division.

ISSUED: October 11, 2012

-1A-

EFFECTIVE: October 1, 2012

INDEX

	<u>Page</u>
Rates And Rules	1 Supplement No.83
List Of Changes Made By This Tariff	1A Forty Sixth Revised
Index	2 Forty Third Revised
Description Of Territory Served	3 Sixteenth Revised
SCHEDULE OF RATES:	
Meter Service-Pinecrest Division	4 Sixth Revised
Meter Service-Willistown Woods Division	4A Sixth Revised
Meter Service-Links at Gettysburg Division	5 Ninth Revised
Meter Service-East Bradford Division	6 Eighth Revised
Meter Service-Twin Hills Division	7 Third Revised
Meter Service-Plumsock Division	8 Fifth Revised
Meter Service-Media Division	9 Fourth Revised
Unmetered Service-White Haven Division	10 Second Revised
Meter Service-Bridlewood Division	10A Fifth Revised
Unmetered Service – Eagle Rock Division	10B Second Revised
Unmetered Service – Thornhurst Division	10C Second Revised
Metered Service – Rivercrest	10D First Revised
Metered Service – Little Washington Division	10E Eighth Revised
Unmetered Service – Laurel Lakes Division	10F Second Revised
Metered Service – Deerfield Knoll Division	10G Fifth Revised
Unmetered Service – C S Sewer Division	10H Second Revised
Metered Service – Peddlers View Division	10I Fourth Revised
Metered Service – The Green at Penn Oaks Division	10J Second Revised
Metered Service – Newlin Green Division	10K Second Revised
Unmetered Service – Woodloch Springs Division	10L First Revised
Unmetered Service – Stony Creek Division	10M Original
Unmetered Service – New Daleville Division	10N Second Revised
Metered Service – Village at Valley Forge Division	10O Original
Unmetered Service – Beech Mountain Lakes Division	10P Original
Unmetered Service – Lake Harmony Division	10Q Original(C)
Definitions	11 Second Revised
Contract for Service	12 Second Revised
Service Lines	12 Second Revised
Use of Service	13 Second Revised
Bills and Notices	13 Second Revised
Customer Deposits	14 Second Revised
Discontinuance of Service	15 Second Revised
Main Extensions	17 Second Revised

(C) Indicates Change

LITTLE WASHINGTON/WILLISTOWN WOODS DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
E Brandywine (portion)	Chester
Willistown (portion)	Chester
Westtown (portion)	Chester

PEDDLERS VIEW DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Solebury (portion)	Bucks

EAST BRADFORD DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
East Bradford (portion)	Chester

TWIN HILLS DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
West Pikeland (portion)	Chester

PLUMSOCK DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Willistown (portion)	Chester

MEDIA DIVISION BOROUGHES

<u>BOROUGH</u>	<u>COUNTY</u>
Media	Delaware

WHITE HAVEN BOROUGHES

<u>BOROUGH</u>	<u>COUNTY</u>
White Haven	Luzerne

WHITE HAVEN TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Dennison (portion)	Luzerne
East Side (portion)	Carbon
	Carbon

BRIDLEWOOD TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Thornbury (portion)	Chester

PINECREST TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Tobyhanna (portion)	Monroe

EAGLE ROCK TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
East Union (portion)	Schuylkill
North Union (portion)	Schuylkill
Black Creek (portion)	Luzerne
Hazle (portion)	Luzerne

THORNHURST TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Lehigh	Lackawanna

RIVERCREST TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Tunkahannock	Wyoming
Washington	Wyoming

(C) Indicates Change

WILBAR DIVISION TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Rice	Luzerne

DEERFIELD KNOLL TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Willistown	Chester

LINKS AT GETTYSBURG TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Mount Joy	Adams
Cumberland	Adams

CS SEWER TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Lackawaxen	Pike

THE GREENS AT PENN OAKS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Thornbury	Chester

NEWLIN GREEN TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Newlin	Chester

NEW DALEVILLE DIVISION

<u>TOWNSHIPS</u>	<u>COUNTY</u>
Londonderry	Chester

VILLAGE AT VALLEY FORGE

<u>TOWNSHIP</u>	<u>COUNTY</u>
Upper Merion	Montgomery

BEECH MOUNTAIN LAKES DIVISION Kidder (portion)

<u>TOWNSHIPS</u>	<u>COUNTY</u>
Butler	Luzerne
Dennison	Luzerne

LAKE HARMONY DIVISION (C)

<u>TOWNSHIP</u>	<u>COUNTY</u>
Kidder	Carbon

Lake Harmony Division

SCHEDULE OF RATES

Unmetered Rates

Customer Charge / Equivalent Domestic Unit ("EDU" – also referred to as "Equivalent Dwelling Unit")

<u>Quarterly</u>	<u>Monthly</u>
\$ 187.50	\$ 62.50

For the purpose of this Lake Harmony Division Schedule of Rates, EDU is defined to have the following wastewater characteristics:

- Flow: 225 gpd
- CBOD: 250 mg/l
- Total Phosphorous: 8 mg/l
- Total Suspended Solids: 250 mg/l
- TKN: 40 mg/l as N
- Grease: 100 mg/l

The following Groupings are Accounts for service currently billed in the name of Vacation Charters and all sewage emanating from these Groupings either traverses through a collection system owned by another entity and into LWWC's Lake Harmony Division Assets or may be directly connected to the Lake Harmony Division Assets that delivers the sewage to LWWC's wastewater treatment plant (also a Lake Harmony Division Asset) located within the Split Rock community. These Accounts are billed based upon the current EDU values to the right of each Grouping.

Grouping:

- Westwood Condominium Association, Inc. @ 90 EDUs
- Willowbrook at Lake Harmony @ 128 EDUs
- The Galleria and the Water Park @ 145 EDUs
- Split Rock Country Club (for Club House and the Cart Barn) @ 14 EDUs
- Remaining Uses @ 53 EDUs

**The following apply within the Lake Harmony Division and together with the balance of LWWC's tariff represent the Rules and Regulations governing service to the Lake Harmony Division:**

**DEFINITIONS:**

1. **Grinder Pump:** Any mechanical or powered device used to grind, macerate or fluidize waste so that it can be discharged into the Company's facilities. This device is a component of the Customer service line and the sole responsibility of the Customer to own, maintain and operate along with the balance of their Customer service line. The Customer shall be responsible for all power to operate the device in accordance with the manufacture's specifications and guidelines.

