



VIA E-FILING

March 21, 2025

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

**Re: Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Section 1102 of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets of Breyer Master Association, Breyer Court Condominium Association, Breyer Woods Condominium Association, One Breyer Estates Condominium Association, and Salus University
Docket No. A-2025-_____**

Dear Secretary Chiavetta:

Enclosed please find Aqua Pennsylvania Wastewater, Inc.'s ("Aqua") Application pursuant to Section 1102 of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets of Breyer Master Association, Breyer Court Condominium Association, Breyer Woods Condominium Association, One Breyer Estates Condominium Association, and Salus University situated within a portion of Cheltenham Township, Montgomery County, Pennsylvania, and the right of Aqua to begin to offer, render, furnish and supply wastewater service to the public in a portion of Cheltenham Township, Montgomery County, Pennsylvania, *nunc pro tunc*.

The Application includes **CONFIDENTIAL** information being filed under separate mailing with the Secretary's Bureau.

The \$350.00 filing fee is being paid electronically. Please enter my appearance for Aqua in this matter. If you have any questions regarding this filing, please contact me at 610-645-1130, or by email at astahl@aquaamerica.com.

Sincerely,


Alexander R. Stahl
Regulatory Counsel

cc: Certificate of Service (w/encl.)

Enclosures

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In re: Application of Aqua Pennsylvania : Docket No. A-2025-
Wastewater, Inc. (hereinafter referred to as :
“Aqua”) Pursuant to Section 1102 of the :
Public Utility Code, for approval of: :**

**(1) the acquisition by Aqua of the :
wastewater system assets of Breyer Master :
Association, Breyer Court Condominium :
Association, Breyer Woods Condominium :
Association, One Breyer Estates :
Condominium Association, and Salus :
University situated within a portion of :
Cheltenham Township, Montgomery :
County, Pennsylvania; and**

**(2) the right of Aqua to begin to offer, :
render, furnish and supply wastewater :
service to the public in a portion of :
Cheltenham Township, Montgomery :
County, Pennsylvania, *nunc pro tunc*.**

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

I. BACKGROUND

1. The names and addresses of the Applicant are:

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

2. The name, address and contact information for Applicant’s counsel are:

Alexander R. Stahl, Esq.
Aqua Pennsylvania Wastewater, Inc.
762 West Lancaster Ave.
Bryn Mawr, PA 19010
Tel: 610-645-1130
Email: astahl@aquaamerica.com

3. Pursuant to Section 1102 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102, Applicant hereby requests that the Commission approve: (1) Aqua’s acquisition of the wastewater system assets (“Assets”) of Breyer Master Association (“Breyer Master”), Breyer Court Condominium Association (“Breyer Court”), Breyer Woods Condominium Association (“Breyer Woods”), One Breyer Estates Condominium Association (“One Breyer”), and Salus University (“Salus”) in Cheltenham Township, Montgomery County, Pennsylvania (the “System”); and (2) the right of Aqua to begin providing wastewater service in the areas outlined in the dotted line on the map attached hereto as **Exhibit A**, (the “Requested Territory”), *nunc pro tunc*. The Requested Territory is already within Aqua’s certificated service territory.

4. The map of the Requested Territory includes a north arrow depicting map orientation, a graphic scale, the municipal boundaries of Cheltenham Township and identification and depiction of all private and public roads relative to the Requested Territory.

5. Aqua and Sellers have reached an agreement regarding the acquisition of the Assets of Sellers, as evidenced by the Asset Purchase Agreement, attached hereto as **Exhibit B** (“Agreement”). Aqua respectfully requests that the Commission issue an *Order and Certificates of Public Convenience* approving the items requested in this Application.

6. Aqua had previously acquired the wastewater system assets of Cheltenham Township in 2019.² Since that time, Aqua has been operating the Cheltenham Township system in accordance with the Commission’s regulations. Aqua did not acquire the Sellers’ system through the transaction that resulted in the Cheltenham Order as Cheltenham Township did not

¹ Breyer Master, Breyer Court, Breyer Woods, and One Breyer together shall be referred to as the “Associations” and the Associations together with Salus shall be referred to as “Sellers”.

² See *Application of Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 1102, 1329, and 507 of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets of the Township of Cheltenham*, Docket No. A-2019-3008491, Order Entered (Nov. 5, 2019). (hereinafter Aqua’s application to acquire the Cheltenham assets shall be referred to as “Cheltenham Application” and the Commission’s Order of November 5, 2019 resulting from the Cheltenham Application shall be referred to as the “Cheltenham Order”)

own the System, and therefore it was neither included in the engineering assessment of assets or valued in the utility valuation experts' fair market value appraisals. However, the area as noted in the Requested Territory, was included in Aqua's requested territory in Aqua's Cheltenham Application. Aqua has been receiving wastewater flows from the System and conveying the wastewater flows to the City of Philadelphia Water Department's ("PWD") northeast water pollution control plant ("NEWPCP"). Aqua currently bills customers of the System at the Cheltenham Rate Zone 1 wastewater rate in Aqua's tariff. Through this Application Aqua is seeking approval to acquire the wastewater mains, pump station and associated appurtenances serving the customers of the System and to clear up any uncertainty regarding Aqua's certificated territory. As such, to the extent necessary, Aqua seeks approval *nunc pro tunc* of its request to provide service in the Requested Territory.

7. An **Application Exhibit List** identifying exhibits referenced in the Application is included with this Application.

II. TRANSACTING ENTITIES

8. Aqua is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. Aqua furnishes wastewater service to approximately 62,000 customers in Pennsylvania, as reflected in documents already on file with the Commission. Aqua's existing service territory covers various Counties throughout Pennsylvania, including Cheltenham Township in Montgomery County, Pennsylvania.

9. The Associations are Pennsylvania non-profit corporations organized and existing under the laws of the Commonwealth of Pennsylvania, and Salus is a non-profit charitable organization organized and existing under the laws of the Commonwealth of Pennsylvania. The

Sellers each owns and maintains a wastewater system and furnishes wastewater service to customers a portion of Cheltenham Township, Montgomery County, Pennsylvania.

10. Applicant incorporates into this Application other information on file with the Commission that establishes the fact that Aqua is qualified to provide adequate public wastewater service. Aqua will supplement this Application with all additional information the Commission may require. Financial Statements of Aqua for 2023 are attached hereto as **Exhibit C**.

III. PLANT ASSETS AND CUSTOMERS

11. Aqua will acquire all of the assets, properties and rights of the System that Sellers hold and use for wastewater service in Cheltenham Township as stated in Section 1 of the Agreement. The Assets to be acquired are further defined in Section 1.1 of the Agreement to include all pipes, pipelines, improvements, fixtures, rights-of-way, rights, uses, licenses and easements (“Acquired Assets”).

12. Details of the mains being acquired are as follows:

Mains	Material	Total Lineal Feet
8-inch	Ductile Iron	940
8-inch	PVC	737
8-inch	Terracotta	6,249
10-inch	Ductile Iron	210
10-inch	Terracotta	623
12-inch	Ductile Iron	756
	TOTAL:	9,515

The system also includes 69 manholes and two pump stations: Meetinghouse Road and Black Cherry Circle.

13. After closing, Aqua will perform an original cost study to determine the original cost and accumulated depreciation for the System plant-in-service. Tentative journal entries to record the transaction are presented in Section IV.

14. The System provides wastewater service to approximately to a total of 223 customers, which includes 219 residential and 4 commercial customers, in Cheltenham Township, Montgomery County. Customers are billed on a metered basis as described in Section V.

15. Public water service is provided in the Requested Territory by Aqua Pennsylvania, Inc.

16. The collection facilities being acquired are adequate to meet current customer needs. No growth in the Requested Territory is expected.

IV. ASSETS PURCHASE AGREEMENT

17. The Assets Purchase Agreement is dated May 29, 2024. The purchase price is Seventy-Five Thousand Dollars (\$75,000.00). The purchase price is based on arm's length negotiations. Aqua and Sellers are not affiliated with each other. Aqua will use cash on hand or established lines of credit arrangements to pay the purchase price for the Assets.

18. The Assets to be transferred are, as presented in Section III above, all of the assets, properties and rights of the System used for wastewater service in this portion of Cheltenham Township. The Assets include all collection mains, services, curb stops, pump stations, and manholes along with related appurtenances, supplies, equipment, and inventory. Aqua will be provided an easement from the Sellers in the form attached hereto as **Exhibit D**.

19. Aqua will acquire the assets free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever. All liabilities and obligations of Sellers shall remain their sole responsibility.

20. Excluded assets, listed in Section 1.3 of the Agreement, include customer service lines, grinder pumps, internal piping of customer structures, and Sellers' cash on hand.

21. The tentative journal entries to record the transfer in Aqua’s accounts consist of the following:

	Debit	Credit
Utility Plant Purchased	\$75,000	
Cash		\$75,000

V. RATES

22. After Closing, Aqua will continue to charge Aqua’s Rate Zone 1 rates, as amended from time to time, to be billed on a monthly basis. Aqua’s current Rate Zone 1 rates for a residential customer with a 5/8-inch water meter include a Customer Charge of \$49.41 and a Consumption Charge of \$13.419 per 1,000 gallons of water usage. Aqua’s existing tariff pages for Rate Zone 1 are attached hereto as **Exhibit E**.

23. Upon Commission approval of this Application and completion of the proposed transaction, Aqua will continue to provide wastewater service in its name to the customers in the Requested Territory. It will continue to implement its *Tariff Rules and Regulations* to govern the provision of wastewater service in the Requested Territory, as those *Rules and Regulations* are in effect from time to time for Aqua.

VI. COST OF SERVICE

24. Annual revenue from these customers in 2024 was \$248,768.

25. Aqua’s current annual operating and maintenance expenses for the entire Cheltenham system is \$2,711,775 for 2023. The O&M estimate is exclusive of depreciation. The Company does not expect a material increase in O&M costs through the purchase of the Assets.

26. There are no Pennsylvania Infrastructure Investment Authority (“PENNVEST”) grants/loans on the wastewater plant being acquired. The wastewater plant being acquired is not used as collateral to secure any outstanding debt obligations of the Sellers.

VII. PROOF OF COMPLIANCE

27. Aqua will operate and manage the wastewater system as part of the Cheltenham system from its Southeastern Division Office in Bryn Mawr, PA. The System is currently interconnected with Aqua’s Cheltenham system. Mr. Michael Estock will be the assigned Certified Wastewater Operator for the System. Mr. Estock’s currently effective Wastewater Operator’s License is attached hereto as **Exhibit F**.

28. Aqua has an existing operational presence and wastewater professionals in the area. Aqua provides wastewater service to approximately 10,000 customers in the Cheltenham system in Montgomery County. The acquisition will clean up uncertainty regarding ownership of assets and service territory, and will easily fold into Aqua’s existing wastewater operations.

29. The Requested Territory is already zoned, and has been developed, for residential single family, multifamily, retail, and institutional uses use as shown on the land use map from the Cheltenham Township Comprehensive Plan available at <https://www.cheltenhamtownship.org/pview.aspx?id=3244&catid=26#gsc.tab=0>, and is attached hereto as **Exhibit G1**. In addition, the area is already noted as having existing sewer as shown in the map from the Montgomery County Comprehensive Plan available at <https://www.montgomerycountypa.gov/1579/Montco-2040-Comprehensive-Plan>, and is attached hereto as **Exhibit G2**.

30. There are no Pennsylvania Department of Environmental Protection (“DEP”) consent orders for the Cheltenham system. The Cheltenham system is under a Corrective Action Plan. Water Quality Management (“WQM”) Permits for the system are attached hereto as **Exhibit H**.

31. Aqua is not anticipating any physical, operational or managerial changes to Aqua after closing.

32. A copy of the Company’s most recent Chapter 94 report for the Cheltenham system is attached hereto as **Exhibit I**.

VIII. AFFECTED PERSONS

33. No corporation or entity 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. Jenkintown Borough and Abington Township are the only wastewater service providers that provide wastewater service abutting or within one mile of the Requested Territory.

IX. REASONS SUPPORTING THE INSTANT APPLICATION

34. Approval of this Application is necessary or proper for the following reasons:

a. Aqua has the technical, regulatory, financial and legal fitness to operate the Assets of the Sellers used to provide public wastewater service in Cheltenham Township and to maintain the operations and make improvements to meet continuing and future customer needs. The proposed transaction will not have an adverse effect on the service provided to existing customers of Aqua;

b. Sellers have agreed to sell its Assets used to provide public wastewater service in Cheltenham Township. The public interest and need will be served by allowing Aqua to provide wastewater service in the Requested Territory and to address the issues of

regulatory requirements and capital expenditures. The acquisition will clean up historical uncertainty regarding service territory; and

c. Expansion of Aqua's service territory, upon completion of the proposed transaction, will further the benefits of regionalization and economies of scale.

X. APPROVAL OF CONTRACTS BETWEEN AQUA AND SELLERS

35. Aqua requests the Commission approve and issue Certificates of Filing, to the extent necessary for the APA between Aqua and Sellers, included in this Application as Exhibit B.

XI. CONCLUSION

WHEREFORE, Aqua Pennsylvania Wastewater, Inc. requests that the Pennsylvania Public Utility Commission approve this Application by entering an *Order*:

a. Issuing *Certificates of Public Convenience* under Section 1102 of the Pennsylvania Public Utility Code:

(1) Authorizing Aqua to acquire, by purchase, the wastewater system assets of Breyer Master Association, Breyer Court Condominium Association, Breyer Woods Condominium Association, One Breyer Estates Condominium Association, and Salus University in Cheltenham Township, Montgomery County, Pennsylvania;

(2) Authorizing Aqua to begin to offer, render, furnish and supply wastewater service to the public in the Requested Territory covered by this Application.

b. Authorizing Aqua to:

(1) Include within its territory all the Requested Territory covered by this Application;

(2) Adopt and apply within the Requested Territory Aqua's Rate Zone 1 rates as set forth in this Application as Aqua's Base Rates within the Requested Territory; and

(3) Apply Aqua's *Rules and Regulations* within the Requested Territory.


c. Approving contracts between Aqua and Sellers.

d. Issuing such other approvals, certificates, registrations and relief, if any, under the Public Utility Code that may be required with respect to Aqua's acquisition of the wastewater system assets of the Sellers.

Respectfully submitted,

AQUA PENNSYLVANIA WASTEWATER, INC.

By



Alexander R. Stahl
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Counsel for Aqua Pennsylvania Wastewater, Inc.

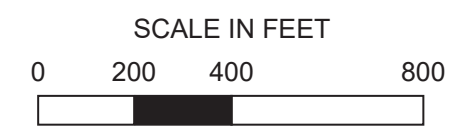
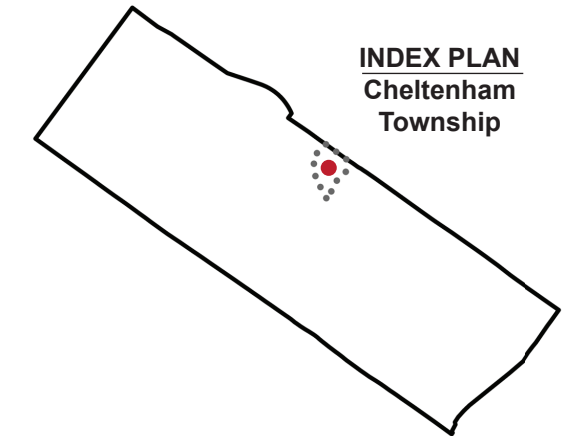
Dated: March 21, 2025

LIST OF EXHIBITS

<u>Description</u>	<u>Exhibit</u>
Map of the Requested Territory	A
Asset Purchase Agreement	B
Aqua 2023 Financial Statements	C
Form of Sewer Easement Agreement	D
Aqua Existing Rate Zone 1 Tariff Page	E
Aqua Wastewater Operator’s License	F
Cheltenham Township Comprehensive Plan Map.....	G1
Montgomery County Comprehensive Plan Map	G2
Water Quality Management Permits.....	H
Aqua 2024 Chapter 94 Report – Cheltenham Township	I

Exhibit A

Map of the Requested Territory



Note
 Features in this plan including existing infrastructure and parcel shapefiles, obtained from <http://www.pasda.psu.edu/> and Montgomery County GIS, and Aqua Pennsylvania.

5.		
4.		
3.		
2.		
1.		
REV.	DATE	DESCRIPTION

**Breyer Master
 Proposed Service Territory**
 Cheltenham Township, Montgomery County, Pennsylvania

DATE: 1/17/25 SCALE: 1" = 400 ft EXHIBIT **A**

Exhibit B

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

Between

**BREYER MASTER ASSOCIATION
BREYER COURT CONDOMINIUM ASSOCIATION, INC.
BREYER WOODS CONDOMINIUM ASSOCIATION
ONE BREYER ESTATES CONDOMINIUM ASSOCIATION
SALUS UNIVERSITY**

And

AQUA PENNSYLVANIA WASTEWATER, INC.

Dated: May 29, 2024

ASSETS PURCHASE AGREEMENT

THIS ASSETS PURCHASE AGREEMENT, dated May 29, 2024, by and between **Breyer Master Association**, a Pennsylvania non-profit corporation having an address of 100 Breyer Drive, Elkins Park, PA 19027, **Breyer Court Condominium Association**, a Pennsylvania non-profit corporation having an address of 1 Breyer Court, Elkins Park, PA 19027, **Breyer Woods Condominium Association**, a Pennsylvania non-profit corporation having an address of 200 Breyer Drive, Elkins Park, PA 19027, **One Breyer Estates Condominium Association**, a Pennsylvania non-profit corporation having an address of 100 Breyer Drive, Elkins Park, PA 19027, **Salus University (formerly known as the Pennsylvania College of Optometry)**, a non-profit charitable organization having an address of 8360 Old York Road, Elkins Park, PA 19027 (hereinafter collectively referred to as “**Seller**”), and **Aqua Pennsylvania Wastewater, Inc.**, a Pennsylvania corporation, with a business address located at 762 W. Lancaster Avenue, Bryn Mawr, PA 19010 (hereinafter referred to as “**Aqua**” or “**Buyer**”).

RECITALS

A. Seller owns, maintains and operates a wastewater collection and conveyance system (the “**System**”) that provides wastewater service to customers within a certain area known as the Breyer tract, located in Cheltenham Township, Montgomery County, Pennsylvania (the “**Service Territory**”). Residential customers within the Service Territory reside in condominium communities as defined in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §§ 3101 to 3414, and the nonprofit charitable organization, Salus University, is a Pennsylvania Nonprofit Corporation, as defined in the Pennsylvania Nonprofit Corporation Law of 1972, 15 Pa.C.S.A. § 7301 et seq.

B. Aqua is a regulated public utility that furnishes wastewater service to the public in various areas throughout Pennsylvania, including Cheltenham Township.

C. Seller desires to sell, and Aqua desires to purchase, the assets, property interests, and rights of Seller owned and used in connection with Seller’s System (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 ASSETS

Subject to the terms and conditions hereinafter set forth, Aqua shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Aqua at Closing (hereinafter defined), the Assets.

The Assets are herein defined to be: all of the assets, properties and rights of Seller (whether tangible, real, personal or mixed), which are held and used in connection with the System located in the area depicted on **Schedule 1** and referred to herein as the “**Service Territory**”.

The Assets are to be sold free and clear of all mortgages, liens, pledges, security interest, charges, claims, restrictions and encumbrances of any nature whatsoever.

This Agreement shall be effective on the later of the date signed by Buyer or the date signed by Seller (the “**Effective Date**”).

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, storage tanks, manholes, 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 System;
- (b) all machinery, equipment, tools, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller or in which Seller has an interest;
- (c) all supplies and inventories relating to the System;
- (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 System;
- (e) all rights and choses in action of Seller arising out of occurrences before or after the Closing relating to the System;
- (f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the System .

1.3 Excluded Assets

The Assets shall not include any of the following:

- (a) Any and all Customer Service Lines and Customer Grinder Pumps;
- (b) Any and all piping and fixtures internal to each individual customer’s structure (whether residential, commercial, industrial or other types);
- (c) Seller’s cash on hand and account receivables up to the date of Closing; and
- (d) For the purposes of this Agreement the following definitions shall apply:
 - a. Customer Grinder Pump: Any mechanical or powered device used to grind,

macerate, or fluidize waste so that it can be discharged into the Seller's treatment 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 customers shall be responsible for all power to operate the device in accordance with the manufacturer's specifications and guidelines.

- b. Customer Service Line: The connecting facilities from the Seller's sewage supply lines or mains at the curb-line or edge-of-road and within the customer's premises.

1.4 Consideration

The purchase price ("**Purchase Price**") for the Assets shall be **Seventy Five Thousand U.S. Dollars (\$75,000.00)** to be paid by Aqua to Seller at Closing.

1.5 Contractual Rights and Obligations

With the exception of the contracts listed on Schedule 1.5, Aqua 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.

1.6 Non-Assumption of Liabilities

Except as set forth in Section 1.5 above and on Schedule 1.5 all liabilities and obligations of Seller shall remain the sole responsibility of Seller. Aqua 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, known or unknown at the time of Closing, including without limitation, (i) liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan, (ii) any obligations to receive, treat or dispose of sewage sludge from third party haulers or (iii) any obligations or liabilities imposed on Seller under any Corrective Action Plan ("**CAP**") ordered by the Commonwealth of Pennsylvania, Department of Environmental Protection ("**DEP**"), including any CAP or Consent Order and Agreement ("**COA**") by and between Seller and DEP.

2. CLOSING

Subject to the provisions of Articles 4 and 5 below, closing hereunder ("**Closing**") shall take place by mail or at the offices of Aqua located at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania, or other mutually agreed upon location, commencing at 10:00 A.M. local time within sixty (60) days after the receipt of final regulatory approvals (if necessary), including without limitation those described in Article 5 below, unless otherwise agreed by the parties. 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 shall not have occurred by the second (2nd) anniversary of the Effective Date, this Agreement shall be void unless this Agreement was recorded in accordance with Section 5.1(f) below prior to such date.

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 Aqua all title, assets, properties and rights to the Assets pursuant to all documents prepared by Aqua, including, without limitation, the following:

- (i) *Deeds or easements*, where applicable, for each fee parcel wherein any treatment facilities or pump stations are situated;
- (ii) A *Bill of Sale and Assignment*, and other instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Aqua and its Counsel, as shall be necessary and effective to transfer and assign to, and vest in Aqua good and marketable title to the Assets;
- (iii) *Easements* (via an assignment or grant), in a form reasonably satisfactory to Aqua and its Counsel, for any easement Aqua requires to utilize, maintain, repair and replace any Assets or facilities located outside of any fee parcels to be conveyed and/or publicly dedicated roadways, and to provide Aqua with access to and the use of the System;
- (iv) *Assignment* of the contracts listed on **Schedule 1.5**;
- (v) *Releases* of liens or satisfaction pieces for all mortgages and liens affecting the Assets or other proofs reasonably required by: (A) Aqua to establish clear title to the Assets, or (B) Aqua's title agent to remove such liens and mortgages as exceptions to Aqua's title insurance policy;
- (vi) UCC-3 termination statement for all security interests in the Assets;
- (vii) A certificate, in form and substance satisfactory to Aqua, executed by each third party to any agreement listed on **Schedule 1.5** confirming that all representations and warranties of the parties to such contract are true and correct, and that there is no defense, counterclaim or asserted set off by each party under the agreement, and that the parties 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 Aqua, such consent;
- (viii) Keys to any and all buildings and gates, necessary for Buyer to operate the System;
- (ix) Resolutions of Seller required under **Section 6.1(k)** below and Secretary's certificate certifying the authenticity of same;
- (x) Copies of, or the originals as appropriate, of all plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of the System or necessary for the operation of the System; and

and simultaneously with such delivery, all such steps shall be taken as may be required to put Aqua in actual possession and operating control of the Assets, to include transfer of any existing permits at Closing.

- (b) Seller shall deliver to Aqua, the agreements, opinions, certificates and other documents and instruments referred to in **Articles 2, 3 and 5** hereof.

2.2 Transfer of Utilities

Seller and Aqua will cooperate to transfer utility service, including, but not limited to 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 Aqua as of the Closing Date, the bills shall be pro-rated as of the Closing Date.

2.3 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.

2.4 Further Assurances

Seller, from time to time after the Closing, at Aqua's request, and without compensation, will execute, acknowledge and deliver to Aqua 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 Aqua may reasonably require in order to vest in Aqua, and/or to place Aqua 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

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

- (a) The wastewater business of Seller shall be conducted solely in the ordinary course consistent with past practice.
- (b) Seller, at Seller's cost, 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 wastewater business.
- (e) Seller will promptly advise Aqua 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 advise Aqua 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 Aqua, 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. 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 Aqua with such financial and other reports of its business as Aqua may reasonably request.
- (j) Seller will give to Aqua, 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, plans, maps, 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 Aqua 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 Aqua prior to the initiation, development or execution of any plans for expansion of, or improvements to, the Assets.
- (l) Seller will cooperate with Aqua to send any customer notices that in Aqua's judgment are necessary or desirable in connection with the transactions contemplated herein.
- (m) Within ten (10) business days of the Effective Date Seller shall deliver to Buyer copies of (A) all deeds and easements in the name of Seller for each fee parcel wherein any treatment facilities and pump stations are situated; and (B) easements in the name of Seller for Assets located outside of any fee parcels to be conveyed to Buyer or publicly dedicated roadways; and (C) a written explanation of which real property assets (including location of same) pertain to each deed and easement.

