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April 1, 2025

PUBLIC VERSION

VIA ELECTRONIC FILING

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

**In re: Application of Pennsylvania-American Water Company for
Approval of the Right to Offer, Render, Furnish or Supply
Wastewater Service to the Public in an Additional Portion of West
Caln Township, Chester County, Pennsylvania
(Kings Highway)**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of \$350 for the Commission's filing fee. A Certificate of Service is also attached. Please note that Exhibit B-1 and Exhibit G are **CONFIDENTIAL** due to a detailed description of where the current facilities are and where the new facilities will be located. Due to this **CONFIDENTIAL** nature, these exhibits will be filed on the PAPUC's SharePoint site.

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

Sincerely,

Erin K. Fure

Enclosures

cc: All Parties on the attached Certificate of Service (*via electronic mail*)
Allan Simms (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Re: In the Matter of Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania (West Kings Highway)	: : : : : : :	Docket Number A-2025-
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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April, 2025 served the above-referenced Application upon the persons, via electronic mail, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SERVED VIA ELECTRONIC MAIL ON APRIL 1, 2025

Darryl A. Lawrence, Interim Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

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

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

Respectfully Submitted,



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

**Attorney for Pennsylvania-American
Water Company**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania (West Kings Highway)	: : : : : :	Docket No. A-2025-
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TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

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

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

3. The name and address of the Applicant is:

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

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

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

II. DESCRIPTION OF THE APPLICANT

5. Pennsylvania-American is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of American Water Works Company, Inc. PAWC furnishes water and wastewater service in a certificated service territory encompassing portions of 37 counties and 418 municipalities across the Commonwealth. As of January 31, 2025 PAWC furnishes wastewater service to 115,119 residential, commercial, industrial, municipal, miscellaneous, and bulk customers in Pennsylvania. The total number of customers by class are as follows:

Residential	105,777
Commercial	8,904
Industrial	84
Municipal	302
Miscellaneous	51
Bulk	1
Total	115,119

In addition, PAWC furnishes water service to approximately 688,109 customers.

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

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

7. As indicated in Paragraph 1 above, the proposed additional service territory is located at West Kings Highway, Coatesville, West Caln Township, Chester County, Pennsylvania. Attached hereto as **CONFIDENTIAL Exhibit B-1** is a map showing the

boundaries of the area and attached hereto as **Exhibit B-2** is a metes and bounds description of the area to be served (the “Applied For Service Territory”). The Applied For Service Territory will allow Pennsylvania-American to provide public wastewater to multiple structures located at 309, 311 and 313 West Kings Highway, Coatesville, Chester County, Pennsylvania (“West Kings Highway”). The Applied for Service Territory consists of approximately 2.6 acres (Chester County Tax Parcels UPI 28-9-191, 28-9-83, 28-9-86¹). Please see Legal Description of the Applied for Service Territory attached as **Exhibit C**. Pennsylvania-American has been previously certificated to provide service in West Caln Township, Chester County under the following docket numbers below:

Docket Number	Description
Docket No. A-2011-2224262	Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania. (Sands Project Development – Airport Road)
Docket No. A-230073F0007	Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania. (North Sandy Hill Road/Coffroath Road)
Docket No. A-2014-2430841	Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania

¹ Please note, Chester Tax Parcels UPI 28-9-292 and 28-9-83 have three addresses attached 313, 315 and 317 West Kings Highway.(Owned by KT Investments Holdings LLC) Chester Tax Parcel UPI 28-9-96 have two addresses attached to the 309 and 311 West Kings Highway. (Owned by Church Street LLC)

	(Southside of State Highway SR 4001, Intersection of Old Wilmington Road and Township Route T-364/Ash Road)
Docket No. A-2015-2507969	Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania. (1398 Airport Road)
Docket No. A-2020-3020178	Application Of Pennsylvania-American Water Company Under Section 1102(a) Of The Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), For Approval Of (1) The Transfer, By Sale, Of Substantially All Of Valley Township’s Assets, Properties, And Rights Related To Its Wastewater Collection And Conveyance System To Pennsylvania-American Water Company, And (2) The Rights Of Pennsylvania-American Water Company To Begin To Offer Or Furnish Wastewater Service To The Public In Valley Township, And Limited Portions Of East Fallowfield Township, Sadsbury Township, And West Caln Township, Chester County, Pennsylvania (Acquisition of Valley Township Wastewater)

See, Orders and Certificates of Public Convenience attached as **Exhibit D.**

8. Pennsylvania-American currently provides wastewater service to West Caln Township 1.2 miles south of the Applied for Service Territory² The next closest sewer system to the Applied for Service is West Brandywine Township which is roughly a mile and a half away.

9. Currently, the Kings Highway properties in question are connected to an on-site septic system, all of which are failing and will not be suitable for future usage. Please see the

² Pennsylvania-American acquired the territory south of this Applied for Service Territory by the Valley Township Acquisition. See, FN. 2. Furthermore, a map of the territory that was acquired as part of the Valley Township Acquisition is seen at **Exhibit E.** (Originally in the 1329 Application as Appendix A-16-d)

request from the property owners, KT Investment Holdings LLC (313, 315 and 317 Kings Highway) and Church Street LLC (309 and 311 Kings Highway) at **Exhibit F**.

10. If the Application is approved, the Kings Highway property owners will be connected to Pennsylvania-American’s Coatesville Wastewater Treatment Facility (“Coatesville Facility”), which will receive the flow from the Kings Highway properties. The Coatesville Facility capacity is 7 million gallons a day. The current average daily flow is 4 million gallons a day.³ The projected flow from the Church Street commercial property (311 Kings Highway) is 1900 gallons per day, the Church Street LLC Residential Property (309 Kings Highway) is 225 gallons per day and the KT Investment properties are 1800 gallons per day. The Coatesville Facility will have more than adequate treatment and flow capacity to meet present and future service needs from the Kings Highway properties.

11. The properties in the Applied for Service Territory will be connected to a gravity sewer main 750-800’ away. Service will be extended to the requested territory via a 2” force main that will front all three properties and will terminate at the pump station that is located on Mt. Airy Road. See, **CONFIDENTIAL Exhibit B-1**.

12. As stated previously, the facilities to be installed by Pennsylvania-American within the Applied for Service Territory will consist of 2” force main which will front all three properties and will terminate at the pump station. The project estimate is broken down as follows:

Quantity	Materials (including Appurtenances)	Cost
440 ft	2” Force Main	\$36,800
1	Fittings	\$3,075
1	Traffic Control	\$2,500

³ Please find the Chapter 94 Report for the Coatesville System attached as **CONFIDENTIAL Exhibit G**. Please note, this exhibit is **CONFIDENTIAL** due to the location of current facilities in West Caln Township.