**The following apply within the Lake Harmony Division and, in particular, to those Lake Harmony Division customers identified on Attachment 6 of the Assets Purchase Agreement (“APA”) between The Township of Kidder and Little Washington Wastewater Company d/b/a Suburban Wastewater Company (“LWWC”), dated March 15, 2012. This APA was included in LWWC’s Application filing of April 5, 2012, which was approved via the Pennsylvania Public Utility Commission’s (“PUC”) Order entered on July 19, 2012 at Docket Number A-2012-2298067. The Township of Kidder advised their customers within the Lake Harmony Division of the APA and filing with the PUC through their letter of May 15, 2012.**

1. Those customers within the Lake Harmony Division whose addresses do not appear on Attachment 6 of the APA own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.
2. Those customers within the Lake Harmony Division whose addresses appear on Attachment 6 of the APA will ultimately be the owners of their Customer service line in its entirety effective on January 1, 2018, including the grinder pump and that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump.
3. All customers shall comply with the following guidelines to ensure that the grinder pump on their Customer service line will function properly for its typical useful life of ten (10) years.
  - a. The grinder pump shall be protected from excessive moisture, freezing and prolonged non-use
  - b. The grinder pump shall not be disassembled, modified, abused or tampered with by someone other than a licensed plumber authorized to install and maintain the device and related equipment
  - c. Water containing sand, lime, cement, gravel or other abrasives shall not be discharged to the grinder pump
  - d. Chemicals, hydrocarbons, gasoline, explosives, and strong chemicals shall not be discharged to the grinder pump
  - e. Other foreign matter not typically discharged from normal residential uses shall not be discharged to the grinder pump
4. Any customer whose address is identified on Attachment 6 and who fails to comply with the guidelines enumerated in 3 above, shall be liable for any and all resulting damages to the grinder pump, including replacement cost of the grinder pump and related equipment.
5. Any customer whose address appears on Attachment 6 agrees to allow the Company the right to enter upon their property (absent any formal easement of record) to maintain that portion of the Customer service line owned by the Company until such time as the grinder pump and related equipment as well as that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump are assumed as components of the Customer service line by the Customer on January 1, 2018 as enumerated in 2 above.



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

October 24, 2012

Docket No. R-2012-2298067

THOMAS T NIESEN  
THOMAS LONG NIESEN & KENNARD  
212 LOCUST STREET SUITE 500  
PO BOX 9500  
HARRISBURG PA 17108-9500

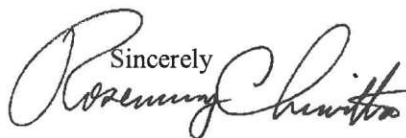
Re: Little Washington Wastewater Company  
Supplement No. 83 to Tariff Sewer-Pa. P.U.C. No. 1

Dear Mr. Niesen:

On October 11, 2012, Little Washington Wastewater Company (Company) filed Supplement No. 83 to Tariff Sewer-Pa. P.U.C. No. 1 to become effective on October 1, 2012. Supplement No. 83 was filed in compliance with the Commission's Order, entered July 19, 2012, and establishes wastewater rates for customers of the Lake Harmony division.

Commission Staff has reviewed the tariff revisions and found that suspension or further investigation does not appear warranted at this time. Therefore, in accordance with 52 Pa. Code, Supplement No. 83 to Tariff Sewer-Pa. P.U.C. No. 1 is effective by operation of law according to the effective dates contained on each page of the supplement. However, this does not constitute a determination that the revisions are just, lawful and reasonable, but only that suspension or further investigation does not appear warranted at this time, and is without prejudice to any formal complaints timely filed against said tariff revisions.

If you have any questions in this matter, please contact Marissa Boyle, Bureau of Technical Utility Services, at 717-787-7237 or [maboyle@pa.gov](mailto:maboyle@pa.gov).

Sincerely  


Rosemary Chiavetta  
Secretary

cc: Marissa Boyle, Bureau of Technical Utility Services

AQUA PENNSYLVANIA WASTEWATER, INC.  
(hereinafter referred to as the "Company")

RATES, RULES, AND REGULATIONS

GOVERNING THE COLLECTIONS OF

WASTEWATER

IN PORTIONS OF

ADAMS, BERKS, BUCKS, CARBON, CHESTER, CLARION, CLEARFIELD, DELAWARE,  
LACKAWANNA, LUZERNE, MONROE, MONTGOMERY, PIKE, SCHUYLKILL, VENANGO,  
AND WYOMING COUNTIES

IN THE COMMONWEALTH OF PENNSYLVANIA

ISSUED: August 15, 2022

EFFECTIVE: August 12, 2022

By:

Marc Lucca, President  
Aqua Pennsylvania, Inc.  
762 Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010

## NOTICE

THIS TARIFF ESTABLISHES THE WASTEWATER RATES FOR THE  
CUSTOMERS OF EAST WHITELAND TOWNSHIP SITUATED WITHIN CHESTER  
COUNTY, PENNSYLVANIA.

DESCRIPTION OF TERRITORIES SERVED

	<u>Township</u>	<u>County</u>
<b>RATE ZONE 4</b>		
Honeycroft Village Division	Londonderry (portion)	Chester
Lake Harmony Division	Kidder	Carbon
New Daleville Division	Londonderry (portion)	Chester
Peddlers View Division	Solebury (portion)	Bucks
Tobyhanna Township Division	Tobyhanna (portion)	Monroe
Twin Hills Division	West Pikeland (portion)	Chester
<b>RATE ZONE 5</b>		
Avon Grove School District	New London (portion)	Chester
Avon Grove School District	Penn (portion)	Chester
East Bradford Division (Brandywine)	East Bradford (portion)	Chester
Little Washington Division	East Brandywine (portion)	Chester
Plumsock Division*	Willistown (portion)	Chester
The Greens at Penn Oaks Division	Thornbury (portion)	Chester
Newlin Green Division	Newlin	Chester
Sage Hill Division	Thornbury (portion)	Chester
<b>RATE ZONE 6</b>		
CS Sewer Division (Masthope)	Lackawaxen	Pike
<b>RATE ZONE 7</b>		
Limerick Division	Limerick (portion)	Montgomery
<b>RATE ZONE 8</b>		
East Bradford Township Division	East Bradford (portion)	Chester
East Bradford Township Division	Birmingham (portion)	Chester
<b>RATE ZONE 9</b>		
Cheltenham Township Division	Cheltenham	Montgomery
Cheltenham Township Division	Jenkintown Borough (portion)	Montgomery
<b>RATE ZONE 10</b>		
East Norriton Township Division	East Norriton	Montgomery
<b>RATE ZONE 11</b>		
New Garden Township Division	New Garden	Chester

SCHEDULE OF RATES

## RATE ZONE 4 – METERED AND UNMETERED

The rates under this schedule apply to all customer classes in the territories served subject to Rate Zone 4 rates as noted in the Description of Territories Served section under this tariff unless otherwise specifically identified below.