4. COVENANTS AND ACKNOWLEDGMENTS

4.1 Affirmative Covenants

- (a) Aqua and Seller shall be responsible for their respective legal fees and other expenses incurred in connection with this transaction.
- (b) Aqua shall have no obligation following Closing to receive, treat or dispose of sewage sludge from third party haulers.
- (c) The provisions of this Agreement shall survive the effective time of Closing.

- (d) Buyer and Seller acknowledge and agree that there is no affiliation between Buyer and Seller and that all negotiations for the purchase and sale of the Assets were conducted at arms length.
 - (e) Seller will advise Buyer 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 Buyer, 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.
- 4.2 Negative Covenants. Except as otherwise contemplated by this Agreement, pending and prior to the Closing, Seller shall not without the prior written approval of Buyer do or agree to do any of the following in connection with Seller's operation of the Assets:
- (a) Dispositions. Sell, assign, lease or otherwise transfer or dispose of any Assets;
 - (b) Contracts. Enter into any contracts, leases, commitments, understandings, licenses, or other agreements relating to the Assets or incur any obligation or liability (contingent or absolute) relating exclusively to the Assets;
 - (c) Material Adverse Actions. Do or omit to do any act (or permit such action or omission) that would be reasonably expected to have a material adverse effect on the Assets;
 - (d) Actions Affecting Licenses, Other Authorizations. Take any action that would be reasonably expected to jeopardize the validity or enforceability of, or rights under, the permits required for the operation of the System;
 - (e) Encumbrances. Mortgage, pledge or subject any of the Assets; and
 - (f) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

5. **CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS**

5.1 Closing of the transaction shall be contingent upon the following:

- (a) Seller shall comply with its obligations hereunder, and provide a *Bring-Down Certificate* at Closing, certifying that the representations herein are true and accurate as of Closing.
- (b) Aqua shall be satisfied with the overall operational functionality of the System, including, without limitation, any improvements, repairs or changes that DEP or other governmental

agency has ordered or required to be made to the System or does order or require prior to Closing.

- (c) Aqua shall be satisfied with its review of the real estate and the quality of title to be conveyed to Aqua from Seller to the real estate on which Assets are located.
- (d) 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.
- (e) Seller shall have furnished Aqua with certified copies of all proceedings of Seller, including signed and certified copies of: (i) the minutes of meetings or an executed unanimous consent whereby the transaction hereby contemplated was duly authorized, and (ii) appropriate resolutions and other document(s) authorizing the transactions hereby contemplated, as Aqua reasonably shall require.
- (f) In accordance with Section 3318(b) of the UCA, prior to the Closing, the Seller shall have filed, or delivered for recordation, this Agreement in Montgomery County, Pennsylvania (and financing statements in respect thereof shall have been filed, if necessary) to establish, preserve, perfect and protect the direct security interest of Aqua in the System and Seller shall have delivered satisfactory evidence of such filings, recording or delivery for recording to Aqua.
- (g) Aqua shall receive all required approvals from regulatory agencies, including the required approvals of the Pennsylvania Public Utility Commission (“PUC”), to enable Aqua to assume the ownership and operation of the Assets and to provide wastewater service to the Service Territory, and all reasonable costs relating thereto shall be paid by Aqua.
- (h) Aqua 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 PUC authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) Aqua to provide wastewater service to the residents in the Service Territory; (c) Seller to abandon service in such Service Territory and Aqua to assume the ownership and operation of the Assets and to provide wastewater service to the public in the Service Territory; 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 Aqua in its sole discretion and shall survive Closing. Aqua’s *Rules and Regulations* shall apply to any and all existing and future customers in the Service Territory that would receive service from Aqua through the Assets or any extensions thereof.
- (i) Seller shall support Aqua in obtaining all required approvals from regulatory agencies, including DEP and PUC. The PUC application shall include a request for a service territory as depicted on **Schedule 1**.

- (j) 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.
- (k) 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 Aqua in the exercise of its reasonable judgment.
- (l) Termination of any COA and any the CAP by and between Seller and DEP.
- (m) If applicable and if required by DEP or desired by Aqua, Aqua and DEP shall have entered a mutually agreeable CAP with DEP prior to Closing to replace any CAP or any COA between Seller and DEP, which new COA and/or CAP shall be acceptable to Aqua in Aqua's sole discretion.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 In making this instrument, Seller makes the following representations and warranties as of the date hereof and the Closing Date:

- (a) **Organization.** Each seller is duly organized, validly existing, solvent, and in good standing under the laws of the Commonwealth of Pennsylvania.
- (b) **Current Operations.** To Seller's knowledge, 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.
- (c) **Power and Authority; Due Authorization; Valid and Binding.** Seller has the full power and lawful authority to transfer to Aqua the rights, title and interest in and to the Assets and each Seller has complied with all legal requirements to enter into this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents, agreements and necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.
- (d) **No Approvals or Violations.** To Seller's knowledge, 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. To Seller's knowledge, 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.

- (e) Party to Decree. Seller is not a 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.
- (f) Defeasance. As of the Closing, (if applicable) the Seller's 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.
- (g) List of Assets. The assets listed in Section 1.1 and on **Schedule 1.1** constitute a true and complete list of the Assets.
- (h) Customer Records. The data contained in the customer records provided to Aqua is true and accurate.
- (i) Cooperation. Seller shall cooperate with Aqua and shall use reasonable efforts to help Aqua collect or enforce any rights assigned to Aqua under this Agreement.
- (j) Taxes. Seller has paid, or will arrange for the full payment of, all taxes owed by Seller on account of the operation of the Assets up to and through Closing. All federal, state and local tax returns, reports and statements (including all income, unemployment compensation, social security, payroll, sales and use, excise, privilege, property, ad valorem, franchise, license, school and other taxes owed or assessed under the laws of the United States or any state or municipal or political subdivision thereof required to be filed by Seller (the "Tax Returns") have been filed with the appropriate governmental agencies in all jurisdictions in which returns, reports or statements are required to be filed, and all filed returns, reports and statements properly reflect the tax liabilities of Seller for the periods, properties or events covered thereby. All federal, state and local taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions, including those enumerated above in respect of the Tax Returns, that are called for by the Tax Returns, or claimed to be due by any taxing authority from Seller, or upon or measured by the properties, assets or income of Seller, have been properly paid.
- (k) Authorization. The Sellers will hold any and all meetings of Sellers' boards of directors and will enact resolutions authorizing the sale of the Assets, ratifying this Agreement, and authorizing an officer or officers of Seller to sign the documents listed under **Section 2.1(a)** above and any other required Closing documents. Seller shall cause (1) any required notices to be served and (2) meetings to be called, to the fullest extent required under Sellers' charter, by-laws and applicable Pennsylvania law in order to sell, convey, grant or assign the Assets, including, without limitation, the Deeds and Easements contemplated under **Section 2.1(a)** above. Duplicate originals of all such notices, approvals and consents shall be provided to Aqua no less

than sixty (60) days prior to Closing.

6.2 Seller hereby represents and warrants to Aqua as follows:

- (a) Undisclosed Liabilities. Other than as disclosed on Schedule 6.2 hereof, 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.
- (b) Condition of Assets. To Seller's knowledge, all the tangible property included in the Seller's Assets are in good operating condition and repair (other than the Meetinghouse pump station), 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.
- (c) Contracts and Permits. 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 Seller is in compliance in all material respects, and any other parties thereto are in compliance in all material respects to Seller's knowledge, 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 to Seller's knowledge, which with or without the giving of notice or lapse of time, or both, would constitute a default there under.
- (d) 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.
- (e) 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.
- (f) Pending Litigation. There are no pending claims, actions, to Seller's knowledge investigations, or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.
- (g) Threatened Litigation. There are no threatened claims, actions, to Seller's knowledge 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.

- (h) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any main extension agreement or sewer capacity agreement, customer deposit agreement or similar agreement with respect to the Assets.
- (i) 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. Seller will cooperate in the transfer of utility service in accordance with Section 2.3 above.
- (j) 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 that is related to the Assets; or 2) canceled, modified or waived any debts or claims held by it related to the Assets; or 3) waived any rights of substantial value related to the Assets.
- (k) 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.
- (l) 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 in any material way to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of the Assets and properties or to the conduct of its business.
- (m) Insurance. Seller, except for Breyer Court and Breyer Estates, has in place certain commercially reasonable policies of insurance that cover the assets of the System and will maintain through the date on which Closing is held such policies of insurance.
- (n) No liens. There are no liens, encumbrances or security interests against the Assets that will not be paid off or released by Seller at Closing.

6.3 Environmental: Seller hereby represents and warrants to and with Aqua as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To Seller's knowledge, Seller has been and is in compliance with in all material respects: (i) all laws and regulations pertaining to the Assets and (ii) all Environmental Laws (as hereinafter defined).
- (b) Adequacy of Permits. To Seller's knowledge, Seller has obtained and continues to

possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws to operate the System, has filed such timely and complete renewal applications as may be required prior to the Closing Date related to operation of the System, and also has complied with all reporting and record keeping requirements under the Environmental Laws. If Seller is missing any required permit, Seller shall obtain said permit prior to Closing.

- (c) Environmental Conditions. To Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which: (1) may impede or prevent continued compliance with the Environmental Laws, (2) required or requires abatement or correction under an Environmental Law, (3) has given or may give rise to any civil or criminal liability under an Environmental Law, or (4) 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.
- (d) Compliance with Decrees. To Seller's knowledge, 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.
- (e) Seller is not a party to any CAP or COA.

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 ("ARA"), 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.), the Pennsylvania Sewage Facilities Act (35 P.S. §750.1 et seq., and the Pennsylvania Clean Streams Law (35 P.S. §§691.1-691.1001). 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.

6.4 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 Aqua 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.

6.5 Documents Produced

Seller will deliver at Closing to Aqua 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 AQUA

Aqua hereby represents and warrants to Seller as follows:

- (a) Organization. Aqua is a corporation duly organized and validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- (b) Power and Authority; Due Authorization; Valid and Binding. Aqua 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 related documents, agreements and necessary proceedings. This Agreement constitutes the valid and binding obligations of Aqua.
- (c) Financial Wherewithal. Aqua 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) Pending Litigation. There are no pending claims, actions, to Buyer's knowledge investigations, or legal or administrative proceedings that would have a material adverse effect on the Buyer's ability to consummate the transactions contemplated by this Agreement.
- (f) Threatened Litigation. To Buyer's knowledge, there are no threatened claims, actions, investigations, or legal or administrative proceedings regarding the Buyer's ability to consummate the transactions contemplated by this Agreement nor does Buyer know of any basis for any such claim, action or proceeding.
- (g) Compliance with Law. To Buyer's knowledge, Buyer is not in any material violation of any applicable 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 the Assets or to the conduct of its business.
- (h) Independent Investigation. Buyer acknowledges that it has conducted an independent investigation of the financial condition, Assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of the Seller

expressly contained in section 6 of this Agreement.

8. **INDEMNIFICATION**

Seller hereby acknowledges that, following the effective time of Closing, Aqua shall be responsible for the provision of wastewater service to the customers of Seller. Other than the future provision of wastewater service, Aqua does not and shall not assume or incur any liability or obligation of Seller of any nature whatsoever, express or implied, fixed or contingent, known or unknown. Seller shall reimburse, indemnify and hold harmless Aqua and its officers, employees and agents from and against all liabilities damages, losses, actions, audits, deficiencies, claims, fines, costs, expenses and obligations of Seller and from and against any and all claims, actions, judgments and fines arising from or related to: 1) any misrepresentation or breach of warranty by Seller under this Agreement; 2) the Seller's Assets to the extent such claims, liabilities, obligations, actions, etc., involve activities or events that occurred or originated prior to the effective time of Closing other than normal wear and tear, 3) the provision of wastewater service by Seller for the period prior to the date of Closing; 4) 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 Aqua in writing prior to Closing; and/or 5) the enforcement of this **Section 8**. Buyer is entitled to indemnification pursuant to this Section 8 (other than for an intentional breach of any agreement or covenant contained in this Agreement) to the extent the aggregate amount of Losses incurred by the Buyer under this Agreement exceeds \$15,000 (the "**Threshold Amount**"), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; except that the foregoing limitations shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct by Seller. Except in the case of fraud, intentional misrepresentation or willful misconduct by Seller (for which all applicable legal and equitable remedies will be available to Buyer), Buyer shall only be entitled to assert claims under this Section 8 up to the aggregate amount of \$150,000 (the "**Liability Cap**"), which shall represent the sole and exclusive remedy of Buyer for any such claims under this Section 8 (other than claims with respect to fraud, intentional misrepresentation or willful misconduct by Seller which shall not be subject to the Liability Cap).

9. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations and warranties contained in this Agreement shall survive for twelve (12) months following the Closing; except that: (A) representations and warranties of the Seller specified in section 6.1(a) (Organization), 6.1(b) (Current Operations), and 6.1(c) (Power and Authority; etc.), shall survive the Closing indefinitely or until the latest date permitted by applicable law; the (B) representations and warranties of the Seller specified in section 6.3 (Environmental) shall survive Closing until the expiration of the applicable statute of limitations; (C) representations and warranties of the Buyer specified in section 7(a) (Organization) and 7(b) (Power and Authority; etc.) shall survive the Closing indefinitely or until the latest date permitted by applicable law. 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 Aqua.

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 nationally recognized overnight courier, as follows:

in the case of the Buyer:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Marc A. Lucca, President
malucca@aquaaamerica.com

with a copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Frances P. Orth, Vice President and Senior Managing Counsel
fporth@aquaaamerica.com

in the case of the Seller:

Breyer Master Association
Spencer Lempert, Esquire, President
8 Breyer Court
Elkins Park, PA 19027
Slemp2952@gmail.com

With a copy to:

Donald Kates
Salus University Vice President of Finance
8360 Old York Road
Elkins Park, PA 19027
dkates@salus.edu

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 Commonwealth of Pennsylvania without giving effect to any conflicts of laws provisions.

10.6 No Third Party Beneficiaries

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. Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than Seller and Buyer, as the named parties hereunder, and no provision of this Agreement shall be enforceable by any other party.

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 Aqua's request, and without additional compensation, will execute, acknowledge and deliver to Aqua 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 Aqua may reasonably require in order to vest in Aqua, and/or to place Aqua 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 by facsimile, electronically or by exchange of documents in PDF format, and in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

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, Buyer at its option, prior to or at Closing may (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.

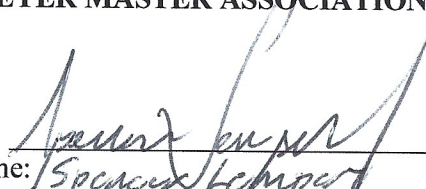
10.13 THIS AGREEMENT SHALL NOT BE BINDING ON AQUA UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF AQUA.

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

Signature page – Asset Purchase Agreement

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

BREYER MASTER ASSOCIATION

By: 
Name: Spencer Lempert
Its: President

BREYER COURT CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

BREYER WOODS CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Its: _____

ONE BREYER ESTATES CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Its: _____

Signature page – Asset Purchase Agreement

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

BREYER MASTER ASSOCIATION

By: _____
Name:
Its:

**BREYER COURT CONDOMINIUM
ASSOCIATION, INC.**

By: _____
Name: CHERYL ALDIN
Its: Pres. HOA

BREYER WOODS CONDOMINIUM ASSOCIATION

By: _____
Name:
Its:

**ONE BREYER ESTATES CONDOMINIUM
ASSOCIATION**

By: _____
Name:
Its:

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.

BREYER MASTER ASSOCIATION

By: _____
Name:
Its:

**BREYER COURT CONDOMINIUM
ASSOCIATION, INC.**

By: _____
Name:
Its:

BREYER WOODS CONDOMINIUM ASSOCIATION

By: *Marlene Perkins*
Name: *Marlene Perkins*
Its: *President*

**ONE BREYER ESTATES CONDOMINIUM
ASSOCIATION**

By: _____
Name:
Its:

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.

BREYER MASTER ASSOCIATION

By: _____
Name:
Its:


**BREYER COURT CONDOMINIUM
ASSOCIATION, INC.**

By: _____
Name:
Its:

BREYER WOODS CONDOMINIUM ASSOCIATION

By: _____
Name:
Its:

**ONE BREYER ESTATES CONDOMINIUM
ASSOCIATION**

By: 
Name: Max L. Lieberman
Its: President

SALUS UNIVERSITY

By: Michael Mittelman
Name: Michael Mittelman OD, MPH, MBA
Its: President

AQUA PENNSYLVANIA WASTEWATER, INC.

By: _____
Marc A. Lucca, President

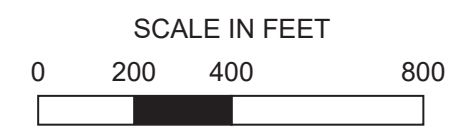
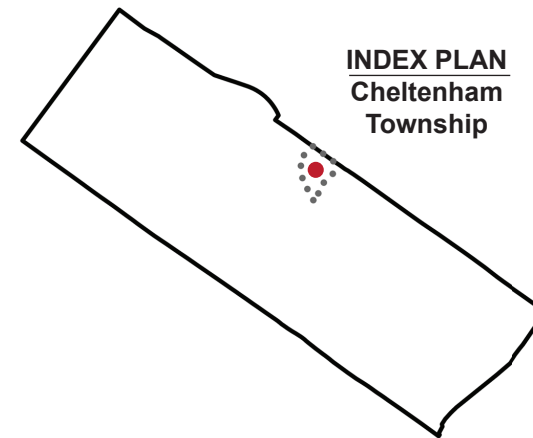
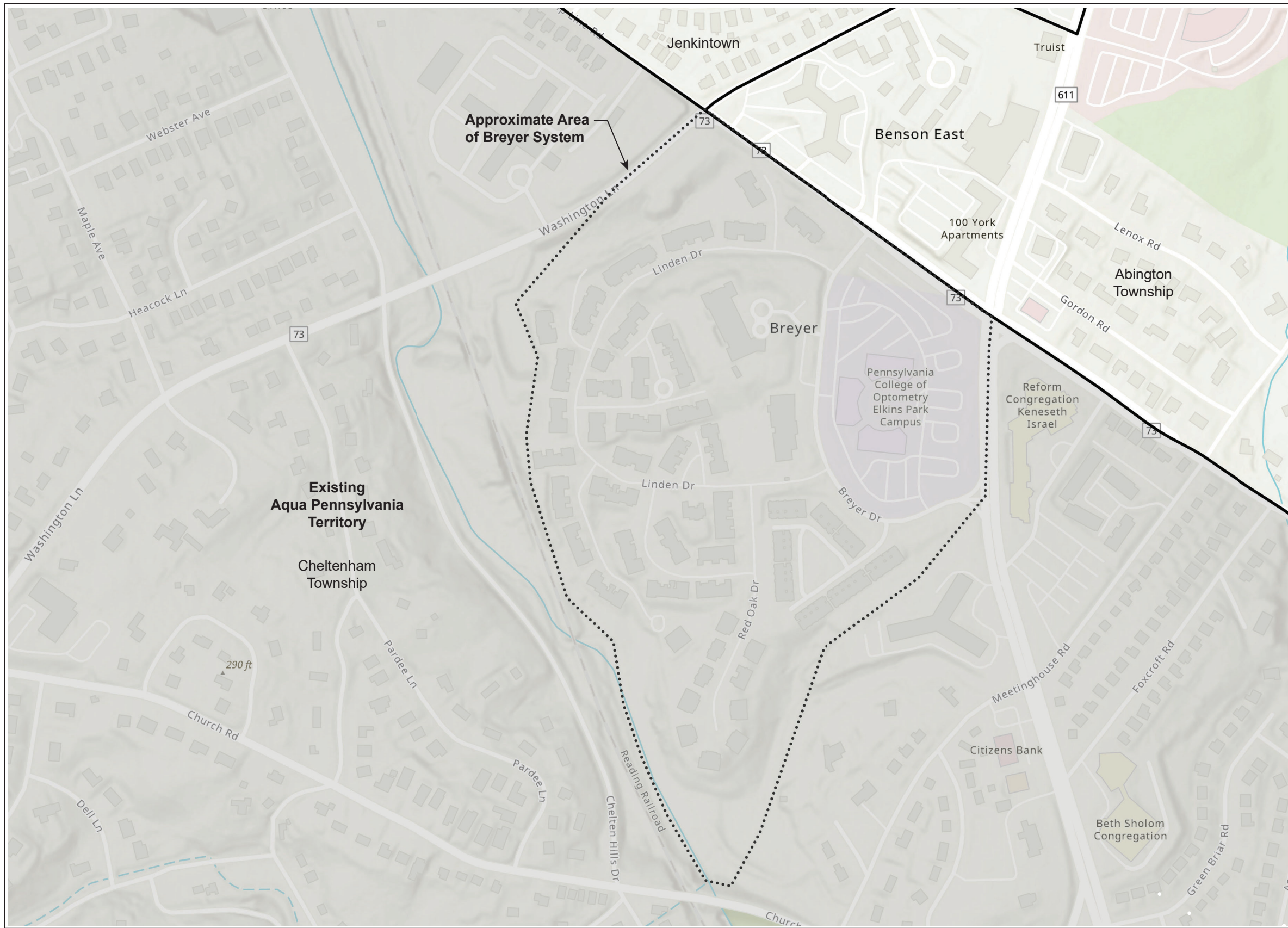
SALUS UNIVERSITY

By: _____
Name:
Its:

AQUA PENNSYLVANIA WASTEWATER, INC.

By:  _____
Marc A. Lucca, President

Schedule 1
Service Territory Map



Note

Features in this plan including existing infrastructure and parcel shapefiles, obtained from <http://www.pasda.psu.edu/> and Montgomery County GIS, and Aqua Pennsylvania.

REV.	DATE	DESCRIPTION
5.		
4.		
3.		
2.		
1.		

**Breyer Master
Proposed Service Territory**
Cheltenham Township, Montgomery County, Pennsylvania

DATE: 1/17/25 SCALE: 1" = 400 ft EXHIBIT **A**

Schedule 1.1
List of Assets

I. COLLECTION AND CONVEYANCE SYSTEM:

1. All wastewater collection and conveyance (gravity and/or force) mains and lines, and related appurtenances, including fittings, holding tanks, odor control stations, effluent discharge lines, and laterals (from mains to the curb line or edge-of-road).
2. Any and all pump stations (including electric and other utilities, if applicable), manholes, and other related appurtenances ancillary to the mains and lines referenced above.
3. Any and all valves, fittings, clean-outs, air release valves, blowers, manholes and other related appurtenances related to those facilities located in Seller's System.

II. REAL ESTATE

1. 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 Collection and Conveyance System.

III. 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** and **WQM** required permits;
3. Maps and/or Plans of the existing Assets in place at the time of Closing;
4. Keys to any and all buildings included as components of the Assets;
5. Copies 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
6. All machinery, equipment, inventory 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;
7. Fixtures, tangible personal property and equipment as existing on the aforesaid site as of the date of this Agreement; and
8. All Seller's meters, if any, associates with the collection, conveyance or treatment of wastewater.

Schedule 1.5
Assumed Contracts

None

Schedule 6.2

Exceptions to Seller's representations and warranties

Meetinghouse Pump Station is not working.