1	Paving	\$32,727
	Total	\$75,102

13. The total cost for installation of a wastewater PVC lateral is approximately \$75,102.00, which will be assumed by Pennsylvania-American. This amount includes excavating, labor, paving costs and a state permit that is needed to complete the project. It is reasonable for PAWC to cover the cost of this installation under Rule H.7 of PAWC’s Wastewater Tariff⁴, which permits PAWC to deviate from its standard main extension requirements when it is prudent, reasonable, and in the public interest. In this case, once the septic system fails, the property is not suitable for a replacement septic system. Therefore, a public sewer connection is required in order to continue to have sewer service at the properties. PAWC believes it is reasonable, prudent, and in the public interest to cover a portion of the installation costs to these properties to ensure continued sewer service can occur.

14. The Kings Highway property owners will not be required to contribute to the direct cost of installing the facilities. Pennsylvania-American will be responsible for the costs to install the laterals from the forcemain to the property line. The Kings Highway property owners will be responsible for the costs to install the ejector pumps (to pump the sewage out of their lines) and the piping from the home to the property line. Furthermore, the Kings Highway property owners will be entirely responsible for the abandonment of the septic system; Pennsylvania-American shall have no responsibility with regard to the abandonment of the septic system. No additional capital will be required by the Applicant for the purpose of financing the matters and things

⁴ Rule 7 which is referenced can be found at page 34, Section H in the Company’s effective wastewater tariff. A copy of the Company’s *pro forma* Offsite Development Marketing Agreement can be found attached as **Exhibit H**. Please note that this agreement is used for both individuals and businesses.

involved in this Application. The cost to service the requested territory will initially fund these costs with short-term debt that will be replaced by a combination of long-term debt and equity in the future.

15. Pennsylvania-American will not be required to obtain any easements to serve in the Applied for Service Territory due to the sewer being in the public road. No inspections are needed but a road opening permit is required to complete this project.

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

17. Water service to this property is currently being provided by Pennsylvania-American.

18. The Company expects wastewater service to begin shortly after Commission approval of this Application. After receiving Commission approval, the Company could have the lateral installed within 3 weeks, depending on weather. The Company cannot provide a definitive response as to whether it could provide service in 3 weeks because the ability to furnish service is dependent on how quickly the customer can have the work done on their side.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

19. There is attached hereto, as **Exhibit I** a balance sheet of the Company as of December 31, 2023.

20. There is attached hereto, as **Exhibit J**, a statement of income and retained earnings of the Company for the 12 months ending December 31, 2023.

21. Pennsylvania-American will charge its then existing Rate Zone 1 rates for service in the Applied For Service Territory as set forth in its Tariff. Current Rate Zone 1 are shown on **Exhibit K**⁵ and may be changed from time to time. Authorizing Pennsylvania-American to furnish service in the Applied For Service Territory will have no adverse effect upon the service furnished or the rates charged to its existing customers.

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

V. PUBLIC INTEREST

23. It is in the public interest for the Company to provide wastewater service in the Applied For Service Territory because it is financially and technically capable of providing service. Furthermore, it will benefit the new customer who will experience enhanced customer service in several areas, such as, but not limited to, extended customer service and call center hours, customer information and education programs, and PAWC's customer assistance program. Furthermore, it is in the best interest of the public, including PAWC's existing customers, to have an old septic system removed and have this property connected to a public sewer because it decreases the potential of contamination. A letter can be found at **Exhibit M** from West Caln Township confirming it has no objections to the proposal. Furthermore a letter at **Exhibit N** can be found from Valley Township stating that it has no issues with the proposal. Finally, a letter from Chester County can be found at **Exhibit O** stating that it has no objections to the proposed Applied for Service Area. A Sewerage Facilities Plan Special Study for 309-317 Kings Highway Sewer Extension was sent to the Pennsylvania Department of Environmental Protection

⁵ For this project, there will be a total of 1 Residential Customer and 2 Commercial Customers.

(hereinafter “PADEP”) and it was approved under APS ID 1109131, Auth ID 1476199. The approval letter from PADEP can be found at **Exhibit P**.

24. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, the Company will provide wastewater service to the Kings Highway properties in the Applied For Service Territory under the Rules and Regulations of its Commission-approved tariff.

VI. RELIEF

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

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

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1574
Email: erin.fure@amwater.com

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

Dated: April 1, 2025

VERIFICATION

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

Allan Simms Jr
Allan R. Simms, Supervisor – Field Operations - Coatesville
Pennsylvania-American Water Company

Dated: 3-31-2025

EXHIBIT A

**PENNSYLVANIA-AMERICAN CERTIFICATED
WATER AND WASTEWATER TERRITORY**

EXHIBIT A

PENNSYLVANIA-AMERICAN WATER COMPANY

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

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

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

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

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

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

EXHIBIT A

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

EXHIBIT A

Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shipperville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022); Creekside Homeowners Association (Lancaster County, June 22, 2023); Butler Area Sewer Authority (Butler County, October 29, 2024); Sadsbury Township Municipal Authority-Wastewater (Lancaster County, October 31, 2024) and Farmington Township-Water and Wastewater (Clarion County, November 21, 2024). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 687,608 customers in the following municipalities:

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

EXHIBIT A

Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston,

EXHIBIT A

West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

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

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

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

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

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

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

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

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

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

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

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover,

EXHIBIT A

Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County;
Portion of the Township of Overfield in Wyoming County; and

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

As a result of acquisitions, the Company furnishes wastewater service to about 114,915 customers in the following municipalities:

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

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

All of the Borough of Koppel in Beaver County;

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

All, or portions of, the City of Butler, the Borough of East Butler and the Townships of Butler, Center, Connoquenessing, Oakland and Summit in Butler County;

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

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

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

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

Portions of the Township of Sadsbury, Lancaster County;

Portions of the Township of Foster in Luzerne County;

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

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in

EXHIBIT A

Monroe County;

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

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

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

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

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

[418 municipalities in 37 counties.]

12/31/2024

EXHIBIT B-1

**MAP OF APPLIED FOR SERVICE TERRITORY IN
WEST CALN TOWNSHIP**

(CONFIDENTIAL)

EXHIBIT B-2

**METES AND BOUNDS OF PENNSYLVANIA-AMERICAN
WATER COMPANY'S APPLIED FOR SERVICE
TERRITORY**

Exhibit B-2

Starting Point: (-75.8301568060495, 40,0049460434127)			
From	To	Bearing	Distance (feet)
1	2	S86°08'53"E	110.866252
2	3	N24°56'07"W	48.997586
3	4	N32°40'34"E	107.208656
4	5	N6°15'46"E	228.393089
5	6	N6°12'03"E	6.007908
6	7	N81°27'51"E	162.490808
7	8	S89°07'37"E	206.106848
8	9	S12°20'27"E	84.026354
9	10	S17°23'12"E	42.031214
10	11	S20°45'02"E	42.031216
11	12	S24°06'50"E	42.031263
12	13	S25°48'34"E	53.239727
13	14	S83°03'58"W	385.758958
14	15	S70°17'34"W	16.542715
15	16	S61°40'06"W	16.542556
16	17	S53°02'40"W	16.542899
17	18	S44°25'06"W	16.542664
18	19	S35°47'36"W	16.542651
19	20	S27°10'09"W	16.542801
20	21	S18°32'39"W	16.54261
21	22	S9°55'11"W	16.542549
22	23	S5°36'25"W	111.975896
23	24	N89°04'44"W	50.169307
24	25	N86°08'53"W	120.054466
25	1	N9°17'17"E	112.505945