**NON-RESIDENTIAL****MONTHLY SERVICE CHARGE**

Customer Charge (\$)	Rate Zone 4
Fixed (per EDU)	\$ 84.60
<u>Meter Size:</u>	
5/8 inch	84.60
3/4 inch	126.90
1 inch	211.50
1-1/2 inch	423.00
2 inch	676.80
3 inch	1,269.00
4 inch	2,115.00
6 inch	4,230.00
8 inch	6,768.00
10 inch	9,729.00
Unmetered Charge (per EDU)	\$ 131.00

**MONTHLY CONSUMPTION CHARGE**

Consumption Charge (per 1,000 gallons water used)	\$ 12.4573
------------------------------------------------------	------------

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCH USA, LLC :  
v. : Docket Nos. C-2022-3036893  
AQUA PENNSYLVANIA WASTEWATER, INC. : C-2022-3037118

**REBUTTAL TESTIMONY OF CHRISTOPHER E. MANNING**

**On Behalf of Aqua Pennsylvania Wastewater, Inc.**

**Aqua Pennsylvania Wastewater, Inc. St. No. 1-R**

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**Table of Witness Exhibits**

- CM-5 2021 Billing determinants for Rate Zone 4
- CM-6 2021 Compliance Tariff to 2021 Base Rate Order

1 **INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. My name is Christopher E. Manning. My business address is 762 West Lancaster  
4 Avenue, Bryn Mawr, Pennsylvania 19010.

5 **Q. Have you previously submitted testimony in this proceeding?**

6 A. Yes. I submitted written testimony and exhibits on behalf of which has been  
7 designated as Statement No. 1 and Exhibits CM 1-4.

8 **Q. Did you review the Written Testimony of the Complainant?**

9 A. Yes.

10 **Q. Did you review the Proposed Exhibits submitted by the Complainant?**

11 A. Yes.

12 **Q. Please provide your response to the direct testimony submitted by the**  
13 **Complainant.**

14 A. Prior to responding to some of the specific statements made by Complainant, I  
15 have a few overall comments. The crux of the issue raised by the Complainant is their  
16 disagreement with the rates they are charged for their unmetered wastewater service  
17 provided by the Company. As a regulated public utility, the Company's rates and terms  
18 of service are reviewed and approved by the Commission. The Company's rates and  
19 terms of service are set forth in the Company's Commission approved tariff which is  
20 amended from time to time at the conclusion of a base rate proceeding filed with the  
21 Commission. Customers are billed based on their service conditions. While the  
22 Complainant asserts its opinions and suggestions on how the Company should bill them  
23 for service, these statements involve suggestions related to rate design and billing

1 determinants that are considered in base rate proceedings and cannot be considered  
2 changed in individual customer complaint proceedings because it would impact the rates  
3 charged to other customers and the Company's overall approved rate design.

4         The three disputed accounts are billed consistent with the Company's Compliance  
5 Tariff approved by the Commission in the 2021 Base Rate Order. Exhibit CM-5 reflects  
6 the 2021 Rate Case billing determinants for the 3 disputed accounts. In columns X and Y  
7 in row 3, there are 5867.467 billed months which is rounded to 5868 billed months  
8 resulting in total charges of \$586,745.80 in charges. The billed months tie directly into  
9 the Commercial-Unmetered Billing determinants for Rate Zone 4 approved in the  
10 Compliance Tariff. Exhibit CM-6.

11         The Complainant is challenging the rate design methodology used to calculate the  
12 flat rate EDU authorized in the 2021 Base Rate Order for non-metered customers in Rate  
13 Zone 4. The Complainant is requesting, in a complaint proceeding and not a base rate  
14 proceeding, a change to the authorized rate design and structure of the authorized rate  
15 increase. The Complainant's request to alter how they are billed cannot be considered in  
16 a vacuum. The authorized revenues for Rate Zone 4 customers were determined by the  
17 Commission in the 2021 Base Rate Order. A complaint proceeding is not the appropriate  
18 forum to change how Rate Zone 4 non-metered customers are billed since it directly  
19 impacts the revenue requirement established in the 2021 Base Rate Order. Now that the  
20 Complainant has intervened in the 2024 Base Rate Case, and raised the same issues, that  
21 position can be fully vetted by the parties in the 2024 Base Rate Case. Furthermore, the  
22 Company cannot simply install a wastewater meter without the necessary Commission  
23 approval and significant changes, including changes to its existing billing practices.

1 **RESPONSE TO DIRECT TESTIMONY OF WITNESS PADILLA**

2 **Q. The direct testimony of Witness Padilla at page 3, lines 12-18 states “[i]n my**  
3 **view, if our resort is operating at anything less than 100% occupancy -which is what**  
4 **the EDU based rates are set on – SCH USA is being charged for more wastewater**  
5 **usage than what Aqua is collecting and treating. This makes the required 100%**  
6 **occupancy-at-all-times charge unreasonable as applied, and thus our actual usage is**  
7 **consistently much lower than what is being billed by Aqua.” What is your response?**

8 A. I disagree that the billed charges are unreasonable. The Complainant is being  
9 charged the appropriate rate that was reviewed and approved by the Commission. The  
10 Complainant’s bills are not unreasonable as applied. As I discussed in my Direct  
11 Testimony and also below, the Complainant is billed on a fixed number of EDUs for each  
12 of its accounts. While the Complainant asserts that occupancy rate should be considered,  
13 what they are requesting is different billing than what has been authorized when the  
14 Company acquired the system and more recently in the 2021 Base Rate Order. For  
15 customers who are not billed based on metered water usage, the EDUs are based on the  
16 type of use for the customer. In this case, the Complainant is operating the same type of  
17 business that has always been at this location - a combination of hotels, restaurants, etc.  
18 There has been no significant change in the nature of the original wastewater usage at the  
19 location and therefore no change to the assigned EDUs would be warranted. A request for  
20 a change in the allocated EDUs must be considered in the pending 2024 Base Rate Case.  
21 A change in the Complainant’s allocated EDUs outside a base rate case violates the rate  
22 design authorized in the 2021 Base Rate Order.

1 **Q. The direct testimony of Witness Padilla at page 3, lines 20, states “SCH USA**  
2 **is simply seeking to pay rates that are reasonable and based on the actual**  
3 **wastewater service being provided.” What is your response?**

4 A. The Complainant is being charged rates that are reasonable and the Commission  
5 authorized rate of \$131.00 per EDU for unmetered non-residential service consistent with  
6 its Tariff. See Exhibit CM-4.

7 **Q. The direct testimony of Witness Padilla at page 4, lines 3-6, states “In**  
8 **addition, SCH USA is seeking an adjustment to the prior bills (since we purchased**  
9 **the property on October 29, 2020) to reflect the average occupancy rate” What is**  
10 **your response?**

11 A. The Formal Complaint was efiled November 2022. The accounts are properly  
12 billed consistent with the Commission-approved Tariff. There is no allegation that the  
13 billed charges were not correct. The Complainant is alleging that the number of EDUs  
14 associated with the 3 accounts should be reduced based on its occupancy levels. The  
15 Company cannot charge the Complainant a different rate than what it permitted under its  
16 tariff. Each bill issued to Complainant was issued in accordance with the Company’s  
17 Commission approved Rate Zone 4 Tariff. There is no basis that would support a  
18 retroactive adjustment from the time the Complainant purchased the property on October  
19 29, 2020.