Exhibit C

Aqua 2023 Financial Statements

Financial Statement Version for AQUA

0L Ledger
10 Currency type Company code currency
USD Amounts in United States Dollar
2023.12 -2023.12 Reporting periods
2022.12 -2022.12 Comparison periods

Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
		ASSETS	
		PLANT	
		Net Utility Plant	
		Gross Utility Plant	
****	1310110	1310110 Construction Complete Not Classified	155,952,339.13
****	1311000	1311000 Power Plan Clearing	-57.67
****	1311111	1311111 Plant Held for Future Use - Powerplan Clearing	4,198,161.66
****	1311130	1311130 Utility Plant Purchased/Sold	2,500,000.00
****	1311200	1311200 Utility Plant in Service - PowerPlan	6,257,777,553.56
****	1311910	1311910 Util PP&E Clearing Acct for Data Conversion	5,565,535.00
		Total Utility Prop Plant & Equip	6,425,993,531.68
****	1311141	1311141 Plant Acquisition Adjustments-PowerPlan	-17,827,762.25
****	1331141	1331141 Accum Amortization - Plant Acquisition Adj PP	19,354,393.10
		Total Net Utility Plant Adjustment	1,526,630.85
****	1311310	1311310 Non-Utility Property	28,851,029.32
****	1331310	1331310 Accumulated Depreciation - Non-Utility Property	-6,489,989.50
		Non-Utility Property	22,361,039.82
		Total Gross Utility Plant	6,449,881,202.35
		Allowance for Depreciation	
****	1331210	1331210 Accumulated Depreciation - Utility Plant	-1,454,544,673.79
		Less Allowance for Depreciation	-1,454,544,673.79
		Total Net Utility Plant	4,995,336,528.56
		Construction Work in Progress	
****	1311011	1311011 Construction Work In Progress-Utility-PowerPlan	147,282,566.67
****	1311900	1311900 CWIP Clearing Acct/Direct Pstg	2,164,434.91
		Total Construction Work in Progress	149,447,001.58
		TOTAL PLANT	5,144,783,530.14
		OTHER ASSETS	
		Investment in Subsidiary Companies	
5500	1219411	1219411 Inv in Consol Subs-5510-Honesdale Water Company	44,476,644.73
5500	1219412	1219412 Inv in Consol Subs-5550-Aq Pennsylvania WasteWater	497,774,175.98
		Total Investment in Subsidiary Companies	542,250,820.71
		OTHER ASSETS SUBTOTAL	542,250,820.71
		CURRENT ASSETS	
		Prepayments & Other Current Assets	
		Prepayments	
5500	1191304	1191304 Other PPD-Trustee	0
5500	1191306	1191306 Other PPD-Utility Deposits	0
5500	1191307	1191307 Other PPD-Interest	0
****	1191310	1191310 Other PPD-PUC Assessment	1,275,905.00
****	1191311	1191311 Other PPD-SBA Assessment	89,537.00
****	1191312	1191312 Other PPD-Cons/Public Advocate Assmt	514,308.00
5500	1191313	1191313 Other PPD-AWWA Dues	10,214.40
5500	1191315	1191315 Other PPD - PURTA Tax	431,716.02
****	1191900	1191900 Prepaid Miscellaneous	72,713.49
		Total Prepayments	2,394,393.91
		Total Prepayments & Other Current Assets	2,394,393.91
		Cash	
5500	1111502	1111502 Cash in Banks - Aqua PA PNC Acct-X2757	35,734.00
5500	1111520	1111520 Cash in Banks - PNC Nat.City-Shenango-X3268	133,031.48
5500	1112503	1112503 Cash Clrg - Aqua PA PNC Acct-X2757	-19.09
5500	1112561	1112561 Cash Clrg - PNC Aqua Acct-X3136	2,149.25
5500	1112563	1112563 Cash Clrg - PNC Aqua Acct-X6161	0
****	1113200	1113200 Working Funds	17,103.45
		Total Cash	187,999.09
		Accts Receivable Trade	
****	1136101	1136101 Customer A/R - Utility - Manual	0
****	1136200	1136200 Customer A/R - Utility	63,833,202.17
****	1137057	1137057 Accounts Receivable - Other	1,092,612.50
5500	1199910	1199910 Rents Receivable	900

Financial Statement Version for AQUA

0L Ledger
10 Currency type Company code currency
USD Amounts in United States Dollar
2023.12 -2023.12 Reporting periods
2022.12 -2022.12 Comparison periods

Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
		Total Accts Receivable Trade	64,926,714.67
		Allowance for Bad Debts	
****	1138010	1138010 Provision for Uncollectible A/R-Customer Accounts	-10,774,016.17
		Total Allowance for Bad Debts	-10,774,016.17
		Accts Receivable - Affiliates	
5500	1133140	1133140 Interco Rec - 2200 - PNG Companies LLC	147,672.99
5500	1133204	1133204 Interco Rec - 5100 - Aqua New Jersey Inc.	0
5500	1133205	1133205 Interco Rec - 5200 - Aqua Ohio Inc.	0
5500	1133224	1133224 Interco Rec - 5800 -Aqua Illinois, Inc.	11,920.39
****	1135602	1135602 A/R - 9200 - Essential Services Inc.	19.31
****	1135603	1135603 A/R - 9210 - Aqua Services Inc.	1,032,116.89
5500	1135604	1135604 A/R - 5100 - Aqua New Jersey Inc.	3,284.17
5500	1135605	1135605 A/R - 5200 - Aqua Ohio Inc.	28,677.28
5500	1135606	1135606 A/R - 5210 - Aqua Ohio Wastewater Inc.	1,057.90
5500	1135607	1135607 A/R - 5300 - Aqua North Carolina Inc.	55,296.94
5500	1135608	1135608 A/R - 5400 - Aqua Virginia Inc.	7,035.19
5500	1135609	1135609 A/R - 5410 - Great Bay Utilities Inc.	70.6
****	1135610	1135610 A/R - 9100 - Essentials Utilities Inc.	112,703,310.19
****	1135611	1135611 A/R - 5500 - Aqua Pennsylvania Inc.	955,381.83
5500	1135612	1135612 A/R - 5510 - Honesdale Consol Water Co	1,542,299.01
5500	1135613	1135613 A/R - 5550 - Aqua Pennsylvania WW Inc.	4,200,748.61
5500	1135619	1135619 A/R - 5600 - Aqua Texas	6,765.38
5500	1135620	1135620 A/R - 5610 - Aqua Texas Oper (Non Reg)	0
5500	1135621	1135621 A/R - 5700 - Aqua Indiana	0
5500	1135622	1135622 A/R - 5710 - Hendricks County WW LLC	3,060.45
5500	1135623	1135623 A/R - 5720 - Western Hancock Inc.	0
5500	1135624	1135624 A/R - 5800 -Aqua Illinois, Inc.	130,454.88
		Total Accts Receivable - Affiliates	120,829,172.01
		Materials & Supplies	
5500	1142010	1142010 Materials Inventory	13,192,024.48
5500	1142020	1142020 Materials Inventory - Meters	3,160,876.15
****	1142910	1142910 Materials Inventory - Conversion	14,633.55
		Total Materials & Supplies	16,367,534.18
		Unbilled Revenue	
****	1131040	1131040 Unbilled Revenue - Water/WasteWater	32,445,255.11
****	1131045	1131045 Unbilled Revenue - Water/WasteWater - Non CIS	1,020,491.62
		Total Unbilled Revenue	33,465,746.73
		TOTAL CURRENT ASSETS	227,397,544.42
		NONCURRENT ASSETS	
		Total Reg Assets LT	
		Rate Case Expense	
****	1253100	1253100 Deferred Rate Case Expenses	546,154.30
		Total Rate Case Expense	546,154.30
		Regulatory Assets	
****	1242010	1242010 Reg Asset - FAS 109	810,374,910.43
****	1242153	1242153 Reg Asset-AFUDC Gross Up (WIP)	0
****	1242154	1242154 Reg Asset-AFUDC Gross Up (InSvc)	0
****	1242155	1242155 Reg Asset-AFUDC Gross Up (AD)	0
****	1242164	1242164 Reg Asset-Other	259,119.48
****	1242168	1242168 Reg Asset-COVID19 Recovery Cos	5,862,272.62
5500	1242171	1242171 Reg Asset-Reg Asset-Twin Lakes	255,597.00
****	1242208	1242208 Reg Asset - Cost of Removal - WT/WW	9,332,531.82
		Total Regulatory Assets	826,084,431.35
		Total Reg Assets LT	826,630,585.65
		Unamortized Debt Exp	
5500	1199920	1199920 Unamortized Debt Issuance Exp	61,593.69
		Total Unamortized Debt Exp	61,593.69
		Prelim Survey & Invest	
****	1250020	1250020 Preliminary Survey & Investigations (PP)	0
****	1251030	1251030 Retirement Work in Progress (Water) - PP	2,023,431.99

Financial Statement Version for AQUA

0L Ledger
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USD Amounts in United States Dollar
2023.12 -2023.12 Reporting periods
2022.12 -2022.12 Comparison periods

Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
		Total Prelim Survey & Invest	2,023,431.99
		Goodwill	
****	1311151	1311151 Goodwill-Manual	34,303,750.80
		Total Goodwill	34,303,750.80
		Operating Lease Assets	
****	1293110	1293110 Lease - Land	8,875,771.46
5500	1293115	1293115 Lease - Office Building	359,702.12
5500	1293120	1293120 Lease - Office Equipment	159,308.61
5500	1293130	1293130 Lease - Easement	1,880.15
5500	1293200	1293200 Accumulated Lease Amortization	-1,442,217.88
		Total Operating Lease Assets	7,954,444.46
		Other (NC Assets)	
5500	1253921	1253921 Other Deferred DB-Susp-Amortiz	-175,730.23
5500	1253922	1253922 Other Deferred DB-Service Line	20,535.15
5500	1999997	1999997 ADP Interm Clearing	260.18
****	1999998	1999998 Banner Interm Clearing	0
		Total Other (NC Assets)	-154,934.90
		TOTAL NONCURRENT ASSETS	870,818,871.69
		TOTAL ASSETS	6,785,250,766.96
		CAPITAL	
		Equity	
		Common Shares	
****	3110100	3110100 Common Stock	-110,000.00
		Total Common Shares	-110,000.00
		Capital in Excess of Par	
5500	3121111	3121111 Other Paid-In Cap-PSU	-7,282,254.72
5500	3121112	3121112 Other Paid-In Cap-RSU	-1,669,320.50
5500	3121114	3121114 Other Paid-In Cap-Stock Option	-9,000,462.07
5500	3121115	3121115 Other Paid-In Cap-Tax on Stock	-1,644,203.90
5500	3121116	3121116 Other Paid-In Cap-Restricted Stock	-449,399.37
****	3121117	3121117 Other Paid-in Capital-Aqua	78,799,843.59
5500	3121121	3121121 Members Equity - Subsidiaries	-518,989,478.87
		Total Capital in Excess of Par	-460,235,275.84
		Balanace January 1st	
****	3220000	3220000 Unappropriated Retained Earnings	-2,142,380,302.38
5500	3220301	3220301 Unapprop Undistr Sub Erngs-9110-Essential WT Hldg	-36,121,805.98
****	3239900	3239900 Miscellaneous Retained Earnings Adjustments	0
		Balanace January 1st	-2,178,502,108.36
		Income - Current Year	
		Current Year Profit	-258,008,749.91
		Total Income - Current Year	-258,008,749.91
		Treasury Stock	
5500	3131000	3131000 Reacquired Capital Stock	1,000.00
		Total Treasury Stock	1,000.00
		Total Equity	-2,896,855,134.11
		Long-Term Debt	
		Mortgage Bonds	
5500	2200210	2200210 Long-Term Debt - Bonds	-2,189,800,000.00
****	2200460	2200460 Long-Term Debt - PENNVEST	-15,111,963.57
		Total Long Term Debt	-2,204,911,963.57
		Total Mortgage Bonds	-2,204,911,963.57
		Unamort Debt Issue Costs	
5500	2201005	2201005 Debt Issuance Costs – LT - Water/Wastewater	13,104,434.17
5500	2201020	2201020 Unamortized Bond Premium	-1,503,273.00
		Total Unamort Debt Issue Costs	11,601,161.17
		Total Long-Term Debt (Net)	-2,193,310,802.40
		TOTAL CAPITAL	-5,090,165,936.51
		CURRENT LIABILITIES	
		Short Term Debt	
5500	2150050	2150050 Notes Payable - Short Term Debt	-23,123,092.31

Financial Statement Version for AQUA

0L Ledger
10 Currency type Company code currency
USD Amounts in United States Dollar
2023.12 -2023.12 Reporting periods
2022.12 -2022.12 Comparison periods

Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
		Total Short Term Debt	-23,123,092.31
		Current Portion - LTD	
****	2150010	2150010 Notes Payable - Current Portion	-3,896,638.44
5500	2150015	2150015 Notes Payable - Current Portion-FM Bonds	-10,000,000.00
		Total Current Portion - LTD	-13,896,638.44
		Accounts Payable - Trade	
****	2111020	2111020 Trade Accounts Payable	-9,710,461.40
5500	2111025	2111025 Cash Discounts Clearing - Trade A/P	17,543.91
****	2111110	2111110 Accts Pay-Refunds to Customers	18,072.97
****	2111130	2111130 A/P-Contractors Retainage	-4,037,765.19
****	2111200	2111200 Goods Received/Invoice Received Clearing	-14,993,232.61
5500	2111400	2111400 Procurement Card Clearing	54,692.19
5500	2111530	2111530 Accts Pay-Accrued Purchased Water	-843,129.02
5500	2111535	2111535 Accts Pay-Accrued Electric	-863,301.46
5500	2111596	2111596 Accts Pay-Sewer	0
5500	2111811	2111811 Expense Report Clearing - Travel Expense	-2,947.94
****	2111910	2111910 Accts Payable Liability - Other	-902,852.29
		Total Accounts Payable - Trade	-31,263,380.84
		Accts Payable - Affiliate	
5500	2113040	2113040 Interco Payable - 2200 - PNG Companies LLC	-138,749.67
5500	2113203	2113203 Interco Pay - 9210 - Aqua Services Inc.	0
5500	2113210	2113210 Interco Pay - 9100 - Essential Utilities	0
5550	2113216	2113216 Interco Pay - 5582 - Aqua Resources Inc.	-28,338,136.02
****	2113602	2113602 A/P - 9200 - Essential Services Inc.	-135,934.46
****	2113603	2113603 A/P - 9210 - Aqua Services Inc.	-11,120,281.18
5500	2113604	2113604 A/P - 5100 - Aqua New Jersey Inc.	-29.89
****	2113605	2113605 A/P - 5200 - Aqua Ohio Inc.	-14,220.87
5500	2113607	2113607 A/P - 5300 - Aqua North Carolina Inc.	-1,010.77
****	2113608	2113608 A/P - 5400 - Aqua Virginia Inc.	-475.99
****	2113610	2113610 A/P - 9100 - Essentials Utilities Inc.	-94,631,941.16
****	2113611	2113611 A/P - 5500 - Aqua Pennsylvania Inc.	-5,743,047.62
5500	2113612	2113612 A/P - 5510 - Honesdale Consol Water Co	-12,337.99
5500	2113613	2113613 A/P - 5550 - Aqua Pennsylvania WW Inc.	-943,043.84
5500	2113616	2113616 A/P - 5582 - Aqua Resources Inc.	-1,778.80
****	2113619	2113619 A/P - 5600 - Aqua Texas	-530.77
5500	2113621	2113621 A/P - 5700 - Aqua Indiana	-607.74
5500	2113624	2113624 A/P - 5800 -Aqua Illinois, Inc.	-86,734.83
		Total Accts Payable - Affiliate	-141,168,861.60
		Construction A/P Trade	
****	2111912	2111912 Accts Pay-Construction	-2,449,973.07
		Total Construction A/P Trade	-2,449,973.07
		Accr Inc Taxes - Federal	
****	2132011	2132011 Accrued Federal Income Tax - Current Year	8,968,620.12
		Total Accr Inc Taxes - Federal	8,968,620.12
		Accr Inc Taxes - State	
****	2133120	2133120 Accrued State Income Tax - Other-Curr Yr - WT/WW	3,841,805.73
		Total Accr Inc Taxes - State	3,841,805.73
		Accr Taxes - Other	
5500	2115115	2115115 Local Excise Tax - AQUA	26.48
****	2115210	2115210 Sales Taxes Payable - State	4,667.15
5500	2115310	2115310 Withholding Taxes Payable - Vendor	-7,935.32
		Total Accr Taxes - Other	-3,241.69
		Accrued Interest	
****	2121015	2121015 Interest Accrued - Long-Term Debt-WT/WW	-25,854,448.24
5500	2121020	2121020 Interest Accrued - Short-Term Debt	-128,069.23
5500	2129040	2129040 Interest Accrued - Miscellaneous	-587,500.00
		Total Accrued Interest	-26,570,017.47
		Other Accrued Expense	
5500	2112085	2112085 Retiree Flexible Spending	4,497.64
5500	2141000	2141000 Payroll Clearing	0

Financial Statement Version for AQUA

0L Ledger
10 Currency type Company code currency
USD Amounts in United States Dollar
2023.12 -2023.12 Reporting periods
2022.12 -2022.12 Comparison periods

Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
5500	2141050	2141050 Accrued Payroll	-1,577,614.51
5500	2141200	2141200 Accrued Annual Incentive	-1,308,615.00
5500	2141550	2141550 NQ Pension Reserve - Current	0
5500	2141620	2141620 Employee Profit Sharing	-904,999.00
5500	2190010	2190010 Lease Obligation - Current	-232,662.00
5500	2191600	2191600 Appropriated Funds - Other	-69,967.77
5500	2199411	2199411 Deferred Revenue-Antenna Leases	-534,310.63
****	2199615	2199615 Accrued Liab-Audit Fees	-342,295.00
5500	2199645	2199645 Accrued Liab-COVID Relief Fund	-1,281.06
****	2199900	2199900 Misc C&A Liabilities	-2,445,097.81
		Total Other Accrued Expense	-7,412,345.14
		TOTAL CURRENT LIABILITIES	-233,077,124.71
		NONCURRENT LIABILITIES	
		Cust Advances for Construction	
****	2199050	2199050 CAC-WIP Non Cash	-79,050,469.71
****	2199060	2199060 CAC-WIP Cash	7,232,934.19
****	2199065	2199065 CAC-WIP Closing	71,817,535.52
****	2199070	2199070 Adv Cust-Cash Other	-460,958.13
****	2199075	2199075 CAC-Non Unitized	-59,372,586.44
****	2199085	2199085 Adv Cust-Non Cash Dedicated Pr	-5,565,535.00
		Total Cust Advances for Constr.	-65,399,079.57
		Long Term Deferred - FIT	
****	1261010	1261010 Accumulated Deferred FIT Asset - Non-Current	8,993,824.07
****	1261020	1261020 Accumulated Deferred FIT Asset - Excess Gross UPNC	56,859,229.62
****	2210010	2210010 Accum Defd Plant Federal Income Tax Liab-Noncurr	-558,364,614.29
****	2210020	2210020 Accum Defd Other Federal Income Tax Liab-Noncurr	-273,793,726.06
		Total Long Term Deferred - FIT	-766,305,286.66
		Long Term Deferred - SIT	
****	1262010	1262010 Accumulated Deferred SIT Asset - Non-Current	51,876,859.36
****	2211010	2211010 Accum Defd Plant State Income Tax Liab-Noncurr	-287,580,102.03
****	2211020	2211020 Accum Defd Other State Income Tax Liab-Noncurr	62,281,921.61
		Total Long Term Deferred - SIT	-173,421,321.06
		Unamortized ITC	
5500	2212010	2212010 Deferred Taxes-Unam Fed ITC	-3,107,606.95
		Total Unamortized ITC	-3,107,606.95
		Regulatory Liability	
****	2220100	2220100 Reg Liab - FAS109 - NonCurrent	-13,178,324.25
****	2220110	2220110 Reg Liab - Excess Deferred Income Tax - NonCurrent	-146,344,965.24
****	2220120	2220120 Reg Liab - Excess DIT - Gross Up NC	-55,638,759.81
****	2220170	2220170 Reg Liab - 481a Benefit	-34,024,035.48
5500	2220225	2220225 Reg Liability - OPEB Tracker	-1,758,410.86
5500	2220330	2220330 Reg Liab-Pension/OPEB	-124,327,841.11
		Total Regulatory Liability	-375,272,336.75
		Non-Current Operating Leases	
5500	2290020	2290020 Lease Obligation - Noncurrent	-7,719,902.31
		Total Non-Current Operating Leases	-7,719,902.31
5500	2291508	2291508 Noncurrent Liab-Pension Benefit Obligation	119,147,943.14
5500	2291518	2291518 OPEB Liability - Essential - Non Current	-9,608,602.07
5500	2291530	2291530 NQ Pension Liability - Non Current	-200,606.62
		Total Pension and OPEB Liabilities	109,338,734.45
		Other (NC Liab)	
5500	2291120	2291120 Uncertain Tax Position Reserve-State	-866,618.47
5500	2299180	2299180 Accrued FIN 48 Income Tax - Long - Term	-3,835,503.94
		Total Other (NC Liab)	-4,702,122.41
		NONCURRENT LIABILITIES SUBTOTAL	-1,286,588,921.26
		CIAC -NET	
		CONTRIB IN AID OF CONSTR.	
****	2292000	2292000 CIAC-WIP Non Cash	-1,875,733.29
****	2292010	2292010 CIAC-WIP Cash	-2,706,690.85
****	2292020	2292020 CIAC-WIP Closing	4,177,083.08

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Company	Account Number	Text for B/S P&L Item	Total of Reporting Period
****	2292030	2292030 CIAC-Unitized	-242,732,084.47
		Total Contrib in Aid of Constr.	-243,137,425.53
****	2292100	2292100 Accum Amort of CIAC	67,718,641.05
			67,718,641.05
		Total CIAC -NET	-175,418,784.48
		TOTAL LIABILITIES & CAPITAL	-6,785,250,766.96
			0
			4,979,164,810.39

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Company Code	Account Number	Text for B/S P&L Item	Total of Reporting Period
			-1,759,986,673.34
OPERATING INCOME			
REVENUE			
Operating Revenue			
5500	4114010	4114010 WTR-Unmetered-Residential	-18,035.30
5500	4114055	4114055 Other Sales-Public Auth-Affil-5200-Aqua OH	-406,102.35
****	4114110	4114110 WTR-Metered Sales-Residential	-366,937,986.08
****	4114115	4114115 WTR-CAP Discount-Residential	494,433.51
****	4114120	4114120 WTR-Metered Sales-Commercial	-132,783,634.23
****	4114130	4114130 WTR-Metered Sales-Industrial	-22,611,058.08
****	4114140	4114140 WTR-Metered Sales-Public Authority	-9,662,090.68
5500	4114160	4114160 WTR-Metered Sales-Bulk Water	-134,954.69
****	4114210	4114210 WTR-Metered Fire Protection	-15,157,211.38
****	4114220	4114220 WTR-Public Fire Protection	-7,350,782.10
****	4114230	4114230 WTR-Private Fire Protection	-2,691,688.74
5500	4115090	4115090 WTR-Sales for Resale-Metered	-3,671,053.88
****	4115100	4115100 WTR-Misc Srv Rev	-560,305.40
****	4115105	4115105 WTR-Misc Srv Rev-Reconnect Fee	-286,605.00
****	4115115	4115115 WTR-Misc Srv Rev-Late Pmt Fees	-776,621.26
****	4115120	4115120 WTR-Misc Srv Rev-Bad Check Fee	-287,778.42
5500	4115125	4115125 WTR-Misc Srv Rev-New Acct Fee	-250
****	4115135	4115135 WTR-Misc Srv Rev-DSIC Imprv Surch	-2,974,578.73
****	4115140	4115140 WTR-Misc Srv Rev-ST Tax Adj Surch	1,150,730.62
5500	4118400	4118400 WTR-Other Water Rev	-391,198.40
Operating Revenue - Water			-565,056,770.59
****	4211030	4211030 WW-Measured Rev-Residential	-42,344,628.30
5550	4211035	4211035 WW-CAP Discount-Residential	39,117.14
****	4211040	4211040 WW-Flat Rate Rev-Residential	-8,755,434.65
5550	4212030	4212030 WW-Measured Rev-Commercial	-16,898,842.41
****	4212040	4212040 WW-Flat Rate Rev-Commercial	-3,439,156.94
5550	4213030	4213030 WW-Measured Rev-Industrial	-37,180.21
5550	4213040	4213040 WW-FlatRateRev-Industrial	-336,308.58
5550	4214030	4214030 WW-Flat Rate Rev-Pub Authorit	-1,862.04
5550	4214040	4214040 WW-Flat Rate Rev-Other Systems	-24,134.40
5550	4214050	4214050 WW-Measured Rev-Pub Authority	-1,577,708.60
****	4215155	4215155 WW-ST Tax Surcharge	32,460.71
****	4218300	4218300 WW-Forfeited Discounts/Abate	-149,483.45
5550	4218400	4218400 WW-Other WW Revenues	-22,280.00
****	4218410	4218410 WW-Other WW Rev-DSIC	-81,197.39
Operating Revenue - Sewer			-73,596,639.12
Total Operating Revenue			-638,653,409.71
Non Operating Revenue			
5550	4305035	4305035 Revenues from M & J and Contract Work	-6,132.00
****	4305060	4305060 Rev-Contract-WW Billing	-1,806,357.78
5500	4305070	4305070 Rev-Contract-Lab Services	0
5500	6104050	6104050 Rental Income - Non-Utility Operations	-28,000.00
5500	6104070	6104070 Nonutil Inc-UMS Outside Serv	-467,025.59
****	6104120	6104120 Nonutil Inc-Other (Water)	-784,176.01
****	6104125	6104125 Nonutil Inc-Other-Developer Projects	0
5500	6104130	6104130 Nonutil Inc-Rent -Pole/Twr	-2,265,133.35
Total Non Operating Revenue			-5,356,824.73
TOTAL REVENUE			-644,010,234.44
UTILITY COSTS & EXPENSES			
Operations & Maintenance Expense:			
Labor			
5500	5300110	5300110 Salaried - Straight-Time Wages	46,165,891.79
5500	5300190	5300190 Labor-Officers, Executives	661,649.60
5500	8710100	8710100 Labor Cost Center Variances - Employees	2,618.00
Labor Regular			46,830,159.39
5500	5300120	5300120 Salaried - Overtime Wages	6,857,080.61