EXHIBIT C

**LEGAL DESCRIPTION OF PROPOSED SERVICE AREA ON
WEST KINGS HIGHWAY**

Prepared by: James B. Griffin, P.C.
623 N. Pottstown Pike
Exton, PA 19341
610-524-7002



Return to: James B. Griffin, P.C.
623 N. Pottstown Pike
Exton, PA 19341

g. UPI: 28-9-86 ✓

DEED

This **DEED**, made the 20th day of April, 2016,

Between

Donald J. Stoltzfus and Judith C. Stoltzfus
(hereinafter called the Grantors) of the one part, and

Church Street, LLC
(hereinafter called the Grantee) of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

All that certain lot or piece of ground, together with the improvements thereon erected, hereditaments and appurtenances, Situate in West Caln Township, Chester County, Pennsylvania, described according to a Topographical Survey for John L. Mowrer made by DeArmit & Hayes dated 3/15/1967 last revised 4/25/1967 and recorded in Plan Book 25, page 45, as follows, to wit:

Beginning at a point on the Northerly side of Kings Highway Route 340 located on, at, or near the Westerly right of way line of the Wilmington and Northern Branch of the Reading Railroad;



thence extending from said point of beginning and along the Northerly side of Kings Highway Route 340 South 84 degrees 11 minutes West, 210.88 feet to a point of tangent on the Easterly side of a 40 feet wide right of way; thence along the same the 3 following courses and distances: (1) along the arc of a circle curving to the right having a radius of 25 feet with a chord bearing North 47 degrees, 23 minutes, 30 seconds West the chord distance of 37.40 feet to a point of tangent; (2) North 1 degree, 2 minutes East, 211.14 feet to a point; (3) North 2 degrees, 15 minutes, 45 seconds East, 2.92 feet to a point a corner of Lot #2; thence along the same South 87 degrees, 44 minutes, 15 seconds East, 199.01 feet to a point on, at or near the Westerly right of way line of the Wilmington and Northern Branch of the Reading Railroad; thence along through or near the 2 following courses and distances: (1) South 5 degrees, 0 minutes East, 189 feet to an iron pin; (2) South 48 degrees, 59 minutes East, 30.35 feet to the first mentioned point and place of beginning

Being Lot #1 on the above mention Plan.

Containing in area 1.083 acres to be the same more or less.

Under and subject to all restrictions of record.

Being the same premises which Alfred E. Zynn and Grace V. Zynn, by Deed dated May 31 1977, and recorded on May 31, 1977 in the Recorder of Deeds for Chester County, Pennsylvania, in Deed Book A-51, page 461, granted and conveyed unto Donald J. Stoltzfus and Judith C. Stoltzfus.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantors, for themselves and their heirs and assigns, do by these presents, covenant, grant and agree, to and with the said Grantee, its heirs and assigns, that they the said Grantors, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantors, their heirs and assigns and against all and every Person or Persons whomever lawfully claiming or to claim the same or any part thereof, by, from, or under, him, her, them, or any of them, shall and will **SPECIALLY WARRANT** and forever **DEFEND**.

The remainder of this page has intentionally been left blank.



11878702 B: 10714 P: 31 DEE
10/22/2021 12:16:22 PM Page 1 of 4
Rec Fees: \$103.75 Local: \$4,600.00 State: \$4,600.00
Chris Pielli Recorder of Deeds, Chester County, PA

Prepared by:

Trident Land Transfer Company LP
431 West Lancaster Avenue
Devon, PA 19333
Phone: (610)889-7660

Return To:

ATTN: Recording and Policy Department
Trident Land Transfer Company LP
Parcel No.: 28-9-83 and 28-9-191



Consideration: \$460,000.00
State: \$4,600.00

Local: \$4,600.00

File No.: 21PA00975

DEED

All P's Inc.

to

KT Investment Holdings LLC, a Limited Liability Company

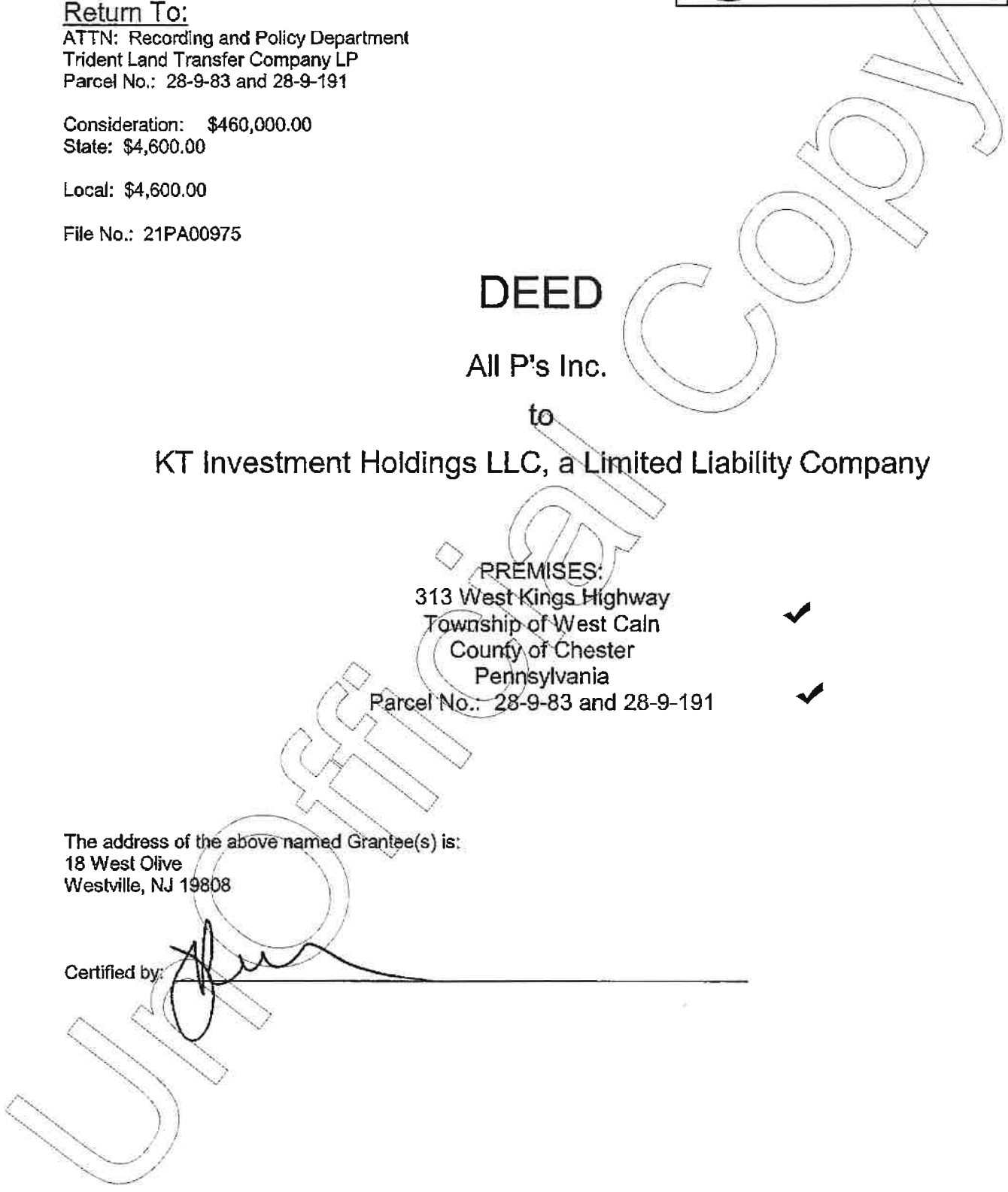
PREMISES:

313 West Kings Highway
Township of West Cain
County of Chester
Pennsylvania
Parcel No.. 28-9-83 and 28-9-191



The address of the above named Grantee(s) is:
18 West Olive
Westville, NJ 19808

Certified by: _____



DEED

THIS INDENTURE made this 6th day of July, 2021.

Between ALL P'S INC. , (hereinafter called the Grantor) and
KT INVESTMENT HOLDINGS LLC, (hereinafter called the Grantee)

Witnesseth That the said Grantor for and in consideration of the sum of Four Hundred Sixty Thousand And No/100 Dollars (\$460,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, its heirs and assigns, a Limited Liability Company.

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

TO HAVE AND TO HOLD the said lot or piece of ground above described with the improvements, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, to and for the only proper use and behoof of the said Grantee, its heirs and assigns, forever.

AND the said Grantor do by these presents, covenant, grant and agree, to and with the said Grantee, its heirs and assigns that the said Grantor all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, its heirs and assigns, against the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under them or any of them, shall and will WARRANT and forever DEFEND.

11878702 B: 10714 P: 32 DEE
10/22/2021 12:16:22 PM Page 2 of 4

ALL THAT CERTAIN lot or piece of land, with the buildings and improvements thereon erected, Situate in West Cain Township, Chester County, Pa., bounded and described in accordance with a Plan of Survey entitled 313 & 317 West Kings Highway prepared by Hillcrest Associates, Hockessin, Delaware bounded and described as follows, to wit:-

BEGINNING at a point formed by the intersection of the title line in the bed of West Kings Highway (33 feet wide) (S.R. 340) and the projected Westerly side of Evergreen Drive (40 feet wide); thence extending from said beginning point along the title line in the bed of West Kings Highway, South 84 degrees 11 minutes 00 seconds West, 175.00 feet to a point; thence extending North 06 degrees 25 minutes 10 seconds East, through the bed of West Kings Highway, 16.80 feet to a set rebar at a corner of Tax Parcel 28-9-191 at the Northerly side of West Kings Highway; thence extending along the Northerly side of West Kings Highway, South 84 degrees 09 minutes 41 seconds West, 106.62 (Deed) & 104.61 (calculated) to a set rebar at a corner of Lot No.2, Tax Parcel 28-9-192; thence extending along the same the two following courses and distances: (1) North 00 degrees 15 minutes 38 seconds West, 262.34 feet to a set rebar; and (2) North 88 degrees 38 minutes 23 seconds East, 133.97 feet to a set rebar at a corner of Lot No, 8, Tax Parcel 28-9-86.1; thence extending along the same the two following courses and distances: (1) South 06 degrees 25 minutes 10 seconds West, 30.32 feet to a set rebar; and (2) North 82 degrees 34 minutes 00 seconds East, 150.00 feet to an iron pipe found at the Westerly side of Evergreen Drive (40 feet wide); thence extending along the same South 01 degrees 02 minutes 00 seconds West, 270.00 feet to the first mentioned point and place of beginning.

BEING UPI No. 28-9-83

BEING the same premises which Jerry P. Erra, a widower, by Deed dated 04/02/1990 and recorded 04/05/1990, in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania in Deed Book 1948, Page 585, granted and conveyed unto All P's, Inc., in fee.

BEING UPI No. 28-9-191

BEING the same premises which Walter Perdue and Beth Perdue, husband and wife, by Deed dated 07/11/2000 and recorded 07/12/2000, in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania in Deed Book 4783, Page 0189, granted and conveyed unto All P's, Inc., a Pennsylvania Corporation, in fee.

EXHIBIT C

IN THE WITNESS WHEREOF, the said Grantor caused these presents to be duly executed dated the day and year first above written.

SEALED AND DELIVERED
In the presence of us:

All P's Inc.

BY: Walter M Perdue President
Walter M Perdue
President

Commonwealth of Pennsylvania

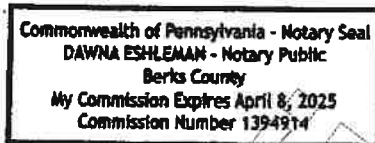
County of Chester

On this, the 04th day of July 2021, before me, the undersigned Notary Public, personally appeared Walter M Perdue, who acknowledged himself to be the President of All P's Inc., a Pennsylvania Corporation, and that he as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

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

Dawna Eshleman
Notary Public

My Commission Expires: 4/8/25



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EXHIBIT D

**ORDERS/CERTIFICATE OF PUBLIC CONVENIENCE
PREVIOUSLY APPROVED IN WEST CALN SERVICE
TERRITORY**

**APPLICATION OF PAWC FOR APPROVAL OF
THE TO BEGIN TO OFFER, RENDER, FURNISH,
OR SUPPLY WASTEWATER SERVICE TO THE
PUBLIC IN ADDITIONAL PORTIONS OF WEST
CALN TOWNSHIP, CHESTER COUNTY**

Docket No. A-230073F0007

Order ENTERED MAY 5, 2003

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA. 17105-3265**

Public Meeting held May 1, 2003

Commissioners Present:

Glen R. Thomas, Chairman
Robert K. Bloom, Vice Chairman
Aaron Wilson, Jr.
Terrance J. Fitzpatrick
Kim Pizzingrilli

Amended Application of Pennsylvania-American Water Company - Wastewater for approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania.

Docket Number:

A-230073F0007

ORDER

BY THE COMMISSION:

On January 2, 2003, pursuant to Section 1102(a)(1)(i) and (2), of the Public Utility Code, Pennsylvania-American Water Company – Wastewater (PAWC - WW), filed an Application for Commission approval of the right to offer, render, furnish or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania.

PAWC - WW does serve in West Caln Township (Township) via its purchase of the City of Coatesville Authority at Docket No. A-230073F0002. The Township received three requests from developers for wastewater service from separate community subdivisions (referred to as the Cushman, Knapp and Goldberg Tracts). The Township

passed Resolution Number 7-02 on July 15, 2002 to petition PAWC - WW to make application to the Commission to amend its franchised area to include these three tracts.