20 **Q. Witness Padilla argues at page 5, lines 15-17 that “[U]sing a fixed number of**  
21 **EDUs for billing purposes has no relation to our actual occupancy rate or actual**  
22 **usage; and therefore is not reasonable.” What is your response?**

1 A. Occupancy rate has ever been used for the allocation of EDUs. To factor  
2 occupancy rate into the billing of an unmetered customer would basically be billing based  
3 on variations of usage which cannot be done for unmetered customers. This is clearly an  
4 issue that must be addressed in the context of the pending rate case since, if adopted,  
5 would impact other similarly situated customers, and the revenue requirement for Rate  
6 Zone 4.

7 **RESPONSE TO DIRECT TESTIMONY OF WITNESS CARRIER**

8 **Q. Witness Carrier at page 4, lines 10-11 states “There is also no evidence to**  
9 **suggest how Aqua determined the EDUs for the [laundry account].” What is your**  
10 **response?**

11 A. Any testimony related to the Laundry or fourth account is not relevant since the  
12 Complainant no longer disputes the allocated EDUs. As stated in my Direct Testimony,  
13 consistent with the Commission-approved Compliance Tariff, Willowbrook at Lake  
14 Harmony would be billed 128 EDUs; the Galleria and the Water Park would be billed  
15 145 EDUs; remaining uses (Lodge) would be billed 53 EDUs. SCH USA did not acquire  
16 all the assets previously owned by Vacation Charters Ltd., Split Rock Country Club, Inc.,  
17 and Summit Management & Utilities, Inc. set forth in the settlement agreement. SCH  
18 USA only acquired the assets related to 330 EDUs. The remaining 110 EDUs that were  
19 transferred to Aqua PA are billed to another customer.

20 **Q. Witness Carrier at page 5, lines 13-22, offers his opinion that utility service**  
21 **based on actual usage is preferable to a flat fee. What is your response?**

22 A. There is no disagreement that, when possible, billed charges should be based on  
23 actual usage recorded by a meter but it is not always possible to bill based on metered

1 water usage. The Commission has not authorized the installation of wastewater meters in  
2 Rate Zone 4. The Complainant is requesting that the allocated EDUs to the three disputed  
3 accounts be reduced based on the occupancy level. As stated previously in my rebuttal  
4 testimony, the Company is not authorized by the Commission and cannot bill based upon  
5 occupancy level.

6 **Q. Witness Carrier at page 7, lines 11-21 and page 8, lines 1-15 list jurisdictions**  
7 **that have approved for the use of wastewater meters. What is your response?**

8 A. It is irrelevant that another jurisdiction has authorized the use of wastewater  
9 meters. The Commission specifically rejected a similar request of residential customers in  
10 Rate Zone 4 in the 2021 Rate Order. The same rationale exists regarding SCH USA's  
11 request. Again, this issue is not appropriate for a complaint proceeding.

12 **RESPONSE TO DIRECT TESTIMONY OF WITNESS LACEY**

13 **Q. Witness Lacey at page 10, lines 10-13 states that the Commission has**  
14 **authorized Aqua to bill on metered usage, including Rate Zone 4 Tariff but it has**  
15 **refused. What is your response?**

16 A. This comment is not accurate. The Complainant's water source is its well which is  
17 not metered. The Company's Tariff for Rate Zone 4 provides the rate for unmetered  
18 customers. The Complainant is an unmetered customer and is charged consistent with the  
19 authorized Rate Zone 4 Tariff.

20 **Q. Does this conclude your rebuttal testimony?**

21 A. Yes.

22

23

24

**VERIFICATION**

I, Christopher Manning, am authorized to make this Verification on behalf of Aqua Pennsylvania Wastewater, Inc., and hereby state that the facts set forth in my written testimony are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: July 12, 2024

  
Christopher E. Manning















AQUA PENNSYLVANIA, INC.  
**WASTEWATER - RATE ZONE 4**  
 HONEYCROFT VILLAGE, LAKE HARMONY, NEW DALEVILLE, PEDDLERS VIEW, TOBYHANNA, AND TWIN HILLS DIVISIONS  
 APPLICATION OF PRESENT AND PROPOSED RATES TO CONSUMPTION ANALYSIS  
 FOR THE TWELVE MONTHS ENDED MARCH 31, 2021

Rate Block, 100 Gallons (1)	Number of Bills (2)	Consumption, 100 Gallons (3)	Present Rate (4)	Present Revenue (5)	Proposed Rate (6)	Proposed Revenue (7)
<u>Residential - Monthly</u>						
Customer Charge						
5/8	6,514	-	\$ 62.00	\$ 403,843	\$ 86.12	\$ 560,951
1	12	-	62.00	744	86.12	1,033
Subtotal	6,526	-		404,587		561,984
1st block	-	289,520	0.9500	\$ 275,044	1.2681	\$ 367,140
Subtotal	-	289,520		275,044		367,140
Total Metered	6,526	289,520		\$ 679,631		\$ 929,124
<u>Residential - Unmetered</u>						
Customer Charge Unmetered	23,389	-	\$ 100.00	\$ 2,338,940	\$ 133.35	\$ 3,118,976
TOTAL RESIDENTIAL	29,915	289,520		\$ 3,018,571		\$ 4,048,100
<u>Commercial - Monthly</u>						
Customer Charge						
5/8	1,007	-	\$ 62.00	\$ 62,409	\$ 84.60	\$ 85,158
1	181	-	62.00	11,203	84.60	15,287
1 1/2	168	-	62.00	10,416	84.60	14,213
3	204	-	62.00	12,648	84.60	17,258
Subtotal	1,559	-		96,676		131,916
1st block	-	84,125	0.9500	\$ 79,919	1.2457	\$ 104,795
Subtotal	-	84,125		79,919		104,795
Total Metered	1,559	84,125		\$ 176,595		\$ 236,711
<u>Commercial - Unmetered</u>						
Customer Charge Unmetered	5,868	-	\$ 100.00	\$ 586,750	\$ 131.00	\$ 768,643
TOTAL COMMERCIAL	7,427	84,125		\$ 763,345		\$ 1,005,354
TOTAL DIVISION	<u>37,342</u>	<u>373,645</u>		<u>\$ 3,781,916</u>		<u>\$ 5,053,454</u>

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCH USA, LLC :  
v. : Docket Nos. C-2022-3036893  
AQUA PENNSYLVANIA WASTEWATER, INC. : C-2022-3037118

**DIRECT TESTIMONY OF STEVE CLARK**

**On Behalf of Aqua Pennsylvania Wastewater, Inc.**

**ISSUES ADDRESSED**

**Description/Operation of Lake Harmony Wastewater System**

**Aqua Pennsylvania Wastewater, Inc. St. No. 2**

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2. DESCRIPTION OF WASTEWATER SERVICE PROVIDED..... 2-3  
3. CONCLUSION..... 3

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE**  
3 **RECORD.**

4 A. My name is Steve Clark. My business address is 1775 N. Main Street, Honesdale,  
5 PA 18431.

6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. Aqua Pennsylvania Wastewater, Inc. (“Aqua PA”<sup>1</sup>) as the Greater Pennsylvania  
8 Director of Operations.