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Company Code	Account Number	Text for B/S P&L Item	Total of Reporting Period
		Labor Overtime	6,857,080.61
5500	5300170	5300170 Salaried - Incentives / Bonuses	1,062.72
****	5300180	5300180 Salaried - Annual Incentive	1,391,647.56
		Labor Short Term Incentive	1,392,710.28
5500	5300185	5300185 Stock Option Compensation	17,539.51
5500	5300186	5300186 Performance Share Unit Amortization	394,443.29
5500	5300187	5300187 Restricted Stock Unit Amortization	174,369.36
****	5996070	5996070 RECLASS-LTI/STI	0
		Labor Long Term Incentive	586,352.16
****	5996010	5996010 RECLASS-S&W-Employees	-569,994.94
****	5996020	5996020 RECLASS-S&W-Employees-OT	0
5500	5996030	5996030 RECLASS-S&W-Officers, Directors, Maj Shareholder	0
****	8000010	8000010 Area Manager II	-184.5
5500	8000029	8000029 Business Analyst III	38,759.49
****	8000032	8000032 Corporate Automation Engineer	6,790.44
5500	8000056	8000056 Construction Coordinator III	410.88
****	8000088	8000088 Electrical Engineering Manager	0
5500	8000093	8000093 Engineer I	0
5500	8000097	8000097 Enterprise Systems Manager	7,702.24
5500	8000129	8000129 Information Security Director	2,094.84
5500	8000133	8000133 Lead, Security Risk and Compliance	0
5500	8000150	8000150 Mgr, Security Operations & Engineering	1,749.30
****	8000154	8000154 New Business & Contract Operations Mgr	0
5500	8000156	8000156 Network Engineer II	1,132.46
****	8000159	8000159 Operations Director I	0
5500	8000168	8000168 Planning & Engineering Director	25,129.60
****	8000169	8000169 Project Engineer I	0
****	8000170	8000170 Project Engineer II	35,343.00
****	8000171	8000171 Project Engineer III	14,070.00
5500	8000177	8000177 Project Manager II	0
5550	8000178	8000178 Project Manager III	0
5500	8000179	8000179 Project Management Office Director	1,202.00
****	8000183	8000183 Project Coordinator	0
5500	8000200	8000200 Systems Administrator I	0
5500	8000201	8000201 Systems Administrator II	10,459.68
5500	8000215	8000215 Service Desk Supervisor	1,182.96
5500	8000217	8000217 Systems Engineer II	520.85
5500	8000218	8000218 Security Engineer I	1,800.00
****	8000219	8000219 Security Engineer III	32,006.70
5500	8000228	8000228 Safety Specialist III	-2,468.32
5500	8000234	8000234 Systems Engineer I	0
5500	8000235	8000235 System Engineer III	41,125.81
5500	8000240	8000240 Telecom Engineer II	4,749.80
5500	8000243	8000243 Technical Services Chief	0
****	8000266	8000266 Area Supervisor III	0
****	8000274	8000274 Field Supervisor I	0
****	8000275	8000275 Field Supervisor II	0
5500	8000276	8000276 Field Supervisor III	-1,524.04
****	8000283	8000283 Operations Team Leader	0
****	8000286	8000286 Plant Manager II	0
****	8000289	8000289 Production Specialist	0
5500	8000291	8000291 Senior Hydrogeologist	-11,135.00
5500	8000312	8000312 Telecom Analyst II	1,009.52
5500	8000325	8000325 Manager Security GRC	6,296.37
5500	8000326	8000326 Dsktop Sup Anlyst II-Exempt	528.53
****	8000332	8000332 Lead, Enterprise Architect	14,952.40
5500	8000342	8000342 Security Analyst II	1,033.54
5500	8000365	8000365 Director Network/Telecom	736.65
5500	8000367	8000367 IT Infrastructure Lead	514.08
****	8000381	8000381 Director Construction	0

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5500	8000386	8000386 Materials Mgmt Supervisor	9,012.08
****	8000387	8000387 Sr Security GRC Analyst	0
****	8001003	8001003 Administrative Assistant I	0
****	8001004	8001004 Administrative Assistant II	0
****	8001018	8001018 Construction Coordinator II	0
5500	8001019	8001019 Construction Inspector	0
****	8001025	8001025 Customer Service Specialist II	0
5500	8001066	8001066 QA Specialist II	0
5500	8001067	8001067 Records Coordinator	13,295.04
****	8001101	8001101 Facility Operator I	0
****	8001102	8001102 Facility Operator II	109.24
****	8001103	8001103 Facility Operator III	36
****	8001104	8001104 Facility Operator Trainee	-4.77
****	8001110	8001110 Instrumentation Control Specialist	93.3
****	8001120	8001120 Leak Detector	0
****	8001151	8001151 Operations Team Lead	0
****	8001164	8001164 Seasonal Laborer	0
****	8001181	8001181 Utility Technician	196.14
****	8001182	8001182 Utility Technician I	210.06
****	8001183	8001183 Utility Technician II	33.36
****	8001205	8001205 Facility Operator I	0
****	8001209	8001209 Meter Reader (Union)	0
****	8001213	8001213 Utility Technician (Union)	-19,707.91
5500	8001219	8001219 Crew Leader	0
****	8001220	8001220 Distribution Technician	250.35
5500	8001224	8001224 Emergency Utility Worker	-151.48
****	8001226	8001226 Field Inspector - First Class	-322.72
****	8001228	8001228 Foreman	0
****	8001229	8001229 Facility Operator	0
****	8001230	8001230 Field Service Representative Leader	0
5500	8001231	8001231 Field Service Representative	-5,839.29
5500	8001235	8001235 Inspector	-8,986.64
****	8001239	8001239 Laborer	-1,067.91
****	8001241	8001241 Leader	-1,581.77
****	8001242	8001242 Lead Mechanic	0
5500	8001248	8001248 Maintenance Operator	-73.53
5500	8001251	8001251 Maintenance Water Conservation Tech	0
5500	8001252	8001252 Operator - First Class	-301.21
****	8001257	8001257 Operator I	0
****	8001258	8001258 Operator II	0
****	8001259	8001259 Operator III	0
****	8001261	8001261 Operator Trainee	0
****	8001263	8001263 Pipe Truck Operator	0
5500	8001264	8001264 Purification Operator	0
****	8001270	8001270 System Operator	0
5500	8001272	8001272 Service Worker	0
5500	8001277	8001277 Utility Field Service Worker II	0
****	8001278	8001278 Utility Locator	0
5500	8001283	8001283 Utility Worker - Electrical	-187.35
****	8001284	8001284 Utility Worker	-5,319.28
****	8001289	8001289 Working Foreman	-582.71
****	8001291	8001291 Wastewater Operator I	0
****	8002003	8002003 Administrative Assistant I-TH	0
****	8002004	8002004 Administrative Assistant II-TH	0
****	8002018	8002018 Construction Coordinator II-TH	0
5500	8002019	8002019 Construction Inspector-TH	0
****	8002025	8002025 Customer Service Specialist II-TH	0
5500	8002067	8002067 Records Coordinator-TH	2,097.90
****	8002101	8002101 Facility Operator I-TH	0
****	8002102	8002102 Facility Operator II-TH	65.49

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Company Code	Account Number	Text for B/S P&L Item	Total of Reporting Period
****	8002103	8002103 Facility Operator III-TH	0
****	8002104	8002104 Facility Operator Trainee-TH	-214.35
****	8002110	8002110 Instrumentation Control Specialist-TH	0
****	8002166	8002166 System Operator-TH	0
****	8002181	8002181 Utility Technician-TH	0
5500	8002182	8002182 Utility Technician I-TH	0
****	8002183	8002183 Utility Technician II-TH	0
****	8002205	8002205 Facility Operator-TH	-743.66
****	8002213	8002213 Utility Technician (Union)-TH	-1,372.49
5500	8002220	8002220 Distribution Technician-TH	0
5500	8002226	8002226 Field Inspector - First Class-TH	0
****	8002228	8002228 Foreman-TH	0
5500	8002231	8002231 Field Service Representative-TH	-1,915.26
5500	8002235	8002235 Inspector-TH	-1,481.45
5500	8002239	8002239 Laborer-TH	-1,021.86
****	8002241	8002241 Leader-TH	-14.89
****	8002242	8002242 Lead Mechanic-TH	0
5500	8002248	8002248 Maintenance Operator-TH	0
5500	8002251	8002251 Maintenance Water Conservation Tech-TH	0
5500	8002252	8002252 Operator - First Class-TH	-30.15
****	8002257	8002257 Operator I-TH	0
****	8002258	8002258 Operator II-TH	0
****	8002259	8002259 Operator III-TH	0
****	8002261	8002261 Operator Trainee-TH	0
****	8002263	8002263 Pipe Truck Operator-TH	0
****	8002266	8002266 Stock Attendant - First Class-TH	0
****	8002270	8002270 System Operator-TH	0
5500	8002278	8002278 Utility Locator-TH	0
****	8002283	8002283 Utility Worker - Electrical-TH	0
****	8002284	8002284 Utility Worker-TH	-1,169.77
****	8002289	8002289 Working Foreman-TH	-829.11
****	8002291	8002291 Wastewater Operator I-TH	0
5500	8002292	8002292 Water Trtmnt Tech Full Lab Cert-TH	0
****	8002297	8002297 Facility Operator I - TH	0
****	8002314	8002314 Wastewater Operator II - TH	0
****	8003213	8003213 Utility Technician (Union)-DT	-1,482.00
5500	8003218	8003218 Crew Leader-DT	0
5500	8003219	8003219 Distribution Technician-DT	125.92
****	8003223	8003223 Emergency Utility Worker-DT	0
****	8003227	8003227 Foreman-DT	0
****	8003228	8003228 Facility Operator-DT	-233.77
5500	8003230	8003230 Field Service Representative-DT	-252.32
5500	8003234	8003234 Inspector-DT	-727.33
****	8003240	8003240 Leader-DT	0
****	8003256	8003256 Operator I-DT	0
****	8003257	8003257 Operator II-DT	0
****	8003258	8003258 Operator III-DT	0
****	8003260	8003260 Operator Trainee-DT	0
****	8003269	8003269 System Operator-DT	0
5500	8003283	8003283 Utility Worker-DT	0
5500	8003288	8003288 Working Foreman-DT	0
****	8003290	8003290 Wastewater Operator I-DT	0
****	8003314	8003314 Wastewater Operator II - DT	0
****	8009990	8009990 True-Up Labor	20,275.50
		Activity Allocations	-343,820.26
****	5998607	5998607 Rcl-Topsided LTI/STI	0
****	6996001	6996001 S&W-Employees-ST	-14,428,716.03
****	6996002	6996002 S&W-Employees-OT	-3,172,887.14
****	6996003	6996003 S&W-Officers, Directors, Majority Shareholder	-588,970.92
****	6996007	6996007 LTI/STI	-249,078.93

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****	8720200	8720200 PTO Overhead	-13,837.05
****	8720700	8720700 LTI/STI/Stock Overhead	-1,782.42
		Labor - Overheads & Capitalization	-18,455,272.49
		Total Labor	36,867,209.69
		Employee Benefits	
5500	5301010	5301010 Employee Benefits - Medical	7,040,811.24
5500	5301020	5301020 Employee Benefits - Dental / Vision	386,228.00
5500	5301025	5301025 Employee Benefits - Vision	70,731.17
		Employee Benefits - Health Plans	7,497,770.41
5500	5301030	5301030 Employee Benefits - Life Insurance	197,424.28
5500	5301040	5301040 Employee Benefits - Disability	125,960.02
		Employee Benefits - Insurance	323,384.30
5500	5301110	5301110 Employee Benefits - Pensions	9,301,298.00
5500	5301113	5301113 Employee Benefits - NQ Pensions - Service Cost	0
		Employee Benefits - Pension	9,301,298.00
****	5301060	5301060 Employee Benefits - OPEB	930,035.28
		Employee Benefits - OPEB	930,035.28
5500	5301130	5301130 Employee Benefits - Savings Plan	2,344,884.78
5500	5301131	5301131 Employee Benefits - Savings Plan(401K)-YE	851,982.58
		Employee Benefits - 401K	3,196,867.36
5550	5301910	5301910 Employee Related Expenses-On Boarding	22
5500	5301915	5301915 Employee Related Expenses-DOT Physicals	1,854.00
****	5301990	5301990 Other Employee Benefits - Miscellaneous	2,173.33
5500	5301995	5301995 Employee Related Expenses-EASE Contract (EAP)	43,373.88
5500	5301996	5301996 Other Employee Benefits - Fees COLI Accounts	85,886.36
5500	5302120	5302120 Transfer/Relocation Expense	-963.6
****	5302920	5302920 Tuition Reimbursement Expense	43,067.00
****	5302925	5302925 Employee Training Expense	60,407.06
****	5302926	5302926 Employee Training Expense-Seminars	21,634.43
****	5302930	5302930 Employee Relations Expense	15,450.87
****	5302990	5302990 Miscellaneous Employee-Related Expense	4,975.27
****	5996040	5996040 RECLASS-Employee Pension and Benefits	0
****	8720300	8720300 Payroll Other Overhead	-20,321.43
		Employee Benefits - Miscellaneous	257,559.17
****	5998604	5998604 Rcl-Topsided Empl Bene	0
****	6996004	6996004 Employee Pension and Benefits	-5,334,148.94
		Capitalized Employee Benefits	-5,334,148.94
		Total Employee Benefits	16,172,765.58
		Purchased Water	
****	5206100	5206100 Purchased Water	5,505,689.62
5500	6996009	6996009 Purchased Water	-209,503.75
		Total Purchased Water	5,296,185.87
		Purchased Wastewater	
****	5206115	5206115 Purchased Wastewater Treatment	11,171,088.43
		Total Purchased Wastewater	11,171,088.43
		Sludge	
****	5206240	5206240 Sludge Removal	1,810,525.22
5550	5996110	5996110 RECLASS-Sludge Removal (WasteWater)	2,550.00
****	6996011	6996011 Sludge Removal (WW)	-76,902.23
		Total Sludge	1,736,172.99
		Purchased Power	
****	5206210	5206210 Purchased Power	9,373,007.58
****	5206230	5206230 Fuel for Power Production	395,719.75
5500	6996015	6996015 Purchased Power (WW)	-8,529.45
5500	6996016	6996016 Fuel for Power Production	-5,718.47
		Total Purchased Power	9,754,479.41
****	5304600	5304600 Chemicals-Oper-General	1,201,768.48
5500	5304601	5304601 Chemicals-Oper-Alum	-5,678.07
****	5304602	5304602 Chemicals-Oper-Liqui Alum	1,999,130.00
****	5304603	5304603 Chemicals-Oper-Caustic	244,746.35

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****	5304604	5304604 Chemicals-Oper-Chlorine	1,296,974.55
****	5304605	5304605 Chemicals-Oper-Coagulants	1,123,881.92
5500	5304606	5304606 Chemicals-Oper-Fluoride	70,551.79
****	5304607	5304607 Chemicals-Oper-Hypochlorine	502,098.42
5500	5304608	5304608 Chemicals-Oper-Polyphosphate	841,221.58
****	5304609	5304609 Chemicals-Oper-Zinc Ortho	813,605.26
****	5304610	5304610 Chemicals-Oper-Polymer	779,731.40
****	5304611	5304611 Chemicals-Oper-Soda Ash	16,121.90
****	5304612	5304612 Chemicals-Oper-Sodium Thi	-6,263.80
5500	5304613	5304613 Chemicals-Oper-Percol	35,178.50
5500	5304614	5304614 Chemicals-Oper-Solar Salt	768.6
5500	5304615	5304615 Chemicals-Oper-Lime	647,347.25
5500	5304616	5304616 Chemicals-Oper-Copper Sulphate	44,951.78
****	5304617	5304617 Chemicals-Oper-Carbon	2,041,731.55
5500	5304619	5304619 Chemicals-Oper-Potaperm	140,276.82
5500	5304620	5304620 Chemicals-Oper-Ammonia	604,283.91
****	5304621	5304621 Chemicals-Oper-Misc Chem	643,486.86
****	5304622	5304622 SW-Chem-Coll Oper-General	258.58
5550	5304623	5304623 SW-Chem-Coll Maint-General	0
****	5304624	5304624 SW-Chem-Pump Oper-General	776,216.82
5550	5304626	5304626 SW-Chem-T&D Oper-General	12,600.76
5500	6996018	6996018 Chemicals	-26,309.02
		Chemicals	13,798,682.19
		Materials & Supplies	
****	5304100	5304100 Material Exp-Stock	34,842,504.93
5500	5304105	5304105 Material Exp-Stk Cr	-5,484.31
****	5304110	5304110 Material Exp-Cst Dif	-418,031.68
****	5304120	5304120 Material Exp-Obslete	-53,798.23
5500	5304140	5304140 Material Exp-Inv Rvl	-53,922.40
****	5304200	5304200 Material Exp-Non Stk	4,202,676.78
5500	5304235	5304235 Materials & Supplies - Hydrants	36,404.31
5500	5304250	5304250 Materials – PFAS	13,917.12
****	5304300	5304300 Meter/ERT Purchases	2,351,395.63
****	5304330	5304330 Laboratory Supplies	16,380.10
****	5304340	5304340 Software/Hardware Purchases	1,419,102.52
****	5304370	5304370 Small Tools & Work Equipment	786,989.27
****	5304375	5304375 Materials & Supplies - Uniforms	208,305.68
****	5304380	5304380 Materials & Supplies - Safety Supplies	797,414.96
****	5304390	5304390 Misc Supplies	1,372,701.60
****	5996200	5996200 RECLASS-Materials and Supplies	91,515.51
****	8720600	8720600 Tools/Clothing/Others Overhead	96.88
		Supplies	45,608,168.67
****	6996020	6996020 Materials and Supplies	-42,400,449.38
		Capitalized Supplies	-42,400,449.38
		Total Materials & Supplies	3,207,719.29
		Outside Services	
****	5303230	5303230 Contractor Services - Engineering	27,009,131.24
****	5996310	5996310 RECLASS-Contractual Services-Engineering	14,994.00
****	6996031	6996031 Contractual Services-Engineering	-26,352,968.79
		Outside Services - Engineering	671,156.45
5500	5303210	5303210 Accounting/Auditing Services	991,557.47
5500	6996032	6996032 Contractual Services-Accounting	-108,989.79
		Outside Services - Accounting	882,567.68
****	5303220	5303220 Legal Services	1,160,685.55
****	6996033	6996033 Contractual Services-Legal	-70,791.57
		Outside Services - Legal	1,089,893.98
****	5303850	5303850 Testing Services	1,298,235.97
****	5996350	5996350 RECLASS-Contractual Services-Testing	0
****	6996035	6996035 Contractual Services-Testing	-157,114.41
		Outside Services - Lab Testing	1,141,121.56

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****	5303010	5303010 Contractor Labor - Straight Time	407,218.39
****	5303020	5303020 Contractor Materials	1,121,802.55
****	5303030	5303030 Contractor Services	50,883,728.35
****	5303031	5303031 Contractor Services - Oth-Cross Connect Control	673,780.35
5500	5303032	5303032 Contractor Services - Oth-Hrdw/Sfts Maint	232,313.96
****	5303035	5303035 Contractor Services - Restoration	7,688,449.04
****	5303036	5303036 Contractor Services - Permit Fees	815,753.38
****	5303040	5303040 Environmental Services	58,556.54
****	5303050	5303050 Contractor Services - Leak Detection	326,265.49
****	5303052	5303052 Contractor Services - Sewer Jetting	32,095.71
****	5303053	5303053 Contractor Services - Main Breaks	109,358,627.17
****	5303054	5303054 Contractor Services - Well Cleaning	2,941,932.19
5550	5303055	5303055 Contractor Services - Wastewater Hauling	-3,167.50
5500	5303056	5303056 Contractor Services - Basin-Lagoon Cleaning	250,648.31
5500	5303057	5303057 Contractor Services - Water Sludge hauling	289,921.33
5500	5303058	5303058 Contractor Services - Oth-Hauling	0
5500	5303059	5303059 Contractor Services - PFAS	53,600.00
****	5303061	5303061 Contractor Services - Other-Mains	1,618,178.79
****	5303062	5303062 Contractor Services - Other-Services	9,893,148.68
****	5303063	5303063 Contractor Services - Other-Meters	1,591,464.50
****	5303064	5303064 Contractor Services - Other-Hydrants	1,805,246.26
****	5303145	5303145 Contractor Services - Other-Construction	1,126,644.66
****	5996360	5996360 RECLASS-Contractual Services-Other	-2,883,295.33
****	6996036	6996036 Contractual Services-Other	-181,273,381.12
		Outside Services - Operations	7,009,531.70
5500	5997310	5997310 Other ACO Direct costs	834,475.99
****	5997320	5997320 WorkFlow Processing Fee	1,070,253.01
****	5997330	5997330 WorkFlow Billing Postage	1,597,682.06
5500	5997360	5997360 ACO Lockbox Fees	482,939.52
		Direct ACO Costs	3,985,350.58
		Outside Services - ACO	3,985,350.58
		Outside Services - Other	
****	5303130	5303130 Building & Grounds Maintenance Services	1,648,438.83
****	5303135	5303135 Contractor Services - Grounds Care	2,278,832.34
****	5303840	5303840 Security & Investigative Services	914,871.15
****	6996361	6996361 Contractual Services - Other - Bldg & Grounds	-1,261,816.57
		Outside Services - Bldg & Grounds	3,580,325.75
****	5303150	5303150 Communications Equipment Maintenance Services	6,244.79
****	6996363	6996363 Contractual Services - Other - Communications	-6,244.79
		Outside Services - Communications	0
5500	5303110	5303110 Office Equipment Maintenance Services	1,484.99
****	5303120	5303120 Computer & Software Maintenance Services	56,523.59
****	5303315	5303315 IT/Telecom Contractor Services	906,706.35
5500	6996364	6996364 Contractual Services - Other - IT	-496,015.83
		Outside Services - IT	468,699.10
****	5303140	5303140 Security Equipment Maintenance Services	690,270.34
5500	6996365	6996365 Contractual Services - Other - Security	-6,534.49
		Outside Services - Security	683,735.85
****	5303325	5303325 Professional/Temporary Labor	79,451.33
5500	6996366	6996366 Contractual Services - Other - Temporary Labor	-2,855.36
		Outside Services - Temporary Labor	76,595.97
****	5303190	5303190 Miscellaneous Repairs/Maintenance	328,681.39
****	5303310	5303310 Consultant Services	602,903.59
****	5303320	5303320 Training Services	50,802.09
****	5303890	5303890 Miscellaneous Outside Services	503,564.16
****	6996367	6996367 Contractual Services - Other - Admin & General	-369,189.00
		Outside Services - Admin & General	1,116,762.23
		Total Outside Services - Other	5,926,118.90
		Total Outside Services	20,705,740.85
		Managment Fees	

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5500	8731010	8731010 S&W-Employees	12,241.84
5500	8731030	8731030 S&W-Officers, Directors, Maj Shareholder	7,424.10
		Management Fees - Essential	19,665.94
5500	5996340	5996340 RECLASS-Contractual Services-Management Fees	0
5500	5997210	5997210 Contractor Svs Management Fees	0
****	8730100	8730100 Management Fees Aqua Services - Services	0
5500	8732010	8732010 S&W-Employees	20,662,874.74
5500	8732030	8732030 S&W-Officers, Directors, Maj Shareholder	11,116,767.36
5500	8732040	8732040 Employee Pension and Benefits	411,206.72
5500	8732050	8732050 Employee Taxes	-5.51
5500	8732150	8732150 Purchased Power (WasteWater)	10,700.36
5500	8732200	8732200 Materials and Supplies	2,206,311.02
5500	8732310	8732310 Contractual Services-Engineering	577,521.17
5500	8732320	8732320 Contractual Services-Accounting	255,240.00
5500	8732330	8732330 Contractual Services-Legal	133,133.88
5500	8732340	8732340 Contractual Services-Management Fees	2,463,139.69
5500	8732360	8732360 Contractual Services-Other	13,206,051.59
5500	8732410	8732410 Rental of Building Real Property	128,968.21
5500	8732420	8732420 Rental of Equipment	0
5500	8732500	8732500 Transportation Expenses	11,317.92
5500	8732570	8732570 Insurance General Liability	168.69
5500	8732600	8732600 Advertising Expense	19,671.10
5500	8732750	8732750 Miscellaneous Expense	1,813,999.84
		Management Fees - Water	53,017,066.78
****	8730310	8730310 Management Fees State Admin	0
****	8733010	8733010 S&W-Employees-ST	0
****	8733020	8733020 S&W-Employees-OT	0
****	8733030	8733030 S&W-Officers, Directors, Maj Shareholder	0
****	8733040	8733040 Employee Pension and Benefits	0
****	8733050	8733050 Employee Taxes	0
****	8733070	8733070 LTI/STI	0
****	8733090	8733090 Purchased Water	0
****	8733150	8733150 Purchased Power (WasteWater)	0
****	8733160	8733160 Fuel for Power Production	0
****	8733180	8733180 Chemicals	0
****	8733200	8733200 Materials and Supplies	0
****	8733310	8733310 Contractual Services-Engineering	0
****	8733320	8733320 Contractual Services-Accounting	0
****	8733330	8733330 Contractual Services-Legal	0
****	8733340	8733340 Contractual Services-Management Fees	0
****	8733350	8733350 Contractual Services-Testing	0
****	8733360	8733360 Contractual Services-Other	0
****	8733361	8733361 Contractual Services - Other - Bldg & Grounds	0
****	8733364	8733364 Contractual Services - Other - IT	0
****	8733365	8733365 Contractual Services - Other - Security	0
****	8733366	8733366 Contractual Services - Other - Temporary Labor	0
****	8733367	8733367 Contractual Services - Other - Admin & General	0
****	8733410	8733410 Rental of Building Real Property	0
****	8733420	8733420 Rental of Equipment	0
****	8733500	8733500 Transportation Expenses	0
****	8733570	8733570 Insurance General Liability	0
****	8733600	8733600 Advertising Expense	0
****	8733750	8733750 Miscellaneous Expense	0
****	8733751	8733751 Other Miscellaneous Expense	0
****	8733830	8733830 Capitalized Depreciation	0
		Management Fees - State	0
5500	6996034	6996034 Contractual Services-Management Fees	-24,129,469.39
		Capitalized Management Fees	-24,129,469.39
		Total Management Fees	28,907,263.33
		Leases	