The original Application, for the three individual developments, was filed on January 2, 2003.

On February 5, 2003, Chester County Planning Commission (CCPC) filed a letter commenting about inconsistencies with Chester County's Plan, "Landscapes". Although CCPC noted the presence of two Superfund sites relative to these tracts, it held reservations with regards to the Goldberg parcel. CCPC requested that the Commission not take action on granting approval of the Application in the case of the Goldberg Tract.

On February 24, 2003, PAWC - WW filed a letter requesting that the Commission act only on the Cushman and Knapp Tracts and not act on the Goldberg Tract. This request caused this filing to become an Amended Application.

There were no motions or petitions filed and no hearing was held. Proof of publication and service to appropriate entities were filed.

PAWC - WW is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania and is engaged in the business of wastewater service. It currently furnishes public wastewater service to over 12,000 residential, commercial, industrial and municipal customers in three Pennsylvania counties.

PAWC - WW anticipates that its future assets will include approximately 19,800 feet of 8 inch main, services, associated appurtenances, pump station and easements. The

distribution systems of these two tracts will be interconnected with the former City of Coatesville Authority (A-230073F0002).

PAWC - WW will retain its current rates for new customers. These rates are the same rates of the former City of Coatesville which are frozen for three years from the date of closing as per their asset purchase agreement at A-230073F0002. A typical residential customer, discharging 15,000 gallons per quarter (based on metered water consumption), experiences a quarterly bill of \$50.89 or \$203.56 annually. PAWC - WW will apply the rules and regulations of service as set forth in its tariff that is on file with the Commission.

Upon full consideration of all matters of record, we believe that approval of this Amended Application is necessary and proper for the service, accommodation, and convenience of the public. For these reasons, we conclude that approval of the Amended Application is in the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Amended Application of Pennsylvania-American Water Company – Wastewater at Docket No. A-230073F0007 is hereby approved, consistent with the discussion in this Order to the extent that the Goldberg Tract is not part of this proceeding.
2. That PAWC - WW shall file a tariff supplement within 10 days from the entry date of this Order reflecting the additional territory to be served and related applicable rates.

3. That PAWC – WW file a map showing only the Cushman and Knapp Tracts within 30 days of the entry date of this Order.

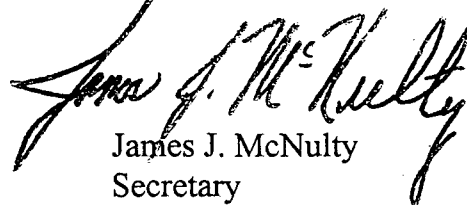
4. That the Secretary shall issue to PAWC - WW a Certificate of Public Convenience pursuant to Section 1102(a)(1)(i) of the Public Utility Code authorizing PAWC - WW to begin to offer, render, furnish, or supply wastewater service to the public in additional portions of West Caln Township, Chester County, Pennsylvania.

5. That nothing herein shall be construed to exempt PAWC - WW from obtaining all necessary permits and approvals from other state, federal and local government agencies having jurisdiction.

6. That a copy of this Order shall be served on the Department of Environmental Protection, Southeast Regional Office and the Commission's Office of Trial Staff.

7. That the Secretary shall mark the record closed upon compliance with Ordering Paragraph Nos. 2 and 3.

BY THE COMMISSION



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: May 1, 2003

ORDER ENTERED: MAY 05 2003

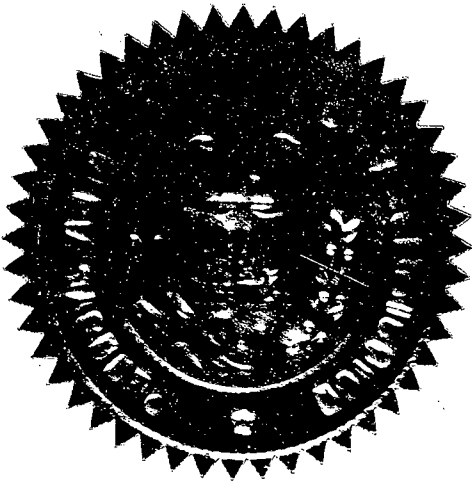
PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-230073 F0007

Amended Application of Pennsylvania-American Water Company-Wastewater for approval of the right to offer, render, furnish or supply wastewater service, to the Public, in additional portions of West Caln Township, Chester County, Pennsylvania

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its secretary at its office in the city of Harrisburg this 1st day of May 2003.



A handwritten signature in black ink, reading "James J. McKeelty". The signature is written in a cursive, flowing style.

Secretary

**APPLICATION OF PAWC FOR APPROVAL OF THE
RIGHT TO OFFER, RENDER, OR FURNISH OR SUPPLY
WASTEWATER SERVICE TO THE PUBLIC IN AN
ADDITIONAL PORTION OF WEST CALN TOWNSHIP,
CHESTER COUNTY**

DOCKET NO. A-2014-2430841

ORDER ENTERED NOVEMBER 13, 2014

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held November 13, 2014

Commissioners Present:

Robert F. Powelson, Chairman
John F. Coleman, Jr., Vice Chairman
James H. Cawley
Pamela A. Witmer
Gladys M. Brown

Application of Pennsylvania-American Water
Company for approval of the right to offer,
render, or furnish, or supply wastewater service
to the public in an additional portion of West
Calm Township, Chester County, Pennsylvania.

Docket Number:
A-2014- 2430841

ORDER

BY THE COMMISSION:

By the application filed on July 7, 2014, Pennsylvania-American Water Company - Wastewater (PAWC-W or the Applicant), utility code 230073, 800 West Hersheypark Drive, Hershey, PA 17033, seeks a certificate of public convenience pursuant to section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. §1102(a)(1)(i), evidencing Commission approval of the Applicant's right to offer, render, furnish, or supply wastewater service in a portion of West Calm Township, Chester County, Pennsylvania.

Proofs of publication and service to appropriate entities were submitted by PAWC-W. No protests were filed and no hearings were held.

PAWC-W is a regulated public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is a wholly owned subsidiary of the American Water Works Company, Inc. PAWC-W is currently engaged in the business of collecting, treating and disposing of wastewater sewage for the public. The PAWC-W existing service territory covers various counties throughout Pennsylvania, including Chester County. As of May 31, 2014, PAWC-W furnished wastewater service to 16,629 customers.

PAWC-W has indicated that the proposed territory is located in a portion of West Caln Township, Chester County, Pennsylvania as shown on Exhibit B-1, a map of the proposed service area, and Exhibit B-2, a description of the proposed service area that is attached to the PAWC-W Application. The applied-for-territory will allow PAWC-W to provide public wastewater service to two currently undeveloped residential properties located along the south side of Pennsylvania State Highway SR 4001, Old Wilmington Road at its intersection with Township Route No. T-364, Ash Road.