9 **Q. HOW LONG HAVE YOU BEEN EMPLOYED BY THE COMPANY?**

10 A. 19 years.

11 **Q. HOW LONG IN YOUR CURRENT POSITION?**

12 A. 4 and 1/2 years.

13 **Q. PLEASE GENERALLY DESCRIBE YOUR DUTIES AND**  
14 **RESPONSIBILITIES IN YOUR CURRENT POSITION.**

15 A. I am responsible for leading a team of 114 employees in the operation of 92 water  
16 systems owned by Aqua Pennsylvania, Inc (“Aqua”) and 17 wastewater systems owned  
17 by Aqua PA across 30 counties in Pennsylvania. I am also responsible for the  
18 management and oversight of two water systems that are not owned by Aqua, but where  
19 Aqua has been appointed receiver by the Pennsylvania Public Utility Commission.

20 The service area I am responsible for is referred to as Greater Pennsylvania. I am  
21 involved in budgeting, regulatory affairs, vendor management, staffing and labor issues,  
22 customer dispute resolution, assisting with legal resolutions, and all other operational  
23 associated activity.

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<sup>1</sup> Aqua Pennsylvania Wastewater, Inc. was formally known as Little Washington Wastewater, Inc.

1 Q. PLEASE PROVIDE YOUR EDUCATIONAL BACKGROUND.

2 A. I hold a bachelor's degree in mechanical engineering from Penn State University,  
3 a Pennsylvania Department of Environmental Protection water Operator's license.

4 Q. WHAT IS YOUR PRIOR WORK EXPERIENCE BEFORE JOINING  
5 AQUA PA?

6 A. I have been working in the water and wastewater utility industry for the past 21  
7 years.

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9 A. My testimony will describe the wastewater service provided to customers of the  
10 Lake Harmony wastewater system.

11 Q. DOES AQUA PROVIDE WATER SERVICE TO SCH?

12 A. No.

13 Q. PLEASE EXPLAIN THE SERVICE PROVIDED TO THE  
14 COMPLAINANT.

15 A. Aqua PA provides wastewater collection, conveyance, and treatment service to  
16 SCH for four non-residential accounts.

17 2. DESCRIPTION OF WASTEWATER SERVICE PROVIDED

18 Q. PLEASE DESCRIBE THE FACILITIES THAT FURNISH SERVICE TO  
19 SCH?

20 A. The wastewater system includes approximately 1,751 linear feet (LF) of two-inch  
21 diameter polyvinyl chloride (PVC) main, 8,611 LF of three-inch PVC main,  
22 approximately 15 valves, two flushing connections, one manhole, fittings, clean-outs, and  
23 45 company-owned laterals. The System is interconnected with the Aqua PA's Lake

1 Harmony System which includes 57,000 LF of low-pressure sewer, ranging in size from  
2 1.5-4 inch and 30,000 LF of 8-inch gravity sewer collection pipe and 122 manholes  
3 which conveys wastewater flows to its Kidder Wastewater Treatment Plant (Kidder  
4 WWTP). The existing hydraulic design capacity of the Kidder WWTP is 0.4 million  
5 gallons per day, or approximately 400,000 gallons per day (GPD) and the organic design  
6 capacity is 834 pounds per day (lbs./day) five-day biochemical oxygen demand (BOD5).  
7 The average flow in 2023 was approximately 200,100 GPD and the average organic load  
8 was approximately 256 lbs./day BOD5.

9 **Q. IS THERE AN ACT 537 SEWAGE FACILITIES PLAN REGARDING THE**  
10 **FLOW FROM SCH?**

11 A. Yes. The Kidder Township Act 537 Plan, Finalized May 2000, states that the  
12 Kidder WWTP would accept the flow from the properties in the Lake Harmony and Split  
13 Rock area which includes the properties of SCH.

14 **Q. UNDER WHAT CIRCUMSTANCES DID AQUA PA BEGIN PROVIDING**  
15 **SERVICE TO KIDDER TOWNSHIP?**

16 A. Aqua PA acquired the wastewater system from Kidder Township in 2012. Prior to  
17 the acquisition, in 2012, Kidder Township contracted with an affiliated Aqua company to  
18 be the operator of record for its wastewater operations.

19 **3. CONCLUSION**

20 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**


21 A. Yes.

22

**VERIFICATION**

I, Steve Clark, am authorized to make this Verification on behalf of Aqua Pennsylvania Wastewater, Inc., and hereby state that the facts set forth in my written testimony are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: May 15, 2024

  
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Steve Clark

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCH USA, LLC :  
v. : Docket Nos. C-2022-3036893  
AQUA PENNSYLVANIA WASTEWATER, INC. : C-2022-3037118

**REBUTTAL TESTIMONY OF STEVE CLARK**

**On Behalf of Aqua Pennsylvania Wastewater, Inc.**

**Aqua Pennsylvania Wastewater, Inc. St. No. 2-R**

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- 3. RESPONSE TO DIRECT TESTIMONY OF WITNESS LACEY..... 4

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- SC-1 Willowbrook: Statement of Account
- SC-2 Lodge: Statement of Account
- SC-3 Galleria: Statement of Account

1 **INTRODUCTION**

2 **Q. Please state your name and business address for the record.**

3 A. My name is Steve Clark. My business address is 1775 N. Main Street, Honesdale,  
4 PA 18431.

5 **Q. Have you previously submitted testimony in this proceeding?**

6 A. Yes. I submitted written testimony and exhibits on behalf of which has been  
7 designated as Statement No. 2.

8 **Q. Did you review the Written Testimony of the Complainant?**

9 A. Yes.

10 **Q. Did you review the Proposed Exhibits submitted by the Complainant?**

11 A. Yes.

12 **Q. Please provide your response to the direct testimony submitted by the**  
13 **Complainant.**