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****	5307010	5307010 Rent Expense - Buildings	650,114.12
****	5307050	5307050 Rent Expense - Land & Land Rights	63,645.93
****	5996410	5996410 RECLASS-Rental of Building Real Property	0
****	6996041	6996041 Rental of Building Real Property	-4,318.00
		Leases - Building	709,442.05
****	5307030	5307030 Rent Expense - Equipment (Office & Other)	78,265.34
5500	5996420	5996420 RECLASS-Rental of Equipment	17,769.00
****	6996042	6996042 Rental of Equipment	-57,264.71
		Leases - Equipment	38,769.63
5500	5307090	5307090 Rent Expense - Miscellaneous	6,142.62
		Leases - Other	6,142.62
		Total Leases	754,354.30
		Transportation	
****	5303170	5303170 Automobile Repairs/Maintenance	65,399.44
****	5304210	5304210 Auto Parts & Supplies	1,069,973.15
5500	5399070	5399070 Vehicle Expenses-Fleet System- Maintenance	239,488.94
		Transportation - Services & Maintenance	1,374,861.53
****	5307040	5307040 Rent Expense - Vehicles	0
5500	5399077	5399077 Transportation - Vehicle Leases	82,024.61
		Transportation - Leases	82,024.61
****	5304510	5304510 Gasoline	1,651,828.68
5500	5304515	5304515 Diesel Fuel	263,686.41
5500	5304516	5304516 Natural Gas Fuel	15,671.81
5500	5304520	5304520 Fuel-Off Hwy Equip	8,765.55
		Transportation - Fuel	1,939,952.45
5500	5303175	5303175 Contractor Srvcs-Transportation-Corp Claims Mgmt	31,509.66
5500	5399079	5399079 Transportation-Crash	35,638.95
****	5996500	5996500 RECLASS-Transportation Expenses	-246,668.93
****	8720500	8720500 Transportation Overhead	-4,699.95
		Transportation - Other	-184,220.27
****	6996050	6996050 Transportation Expenses	-1,097,063.62
		Capitalized Transportation	-1,097,063.62
		Total Transportation	2,115,554.70
		Miscellaneous Expenses	
****	5308010	5308010 Subscriptions	98,695.26
****	5308021	5308021 Professional Dues	6,210.47
****	5308041	5308041 Industry Assoc Dues	21,069.06
****	5308090	5308090 Other Dues&Membershp	688,469.65
		Dues & Subscriptions	814,444.44
****	5310010	5310010 Operating Permits	5,176.44
****	5310020	5310020 Licensing Fees	792,940.26
****	5310050	5310050 Environmental Fees	12,643.74
		Licenses & Permits	810,760.44
5500	5310080	5310080 Bank Fees	14,097.33
****	5310085	5310085 Bond Servicing Fees	241,511.82
		Bank Fees	255,609.15
****	5302010	5302010 Travel Expense	267,361.39
****	5302015	5302015 Travel - Meals (50% Non-Deductible)	207,334.41
****	5302016	5302016 Travel - Meals (100% Deductible)	1,331.99
5500	5302020	5302020 Entertainment Expense	35,071.29
****	5302021	5302021 Entertainment Expense - Non-Deductible	85,341.57
5500	5302022	5302022 Entertainment Expense-50% Non-Deductible	10,398.28
		Travel & Entertainment	606,838.93
****	5303830	5303830 Advertising	69,514.38
5500	5399110	5399110 Chamber of Commerce & Civic Org	266,661.75
5500	6996060	6996060 Advertising Expense	-300
		Public Relations	335,876.13
5500	5399210	5399210 Penalties - Operating - Nondeductible-WTR/WWTR	46,589.00
		Fines & Penalties	46,589.00
****	5304310	5304310 Office Supplies	455,180.76

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****	5304320	5304320 Postage, Shipping, & Freight	254,685.95
****	5304350	5304350 Office Furn & Equip	117,815.23
****	5304360	5304360 Promotion Supplies	81,527.52
****	5304410	5304410 Purchasing Card Expenses-MC	-553,289.72
		Office Supplies	355,919.74
****	5309010	5309010 Utilities - Electric and Gas	34,390.13
5500	5309020	5309020 Utilities - Phone	975.2
****	5309021	5309021 Utilities - Wireless Services-Cell Phones & Pagers	0
****	5309025	5309025 Utilities - Communications	1,567,015.89
****	5309030	5309030 Utilities - Water	93,258.82
****	5309040	5309040 Utilities - Other	11,138.46
		Utilities	1,706,778.50
****	5310090	5310090 Miscellaneous Fees	15,403.77
5500	5310100	5310100 Other Misc – PFAS	35.29
5500	5320140	5320140 Land Rights & Right of Way Fees	58,150.00
5500	5399040	5399040 Lost Discount Exp	21,259.28
5500	5399050	5399050 Regulatory Deferrals/Amortization	339,418.00
****	5399900	5399900 Miscellaneous Expense	-2,682,511.83
5500	5399910	5399910 Miscellaneous Expense - Acct Recon Write-offs	40,569.91
****	6996751	6996751 Other Miscellaneous Expense	-159,542.01
		Other Miscellaneous	-2,367,217.59
****	5303900	5303900 Conversion-Projects	2,934,767.06
****	5399061	5399061 CIAC-Project offset	14,607,882.01
****	5399062	5399062 Contrib in Aid of Constr - Non-Cash - Non-Taxable	-4,668,608.79
****	5399064	5399064 Contrib in Aid of Constr - Cash - Non-Taxable	-9,924,812.26
5500	5399074	5399074 Vehicle Purchases	2,076,584.07
****	5399310	5399310 Advances for Construction - Non-Cash - Non-Taxable	-13,419,569.16
****	5399315	5399315 Advances for Construction - Cash - Non-Taxable	2,809,659.49
****	5399340	5399340 Salvage Proceeds	-926,564.14
****	5996750	5996750 RECLASS-Miscellaneous Expense	12,000.00
****	5996850	5996850 RECLASS-Capital Overhead	32,025.49
****	6996075	6996075 Miscellaneous Expense	-4,821,105.46
****	6996081	6996081 CIAC	-14,460.96
****	6996082	6996082 CAC	10,609,909.67
****	6996085	6996085 Capital Overhead	-27,259.93
****	8720400	8720400 A&G Capital Support Overhead	-1,879.36
****	8720900	8720900 Engineering Overhead	-2,237.49
		Capital Miscellaneous & Overheads	-723,669.76
		Total Miscellaneous Expenses	1,841,928.98
		Insurance	
****	5305010	5305010 Injury Expenses	4,486,444.02
5500	5305020	5305020 Damages - Property	471,843.59
5500	5305030	5305030 Claims Reimburse	-2,684.12
****	5305050	5305050 Worker's Compensation Claim Expenses	837,498.90
****	5305060	5305060 Worker's Compensation Admin	76,137.00
****	5306010	5306010 Insurance-Directors&Officers/Fiduciary/Crime	2,011,396.00
5500	5306060	5306060 Insurance-General Property	135,544.08
****	5996560	5996560 RECLASS-Insurance Vehicle	0
****	5996570	5996570 RECLASS-Insurance General Liability	0
****	5996580	5996580 RECLASS-Insurance Workman's Compensation	0
****	5996590	5996590 RECLASS-Insurance Other	0
5500	6996056	6996056 Insurance Vehicle	0
5500	6996057	6996057 Insurance General Liability	-1,411,574.66
5500	6996058	6996058 Insurance Workman's Compensation	-281,581.98
5500	6996059	6996059 Insurance Other	-618,993.42
		Total Insurance	5,704,029.41
		Bad Debt	
****	5311020	5311020 Uncollect Accts Exp-Writeoffs	4,703,937.02
****	5311030	5311030 Uncollect Accts Exp-Recovery of Bad Debt	-493,483.76
****	5311040	5311040 Uncollect Accts Exp-Reserve Change	-1,805,486.13

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5500	5996700	5996700 RECLASS-Bad Debt Expense	-58,223.73
5500	6996070	6996070 Bad Debt Expense	58,223.73
		Total Bad Debt	2,404,967.13
		Non Operating Expenses	
****	5381000	5381000 Acquisition Related Expenses	1,621,061.24
5500	6201011	6201011 Donations - 501(c)(3)	143,389.68
5500	6202021	6202021 Non Utility Civic/Politic Activities	-33,664.26
5500	6204011	6204011 Rent Expense - Non-Utility Operations	0
5500	6204020	6204020 Misc NonUtil Exp-Antennae	36,787.00
****	6204050	6204050 Misc NonUtil Exp-Non-Cust Rel	15,671.56
5500	6204080	6204080 Misc NonUtil Exp-Bill Mat&Serv	18,950.00
5500	6204130	6204130 Misc NonUtil-N-Cust-Trv & Pers	0
5500	6204140	6204140 Misc NonUtil-N-Cust-Act & Evt	700
****	6204150	6204150 Misc NonUtil Exp-Other	574,508.29
****	6204160	6204160 Misc NonUtil-Other-Prof Servic	209,487.56
5500	6204170	6204170 Misc NonUtil-Nontax Ded Bus Ex	348,148.00
		Total Non Operating Expenses	2,935,039.07
		Total Operations & Maintenance Expense	163,373,181.22
		Depreciation:	
****	5501001	5501001 Deprec Exp - Utility Plant	135,895,760.63
5550	5501091	5501091 Depreciation Expense - Non-Utility Plant	1.72
****	5502011	5502011 Amortization Expense - CIAC	-4,167,195.83
		Total Depreciation	131,728,566.52
		Amortization:	
****	5507011	5507011 Amortization Exp - Rate Case Expenses WT/WW	339,368.36
****	5507020	5507020 Regulatory Commission Amort - Other	0
****	5507070	5507070 Amort-Util Plant Acq Adj	-973,609.64
5500	6402421	6402421 Amort Debt Disc & Exp - Essential	146,922.45
		Total Amortization	-487,318.83
		Taxes Other Than Income:	
****	5310031	5310031 Assessment-PUC	2,496,817.50
****	5310032	5310032 Assessment-Consumer Advocate	876,032.00
****	5310033	5310033 Assessment-SBA	162,283.00
5500	5310034	5310034 Pumping Fees	0
****	5310035	5310035 Assessment-DPC	14,750.00
****	5702101	5702101 Property Taxes	12,891.67
****	5702120	5702120 Property Taxes-WT/WW	1,462,392.86
5500	5703100	5703100 Payroll Taxes	4,275,915.25
5500	5709101	5709101 Other Miscellaneous Taxes	6,015.65
5500	5709140	5709140 Other Taxes-PURTA	4,373,226.98
****	5996050	5996050 RECLASS-Employee Taxes	478.69
****	6996005	6996005 Payroll Tax	-1,394,424.53
****	8720100	8720100 Payroll Tax Overhead	-5,590.66
		Total Taxes Other Than Income	12,280,788.41
		TOTAL UTILITY COSTS & EXPENSES	306,895,217.32
		TOTAL OPERATING INCOME	-337,115,017.12
		OTHER (INCOME) EXPENSE	
		Interest Expense:	
5500	6499021	6499021 Interest Expense - Short Term Debt	1,220,801.41
		Interest on Short Term Debt	1,220,801.41
****	6499011	6499011 Interest Expense - Long Term Debt	85,181,884.42
		Interest on LTD	85,181,884.42
5500	6402430	6402430 Amort-Debt Issuance Costs	617,654.59
5500	6402440	6402440 Amort-Premium/Disc on Debt	-71,232.00
		Amortization of Debt Issuance Costs	546,422.59
		Interest on Long Term Debt	85,728,307.01
5510	6101910	6101910 Interest Inc-Banks	0
		Interest Income	0
		Other Interest (Income) Expense	0
****	5996800	5996800 Reclass-AFUDC-Debt	4,614.01

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****	5996801	5996801 Reclass-AFUDC-Equity	0
****	6404001	6404001 Allowance for Funds Used Dur Constr-Debt	-2,400,843.60
****	6499998	6499998 Capitalized AFUDC Debt - Project Use	2,714,480.06
****	6996080	6996080 AFUDC-Debt	-2,719,034.27
		AFUDC - Debt	-2,400,783.80
****	6103000	6103000 Allowance Funds Used During Construction-Equity	-5,557,656.46
****	6499999	6499999 Capitalized AFUDC Equity - Project Use	5,557,656.46
****	6996086	6996086 AFUDC-Equity	-5,557,716.26
		AFUDC - Equity	-5,557,716.26
		Allow For Funds Used During Construction	-7,958,500.06
		Total Interest Expense	78,990,608.36
		Other Net (Income) Expense:	
****	5380011	5380011 Operating Gain/Loss-Disposition of Assets	-559,076.21
		Gains from Sales of Property	-559,076.21
5500	6299100	6299100 Other Expense - Non-Service Cost Benefits-Pension	-3,301,298.00
5500	6299101	6299101 Other Expense - Non-Service Cost OPEB	-890,952.00
****	6299102	6299102 Nonqual - Non Service Cost	175,201.00
		Other Net Periodic Benefit Costs	-4,017,049.00
		Other Net (Income) Expense	-4,576,125.21
		TOTAL OTHER (INCOME) EXPENSE	74,414,483.15
		TOTAL INCOME BEFORE TAX & GAIN	-262,700,533.97
		INCOME TAXES	
		Income Taxes - Current	
****	6310011	6310011 Federal Income Tax Expense	3,343,359.97
5500	6310021	6310021 FIN 48 Federal Income Tax Expense	3,835,503.94
		Federal Taxes - Current	7,178,863.91
****	6311011	6311011 State Income Tax Expense	2,471,102.89
5500	6312011	6312011 FIN 48 State Income Tax Expense	866,618.47
		State Taxes - Current	3,337,721.36
		Total Income Taxes - Current	10,516,585.27
		Income Taxes - Deferred	
****	6320021	6320021 Defd Federal Income Tax Expense-Noncurr Asset	7,805,965.22
****	6320031	6320031 Defd Federal Income Tax Expense-Other Curr Liab	-9,270,776.55
****	6320041	6320041 Defd Federal Income Tax Expense-Plant Noncurr Liab	49,292,452.05
5500	6320046	6320046 Defd Federal Income Tax Expense-EDIT Amortization	907,929.00
****	6320051	6320051 Defd Federal Income Tax Expense-Other NC Liab	-48,414,765.01
5500	6320110	6320110 ITC-Def Future Periods-Federal	0
5500	6322011	6322011 Amortization - Deferred ITC	-253,412.00
		Federal Taxes - Deferred	67,392.71
****	6321021	6321021 Defd State Income Tax Expense-Noncurr Asset	10,425,341.35
****	6321031	6321031 Defd State Income Tax Expense-Other Curr Liab	-11,677,115.43
****	6321041	6321041 Defd State Income Tax Expense-Plant Noncurr Liab	21,468,268.07
****	6321051	6321051 Defd State Income Tax Expense-Other NC Liab	-2,847,346.07
		State Taxes - Deferred	17,369,147.92
		Total Income Taxes - Deferred	17,436,540.63
		TOTAL INCOME TAXES	27,953,125.90
		TOTAL NET INC BFR EQTY EARNG IN SUBSIDIARIES	-234,747,408.07
		Equity Earnings in Subsidiaries	
5500	4700311	4700311 Equity Earnings in Subsidiary-5510-Honesdale	-3,192,277.18
5500	4700312	4700312 Equity Earnings in Subsidiary-5550-Aqua PA Wastewa	-20,069,064.66
		Total Equity Earnings in Subsidiaries	-23,261,341.84
		TOTAL NET INCOME	-258,008,749.91
		NET INCOME AVAILABLE FOR COMMON	258,008,749.91
		TOTAL NET INCOME AVAILABLE FOR COMMON	0

Exhibit D

Form of Sewer Easement Agreement

Prepared by:

Record and Return to:

Tax Parcel Numbers:

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (this "Agreement") is dated _____, 202_ and is effective as of _____, 2025 by and between [_____] ASSOCIATION, a Pennsylvania non-profit corporation ("Grantor") having an address of [_____] as grantor, and AQUA PENNSYLVANIA WASTEWATER, INC., a Pennsylvania corporation ("Grantee") with an address located at 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, as grantee.

BACKGROUND

A. [Name of condominium] is a condominium formed under the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat. §§3101 et seq. (the "Condo Act"), consisting of approximately [_____] acres of real property, located in the Township of Cheltenham, Montgomery County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Condominium").

B. The Condominium is governed by a certain Declaration of Condominium of [Name of Condominium] dated [date] and recorded on [date] in the Montgomery County Recorder of Deeds Office (the "Recorder's Office") in Deed Book [____], page [____], Instrument Number [____] (as amended, restated or supplemented from time to time, the "Declaration").

C. Grantor is the condominium association created under the Declaration and is a member of the Breyer Master Association, a Pennsylvania non-profit corporation (the "Master Association"). The other members of the Master Association are [Breyer Court Condominium Association, a Pennsylvania non-profit corporation ("Breyer Court Association")], [Breyer Woods Condominium Association a Pennsylvania non-profit corporation ("Breyer Woods Association")], and [One Breyer Estates Condominium Association, a Pennsylvania non-profit corporation ("Breyer Estates Association")]. Collectively, Grantor, [Breyer Court Association], [Breyer Woods Association], and [Breyer Estates Association] are referred to collectively as the "Member Associations".

D. The Master Association was formed to, among other things, maintain the "Common Property" as defined in the Bylaws of Breyer Master Association recorded on February 16, 2001 in the Recorder's Office in Deed Book 5350, page 2065 (the "Master Association Bylaws"), as such Common Property is depicted in that certain Master Subdivision Plan prepared by Pennoni Associates, Inc., entitled "Record Plan for Breyer Tract (Master Subdivision Plan)" initially dated December 9, 1982 recorded on February 1, 1993 in the Recorder's Office in Plan Book A-54, pages 46-47 (as amended, restated or supplemented from time to time, the "Master Subdivision Plan").

E. The Condominium is a "Membership Parcel" as defined in the Master Association Bylaws.

F. The Common Property and the Membership Parcels (including the Condominium) are subject to (i) a certain Declaration of Covenants, Conditions, Restrictions and Easements dated August 12, 1981 by the Philadelphia Council of the Boy Scouts of America, as declarant and Old York Road Associates, as developer, recorded in the Recorder's Office on October 6, 1981 in Deed Book 4662, page 434 (as may be amended, restated or supplemented from time to time, the "Declaration of Covenants"); (ii) a certain Declaration of Easements dated as of July 1, 1983 by Philadelphia Council of the Boy Scouts of America, Old York Road Associates, and Breyer Office Associates recorded in the Recorder's Office in Deed Book 4716, page 1536 (as may be amended, restated or supplemented from time to time, the "Declaration of Easements"); and (iii) the Declaration of Rights, Powers and Privileges, each by Philadelphia Council of the Boy Scouts of America and Old York Road Associates, each dated August 12, 1981 and recorded in the Recorder's Office in Deed Book 4673, page 381 and Deed Book 4673, page 448 (as may be amended, restated or supplemented from time to time, the "Declaration of Rights").

G. Pursuant to Section 3 of the Declaration of Easements, the Master Association, Grantor and the other Member Associations are the beneficiaries of certain easements depicted on the Master Subdivision Plan and identified as "Sanitary Sewer Easement" and "Surge Tanks Easement", as shown on Exhibit "B", attached hereto and made a part hereof.

H. Pursuant to Section 11.1 of the Master Association Bylaws, each of the Member Associations granted to the Master Association the following easements: "(i) an easement on, over and under that portion of the Common Property located on such Owner's Membership Parcel, for the purposes of the inspection, management, maintenance, operation, repair, replacement and improvement of the Common Property, or any portion thereof, and (ii) an easement of ingress and egress across such portion of such Membership Parcel as may be necessary for the purpose of access to the Common Property located thereof or located on any other portion of the Property" (collectively, the "Access Easements").

I. On or about the date hereof, Grantee has acquired title to the wastewater collection and conveyance system (the "Wastewater System") that provides wastewater to customers owning units within the Condominium, as well as to customers owning units in the other Membership Parcels, and Salus University (formerly known as the Pennsylvania College of Optometry and now a component of Drexel University), including without limitation, the easements owned by the Master Association, Grantor and the other Member Associations related to such Wastewater System.

J. Vehicular access to the Sanitary Sewer Easement and the Surge Tanks Easement is available via an access road off of Meetinghouse Road which is depicted as "Existing Access Drive (Variable Width)" on Exhibit "C" attached hereto and made a part hereof (the "Access Drive"). The Existing Access Drive encroaches upon property not owned by Grantor in the area shown on Exhibit C as "Encroachment Area".

K. In connection with such purchase and sale, Grantor has agreed to assign and/or convey to Grantee, such easements that Grantee requires to utilize, maintain, inspect, operate, repair and replace any of the assets of the Wastewater System, and to provide Grantee with access to the Wastewater System, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Background; Capitalized Terms. The Background of this Agreement is incorporated herein as if set forth in full. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Association Bylaws.

2. Grant of Easement Rights.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, assigns, transfers and conveys unto Grantee, its successors and assigns, the perpetual, non-exclusive right and privilege, in connection with the use, maintenance, inspection, operation, repair and replacement of the assets of the Wastewater System, to utilize the following easements to the extent that Grantor is a beneficiary of such easements under the Declaration of Easements and the Master Association Bylaws, as applicable (collectively, the “Easements” and the areas in which such Easements are located, the “Easement Areas”):

(i) The Sanitary Sewer Easement and Surge Tanks Easement, as shown on Exhibit “B” and made a part hereof; and

(ii) The Access Easements.

(b) Grantee’s rights in the Easement Areas also shall include rights to those areas contiguous to the Easement Areas described in subsection (a) above as may be reasonably necessary from time to time for Grantee’s use, maintenance, inspection, operation, repair and replacement of the assets of the Wastewater System.

(c) For the avoidance of doubt, Grantor shall retain and reserve the uninterrupted right to use the Easement Areas. Grantee’s use, maintenance, inspection, operation, repair and/or replacement activities related to the Easement Areas shall not (i) materially interfere with Grantor’s use and enjoyment of such Easement Areas or (ii) cause any material damage to any of Grantor’s facilities. Grantor and Grantee each acknowledge and agree that there shall be no obstruction of the Easement Areas and no use of the Easement Areas other than as set forth in this Agreement.

(d) Grantor makes no representations or warranties concerning the suitability of the Easements for any purpose. Grantee accepts the Easements based solely on its own due diligence, and accepts the Easement Areas in their as-in conditions, with all faults and defects whether known or unknown.

3. Right to Enforce. It is specifically understood and agreed that Grantee is intended to be a direct beneficiary of the Easements as contained in the Master Association Bylaws and the Declaration of Easements, and as such, Grantee will have the right, power and privilege to enforce the provisions thereof, subject in all cases to the express understanding and intention that the rights, powers and privileges hereby granted shall be applicable to and shall be limited to the rights granted to Grantee herein.

4. Specific Rights as to Termination or Amendment. It is specifically understood and agreed that (i) any termination of the Declaration of Easements (pursuant to Section 5.07 thereof) and (ii) any amendment to or modification to the Master Association Bylaws (pursuant to Section 11.2 thereof) or the Declaration of Covenants, or the Final Plan (pursuant to Section 6.02 of the Declaration of Covenants), which amendment or modification shall have direct applicability and specifically pertain to the Easements as described in clauses (i), (ii) or (iii) of Section 3 above, shall in each case require the written approval thereof by Grantee and will appear in an instrument of termination or amendment or modification, as the case may be, and where appropriate, filed with the Recorder’s Office.

5. Rights Personal. All of the rights and privileges granted herein to Grantee are expressly understood to be personal to Grantee and any successor owner of Grantee’s right, title and interest in the Wastewater System, and any attempt to assign or transfer such rights and privileges in violation of this restriction shall automatically become void and of no further force or effect.

6. Compliance with Laws. Each party shall comply with all applicable notices, rules, regulations, laws and ordinances, of all governmental and regulatory agencies in its respective use of the Easement Areas.

7. Indemnification by Grantee. Grantee shall indemnify, defend, and hold Grantor, the Master Association and the other Member Associations, and their respective agents, employees, directors, officers, successors and assigns (collectively, the "Grantor Parties"), harmless from and against any damages, liabilities, actions, claims and expenses (including without limitation reasonable attorneys' fees and costs) which may be made upon, sustained, or incurred by the Grantor Parties in connection with (i) the loss of life, personal injury or damage to property resulting from the negligence or willful misconduct of Grantee, its employees, agents and/or contractors in their use, maintenance, inspection, operation, repair and/or replacement of the Easements and the Wastewater System facilities located within the Easement Areas, and/or (ii) the use of the Easements and the Wastewater System facilities located within the Easement Areas; or from any activities completed by this Agreement undertaken by Grantee or anyone claiming by, through or under Grantee. This indemnification shall not extend to claims arising out of the willful misconduct, gross negligence or fraud of the Grantor Parties.