The first property is identified as Lot 1 on Chester County Tax Parcel UPI #28-8-84.3 is 1.274 acres. The second property is identified as Lot 2 on Chester County Tax Parcel UPI #28-8-84 is 9.99 acres. The owner of the properties is proposing to annex 4.929 acres from Lot 2 to Lot 1 resulting in an area of 6.203 acres for Lot 1. Lot 2 will then consist of 5.061 acres. PAWC-W is certified to serve portions of West Caln Township, Chester County under Docket No. A-230073F0002.

PAWC-W stated that the facilities to be installed within this application territory to serve the two properties will include two separate 1.25 inch force main laterals connecting to the 6 inch force main located on Old Wilmington Road in West Caln Township, Chester County. Each dwelling will require the installation of a grinder tank and low volume force main to the existing main. Water service for each of the two properties will be provided by on-site water facilities.

PAWC-W stated that the cost of the wastewater main installation will be approximately \$5,000 and will be borne by PAWC-W.

The Applicant stated that to the best of its knowledge no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish service similar to the service to be rendered by PAWC-W in the requested territory, and no competitive condition will be created. PAWC-W further indicated that furnishing service in the requested territory will have no adverse effect upon the service furnished or the rates charged to other customers.

PAWC-W will charge its then existing Rate Zone 1 rates applicable to unmetered service in the requested territory as set forth in PAWC-W's Tariff. The anticipated annual revenue for an unmetered residential customer at the current rates is \$1,404.

Letters from West Caln Township and Roger Fry, PLS on behalf of Aaron Glick, the owner of the two lots, were submitted in support of PAWC-W's Application. The Applicant is current with its annual and quarterly reports as well as the Security Planning and Readiness report filing requirements of the Commission. There are no Department of Environmental Protection (DEP) outstanding compliance or operational issues with PAWC-W.

It is in the public interest for PAWC-W to extend wastewater service to the proposed service territory because PAWC-W is financially and technically capable of providing the service and because there is a need to make reliable and safe wastewater service available to these residential properties; **THEREFORE,**

IT IS ORDERED:

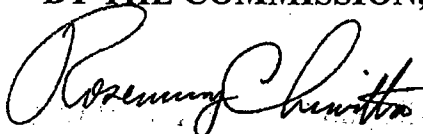
1. That the application of Pennsylvania-American Water Company – Wastewater at Docket No. A-2014-2430841 is hereby approved.

2. That a certificate of public convenience shall be issued pursuant to section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. §1102(a)(1)(i), authorizing Pennsylvania-American Water Company - Wastewater to begin to offer, render, furnish, or supply wastewater service in a portion of West Caln Township, Chester County as described in Exhibit B-2 and depicted on a map identified as Exhibit B-1, which were attached to the subject application.

3. That nothing herein shall be construed to exempt Pennsylvania-American Water Company - Wastewater from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

4. That a copy of this Order be served upon Pennsylvania-American Water Company - Wastewater, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate and the Department of Environmental Protection – Southeast Regional Office and its Bureau of Regulatory Counsel.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: November 13, 2014

ORDER ENTERED: November 13, 2014

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF DOCKET NO: A-2014-2430841

Application of Pennsylvania-American Water Company for approval of the right to offer, render, or furnish, or supply wastewater service to the public in an additional portion of West Caln Township, Chester County, Pennsylvania.

Effective Date: NOVEMBER 13, 2014

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE evidencing the Commission's approval.**

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its secretary at its office in the city of Harrisburg this 13TH DAY OF NOVEMBER 2014.



Secretary

**APPLICATION OF PAWC FOR APPROVAL TO OFFER,
RENDER, FURNISH OR SUPPLY WASTEWATER SERVICE
TO THE PUBLIC IN AN ADDITIONAL PORTION OF WEST
CALN TOWNSHIP, CHESTER COUNTY, PA**

(1398 AIRPORT ROAD)

DOCKET NO. A-2015-2507969

ORDER ENTERED DECEMBER 22, 2016

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held December 22, 2016

Commissioners Present:

Gladys M. Brown, Chairman
Andrew G. Place, Vice Chairman
John F. Coleman, Jr.
Robert F. Powelson
David W. Sweet

Application of the Pennsylvania-American
Water Company – Wastewater Division for
approval of the right to offer, render, furnish or
supply wastewater service to the public in an
additional portion of West Caln Township,
Chester County, Pennsylvania

A-2015-2507969

ORDER

BY THE COMMISSION:

By the application (Application) filed on October 13, 2015, Pennsylvania-American Water Company – Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, seeks a certificate of public convenience pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), evidencing Commission approval of the Applicant's right to offer, render, furnish or supply wastewater service to the public in an additional portion of West Caln Township, Chester County, Pennsylvania.

I. BACKGROUND INFORMATION

PAWC-WD submitted proofs of publication and service to appropriate entities. In addition, notice of the Application was published in the *Pennsylvania Bulletin*, 45 Pa.B. 6387, on Saturday, October 24, 2015. The protest period ended November 9, 2015. No protests were filed and no hearings held.

PAWC-WD is a regulated public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is currently engaged in the business of collecting, treating, transporting and disposing wastewater for the public. PAWC-WD provides wastewater service to approximately 17,425 customers across the Commonwealth that includes customers in West Caln Township, Chester County. PAWC-WD's parent company, Pennsylvania-American Water Company (PAWC), utility code 21285, furnishes water service in certificated service territories encompassing portions of 36 counties across the state. As of August 31, 2015, PAWC provided water service to approximately 650,937 customers.

II. LOCATION AND DESCRIPTION OF PROPOSED TERRITORY

The Application contained a proposed wastewater service territory map and boundary description for service in an additional portion of West Caln Township, Chester County marked as Exhibit B-1. PAWC-WD subsequently amended the Application's requested service territory map on April 20, 2016. PAWC-WD's requested additional territory area is approximately 6 acres and consists of one residential parcel of land located on the southeast corner of Ash and Airport Roads.

According to the Application, the subject property currently contains an existing frame residential building as well as a mobile home. Both the building and the mobile home are connected to the same septic system which is not working

properly. PAWC-WD states that the property owner intends to demolish the existing frame building and construct a new single family home which would be connected to PAWC-WD's existing sanitary sewer system located in Ash Road. The property owner plans to reside in the mobile home while the existing house is demolished and the new home is being built. Once the new home is completed, the mobile home will be removed and the existing septic system will be abandoned. The subject property's existing dwellings utilize an on-lot well for water service.

The Application contained a copy of a letter from the subject property owner requesting wastewater service from PAWC-WD marked as Exhibit J. The resident is requesting wastewater service because it will be less expensive to connect to PAWC-WD's sanitary sewer system than it will be to construct a replacement on-lot septic system at an estimated cost of \$20,000. The street address of the existing residential building is 1398 Airport Road while the mobile home's is 412 Ash Road. PAWC-WD states the customer service address for the new home will be 1398 Airport Road.