14 A. The Complainant is requesting a change to how they are billed and are requesting  
15 that their wastewater usage be metered for billing purposes. While it is possible to bill  
16 wastewater customers based on metered water usage that is only possible where the  
17 customer has metered water usage. The Complainant does not have metered water usage  
18 and sewer usage is difficult, if not impossible, to meter. The Company does not meter  
19 wastewater usage. Should the Company pursue using wastewater meters to bill usage it  
20 would be required to change a number of internal systems and operations and would be  
21 required to obtain approval from the Commission. The Commission did not authorize  
22 metering wastewater service in the 2021 Base Rate Order. Included in the rates  
23 authorized in the 2021 Base Rate Order is the recovery of costs to operate and maintain

1 the treatment plant for the Rate Zone 4 customers. The wastewater treatment plant was  
2 designed to treat 100% of every customers' flow. The Company cannot simply flip a  
3 switch and drop treatment capacity and then flip it back to full treatment capacity. The  
4 Complainant's testimony includes various scenarios for what it believes would be  
5 acceptable for wastewater meters, including a deduction for the pool and waterpark  
6 backwash and other discharge. This is not appropriate since that discharge must be  
7 treated. Any consideration of a deduction for certain usage is not relevant as the  
8 wastewater service provided to Complainant is not metered.

9 **RESPONSE TO DIRECT TESTIMONY OF WITNESS PADILLA**

10 **Q. The direct testimony of Witness Padilla at page 6, lines 21-24 and page 7,**  
11 **lines 1-7, alleges that the Company provided unreasonable service in its**  
12 **communications with the Complaint prior to the filing of the Formal Complaint.**  
13 **What is your response?**

14 A. The recollection of Witness Padilla is not correct. The Company was in contact  
15 with the Complainant on numerous occasions either in person or by email. The  
16 Complainant was consistently advised that the Company does not meter wastewater  
17 services, it cannot bill based on water consumption based on how the Complainant  
18 receives its water and that it could not alter the Complainant's EDUs outside a base rate  
19 case. The Complainant was advised that any challenge or request to change the allocation  
20 of the EDUs should be considered in the context of the then pending 2021 Base Rate  
21 Case. For whatever reason, the Complainant choose not to intervene in the 2021 Base  
22 Rate Case so that the Commission could consider their suggested methodology whereby  
23 an occupancy rate is used to determine the appropriate rate design for non-metered

1 customers in Rate Zone 4. Rather, the Complainant contends that Rate Zone 4 Tariff is  
2 not reasonable as applied to their situation. The Complainant recently intervened in the  
3 2024 Base Rate Case. As stated in its Prehearing Memorandum in the 2024 Base Rate  
4 Case, the Complainant intends to examine and potentially address issues which “include  
5 the amount of Aqua’s proposed rate increase, **as well as the method by which SCH**  
6 **USA, as an unmetered customer, is charged for wastewater service.**” This is the same  
7 issue raised in the present Complaint proceeding. This issue should be resolved in the  
8 2024 Base Rate Case.

9 **Q. The direct testimony of Witness Padilla at page 7, lines 9-17, alleges that the**  
10 **Company acted improperly by beginning the termination process for undisputed**  
11 **delinquent charges. What is your response?**

12 A. The Complainant was well aware that the issued wastewater bills were not being  
13 paid on time and for the full amount. In fact, the Complainant has a poor payment  
14 history. No payment posted to the 3 disputed accounts for the period May 2021 through  
15 March 2023. Exhibits SC-1, SC-2, and SC-3. The current balance for the Willowbrook  
16 Account is \$437,618.49. Exhibit SC-1. The current outstanding balance for the Lodge  
17 Account is \$130,793.31. Exhibit SC-2. The current outstanding balance for the Galleria  
18 Account is \$431,663.54. Exhibit SC-3. **Currently, the total outstanding balance for**  
19 **the three disputed accounts is \$1,000,075.34.** The Complainant only recently began  
20 paying what they believe are the undisputed charges based on their requested reduced  
21 EDUs. Exhibits SC-1, SC-2, and SC-3. The Company followed the appropriate  
22 termination procedures for a non-residential customer whose accounts were delinquent.  
23 The Company is entitled to be paid for the services it provides.

1 **RESPONSE TO DIRECT TESTIMONY OF WITNESS LACEY**

2 **Q. Witness Lacey at page 9, lines 18-20 states that the Company was**  
3 **unresponsive to the request to meter the wastewater. What is your response?**

4 A. Aqua explained to the Complainant on numerous occasions that Aqua does, in  
5 fact, issue bills based on metered water usage in limited circumstances. Wastewater bills  
6 based on metered water usage is only available to customers who have metered water  
7 service. SCH USA obtains its water from its own well(s) which is not metered.  
8 Therefore, it does not qualify for bills based on metered water usage.

9 **Q. Does this conclude your rebuttal testimony?**

10 A. Yes.

11

12

13

**VERIFICATION**

I, Steve Clark, am authorized to make this Verification on behalf of Aqua Pennsylvania Wastewater, Inc., and hereby state that the facts set forth in my rebuttal testimony are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: July 12, 2024



---

Steve E. Clark

Customer's Name: SCH USA LLC - Willowbrook  
Aqua Pennsylvania, Inc. Account#: 2632258-1138095