8. Indemnification by Grantor. The Master Association and the other Member Associations, and their respective agents, employees, directors, officers, successors and assigns (collectively, the "Grantor Parties") shall indemnify, defend, and hold Grantee, its agents, employees, directors, officers, successors and assigns harmless from and against any damages, liabilities, actions, claims and expenses (including without limitation reasonable attorneys' fees and costs) which may be made upon, sustained, or incurred by the Grantee as a result of the Grantor's failure to hold an easement over the Encroachment Area.

9. Insurance. Grantee shall obtain, maintain and keep in full force and effect, commercial general liability insurance insuring against any claims for personal bodily injury, death, property damage occurring on, in or about the Easements with a combined single limit for each occurrence of not less than \$1,000,000 and \$2,000,000 general aggregate per location and shall be provided on an "occurrence" basis. The Master Association and the Member Associations, including Grantor, shall be named as additional insureds on such policy. Such policy shall provide that the coverage may not be canceled, permitted to expire, or materially changed without at least ten (10) days prior written notice to the Master Association. The Master Association shall have the right, in its reasonable discretion, to periodically review and modify the insurance requirements hereunder. Prior to initiating any work within the Easement Areas, Grantee shall furnish to the Master Association evidence of insurance meeting these requirements.

10. Mechanic's Liens. Grantee will not voluntarily suffer or permit any contractor's, subcontractor's or supplier's lien (a "Mechanic's Lien") to be filed against the Common Property, the Condominium or the other Membership Parcels by reason of the use, maintenance, inspection, operation, repair and/or replacement of the Easements and the Wastewater System facilities located within the Easement Areas, or other act by Grantee. Grantee shall promptly pay any contractors and materialmen who perform any such work in order to avoid the possibility of a Mechanic's Lien attaching to the Common Property, the Condominium or the other Membership Parcels. Grantee shall indemnify, defend and hold harmless the Grantor Parties from and against all costs and expenses (including, without limitation, attorneys' fees arising out of any such Mechanic's Liens. If any Mechanic's Lien shall at any time be filed against the Common Property, the Condominium or the other Membership Parcels or any part thereof, then within fifteen (15) days after notice of the filing thereof, Grantee shall cause such Mechanic's Lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Grantee shall fail to cause such Mechanic's Lien to be discharged as aforesaid, then in addition to any other right or remedy, Grantor may, but shall not be obligated to, discharge such Mechanic's Lien either by paying the amount claimed to be due or by procuring the discharge of such Mechanic's Lien by deposit or by bonding proceedings. Any amount so paid by Grantor, plus all of Grantor's costs and expenses

associated therewith (including, without limitation, reasonable attorneys' fees and costs), shall be paid by Grantee to Grantor on demand.

11. Notices. All notices and other communications under this Agreement shall be in writing, and shall be (i) personally delivered (including delivery by Federal Express or other private overnight courier service); or (ii) sent by certified mail, postage prepaid, return receipt requested to the address set forth in the introductory paragraph of this Agreement (or such other address as the parties hereto may from time to time specify) which, in either case, shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event it shall be deemed delivered on the date sent.

12. Invalidity. If any provision or provisions of this Agreement, or the application thereof to any party, shall be held to be invalid, illegal or otherwise unenforceable, the remaining provisions hereof or the application of such provisions to any party or any person or any circumstance other than as to those which it is held to be invalid, illegal, or unenforceable, shall remain in full force and effect and shall not be affected by such invalidity, illegality, or unenforceability.

13. Entire Agreement. This Agreement, together with the applicable provisions of the Declaration of Easements, the Master Association Bylaws and the Declaration of Covenants, contain the entire understanding between Grantor and Grantee with respect to the Easements and there are no other terms, obligations, covenants or conditions of any kind relating thereto.

14. Modifications. Any amendments or modifications to this Agreement must be made in writing and executed by all of the parties hereto.

15. Counterparts. This Agreement may be executed in multiple (identical) counterparts and/or with the signatures of the parties set forth on separate signature pages.

16. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

17. No Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures.

18. Recordation. This Agreement is intended to be recorded in the Recorder's Office.

19. Parties in Interest. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and, subject to Section 5 hereof, assigns.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

GRANTOR:

[_____] ASSOCIATION, a
Pennsylvania non-profit corporation

By: _____

Name:

Title:

STATE OF PENNSYLVANIA :

: ss.

COUNTY OF _____ :

On this, the ____ day of _____, 202[], before me, a Notary Public, the undersigned officer personally appeared, [_____], known to me (or satisfactorily proven) to be the [_____] of the [_____], a Pennsylvania non-profit corporation, acknowledged that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Stormwater Drainage And Utility Easement Agreement the day and year first above written.

GRANTEE:

AQUA PENNSYLVANIA WASTEWATER, INC., a Pennsylvania corporation

By: _____

Name: _____

Title: _____

STATE OF PENNSYLVANIA :

: SS

COUNTY OF _____ :

On this, the ____ day of _____, 202[], before me, a Notary Public, the undersigned officer personally appeared, [_____], known to me (or satisfactorily proven) to be the [_____] of AQUA PENNSYLVANIA WASTEWATER, INC., a Pennsylvania corporation, acknowledged that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF CONDOMINIUM

DECLARATION OF EASEMENTS
by
Philadelphia Council of the
Boy Scouts of America
and
Old York Road Associates

Exhibit A
Legal Description of the Property

BOOK 4716 PG 1566



Exhibit A
Legal Description of the Property

ALL THAT CERTAIN parcel or tract of land situate in the Township of Cheltenham, County of Montgomery and Commonwealth of Pennsylvania as shown on Drawing Number 7, entitled "Record Plan for Breyer Tract (Master Subdivision Plan)", prepared by Pennoni Associates Inc., dated December 9, 1982 last revised August 4, 1983 and being more particularly bound and described as follows:

BEGINNING at a point in the southerly line of Township Line Road, 62.00 feet wide at this point, said point being the point of tangency of a curve, radius of 40.00 feet, connecting the southerly line of Washington Lane (L.R. 46119), 69.00 feet wide at this point, with the aforementioned southerly line of Township Line Road; thence (1) along said southerly line of Township Line Road, S 46° 21' 56" E a distance of 902.99 feet to an angle point; thence (2) along same, S 41° 47' 30" E a distance of 100.32 feet to an angle point; thence (3) still along said line of Township Line Road, S 46° 21' 56" E a distance of 214.51 feet to a point of curvature; thence (4) along a curve to the right, having a radius of 90.94 feet for an arc distance of 42.67 feet to a point in the westerly line of Old York Road (L.R. 151), 64.00 feet wide; thence (5) along said westerly line of Old York Road, S 07° 02' 55" W a distance of 791.83 feet to a point; thence (6) along same, along a curve to the left, having a radius of 1,467.49 feet for an arc distance of 56.96 feet to a point, a corner common to lands now or formerly of Briar Properties, Inc., said curve having a chord bearing of S 02° 22' 53" W and chord distance of 56.95 feet; thence (7) along said line of Briar Properties Inc., S 63° 15' 03" W a distance of 938.77 feet to a point, a monument; thence (8) along same, S 45° 08' 25" E



Pennoni Associates Inc.
Consulting Engineers
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BOOK 4716 P 1567



a distance of 109.05 feet to a point in the westerly line of Briar Road (formerly Chestnut Avenue), 40.00 feet wide; thence (9) along said westerly line of Briar Road, in a southwesterly direction, along a curve to the left, having a radius of 143.24 feet for an arc distance of 118.45 feet to a point of tangency; said curve having a chord bearing of S 47° 54' 15" W and chord distance of 115.10 feet thence (10) along same, S 24° 12' 55" W a distance of 360.14 feet to a point; thence (11) along same, in a southeasterly direction, along a curve to the right, having a radius of 152.36 feet for an arc distance of 113.67 feet to a point of tangency; said curve having a chord bearing of S 47° 43' 37" E and chord distance of 129.42 feet; thence (12) still along the westerly line of Briar Road, S 22° 35' 35" E a distance of 376.20 feet to a point in the northerly line of Church Road (L.R. 197), variable width; thence (13) along said line of Church Road, N 73° 51' 35" W a distance of 287.12 feet to a point; thence (14) along same, in a westerly direction, along a curve to the left, having a radius of 1,457.39 feet for an arc distance of 261.51 feet to a point of tangency, said curve having a chord bearing of N 69° 43' 51" W and chord distance of 261.16 feet; thence (15) along same N 74° 52' 17" W a distance of 2.30 feet to a point in the easterly right of way line of formerly the North Pennsylvania Railroad (now Conrail); thence (16) along said easterly right of way line, N 20° 50' 35" W a distance of 52.41 feet to a point; thence (17) along same, N 18° 21' 35" W a distance of 505.10 feet to a point, a rail monument; thence (18) along same, N 14° 26' 35" W a distance of 198.00 feet



Pennoni Associates Inc.
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BOOK 471631568



to a point, a rail monument; thence (19) along same, N 13° 26' 35" W a distance of 163.94 feet to a point, a rail monument; thence (20) still along the easterly right of way line of Conrail, N 11° 38' 12" W a distance of 176.00 feet to a point; thence (21) along same, N 12° 32' 05" W a distance of 355.00 feet to a point; thence (22) along same, N 11° 20' 15" W a distance of 201.00 feet to a point; thence (23) along same, N 09° 52' 33" W a distance of 196.00 feet to a point; thence (24) along same, N 12° 24' 18" W a distance of 404.00 feet to a point; thence (25) still along the easterly right of way line of Conrail, N 12° 33' 12" W a distance of 265.33 feet to a point in the southerly line of Washington Lane, 72.00 feet wide at this point; thence (26) along said southerly line of Washington Lane, N 75° 19' 00" E a distance of 355.75 feet to a point of curvature; thence (27) along same, along a curve to the left, having a radius of 1,468.69 feet for an arc distance of 319.49 feet to a point; thence (28) along a radial line, N 27° 08' 49" W a distance of 1.50 feet to a point; thence (29) along the southerly line of Washington Lane, 69.00 feet wide at this point, in a northeasterly direction, along a curve to the left, having a radius of 1,467.19 feet for an arc distance of 195.55 feet to a point of tangency; thence (30) along same, N 55° 13' 00" E a distance of 260.38 feet to a point of curvature; thence (31) along a curve to the right, having a radius of 40.00 feet for an arc distance of 54.75 feet to the first mentioned point and place of BEGINNING.

CONTAINING 78.5610 Acres of Land.

SUBJECT to all easements and restrictions of record.

BOOK 471681569



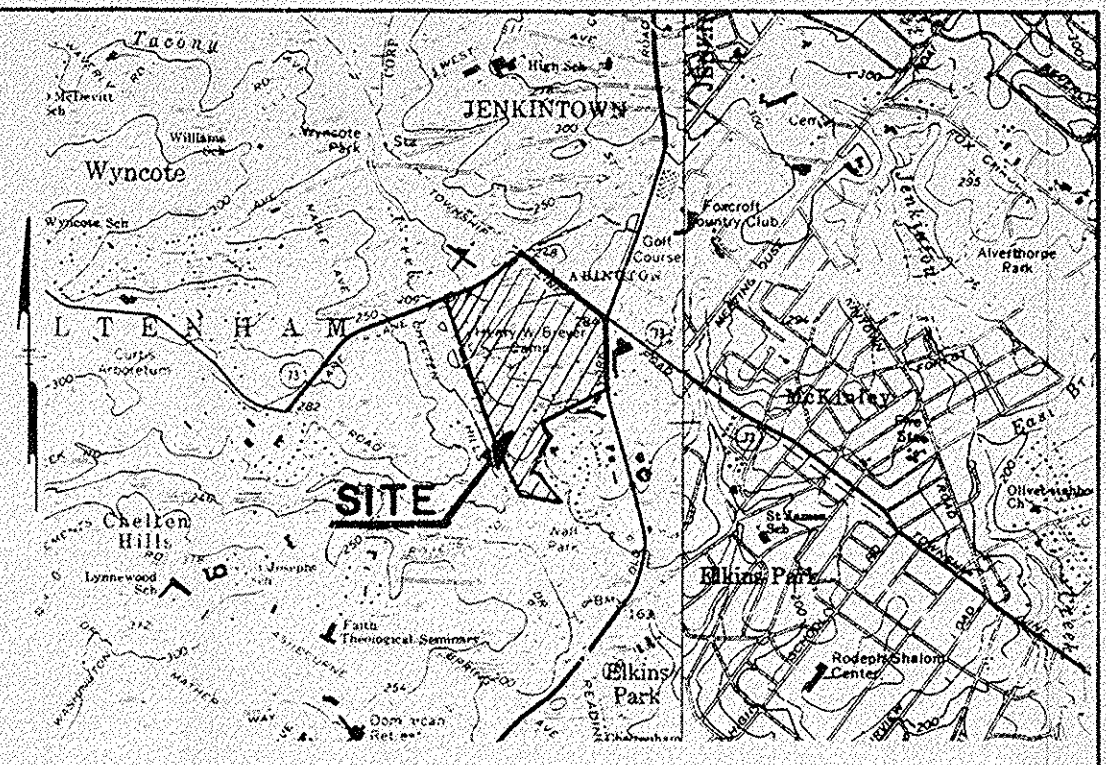
Pennoni Associates Inc.
Consulting Engineers
[Page 3 of 3 Pages]



EXHIBIT B

SANITARY SEWER EASEMENT AND SURGE TANKS EASEMENT

MCPC No. 87-188
PROCESSED and REVIEWED. Report prepared by
Montgomery County Planning Commission
in accordance with the Municipalities Planning Code.
Certified this date: 8/1/93
Holly J. Ingers
For the Director
Montgomery County Planning Commission
NOTES NO LONGER APPLICABLE TO THIS PLAN
SHALL BE CROSSED-OUT WHEN PLAN IS
ISSUED AFTER REVISIONS

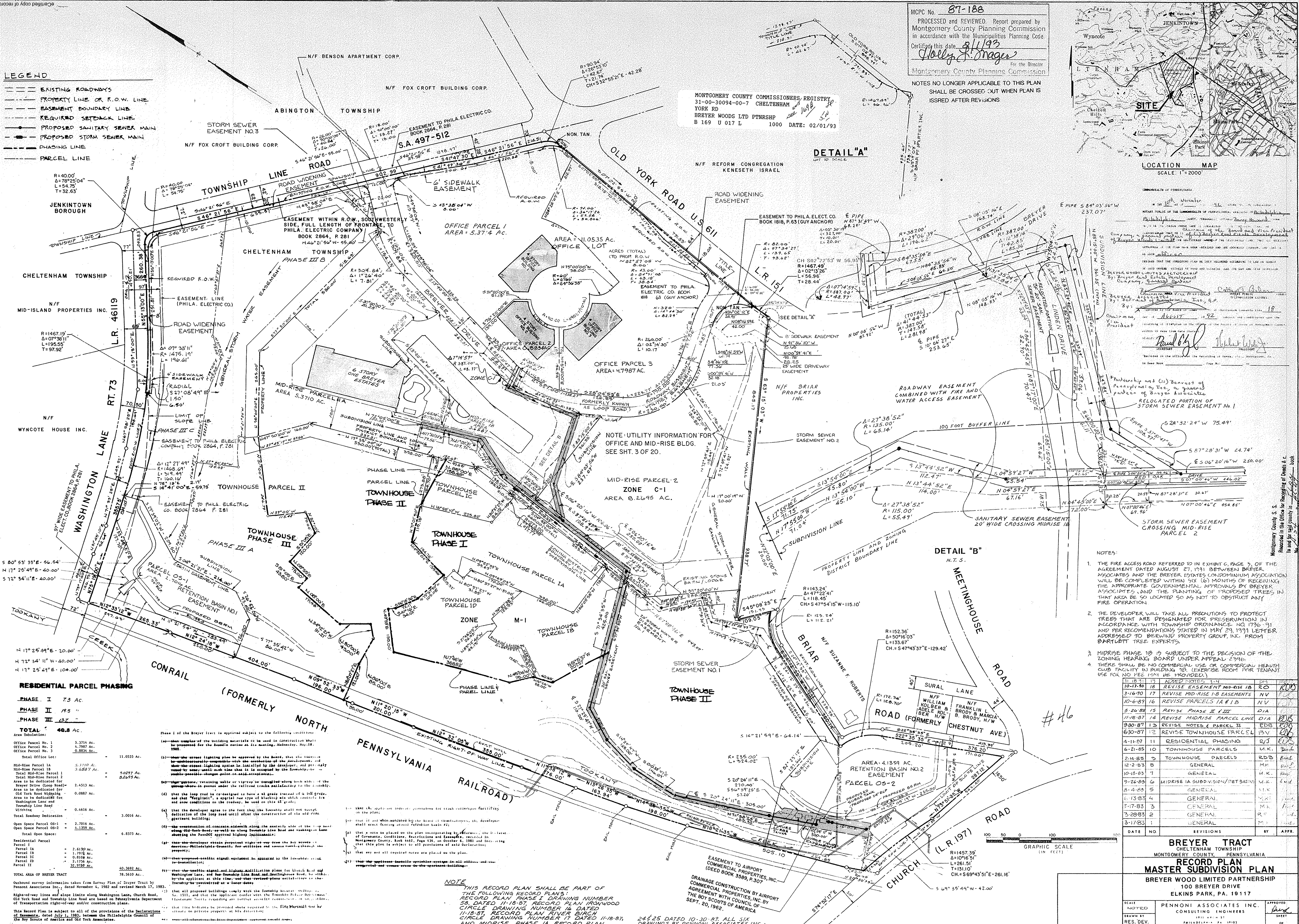


- LEGEND**
- EXISTING ROADWAYS
 - PROPERTY LINE OR R.O.W. LINE
 - EASEMENT BOUNDARY LINE
 - REQUIRED SETBACK LINE
 - PROPOSED SANITARY SEWER MAIN
 - PROPOSED STORM SEWER MAIN
 - PHASING LINE
 - PARCEL LINE

MONTGOMERY COUNTY COMMISSIONERS, REGISTRY
31-00-30094-00-7 CHELtenham
YORK RD
BREYER WOODS LTD PTRNSHP
B 169 U 017 L 1000 DATE: 02/01/93

DETAIL "A"
NOT TO SCALE

DETAIL "B"
N.T.S.



NOTE-UTILITY INFORMATION FOR
OFFICE AND MID-RISE BLDG.
SEE SHT. 3 OF 20.

RESIDENTIAL PARCEL PHASING

PHASE I	7.3 AC.
PHASE II	19.5 "
PHASE III	12.7 "
TOTAL	40.8 AC.
Office Parcel 1	3.3714 AC.
Office Parcel 2	4.7987 AC.
Office Parcel 3	8.824 AC.
Total Office Parcels	11.0235 AC.
Mid-Rise Parcel 1A	3.7110 AC.
Mid-Rise Parcel 1B	3.6587 AC.
Total Mid-Rise Parcel 1	7.3697 AC.
Mid-Rise Parcel 2	4.5277 AC.
Mid-Rise Parcel 3	8.2475 AC.
Total Mid-Rise Parcels	12.7474 AC.
Area to be dedicated for Breyer Drive (Loop Road)	0.8813 AC.
Area to be dedicated for Old York Road (Midway)	0.8887 AC.
Area to be dedicated for Washington Lane and Township Line Road	0.6416 AC.
Area to be dedicated for Vincennes	0.4416 AC.
Total Roadway Dedication	3.0016 AC.
Open Space Parcel 05-1	2.7016 AC.
Open Space Parcel 05-2	1.1359 AC.
Total Open Space	6.8375 AC.
Residential Parcel	40.3692 AC.
Parcel 1	2.4130 AC.
Parcel 1B	1.1974 AC.
Parcel 1C	0.8108 AC.
Parcel 1D	2.1750 AC.
Parcel 1E	31.9730 AC.
Total Area of Breyer Tract	78.5610 AC.

Phase I of the Breyer Tract is approved subject to the following conditions:
(1) that the location of the building materials to be used in construction shall be approved for the specific location at the meeting, Monday, May 28, 1993.
(2) that the street lighting plan be approved by the Board, that the lighting be aesthetically compatible with the character of the development, and that the street lighting system be installed by the developer, and partially covered by sewer utility work line that it is accepted by the Township.
(3) that the developer, retaining walls or viaducts be constructed along both sides of the Breyer Drive to ensure that the additional truck traffic resulting from the development does not cause any safety or traffic problems.
(4) that the loop road be redesigned to have a 40' grade instead of a 10% grade, and that "regulation" a special new type of blocktop which controls the soil and water conditions on the roadway, be used on this 40' grade.
(5) that the developer agree to the fact that the Township shall not accept dedication of the loop road until after the construction of the mid-rise apartment building.
(6) that the construction of concrete sidewalks along the eastern side of the loop road along Old York Road, as well as along Township Line Road and Washington Lane, abutting the proposed highway right-of-way.
(7) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(8) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(9) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(10) that all proposed buildings comply with the Township zoning ordinance.
(11) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(12) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(13) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(14) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.
(15) that the developer obtain approval from the Board of the Township and the County of Philadelphia for the installation and use of the proposed parking structure.

NOTE
THIS RECORD PLAN SHALL BE PART OF THE FOLLOWING RECORD PLANS:
RECORD PLAN PHASE I DRAWING NUMBER 50 DATED 11-18-87
RECORD PLAN IRONWOOD CIRCLE DRAWING NUMBER 1A DATED 11-18-87
RECORD PLAN RIVER BIRCH CIRCLE DRAWING NUMBER 1A DATED 11-18-87
RECORD PLAN PHASE II DRAWING NUMBER 51 DATED 11-18-87
RECORD PLAN PHASE III DRAWINGS NUMBERED 52-55 DATED 10-30-92

- NOTES:**
- THE FIRE ACCESS ROAD REFERRED TO IN EXHIBIT C, PAGE 2, OF THE AGREEMENT DATED AUGUST 27, 1991 BETWEEN BREYER ASSOCIATES AND THE BREYER ESTATES CONDOMINIUM ASSOCIATION WILL BE COMPLETED WITHIN SIX (6) MONTHS OF RECEIVING THE APPROPRIATE GOVERNMENTAL APPROVALS BY BREYER ASSOCIATES, AND THE PLANTING OF PROPOSED TREES IN THAT AREA BE SO LOCATED SO AS NOT TO OBSTRUCT ANY FIRE OPERATION.
 - THE DEVELOPER WILL TAKE ALL PRECAUTIONS TO PROTECT TREES THAT ARE DESIGNATED FOR PRESERVATION IN ACCORDANCE WITH TOWNSHIP ORDINANCE NO. 1736-91 AND PER RECOMMENDATIONS STATED IN MAY 29, 1991 LETTER ADDRESSED TO BREYER PROPERTY GROUP, INC. FROM PARTNERT TREE EXPERTS.
 - MIDRISE PHASE 1B IS SUBJECT TO THE DECISION OF THE ZONING HEARING BOARD UNDER APPEAL #2940.
 - THERE SHALL BE NO COMMERCIAL USE OR COMMERCIAL HEALTH CLUB FACILITY IN BUILDING 1B (EXERCISE ROOM FOR TENANT USE FOR NO FEE) BE PROVIDED.

DATE	NO.	REVISIONS	BY	APPR.
10-17-90	18	REVISE EASEMENT MID-RISE 1B	EO	EO
3-16-90	17	REVISE MID-RISE 1B EASEMENTS	NV	NV
10-6-89	16	REVISE PARCELS 1A & 1B	NV	NV
2-26-88	15	REVISE PHASE II VIII	DIA	DIA
11-18-87	14	REVISE MIDRISE PARCEL LINE	DIA	DIA
9-30-87	13	REVISE NOTES & PARCEL II	EDS	EDS
6-30-87	12	REVISE TOWNHOUSE PARCEL 15V	EDS	EDS
4-11-87	11	RESIDENTIAL PHASING	EDS	EDS
6-21-85	10	TOWNHOUSE PARCELS	M.K.	M.K.
2-14-85	9	TOWNHOUSE PARCELS	EDS	EDS
12-2-83	8	GENERAL	M.P.	M.P.
10-15-83	7	GENERAL	M.K.	M.K.
9-26-83	6	MIDRISE 1A SUBDIVISION/RETAINING	M.K.	M.K.
4-4-83	5	GENERAL	M.K.	M.K.
4-13-83	4	GENERAL	M.K.	M.K.
3-17-83	3	GENERAL	M.K.	M.K.
3-28-83	2	GENERAL	M.P.	M.P.
3-17-83	1	GENERAL	M.P.	M.P.

BREYER TRACT
CHELtenham TOWNSHIP, PENNSYLVANIA
RECORD PLAN
MASTER SUBDIVISION PLAN
BREYER WOOD LIMITED PARTNERSHIP
100 BREYER DRIVE
ELKINS PARK, PA. 19117

SCALE: AS SHOWN
DRAWN BY: PENNONI ASSOCIATES INC.
RES. DEV.
DATE: 12-9-82
APPROVED: [Signature]
SHEET: 7

MONTGOMERY COUNTY COMMISSIONERS, REGISTRY
31-00-30094-00-7 CHELtenham
YORK RD
BREYER WOODS LTD PTRNSHP
B 169 U 017 L 1000 DATE: 02/01/93

NOTARIAL SEAL
CARY, PA. 19380
MONTGOMERY COUNTY, PENNSYLVANIA
My Commission Expires May 13, 1996

Montgomery County, Pa. S.S.
Recorded in the Office of Recording of Deeds & C. in and by said parties in the presence of me on this 1st day of August, 1993.