III. FACILITIES FOR FURNISHING SERVICE

PAWC-WD is already certified to serve portions of West Caln Township, Chester County. PAWC-WD stated that it has a 6-inch diameter sanitary sewer force main in Ash Road that conveys wastewater, as part of a pressure sewage collection system, approximately 3 miles from its Sandy Hill lift station to Sadsbury Township's sanitary sewer system. Flow from the Sandy Hill lift station is ultimately treated at PAWC-WD's Coatesville Wastewater Treatment Plant (WWTP).

According to PAWC-WD, the facilities to be installed to provide wastewater service to the subject property will include a 1¼-inch diameter SDR 21 plastic force main lateral that will connect to the PAWC-WD's existing 6-inch diameter sanitary

sewer force main in Ash Road. A detail depicting the proposed force main lateral connection was attached to the Application marked as Exhibit D. PAWC-WD stated that the installation of the force main lateral connection will be completed within one year of the Commission's approval. According to PAWC-WD's current wastewater tariff, the property owner will be responsible for installing, owning, operating, maintaining a grinder pump and holding tank in order to connect to PAWC-WD's pressure sewage collection system.

IV. PERMITS REQUIRED

PAWC-WD stated the proposed sewer lateral force main connection for the new home at 1398 Airport Road will require a road opening permit from West Caln Township.

V. ADDITIONAL CAPITAL REQUIREMENTS

The cost of the sanitary sewer lateral force main connection will be approximately \$6,000 and will be borne by PAWC-WD. No additional capital will be required of PAWC-WD.

VI. PROPOSED RATES

PAWC-WD states it will charge its existing Rate Zone 1 residential rate for service in the proposed additional territory as set forth in its effective wastewater tariff. The estimated revenue for one unmetered residential customer in the proposed additional territory is \$58.50 per month or \$702 annually. PAWC-WD estimates its annual expenses for the additional territory will be about \$321 providing annual net revenue of about \$381.

VII. ACT 537 OFFICIAL SEWAGE FACILITIES PLAN COMPLIANCE

The Application contained a copy of a letter from the Pennsylvania Department of Environmental Protection (DEP) marked as Exhibit K and dated August 4, 2015, indicating the proposed development to demolish an existing dwelling and construct a new single-family dwelling at 412 Ash Road does not meet the definition of a subdivision under the Pennsylvania Sewage Facilities Act and does not require the submission of sewage facilities planning modules.

While a draft revision and update to West Caln Township's Act 537 Official Sewage Facilities Plan (Act 537 Plan) dated January 25, 2011, depicts PAWC-WD's requested additional territory in an area proposed for public sewer, West Caln Township's DEP-approved Act 537 Plan does not. The Commission discussed the issue with DEP's Southeast Regional Office staff and DEP subsequently provided a clarification memorandum to the Commission dated August 2, 2016, stating that DEP approved an Act 537 Plan for West Caln Township as part of the PAWC-WD Coatesville District by letter dated November 19, 2009. In its Act 537 Plan approval letter, DEP noted that West Caln Township is one of the several tributary municipalities that are required to conduct further Act 537 planning before West Caln Township can avail itself to the expanded capacity in PAWC-WD's Coatesville WWTP. However, DEP indicated the approved Act 537 Plan acknowledged that projects could obtain capacity on a first-come basis as part of the DEP planning module or exemption process. In addition, the Act 537 Plan committed to the continued use of the PAWC-WD Chapter 94 Connection Management Plan for the control and accounting of connections and associated treatment capacity. As such, DEP states its planning module waiver to be equivalent of including the subject property in the public sewer service area of West Caln Township's approved Act 537 Plan.

VIII. LAND-USE PLANNING COMPLIANCE

The Application contained a copy of two letters from West Caln Township's Manager/Secretary. The first letter marked as Exhibit I and dated August 17, 2015, supports the Application. The second letter, marked as Exhibit L and dated October 5, 2015, indicates the Application is consistent with West Caln Township's comprehensive plan and zoning ordinances.

The Application also contained a copy of an e-mail from the Chester County Health Department (CCHD), marked as Exhibit C and dated August 27, 2015, providing evidence that CCHD has no objections to the property owner at 412 Ash Road utilizing the existing septic system for the temporary mobile home until a connection is made to the public sanitary sewer system.

IX. OTHER CONSIDERATIONS

PAWC-WD states that to the best of its knowledge no corporation, partnership or individual is currently furnishing, or has corporate or franchise rights to furnish service similar to that which will be rendered by PAWC-WD in the requested territory, and no competitive condition will be created. PAWC-WD avers that it is in the public interest for it to provide wastewater service in the proposed service territory because it is financially and technically capable of providing service and because there is a need to make reliable and safe wastewater service available to the residential property. PAWC-WD also states that furnishing service in the proposed additional territory will have no adverse effect upon the service furnished or the rates charged to other customers.

PAWC-WD is current with its annual and quarterly earnings and the security planning and readiness report filing requirements. Also, PAWC-WD has no outstanding fines or assessments due to the Commission.

X. CONCLUSION

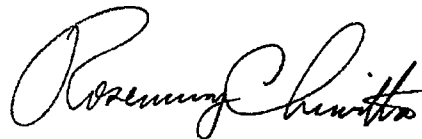
Based upon the facts that there is a need to make safe and reliable wastewater service available to the proposed residential development and that PAWC-WD is fit to provide service, the Commission finds that the granting of PAWC-WD's application for an extension service territory is in the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Application of Pennsylvania-American Water Company – Wastewater Division at Docket No. A-2015-2507969, as amended, is hereby approved.
2. That a Certificate of Public Convenience shall be issued pursuant to 66 Pa. C.S. Section 1102(a)(1)(i) of the Public Utility Code, authorizing Pennsylvania-American Water Company – Wastewater Division to begin to offer, render, furnish or supply wastewater service to the public in an additional portion of West Caln Township, Chester County consistent with this Order.
3. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company – Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.
4. That a copy of this Order be served upon Pennsylvania-American Water Company – Wastewater Division, Chester County Commissioners, Chester County

Planning Commission, West Caln Township Board of Supervisors, West Caln Township Planning Commission, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate and the Department of Environmental Protection – Southeast Regional Office and its Bureau of Regulatory Counsel.

BY THE COMMISSION,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 22, 2016

ORDER ENTERED: December 22, 2016

PENNSYLVANIA PUBLIC UTILITY COMMISSION

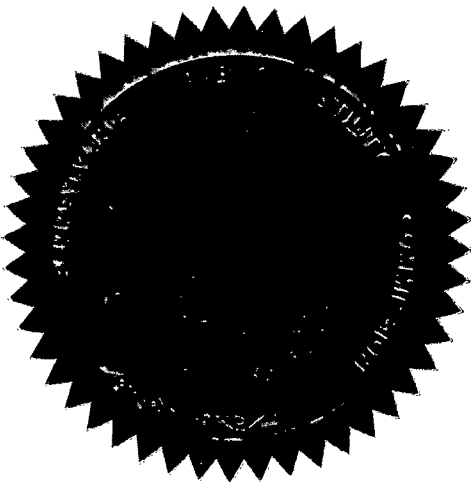
IN THE MATTER OF THE APPLICATION OF: A-2015-2507969

Application of the Pennsylvania-American Water Company – Wastewater Division for approval of the right to offer, render, furnish or supply wastewater service to the public in an additional portion of West Caln Township, Chester County, Pennsylvania

EFFECTIVE DATE: December 22, 2016

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 22nd day of December, 2016.