Read Date	# of Days	Meter Read	Read Type	Consump	Avg.Daily Usage	TL Current Chrges.	Due Date	Late Penalty	Restoration Fees	Payments	Adjustments	Date of Pymt or Adj	Balance	Comments
Previous Balance													\$0.00	
10/30/2020			FLAT										\$0.00	Move In
11/25/2020	26		FLAT	0	0.0	\$12,966.40	12/22/20	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$12,966.40	
12/24/2020	29		FLAT	0	0.0	\$12,966.40	1/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$25,932.80	
1/27/2021	34		FLAT	0	0.0	\$13,134.08	2/19/21	\$162.08	\$0.00	\$12,966.40	\$0.00	1/12/21	\$26,262.56	
											\$162.08	1/16/21	\$26,100.48	Remove Penalties
2/24/2021	28		FLAT	0	0.0	\$13,134.08	3/19/21	\$162.08	\$0.00	\$0.00	\$0.00	N/A	\$39,396.64	
3/24/2021	28		FLAT	0	0.0	\$13,134.08	4/16/21	\$164.18	\$0.00	\$12,966.40	\$0.00	3/24/21	\$39,728.50	
4/26/2021	33		FLAT	0	0.0	\$13,358.08	5/19/21	\$0.00	\$0.00	\$13,134.08	\$0.00	4/6/21	\$39,952.50	
5/26/2021	30		FLAT	0	0.0	\$13,358.08	6/18/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$53,310.58	
6/24/2021	29		FLAT	0	0.0	\$13,358.08	7/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$66,668.66	
7/27/2021	33		FLAT	0	0.0	\$13,184.00	8/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$79,852.66	
8/25/2021	29		FLAT	0	0.0	\$13,184.00	9/17/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$93,036.66	
9/27/2021	33		FLAT	0	0.0	\$13,184.00	10/20/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$106,220.66	
10/26/2021	29		FLAT	0	0.0	\$13,219.84	11/18/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$119,440.50	
11/24/2021	29		FLAT	0	0.0	\$13,219.84	12/21/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$132,660.34	
12/27/2021	33		FLAT	0	0.0	\$13,219.84	1/19/22	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$145,880.18	
1/27/2022	31		FLAT	0	0.0	\$13,415.68	2/21/22	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$159,295.86	
2/24/2022	28		FLAT	0	0.0	\$13,415.68	3/21/22	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$172,711.54	
3/24/2022	28		FLAT	0	0.0	\$13,415.68	4/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$186,127.22	
4/26/2022	33		FLAT	0	0.0	\$13,440.00	5/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$199,567.22	
5/25/2022	29		FLAT	0	0.0	\$13,440.00	6/17/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$213,007.22	
6/24/2022	30		FLAT	0	0.0	\$16,768.00	7/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$229,775.22	
7/27/2022	33		FLAT	0	0.0	\$16,768.00	8/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$246,543.22	
8/24/2022	28		FLAT	0	0.0	\$16,768.00	9/16/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$263,311.22	
9/27/2022	34		FLAT	0	0.0	\$16,768.00	10/20/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$280,079.22	
10/26/2022	29		FLAT	0	0.0	\$16,768.00	11/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$296,847.22	
11/28/2022	33		FLAT	0	0.0	\$17,085.79	12/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$313,933.01	
12/28/2022	29		FLAT	0	0.0	\$16,768.00	1/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$330,701.01	
1/27/2023	31		FLAT	0	0.0	\$16,757.94	2/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$347,458.95	
2/24/2023	28		FLAT	0	0.0	\$16,757.94	3/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$364,216.89	
3/24/2023	28		FLAT	0	0.0	\$16,757.94	4/18/2023	\$0.00	\$0.00	\$98,378.62	\$0.00	3/22/23	\$282,596.21	
4/26/2023	33		FLAT	0	0.0	\$16,757.94	5/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$299,354.15	
5/24/2023	8		FLAT	0	0.0	\$16,757.94	6/16/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$316,112.09	
6/26/2023	33		FLAT	0	0.0	\$16,757.94	7/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$332,870.03	
7/28/2023	31		FLAT	0	0.0	\$16,831.72	8/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$349,701.75	
8/24/2023	28		FLAT	0	0.0	\$16,831.72	9/18/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$366,533.47	
9/27/2023	34		FLAT	0	0.0	\$16,831.72	10/20/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$383,365.19	
10/25/2023	28		FLAT	0	0.0	\$16,778.06	11/17/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$400,143.25	
11/28/2023	34		FLAT	0	0.0	\$16,778.06	12/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$416,921.31	
12/27/2023	29		FLAT	0	0.0	\$16,778.06	1/19/2024	\$0.00	\$0.00	\$55,544.00	\$0.00	12/21/23	\$378,155.37	
1/26/2024	30		FLAT	0	0.0	\$16,831.72	2/20/2024	\$0.00	\$0.00	\$6,943.00	\$0.00	1/18/24	\$388,044.09	

Customer's Name: SCH USA LLC - Lodge  
 Aqua Pennsylvania, Inc. Account#: 2632258-1138038

Read Date	# of Days	Meter Read	Read Type	Consump	Avg.Daily Usage	TL Current Chrges.	Due Date	Late Penalty	Restoration Fees	Payments	Adjustments	Date of Pymt or Adj	Balance	Comments
Previous Balance													\$0.00	
10/30/2020			FLAT										\$0.00	Move In
11/25/2020	26		FLAT	48	1.8	\$5,368.90	12/22/20	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$5,368.90	
12/24/2020	29		FLAT	0	0.0	\$5,368.90	1/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$10,737.80	
1/27/2021	34		FLAT	0	0.0	\$5,438.33	2/19/21	\$67.11	\$0.00	\$5,368.90	\$0.00	1/12/21	\$10,874.34	
											\$67.11	1/16/21	\$10,807.23	Remove Penalties
2/24/2021	28		FLAT	0	0.0	\$5,438.33	3/19/21	\$67.11	\$0.00	\$0.00	\$0.00	N/A	\$16,312.67	
3/24/2021	28		FLAT	0	0.0	\$5,438.33	4/16/21	\$67.98	\$0.00	\$5,368.90	\$0.00	3/24/21	\$16,450.08	
4/26/2021	33		FLAT	0	0.0	\$5,531.08	5/19/21	\$0.00	\$0.00	\$5,438.33	\$0.00	4/6/21	\$16,542.83	
5/26/2021	30		FLAT	0	0.0	\$5,531.08	6/18/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$22,073.91	
6/24/2021	29		FLAT	0	0.0	\$5,531.08	7/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$27,604.99	
7/27/2021	33		FLAT	0	0.0	\$5,459.00	8/19/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$33,063.99	
8/25/2021	29		FLAT	0	0.0	\$5,459.00	9/17/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$38,522.99	
9/27/2021	33		FLAT	0	0.0	\$5,459.00	10/20/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$43,981.99	
10/26/2021	29		FLAT	0	0.0	\$5,473.84	11/18/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$49,455.83	
11/24/2021	29		FLAT	0	0.0	\$5,473.84	12/21/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$54,929.67	
12/27/2021	33		FLAT	0	0.0	\$5,473.84	1/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$60,403.51	
1/27/2022	31		FLAT	0	0.0	\$5,554.93	2/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$65,958.44	
2/24/2022	28		FLAT	0	0.0	\$5,554.93	3/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$71,513.37	
3/24/2022	28		FLAT	0	0.0	\$5,554.93	4/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$77,068.30	
4/26/2022	33		FLAT	0	0.0	\$5,565.00	5/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$82,633.30	
5/25/2022	29		FLAT	0	0.0	\$5,565.00	6/17/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$88,198.30	
6/24/2022	30		FLAT	0	0.0	\$6,943.00	7/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$95,141.30	
7/27/2022	33		FLAT	0	0.0	\$6,943.00	8/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$102,084.30	
8/24/2022	28		FLAT	0	0.0	\$6,943.00	9/16/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$109,027.30	
9/27/2022	34		FLAT	0	0.0	\$6,943.00	10/20/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$115,970.30	
10/26/2022	29		FLAT	0	0.0	\$6,943.00	11/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$122,913.30	
11/28/2022	33		FLAT	0	0.0	\$7,074.59	12/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$129,987.89	
12/27/2022	29		FLAT	0	0.0	\$6,943.00	1/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$136,930.89	
1/30/2023	31		FLAT	0	0.0	\$6,938.83	2/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$143,869.72	
2/27/2023	28		FLAT	0	0.0	\$6,938.83	3/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$150,808.55	
3/24/2023	28		FLAT	0	0.0	\$6,938.83	4/18/2023	\$0.00	\$0.00	\$98,378.61	\$0.00	3/22/23	\$59,368.77	
4/26/2023	33		FLAT	0	0.0	\$6,938.83	5/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$66,307.60	
5/24/2023	8		FLAT	0	0.0	\$6,938.83	6/16/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$73,246.43	
6/26/2023	33		FLAT	0	0.0	\$6,938.83	7/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$80,185.26	
7/27/2023	31		FLAT	0	0.0	\$6,969.38	8/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$87,154.64	
8/24/2023	28		FLAT	0	0.0	\$6,969.38	8/22/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$94,124.02	
9/27/2023	34		FLAT	0	0.0	\$6,969.38	10/20/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$101,093.40	
10/25/2023	28		FLAT	0	0.0	\$6,947.16	11/17/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$108,040.56	
11/28/2023	34		FLAT	0	0.0	\$6,947.16	12/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$114,987.72	
12/27/2023	29		FLAT	0	0.0	\$6,947.16	1/19/2024	\$0.00	\$0.00	\$18,864.00	\$0.00	12/21/23	\$103,070.88	
1/29/2024	30		FLAT	0	0.0	\$6,969.38	2/20/2024	\$0.00	\$0.00	\$2,358.00	\$0.00	1/18/24	\$107,682.26	