Witness my hand and seal of office this 1st day of August, 1993.

Montgomery County, Pa. S.S.
My Commission Expires May 13, 1996

EXHIBIT C

DESCRIPTION OF ACCESS DRIVE

Exhibit E

Aqua Existing Rate Zone 1 Tariff Page

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED

The rates under this schedule apply to all customer classes in the territories served subject to Rate Zone 1 rates as noted in the Description of Territories Served section under this tariff unless otherwise specifically identified below.

RESIDENTIALMONTHLY SERVICE CHARGE

Customer Charge (\$)	Rate Zone 1	Rate Zone 1A
Fixed (per EDU)	\$ 49.41	\$ 49.41
<u>Meter Size:</u>		
5/8 inch	49.41	49.41
3/4 inch	74.12	49.41
1 inch	123.53	49.41
1-1/2 inch	247.05	98.82
2 inch	395.28	158.11
3 inch	741.15	296.46
4 inch	1,235.25	494.10
6 inch	2,470.50	796.94
8 inch	3,952.80	
10 inch	5,682.15	
Unmetered Charge (per EDU)	\$ 101.34	\$ 101.34

MONTHLY CONSUMPTION CHARGE

Consumption Charge for all divisions (per 1,000 gallons water used)	\$ 13.419	\$ 13.419
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QUARTERLY SPECIAL CHARGES

Lower Makefield Township Division - Quarterly Customers

Customer Charge (\$)

Fixed (per EDU) \$ 148.23

Consumption Charge

(per 1,000 gallons water used) \$ 13.419

Unmetered Charge (per EDU) \$ 304.02

SCHEDULE OF RATES

RATE ZONE 1 – METERED AND UNMETERED (cont'd)

NON-RESIDENTIAL**MONTHLY SERVICE CHARGE**

Customer Charge (\$)	Rate Zone 1	Rate Zone 1A
Fixed (per EDU)	\$ 49.41	\$ 49.41
<u>Meter Size:</u>		
5/8 inch	49.41	49.41
3/4 inch	74.12	49.41
1 inch	123.53	49.41
1-1/2 inch	247.05	98.82
2 inch	395.28	158.11
3 inch	741.15	296.46
4 inch	1,235.25	494.10
6 inch	2,470.50	796.94
8 inch	3,952.80	
10 inch	5,682.15	

Unmetered Charge (per EDU)	\$ 107.51	\$ 107.51
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Special Charges

Bridlewood Division - Unmetered:

Apartment Complex will be billed at 217 EDU's

Children's World Daycare will be billed at 7 EDU's

MONTHLY CONSUMPTION CHARGE

Consumption Charge for all divisions (per 1,000 gallons water used)	\$ 12.468	\$ 12.468
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QUARTERLY SPECIAL CHARGES

Lower Makefield Township Division - Quarterly Customers

Customer Charge (\$)

Fixed (per EDU) \$ 148.23

Consumption Charge

(per 1,000 gallons water used) \$ 12.468

Unmetered Charge (per EDU) \$ 322.53

RATE ZONE 1 – (cont'd)Sewer Charge Adjustment for the Limerick Division

The Company is authorized to allow deductions on sewer bills for water which is used but does not enter the Company's system from April through October. A request for deduction shall be subject to the following regulations:

- A. To be an eligible Customer for this credit, the Customer shall have applied for or shall have been currently using the credit as of the execution date of November 16, 2016, of the Asset Purchase Agreement between the Company and Limerick Township.
- B. No deduction shall be granted for customers who do not have a metered water supply
- C. No deduction shall be granted for customers who are delinquent in their payment for service.
- D. One hundred percent of any used water for which a deduction is requested must have been prevented from entering the system.
- E. It is the responsibility of the customer to purchase, install, and maintain the Company approved deduct meter at the approved and inspected water outlet on their property. The meter shall measure water not entering the system and shall be eligible for deduction of that used water monthly.
- F. Customers are responsible for the installation and removal of their meters at the approved service locations each year to prevent freezing and damage. Deduct meters shall be inspected by the Company at the time of installation at which time the customer agrees to allow the Company the right to enter upon their property for inspection. Every deduct meter shall be required to be inspected annually by the Company in order for the customer to be eligible for sewer adjustment charges. The administrative fee charged by the Company to the customer is \$50.00.
- G. All deduct meters shall be of a design approved by the Company, shall be registered with the Company prior to use, and shall be used only by the customer to whom it is registered and at the service location to which it is assigned in accordance with the Company's records.
- H. Eligible Customers are required to submit, or cause to be submitted, all data required to calculate the credit in a manner approved by the Company within a time period determined by the Company. The Company shall then credit the customer's total gallons consumed by the gallons recorded from the customer's deduct meter.
- I. The Company shall be authorized to inspect meters for accuracy and calibration at any time the meter readings are suspect and/or not considered representative of usage. The customer shall be responsible for obtaining calibration of the meter if the Company determines it is not accurate. Failure to make such change or provide such calibration data will result in disqualification from the program.
- J. All approved meters will be subject to the Company's backflow requirements.

RATE ZONE 1 – (cont'd)Sewer Charge Adjustment for the Cheltenham Township Division

The Company is authorized to allow deductions on sewer bills for water which is used but does not enter the Company's system. A request for deduction shall be subject to the following regulations:

- A. Deductions apply within the Cheltenham Division and, in particular, to those customers identified on Exhibit G of the Application filed by Aqua Pennsylvania Wastewater, Inc., dated March 13, 2019. The Application of the Company was approved by the Pennsylvania Public Utility Commission in its Order entered on November 5, 2019, at PUC Docket Number A-2019-3008491.
- B. No deduction shall be granted for customers who do not have a metered water supply
- C. No deduction shall be granted for customers who are delinquent in their payment for service.
- D. One hundred percent of any used water for which a deduction is requested must have been prevented from entering the system.
- E. It is the responsibility of the customer to purchase, install, and maintain the deduct meter at the approved and inspected water outlet on their property. The meter shall measure water not entering the system and shall be eligible for deduction of that used water monthly.
- F. Customers are responsible for the installation and removal of their meters at the approved service locations each year to prevent freezing and damage. Deduct meters shall be inspected by the Company at the time of installation at which time the customer agrees to allow the Company the right to enter upon their property for inspection. Every deduct meter shall be required to be inspected annually by the Company in order for the customer to be eligible for sewer adjustment charges. The inspection fee charged by the Company to the customer is \$100.00.
- G. All deduct meters shall be of a design approved by the Company, shall be registered with the Company prior to use, and shall be used only by the customer to whom it is registered and at the service location to which it is assigned in accordance with the Company's records.
- H. Customers are responsible for making their meter accessible to the Company for reading on a monthly basis. The Company shall then credit the customer's total gallons consumed by the gallons recorded from the customer's deduct meter.
- I. The Company shall be authorized to inspect meters for accuracy and calibration at any time the meter readings are suspect and/or not considered representative of usage. The customer shall be responsible for obtaining calibration of the meter if the Company determines it is not accurate.

Wastewater customers in Cheltenham Township are required to comply with the City of Philadelphia's wastewater control regulations adopted by Cheltenham Township and included in Exhibit H to the Application filed at Docket No. A-2019-3008491.

RATE ZONE 1 – (cont'd)Sewer Charge Adjustment for the East Norriton Township Division

The Company is authorized to allow deductions on sewer bills for water which is used but does not enter the Company's system from April through October. A request for deduction shall be subject to the following regulations:

- A. To be an eligible Customer for this credit, the Customer shall have applied for or shall have been currently using the credit as of the execution date of October 29, 2018, of the Asset Purchase Agreement between the Company and East Norriton Township.
- B. No deduction shall be granted for customers who do not have a metered water supply
- C. No deduction shall be granted for customers who are delinquent in their payment for service.
- D. One hundred percent of any used water for which a deduction is requested must have been prevented from entering the system.
- E. It is the responsibility of the customer to purchase, install, and maintain the Company approved deduct meter at the approved and inspected water outlet on their property. The meter shall measure water not entering the system and shall be eligible for deduction of that used water monthly.
- F. Customers are responsible for the installation and removal of their meters at the approved service locations each year to prevent freezing and damage. Deduct meters shall be inspected by the Company at the time of installation at which time the customer agrees to allow the Company the right to enter upon their property for inspection. Every deduct meter shall be required to be inspected annually by the Company in order for the customer to be eligible for sewer adjustment charges. The administrative fee charged by the Company to the customer is \$50.00.
- G. All deduct meters shall be of a design approved by the Company, shall be registered with the Company prior to use, and shall be used only by the customer to whom it is registered and at the service location to which it is assigned in accordance with the Company's records.
- H. Eligible Customers are required to submit, or cause to be submitted, all data required to calculate the credit in a manner approved by the Company within a time period determined by the Company. The Company shall then credit the customer's total gallons consumed by the gallons recorded from the customer's deduct meter.
- I. The Company shall be authorized to inspect meters for accuracy and calibration at any time the meter readings are suspect and/or not considered representative of usage. The customer shall be responsible for obtaining calibration of the meter if the Company determines it is not accurate. Failure to make such change or provide such calibration data will result in disqualification from the program.
- J. All approved meters will be subject to the Company's backflow requirements.

RATE ZONE 1 – (cont'd)Sewer Charge Adjustment for the Lower Makefield Township Division

The Company is authorized to allow deductions on sewer bills for water which is used but does not enter the Company's system from April through October. A request for deduction shall be subject to the following regulations:

- A. To be an eligible Customer for this credit, the Customer shall have applied for or shall have been currently using the credit as of the execution date of September 17, 2020, of the Asset Purchase Agreement between the Company and Lower Makefield Township.
- B. No deduction shall be granted for customers who do not have a metered water supply
- C. No deduction shall be granted for customers delinquent in their payment for service.
- D. One hundred percent of any used water for which a deduction is requested must have been prevented from entering the system.
- E. It is the responsibility of the customer to purchase, install, and maintain the Company approved deduct meter at the approved and inspected water outlet on their property. The meter shall measure water not entering the system and shall be eligible for deduction of that used water monthly.
- F. Customers are responsible for the installation and removal of their meters at the approved service locations each year to prevent freezing and damage. Deduct meters shall be inspected by the Company at the time of installation at which time the customer agrees to allow the Company the right to enter upon their property for inspection. Every deduct meter shall be required to be inspected annually by the Company in order for the customer to be eligible for sewer adjustment charges. The administrative fee charged by the Company to the customer is \$50.00.
- G. All deduct meters shall be of a design approved by the Company, shall be registered with the Company prior to use, and shall be used only by the customer to whom it is registered and at the service location to which it is assigned in accordance with the Company's records.
- H. Eligible Customers are required to submit, or cause to be submitted, all data required to calculate the credit in a manner approved by the Company within a time period determined by the Company. The Company shall then credit the customer's total gallons consumed by the gallons recorded from the customer's deduct meter.
- I. The Company shall be authorized to inspect meters for accuracy and calibration at any time the meter readings are suspect and/or not considered representative of usage. The customer shall be responsible for obtaining calibration of the meter if the Company determines it is not accurate. Failure to make such change or provide such calibration data will result in disqualification from the program.
- J. All approved meters will be subject to the Company's backflow requirements.

Wastewater customers in Lower Makefield Township are required to comply with the wastewater control regulations adopted by Lower Makefield Township and included in Exhibit H to the Application filed at Docket No. A-2021-3024267.

Exhibit F

Aqua Wastewater Operator's License

Commonwealth of Pennsylvania
Department of Environmental Protection

*In accordance with the
State Board for Certification of Water and Wastewater Systems Operators
and the Regulations of the
Department of Environmental Protection*

MICHAEL D ESTOCK

Is Hereby Authorized to Operate
WASTEWATER SYSTEM

Class: E, Wastewater
Subclass: 4

Client ID: 318940

MICHAEL D ESTOCK
[REDACTED]

Issue Date Jul 1, 2024
Expiration Date Jun 30, 2027

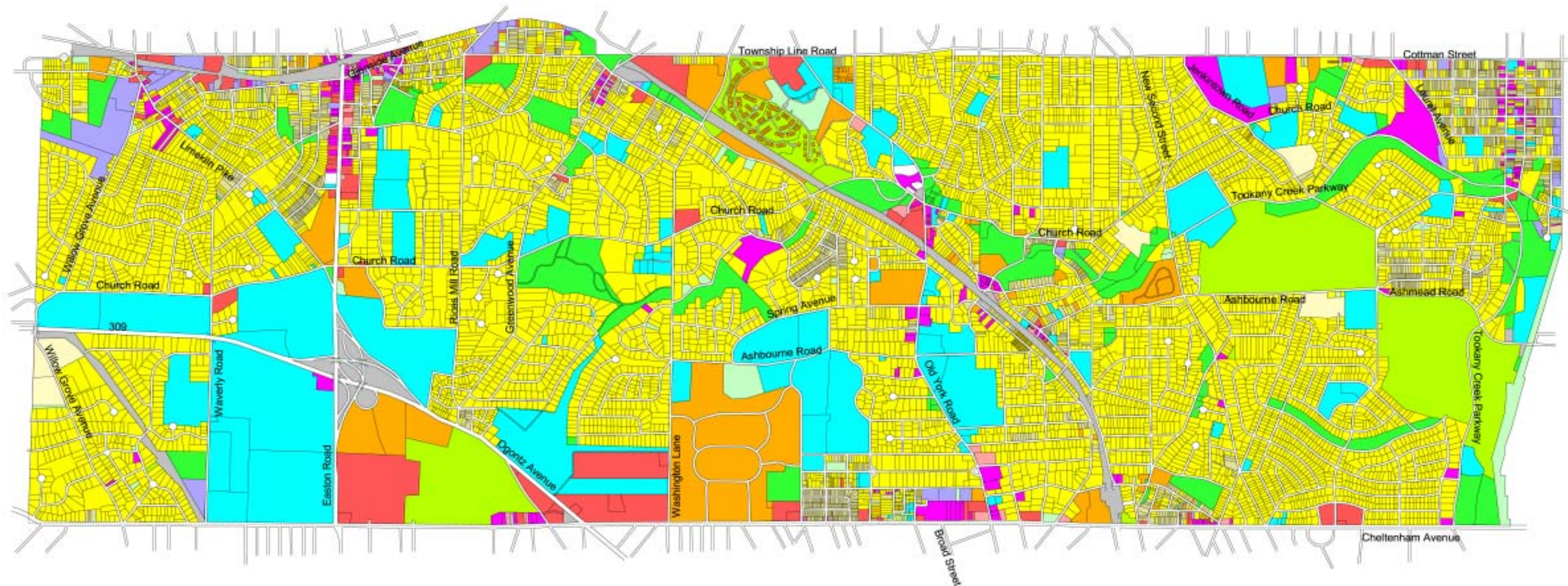
Mary Roland

Board Chairperson

Certificate No. 318401

Exhibit G1

Cheltenham Township Comprehensive Plan Map



Cheltenham Township Land Use

- Multifamily
- Single-family Attached
- Twin/Duplex
- Single-family Detached
- Country Residence
- Mixed Use
- Retail
- Office
- Industrial
- Institutional
- Utilities
- Undeveloped
- Public Open Space
- Private Open Space



Base map prepared by the Montgomery County Planning Commission July 2003

This map is based on 2003 aerial photographs, Montgomery County Board of Assessment Appeals tax maps, Township Officials, and field surveys conducted by the County Planning Commission. All attempts were made to maintain relative accuracy; however, this map should not be used for engineering purposes.

Property lines are compilation of individual block maps from the Montgomery County Board of Assessment Appeals, with no verification from the deed. This map is not meant to be used as a legal definition of properties.

Figure 29

Exhibit G2

Montgomery County Comprehensive Plan Map

... advocate with sewer authorities, the state Department of Environmental Protection, residents, and local municipalities to upgrade municipal sewage collection systems and treatment plants in the most environmentally-friendly way

Sewer service expansions and sewer system upgrades are regulated by plans produced under the Pennsylvania Sewage Facilities Act (Act 537). These plans are reviewed by the state Department of Environmental Protection and the Montgomery County Planning Commission. The Montgomery County Health Department is responsible for evaluating, permitting, and inspecting any on-lot sewage proposals.

Many of the county’s sewage plants and sewer lines are getting old and will need to be upgraded. When upgrades occurs, inflow and infiltration should be reduced, storm sewers and sanitary sewers should be separated, if they are combined, and ozone or ultraviolet light disinfection should be considered. In addition, if sewage sludge is currently being incinerated, authorities should consider composting as an alternative.

In Rural Resource Areas where on-lot sewage disposal will be used, the preferred approach is subsurface disposal, which allows water to percolate back into the water table. Other preferred alternatives, in descending order of preference, include individual residential spray irrigation systems, community lagoon system with spray discharge, community lagoon system with subsurface discharge, and community sand mound. Mechanical treatment and/or direct stream discharge are less preferred alternatives, because they may encourage development at higher densities.

Measuring success

- Number and type of upgraded sewage systems

EXISTING AND FUTURE SEWER SERVICE AREAS

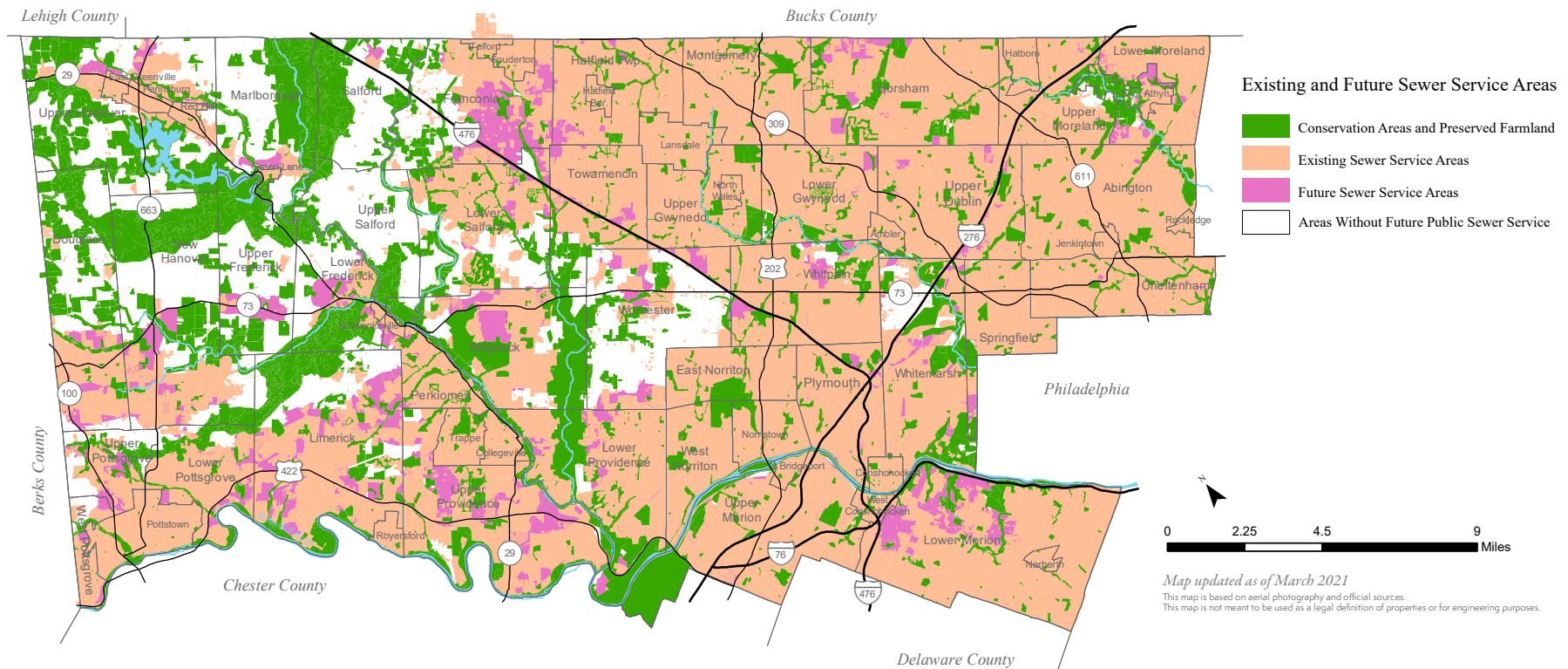


Exhibit H

Water Quality Management Permits



November 29, 2023

Spencer Lempert
Breyer Master Association
8360 Old York Road
Elkins Park, PA 19027-1576

Re: WQM Permit - Sewage
Meetinghouse Rd Pump Station
Permit No. 4623403
Authorization ID No. 1432667
Cheltenham Township, Montgomery County

Dear Mr. Lempert:

Your Water Quality Management (WQM) permit is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

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

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

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

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

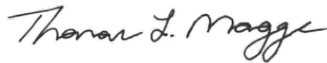
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to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

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

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

During construction or upon completing construction, please contact Vasantha Palakurti at 484.250.5198 or vpalakurti@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Thomas L. Magge
Environmental Program Manager
Clean Water Program

Enclosures

cc: Cheltenham Township
Montgomery County Health Dept.
Mr. Ciufo, Pennoni Associates
Operations Section
File



WATER QUALITY MANAGEMENT PERMIT

<p>A. PERMITTEE (Name and Address): CLIENT ID#: 353764 Breyer Master Association 8360 Old York Road Elkins Park, PA 19027-1576</p>	<p>B. PROJECT/FACILITY (Name): Meetinghouse Rd Pump Station</p>	
<p>C. LOCATION (Municipality, County): SITE ID#: 862286 Cheltenham Township, Montgomery County</p>		
<p>D. This Permit approves the operation of sewage facilities called Meeting House Pump Station.</p> <p>The private pump station was designed to convey flow from the Breyer Tract, which includes Salus University, the Breyer Woods Condominiums, and Breyer Estates Subdivisions, located in Cheltenham Township, Montgomery County, Pennsylvania into the Tookany Creek Interceptor and ultimately to the City of Philadelphia Northeast Water Pollution Control Plant. No upgrades to the pump station have occurred since its construction.</p> <p>The pump station conveys flow through an 18-foot-long, 2-inch diameter PVC force main. The force main travels through the lands of Breyer Master Association to connect to the existing gravity sewer system at existing manhole #2, within the lands of Breyer Master Association.</p> <p>The PS will generate 46,594 GPD for 355 EDU's with a peak flow of 93,188 gpd. The existing force main is 2-inch in diameter and provides a velocity in the pipe of 9 ft/sec. The two pumps for the pump station are duplex submersible non-clog pumps with a pumping capacity of 44 gpm each with a total dynamic head of 23 ft.</p> <p><i>Permittee must notify and submit a WQM amendment if the 537-planning review reveals different annual average permitted capacity than what is stated in this permit or to add more connections in the future to the pump station.</i></p>		
<p>Pump Stations: <u>Meeting House PS</u> Design Capacity: <u>44</u> GPM Average Flow: <u>46,594</u> GPD</p>	<p>Manure Storage: Volume: _____ MG Freeboard: _____ inches</p>	<p>Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day</p>
<p>E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:</p> <ol style="list-style-type: none"> New Permits: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated <u>December 28, 2022</u>, its supporting documentation which are hereby made a part of this permit. Permit Conditions Relating to Sewerage are attached and made part of this permit. 		
<p>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p> <ol style="list-style-type: none"> If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this permit shall not relieve the permittee of any responsibility under any other law. 		
<p>PERMIT ISSUED: November 29, 2023</p>	<p>BY: _____ Thomas L. Magge Clean Water Program Manager Southeast Regional Office</p> <p>TITLE:</p>	



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Check boxes that apply)

General

- 1. The Department of Environmental Protection (DEP) considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
- 2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.
- 3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 26, 1978, P.L. 1375, as amended.
- 4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
- 5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
- 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 5 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the fifth anniversary of the permit date.
- 7. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
- 8. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 9. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.
- 10. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to or over any lands which belong to the Commonwealth.
- 11. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in the NPDES Permit and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 12. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.

- 13. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.
- 14. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 15. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
- 16. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

Operation and Maintenance

- 17. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.
- 18. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
- 19. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 20. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 21. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 22. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
- 23. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 63 P.S. §§1001, *et seq.* shall operate the sewage treatment plant.
- 24. The permittee shall properly control any industrial waste discharged into its sewerage system by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.
- 25. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.
- 26. All connections to the approved sanitary sewers must be in accordance with the official Act 537 Plan and, if applicable, a corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 27. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.



SOUTHEAST REGIONAL OFFICE
CLEAN WATER PROGRAM

Application Type	<u>New</u>	WATER QUALITY MANAGEMENT PERMIT INTERNAL REVIEW AND RECOMMENDATIONS	Application No.	<u>4623403</u>
Facility Type	<u>Sewage Collection System</u>		APS ID	<u>1079560</u>
WQM Type			Authorization ID	<u>1432667</u>

Applicant and Facility Information

Applicant Name	<u>Breyer Master Association</u>	Facility Name	<u>Meetinghouse Rd Pump Station</u>
Applicant Address	<u>8360 Old York Road Elkins Park, PA 19027-1576</u>	Facility Address	<u>740 Meetinghouse Road Elkins Park, PA 19027-1418</u>
Applicant Contact	<u>Spencer Lempert</u>	Facility Contact	<u>Spencer Lempert</u>
Applicant Phone	<u>215-327-7698</u>	Facility Phone	<u>215-327-7698</u>
Client ID	<u>353764</u>	Site ID	<u>862286</u>
SIC Code	<u>4952</u>	Municipality	<u>Cheltenham Township</u>
SIC Description	<u>Trans. & Utilities - Sewerage Systems</u>	County	<u>Montgomery</u>
Purpose of Application	<u>Pump Station</u>		

Internal Review and Recommendations

On January 11, 2023, the PA Department of Environmental Protection has received a Water Quality Management (WQM) Part II permit application from Pennoni Associates on behalf of Breyer Master Association located in Cheltenham Twp., Montgomery County.

The Meetinghouse Road Pump Station was originally designed circa 1983 for Old York Road Associates, now known as Breyer Master Association. Neither department nor applicant couldn't find the permit related documents, therefore, department prepared this permit based on the available information on the existing equipment and the reported flow data.

The private pump station was designed to convey flow from the Breyer Tract, which includes Salus University, the Breyer Woods Condominiums, and Breyer Estates Subdivisions, located in Cheltenham Township, Montgomery County, Pennsylvania into the Tookany Creek Interceptor and ultimately to the City of Philadelphia Northeast Water Pollution Control Plant. No upgrades to the pump station have occurred since its construction.

The pump station conveys flow through a 18-foot-long, 2-inch diameter PVC force main. The force main travels through the lands of Breyer Master Association to connect to the existing gravity sewer system at existing manhole #2, within the lands of Breyer Master Association. No upgrades to the pump station are proposed.

The PS will generate 46,594 GPD for 355 EDU's with a peak flow of 93,188 gpd. The existing force main is 2-inch in diameter and provides a velocity in the pipe of 9 ft/sec. The two pumps for the pump station are duplex submersible non-clog pumps with a pumping capacity of 44 gpm each with a total dynamic head of 23 ft.

However, the permittee must notify and submit a WQM amendment if the 537-planning review reveals different annual average permitted capacity than what is stated in this permit or add more connections in the future to the existing pump station.

Approve	Return	Deny	Signatures	Date
x			<i>Vasantha</i> Vasantha Palakurti / Environmental Engineering Specialist	November 26, 2023
X			<i>Pravin Patel</i> Pravin C. Patel, P.E. / Environmental Engineer Manager	11/28/2023
X			<i>Thomas L. Magge</i> Thomas L. Magge / Program Manager	11/29/2023

Internal Review and Recommendations

It is the opinion of the Department that the proposed force main meets the design standards of the Domestic Wastewater Facilities Manual.



April 5, 2023

Rebecca Sarnese
Breyer Woods Condominium Association
1 Linden Drive
Elkins Park, PA 19027

Re: WQM Permit - Sewage
Black Cherry Circle Pump Station
Permit No. WQG02462301
Authorization ID No. 1432672
Cheltenham Township, Montgomery County

Dear Ms. Sarnese:

Your Water Quality Management (WQM) permit is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

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

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

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

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

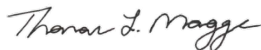
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to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

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

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

During construction or upon completing construction, please contact Vasantha Palakurti at 484.250.5198 or vpalakurti@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Thomas L. Magge
Environmental Program Manager
Clean Water Program

Enclosures

cc: Cheltenham Township
Montgomery County Health Dept.
Mr. Ciufu, Pennoni Associates
Operations
File



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

WQG-02
WATER QUALITY MANAGEMENT
GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS
PERMIT NUMBER WQG02462301

A. PERMITTEE (Name and Address): Breyer Woods Condominium Association 1 Linden Drive Elkins Park, PA 19027 CLIENT ID# 374822	B. PROJECT/FACILITY (Name): Black Cherry Circle Pump Station
	C. LOCATION (County, Municipality): Cheltenham Township, Montgomery County
D. This General Permit approves the construction and operation of: 42 EDU's with a avg. flow of 5,152 GPD and 4" Force main <input type="checkbox"/> SEWER EXTENSION <input checked="" type="checkbox"/> PUMP STATION	
E. APPROVAL GRANTED BY THIS GENERAL PERMIT IS SUBJECT TO THE FOLLOWING: 1. All construction, operations and procedures shall be in accordance with the <i>Domestic Wastewater Facilities Manual</i> . Transfers: In the event the permittee plans to transfer ownership of the facility to another entity, the permittee and the transferee shall submit an application for such transfer to DEP. If the transfer is approved by DEP, the transferee is subject to the terms and conditions of this General Permit. 2. The attached conditions apply to this General Permit and are hereby made part of same.	
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS: 1. If there is a conflict between the NOI or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this General Permit shall void the authority given to the permittee by the issuance of this General Permit. 3. This General Permit is issued pursuant to the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this General Permit shall not relieve the permittee of any responsibility under any other law.	
PERMIT ISSUED: <u>04/05/2023</u>	BY: <u>Thomas J. Magge</u> TITLE: <u>Clean Water Program Manager</u>



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

WQG-02
WATER QUALITY MANAGEMENT
GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS
PERMIT CONDITIONS

General

1. DEP considers the licensed professional engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility's design.
2. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
3. If, at any time, the sewer extension and/or pump station covered by this General Permit creates a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
4. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 2 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the second anniversary of the permit date.
5. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the facilities.
6. This General Permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to, or over any lands which belong to the Commonwealth.
7. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

8. A permit or approval is required under Chapter 102 for most earth disturbance activities. A permit or registration under Chapter 105 is required for stream obstructions, crossings, etc. The permittee must secure the necessary permits, approvals or registrations under Chapters 102 and 105 prior to beginning construction.
9. Prior to beginning any construction or excavation, the locations of all utility lines must be identified through notification to the PA One Call system (www.paonecall.org). The notification shall not be less than three nor more than 10 working days in advance of beginning the construction or excavation.
10. The local waterways conservation officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if there is any use of explosives in any waterways and the permittee shall notify the local waterways conservation officer when explosives are to be used.
11. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The whole manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
12. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.

13. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification. Construction must be completed within two years of permit issue date.

Operation and Maintenance

14. The permittee shall maintain sewer extension and/or pump station operation and maintenance (O&M) manuals at the facility and ensure proper O&M of the permitted facility. The permittee shall file the O&M manuals with DEP upon request.
15. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sewer extension or pump station.
16. The sewer extension shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimal settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
17. The approved sewer extensions and/or pump stations shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
18. The sewer extension and/or pump station shall be properly operated and maintained so that the facility will perform as designed.
19. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
20. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of the sewer extension and/or pump station.
21. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code, Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR Part 257 and the Federal Clean Water Act and its amendments.



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF WATER STANDARDS AND FACILITY REGULATION

**WATER QUALITY MANAGEMENT
 POST CONSTRUCTION CERTIFICATION**

PERMITTEE IDENTIFIER

Permittee	Breyer Woods Condominium Association
Municipality	Cheltenham Township
County	Montgomery
WQM Permit No.	<u>WQG02462301</u>
Facility Type	Sewage

All of the above information should be taken directly from the Water Quality Management Permit.

CERTIFICATION

This certification must be completed and returned to the permits section of the DEP's regional office issuing the WQM permit within 30 days of completion of the project and received by DEP prior to operation, and if requested, as-built drawings, photographs (if available) and a discussion of any DEP-approved deviations from the design plans during construction.

I, being a Registered Professional Engineer in Pennsylvania, do hereby certify to the best of my knowledge and belief, based upon personal observation and interviews, that the above facility approved under the Water Quality Management Permit has been constructed in accordance with the plans, specifications and modifications approved by DEP.

Construction Completion Date (MM/DD/YYYY): _____

<p>Engineer's Seal</p>	Professional Engineer
	Name _____ (Please Print or Type)
	Signature _____
	Date _____
	License Expiration Date _____
	Firm or Agency _____
	Telephone _____
	Permittee or Authorized Representative
	Name _____ (Please Print or Type)
	Signature _____
	Title _____
	Telephone _____

Application Type New

Facility Type Sewage
General
Collection
Systems

WQM Type

**WATER QUALITY MANAGEMENT PERMIT
INTERNAL REVIEW AND
RECOMMENDATIONS**

Application No. WQG02462301

APS ID 1079575

Authorization ID 1432672

Applicant and Facility Information

Applicant Name	<u>Breyer Woods Condominium Association</u>	Facility Name	<u>Black Cherry Circle Pump Station</u>
Applicant Address	<u>1 Linden Drive Elkins Park, PA 19027</u>	Facility Address	<u>161 Black Cherry Circle Elkins Park, PA 19027-1345</u>
Applicant Contact	<u>Rebecca Sarnese</u>	Facility Contact	<u></u>
Applicant Phone	<u>(484) 467-0231</u>	Facility Phone	<u></u>
Client ID	<u>374822</u>	Site ID	<u>862292</u>
SIC Code	<u>4952</u>	Municipality	<u>Cheltenham Township</u>
SIC Description	<u>Trans. & Utilities - Sewerage Systems</u>	County	<u>Montgomery</u>
PA Bulletin Date	<u></u>		<u></u>
Purpose of Application	<u>Pump station</u>		

Internal Review and Recommendations

On January 11, 2023, the PA Department of Environmental Protection has received a Water Quality Management (WQM) Part II permit application from Pennoni Associates on behalf of Breyer Woods Condominium Association located in Cheltenham Twp., Montgomery County.

The Black cherry Pump Station was constructed in 1988, owned and operated by Breyer Woods Condominium Association and is located at 161 Black Cherry Circle in Elkins Park in Cheltenham Township. Neither department nor applicant couldn't find the permit related documents, therefore, department prepared this permit based on the available information on the existing equipment and the reported flow data.

The private pump station was designed to convey flow from the Black Cherry Circle Pump Station Drainage Area within the Breyer Townhomes Phase III Subdivision, located in Cheltenham Township, Montgomery County, Pennsylvania to the Meetinghouse Road Pump Station, which flows into the Tookany Creek Interceptor, and ultimately to the Philadelphia Northeast Water Pollution Control Plant. The pump station conveys flow through a 510-foot-long, 4-inch diameter ductile iron force main. The force main travels through the Black Cherry Circle and Linden Drive rights-of-way to connect to the existing gravity sewer system at the existing manhole located at the intersection of Linden Drive and Ironwood Circle, which flows to the Meetinghouse Road Pump Station.

No upgrades to the pump station are proposed.

Approve	Return	Deny	Signatures	Date
X			<i>Vasantha</i> Vasantha Palakurti / Environmental Engineering Specialist	April 4, 2023
X			<i>Pravin Patel</i> Pravin C. Patel, P.E. / Environmental Engineer Manager	04/05/2023
X			<i>Thomas L. Magge</i> Thomas L. Magge / Program Manager	04/05/2023

Internal Review and Recommendations

The PS will generate 5,512 GPD for 42 EDU's with a peak flow of 11,025 gpd. The existing force main is 4inch in diameter and provides a velocity in the pipe of 2.6 ft/sec. The two pumps for the pump station are Fairbanks – Morse submersible non-clog pumps with a pumping capacity of 100 gpm each with a total dynamic head of 54 ft.

The total length of force main is approximately 510 linear feet.

However, the permittee must notify and submit a WQM amendment if the 537-planning review reveals different annual average permitted capacity than what is stated in this permit or add more connections in the future to the existing pump station.

It is the opinion of the Department that the proposed force main meets the design standards of the Domestic Wastewater Facilities Manual.

Exhibit I

Aqua 2024 Chapter 94 Report – Cheltenham Township



AQUA PENNSYLVANIA WASTEWATER, INC.
CHELTENHAM TOWNSHIP
SANITARY SEWER COLLECTION SYSTEM
MONTGOMERY COUNTY

CHAPTER 94
MUNICIPAL WASTELOAD MANAGEMENT
ANNUAL REPORT
FOR CALENDAR YEAR 2024

Prepared By:
Aqua Pennsylvania Wastewater, Inc.
762 West Lancaster Avenue
Bryn Mawr, PA 19010



CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT ANNUAL REPORT

For Calendar Year: 2024

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

GENERAL INFORMATION	
Permittee Name: Aqua Pennsylvania Wastewater, Inc.	Permit No.: PA
Mailing Address: 762 W Lancaster Ave	Effective Date:
City, State, Zip: Bryn Mawr, PA 19010	Expiration Date:
Contact Person: Kyle Roberts	Renewal Due Date:
Title: Area Manager II	Municipality: Cheltenham Township
Phone: 610-502-6384	County: Montgomery
Email: KWRoberts@aquaamerica.com	Consultant Name: N/A
CHAPTER 94 REPORT COMPONENTS	
<p>1. Attach to this report a line graph depicting the monthly average flows (expressed in MGD) for each month for the past 5 years and projecting the flows for the next 5 years. The graph must also include a line depicting the hydraulic design capacity per the WQM permit. <u>(25 Pa. Code § 94.12(a)(1))</u></p> <p>Check the appropriate boxes:</p> <p><input type="checkbox"/> Line graph for flows attached (Attachment)</p> <p><input type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment)</p> <p><input checked="" type="checkbox"/> Section 1 is not applicable (report is for a collection system).</p>	
<p>2. Attach to this report a line graph depicting the monthly average organic loads (express as lbs BOD5/day) for each month for the past 5 years and projecting the organic loads for the next 5 years. The graph must also include a line depicting the organic design capacity of the treatment plant per the WQM permit. <u>(25 Pa. Code § 94.12(a)(2))</u></p> <p>Check the appropriate boxes:</p> <p><input type="checkbox"/> Line graph for organic loads attached (Attachment)</p> <p><input type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment)</p> <p><input checked="" type="checkbox"/> Section 2 is not applicable (report is for a collection system).</p>	
<p>3. If the DEP Chapter 94 Spreadsheet was not used to determine projections, discuss the basis for the hydraulic and organic projections. In all cases, include a description of the time needed to expand the plant to meet the load projections, if necessary, and data used to support the projections should be included in an appendix to this report. <u>(25 Pa. Code § 94.12(a)(3))</u></p>	

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

Check the appropriate boxes:

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

Comments:

See Section 2: Sewer Extensions, and Appendix A: Projected Connections

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

See Section 3: Sewer System Monitoring, Maintenance, and Repair

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

Check the appropriate boxes:

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

Comments:

See Section 4: Condition of the Sewer, and Appendix B: SSO Reports

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

Check the appropriate boxes:

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

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

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

Check the appropriate boxes:

- Industrial waste report as described in 8 a., b. and c. attached (**Attachment 5**)
 Industrial pretreatment report as required in an NPDES permit attached (**Attachment**)

9. Existing or Projected Overload.

Check the appropriate boxes:

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

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

- Corrective Action Plan attached (**Attachment C**)

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

- Sewage Sludge Management Inventory attached (**Attachment**)

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

Annual CSO Report attached (**Attachment**)

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

Flow calibration report attached (**Attachment**)

RESPONSIBLE OFFICIAL CERTIFICATION

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

Kyle Roberts

Name of Responsible Official

610-502-6384

Telephone No.

Signature

3/14/2025

Date

PREPARER CERTIFICATION

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

Sean D. Carney, P.E.

Name of Preparer

610-645-4203

Telephone No.

Signature

3/11/2025

Date

Aqua Pennsylvania Wastewater, Inc.
Cheltenham Township
Sanitary Sewer Collection System
Montgomery County

Chapter 94 Municipal Wasteload Management Annual Report 2024

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1. INTRODUCTION

This Wasteload Management Report (Chapter 94 Report) has been prepared in accordance with the PA Title 25 Rules and Regulations, Part I, Department of Environmental Protection, Subpart C, Protection of Natural Resources, Article II, Water Resources, Chapter 94 Code §94.12. This report summarizes the results of the annual review of the capacity and condition of the Cheltenham Township Sanitary Sewer Collection System located in Montgomery County, PA.

The Cheltenham collection system, owned and operated by Aqua Pennsylvania Wastewater, Inc. (Aqua) since December 18, 2019. This system consists of approximately 120 mile of gravity sewer mains and interceptors ranging in size from 8” to 33” in diameter. All wastewater in this system is ultimately sent to the Philadelphia Water Department’s Northeast Water Pollution Control Plant. The Cheltenham system also conveys flow from Abington Township’s Tookany Drainage Basin, Jenkintown Borough, and Spring Field Township as well as flow from 7 interconnections from Philadelphia.

2. SEWER EXTENSIONS

The table contained in **Appendix A** summarizes the actual and projected sewer connections and sewer extensions for 2024 and following 5 years. In 2024, the final 30 EDUs from the Ashbourne Meadows sewer extensions were connected.

Projected Connection Disclaimer

All projected connections are estimated based on the best available information Aqua had at the time of submitting this report and these projections are subject to change as new information about future connections is made known to Aqua. When Aqua completes available capacity verifications for Act 537 Planning, the best available information at the time of signing will be used to determine if sufficient capacity is available which may differ from the information contained in this report. Inclusion of a projected connection in this report does not imply that Aqua has granted any approvals for that new connection, and it is neither a guarantee nor a reservation of capacity.

All new connections, whether they are included in this report or not, may be contingent on financial contributions for necessary capital upgrades needed to provide service for that new connection or connections. These necessary upgrades may or may not include projects discussed in this report and they are not limited to projects which increase the available hydraulic or organic capacity of Aqua’s facilities as may be needed. The determination of necessary upgrades to accept flow from a new connection will be at Aqua’s sole discretion and is subject to the rules and regulations set forth in Aqua’s tariff.

3. SEWER SYSTEM MONITORING, MAINTENANCE, AND REPAIR

As part of its overall flow management strategy, Aqua is continually looking for opportunities to reduce flows. Aqua checks all known problem areas on a regular basis, particularly locations where there is a history of blockages due to roots and/or grease. Aqua also performs routine cleaning and televising of the gravity sewers to maintain system integrity and proper capacity within the mains. An outline of activities and current results is documented in the attached Semi-Annual Corrective Action Plan found in **Appendix C**.

4. CONDITION OF THE SEWER

There was 1 sanitary sewer overflow (SSO) in the Cheltenham collection system in 2024 which occurred due to grease and rags building up in a pipe. Additional details this SSO is provided in **Appendix B**. Additional information on the condition of the sewer system is provided in the Semi-Annual Corrective Action Plan found in **Appendix C**.

5. INDUSTRIAL WASTES

The only industrial waste contributor to the Cheltenham sewer system is SPS Technologies. This company manufactures steel fasteners, dies and other related materials. The discharge from this company is governed by the Cheltenham Township Ordinance No. 2035 – 03.

6. CORRECTIVE ACTION PLAN

A Corrective Action Plan Update is provided in **Appendix C**.

Appendix A: Projected Connections

Cheltenham EDU Projections (Page 1 of 2)

DEVELOPMENT OR PROJECT NAME	Actual	Projected Connections					Total
	2024	2025	2026	2027	2028	2029	
8200 Ogontz Ave (CIU) (Change of tenant)							0
909 Laburnum Ln (Failing on-lot system)		1					1
7827 Old York Road (CIU) (Change of use to PT office)							0
411 Cheltenham Ave (CIU) (Change of use Holistic Space)							0
445 W Cheltenham Ave (K&S Convience Store)							0
130 Glenside Ave (Retail yarn store Change of Use)							0
130 S Easton Road (Italian Water Ice)							0
Elkins Estate (former Domican Retreat House)							0
Kerlin Farms (Development)		79					79
222 Church Road Development (Subdivision New Single Family Homes)		4	4				8
721 Walden Road (New Single Family Home)		1					1
1333 Cheltenham Ave		5					5
1329 Cheltenham Ave		9					9
St Pauls Church		3					3
202-200 Central Ave		1					1
38 E Glenside Ave - Wyncote Academy		2					2
128 S. Keswick		2					2
215 S Easton Road - Barber		1					1
Westminster Seminary				15			15
Temple Health Care (Hope Lodge property)				5	10		15
Asbourne Meadows (fmr Asbourne Country Club)	30						0
Cheltenham Mall			5				5
Ogontz Shopping Center			11				11
1347 Cheltenham Ave					13		13
165 Township Line Rd - Pitcairn(5000sqft retail/restaurant and 10000sqft of retail			10	10			20
1777 Willow Grove Ave (eight 4 story buildings with 27 units each)					200		200
910 Cheltenham Hills Drive (Failing on-lot system)		1					1
7920 Washington Street					3		3
Remaining Misc/Unallocated EDUs From June 2022 DEP Approval							0
1900 ASHBOURNE ROAD (ASHLYN DEV) (99 Apts and Retail Development)			69				69
1012 GREENWOOD AVENUE (LP Main Extension Serve 4 Exist. Homes)			4				4
137 SOUTH EASTON ROAD - BYOB RESTAURANT		16					16
2549 CHURCH ROAD, GLENSIDE, PA (Main Extension One SF Home)			1				1
205 BERKELEY ROAD (C.I.U. Warehouse to 2 Apts)			1				1
115 E Glenside Ave - Mixed use development (mixed use and 67+ EDUs)				67			67
38 E. Glenside Ave (Redevelopment)	1.5						0

Cheltenham EDU Projections (Page 2 of 2)

DEVELOPMENT OR PROJECT NAME	Actual	Projected Connections					Total
	2024	2025	2026	2027	2028	2029	
Ashbourne and Old York Rds (Federation housing proposal for 50-100 senior housing units.)				50	50		100
Melrose Country Club (Potential Large Development)				100	159		259
Melrose Court Apartments 7340 Old York Road, Elkins Park 15 EDU			15				15
Church, Pardee, Serpentine & Chetenhills Sewer Extension Project - Failing OnLot Systems (Main Extensions to Serve OLDS Area)					10	24	34
Greenwood Ave Flag Lot between 1101 and 1031			1				1
8115 Cedar Road			1				1
Cheltenham HS Football Stadium			3				3
514 Ryers Avenue			1				1
835 E. Glenside Ave			3				3
1313 Ashbourne Road Subdivision			2				2
Misc EDUs (Unallocated from Jan 2025 CMP)		20	25				45
Projected Future EDUs for Misc Projects (Not on CMP)				20	20		40
147 Greenwood Avenue - Gym	1.5						0
101 S. Easton Road - Magic Theater	1.5						0
Lamott Senior Residences				10	10		20
TOTAL	34.5	143	156	277	475	24	1075

Appendix B: SSO Reports

Sanitary Sewer Overflow (SSO) Report to PADEP- Clean Water Program

DEP fax: 484-250-5971

Please check the appropriate box Dry Weather Overflow Wet Weather Overflow

1. Date, Name, Phone # of person completing this report	Date : 01-31-2024 Name : Mike Estock Phone # : 610-960-7036
2. Your organization name and address ?	Name: Aqua Pennsylvania County: Montgomery Township/Municipality: Willow Grove PA, 19090 Address: 2290 Computer Ave.
Sewer system owner and permit number	Aqua Pennsylvania -Cheltenham Collection System Permit No.: N/A
3. Date found and specific location of SSO. Including Municipality/County (if different from #2) ?	Date: 01-31-2024 Location(Street & #): Wessel Way & Tookeny Creek Pkwy Municipality: Cheltenham County: Montgomery
4. How was SSO discovered? By whom ?	Cheltenham Public Works Notified of sewer overflow at 10:00 AM
5. Start and end time of SSO (actual or estimate?)	Start time est. 10:00 End time estimated around 11:30 AM
6. Date, time and name of person who called PADEP originally to notify of SSO ?	Date : 01-31-2024 Time : 10:10 AM Name : Mike Estock
7. Description and actual or estimated volume of SSO	MH surcharging water for approximately 2 hours, estimate around 500 gallons.
8. Where, precisely, did SSO go ? (land, roadway, basement, swale, storm sewer, creek, etc) Please include creek name or street location.	overflow onto street
9. What caused SSO ? How was it stopped ?	Grease and Rags build up in pipe
10. Describe extent of contamination and how it was cleaned up	wash down curblin and vac out storm water catch basin
11. What actions will be taken to prevent a re-occurrence ? When ?	This pipe will be added to out hot spot maintenance list
12. Other comments ?	N/A
13. Downstream notifications made: (All downstream users such as public water supplies must be notified)	N/A

Appendix C: Corrective Action Plan Update

Correction Action Plan Update to be provided later.

VERIFICATION

I, William C. Packer, Vice President, Rates, Regulatory and Regional Controller of Aqua Pennsylvania Wastewater, Inc., hereby state that the facts set forth in Aqua Pennsylvania Wastewater, Inc.'s Application, are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



William C. Packer
Vice President, Rates, Regulatory and
Regional Controller
Aqua Pennsylvania Wastewater, Inc.

Dated: March 21, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Aqua Pennsylvania :
Wastewater, Inc. pursuant to Section 1102 :
of the Public Utility Code for Approval of :
its Acquisition of the Wastewater System :
Assets of Breyer Master Association, : **Docket No. A-2025-_____**
Breyer Court Condominium Association, :
Breyer Woods Condominium Association, :
One Breyer Estates Condominium :
Association, and Salus University :

CERTIFICATE OF SERVICE

I hereby certify that I have this 21st day of March 2025 served a true and correct copy of the foregoing document, upon the persons and in the manner indicated below:


VIA ELECTRONIC MAIL

Allison Kaster, Director and Chief Prosecutor
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Alexander R. Stahl

Dated: March 21, 2025