Customer's Name: Water Park and Galleria  
 Aqua Pennsylvania, Inc. Account#: 2632258-1138096

Read Date	# of Days	Meter Read	Read Type	Consump	Avg.Daily Usage	TL Current Chrgs.	Due Date	Late Penalty	Restoration Fees	Payments	Adjustments	Date of Pymt or Adj	Balance	Comments
Previous Balance													\$0.00	
10/30/2020			FLAT										\$0.00	Move In
11/25/2020	26		FLAT	0	0.0	\$14,688.50	12/22/20	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$14,688.50	
12/24/2020	29		FLAT	0	0.0	\$14,688.50	1/19/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$29,377.00	
1/27/2021	34		FLAT	0	0.0	\$14,878.45	2/19/21	\$183.61	\$0.00	\$14,688.50	\$0.00	1/12/21	\$29,750.56	
											\$183.61	1/16/21	\$29,566.95	Remove Penalties
2/24/2021	28		FLAT	0	0.0	\$14,878.45	3/19/21	\$0.00	\$0.00	\$14,688.50	\$0.00	2/12/21	\$29,756.90	
3/24/2021	28		FLAT	0	0.0	\$14,878.45	4/16/21	\$185.98	\$0.00	\$0.00	\$0.00	N/A	\$44,821.33	
4/26/2021	33		FLAT	0	0.0	\$15,132.20	5/19/21	\$0.00	\$0.00	\$14,878.45	\$0.00	4/6/21	\$45,075.08	
5/26/2021	30		FLAT	0	0.0	\$15,132.20	6/18/21	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$60,207.28	
6/24/2021	29		FLAT	0	0.0	\$15,132.20	7/19/21	\$0.00	\$0.00	\$28,200.00		6/18/21	\$47,139.48	
										\$5,000.00		6/18/21	\$42,139.48	
										\$33,000.00		6/18/21	\$9,139.48	
7/27/2021	33		FLAT	0	0.0	\$14,935.00	8/19/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$24,074.48	
8/25/2021	29		FLAT	0	0.0	\$14,935.00	9/17/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$39,009.48	
9/27/2021	33		FLAT	0	0.0	\$14,935.00	10/20/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$53,944.48	
10/26/2021	29		FLAT	0	0.0	\$14,975.60	11/18/2021	\$0.00	\$0.00	\$0.00	\$20,000.00	10/25/21	\$48,920.08	
11/24/2021	29		FLAT	0	0.0	\$14,975.60	12/21/2021	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$63,895.68	
12/27/2021	33		FLAT	0	0.0	\$14,975.60	1/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$78,871.28	
1/27/2022	31		FLAT	0	0.0	\$15,197.45	2/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$94,068.73	
2/24/2022	28		FLAT	0	0.0	\$15,197.45	3/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$109,266.18	
3/24/2022	28		FLAT	0	0.0	\$15,197.45	4/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$124,463.63	
4/26/2022	33		FLAT	0	0.0	\$15,225.00	5/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$139,688.63	
5/25/2022	29		FLAT	0	0.0	\$15,225.00	6/17/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$154,913.63	
6/24/2022	30		FLAT	0	0.0	\$18,995.00	7/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$173,908.63	
7/27/2022	33		FLAT	0	0.0	\$18,995.00	8/19/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$192,903.63	
8/24/2022	28		FLAT	0	0.0	\$18,995.00	9/16/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$211,898.63	
9/27/2022	34		FLAT	0	0.0	\$18,995.00	10/20/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$230,893.63	
10/26/2022	29		FLAT	0	0.0	\$18,995.00	11/18/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$249,888.63	
11/28/2022	33		FLAT	0	0.0	\$19,355.00	12/21/2022	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$269,243.63	
12/27/2022	29		FLAT	0	0.0	\$18,995.00	1/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$288,238.63	
1/27/2023	31		FLAT	0	0.0	\$18,983.60	2/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$307,222.23	
2/27/2023	28		FLAT	0	0.0	\$18,983.60	3/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$326,205.83	
3/24/2023	28		FLAT	0	0.0	\$18,983.60	4/18/2023	\$0.00	\$0.00	\$98,378.62	\$0.00	3/22/23	\$246,810.81	
4/26/2023	33		FLAT	0	0.0	\$18,983.60	5/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$265,794.41	
5/24/2023	34		FLAT	0	0.0	\$18,983.60	6/16/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$284,778.01	
6/26/2023	35		FLAT	0	0.0	\$18,983.60	7/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$303,761.61	
7/28/2023	31		FLAT	0	0.0	\$19,067.18	8/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$322,828.79	
8/24/2023	28		FLAT	0	0.0	\$19,067.18	8/22/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$341,895.97	
9/27/2023	34		FLAT	0	0.0	\$19,067.18	10/20/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$360,963.15	
10/25/2023	28		FLAT	0	0.0	\$19,006.39	11/17/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$379,969.54	
11/28/2023	34		FLAT	0	0.0	\$19,006.39	12/21/2023	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$398,975.93	
12/27/2023	29		FLAT	0	0.0	\$19,006.39	1/19/2024	\$0.00	\$0.00	\$57,640.00	\$0.00	12/21/23	\$360,342.32	
1/26/2024	30		FLAT	0	0.0	\$19,067.18	2/20/2024	\$0.00	\$0.00	\$7,205.00	\$0.00	1/18/24	\$372,204.50	