Rosemary Chivetta
Secretary

EXHIBIT E

MAP FROM ACQUISITION OF VALLEY TOWNSHIP WASTEWATER

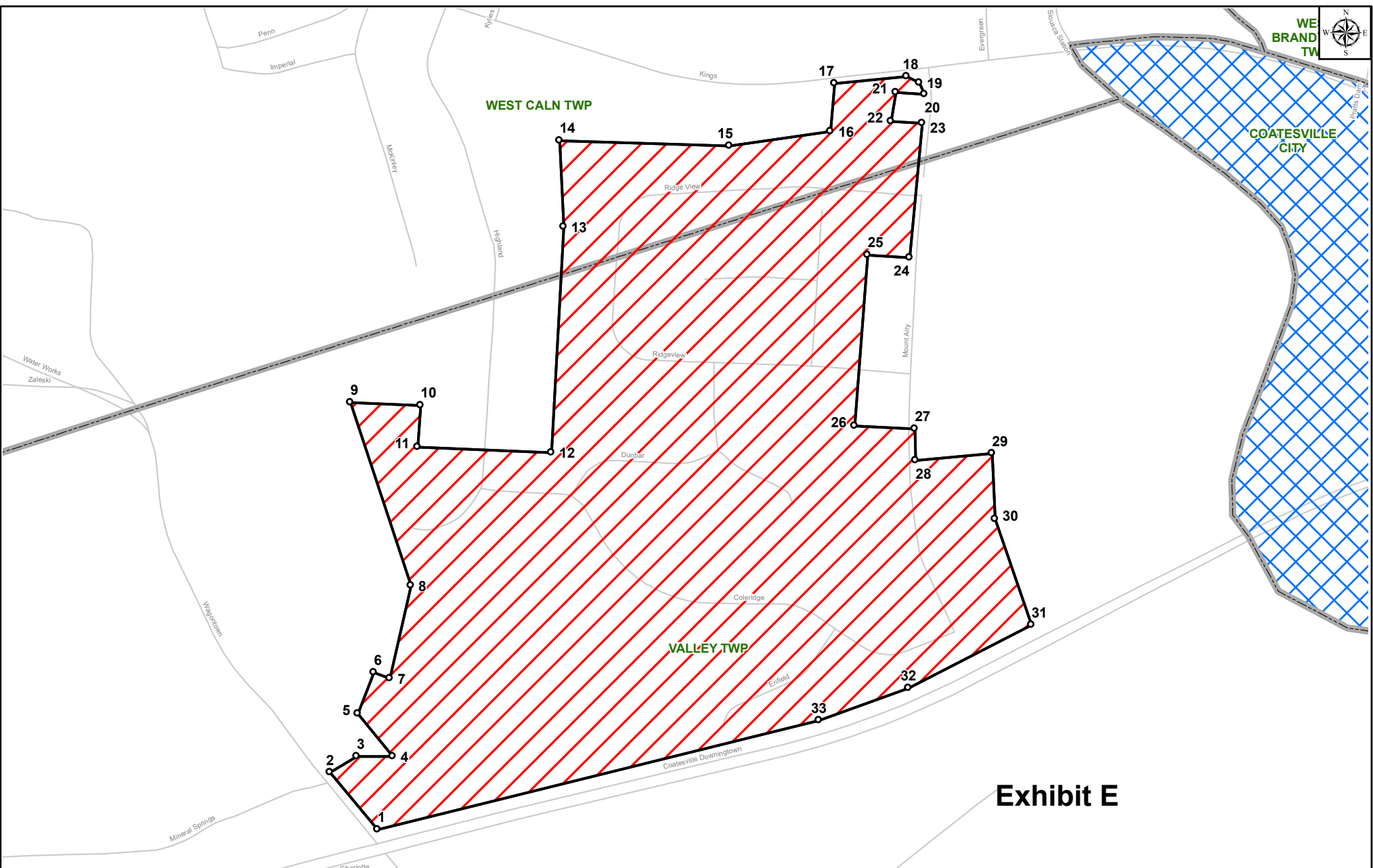


Exhibit E

Pennsylvania-American Water Company
 Coatesville Operating Area
 Proposed Wastewater Service Territory - Exhibit D
 Approximately 100 Acres
 Valley Township, Chester County

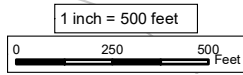


Legend

-  Bearings & Distance Points
-  Applied For Wastewater Service Territory
-  PAWC Certificated Wastewater Service Territory

TO BE USED FOR REFERENCE ONLY
 BEARING AND DISTANCE POINTS TO BE USED TO REPRODUCE THE INFORMATION, ACCORDING TO THE TERMS AND CONDITIONS OF THE SURVEY CONTRACT.
 BEARING AND DISTANCE POINTS TO BE USED TO REPRODUCE THE INFORMATION, ACCORDING TO THE TERMS AND CONDITIONS OF THE SURVEY CONTRACT.

Date: 8/19/2020
 Drawn By: MFM
 Checked By: LM



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

EXHIBIT F

**LETTERS FROM PROPERTY OWNERS REQUESTING PAWC
WASTEWATER SERVICE**

From: Joseph J DiSciullo Member
Church Street LLC
442 W Lincoln Hwy
Coatesville, Pa 19320

February 1, 2022

To: Jim Kelly
Pa. American Water
100 Cheshire Ct Suite 104
Coatesville, Pa

RE: Public sewer service UPI #28-9-86

Mr Kelly on behalf of Church Street LLC I am requesting Pa American water to extend a service line from their Mt Airy Rd pumping station to 309 -311 W Kings Hwy Coatesville, Pa.

The property is approximately 1 acre containing a self service laundromat and a single family home. The existing on site septic system is old and there is insufficient land to repair or replace it. My current flow is 1900 gallons per day. Currently the system is being pumped weekly. I have attached an email from the Chester County Health Dept supporting the proposed connection to public sewer.

I am willing to enter into a water/ sewer line extension agreement as soon as possible. I understand all necessary approvals need to be secured before the agreement can be signed.

My contact information 610-842-5837 cell, 610-384-5119 office,
zeke@zekesincpa.com.

Thank you

Joseph J DiSciullo

Member

From: Phill Ferro

February 8, 2022

KT Investment Holdings, LLC
313 W Kings Hwy
Coatesville, PA 19320

To: Jim Kelly

Pa. American Water
100 Cheshire Ct Suite 104
Coatesville, PA

RE: Public sewer service UPI #28-9-83

Mr. Kelly on behalf of KT Investment Holdings, LLC am requesting PA American water to extend a service line from their Mt Airy Rd pumping station to 313-317 W Kings Hwy Coatesville, Pa.

The property is approximately 1.6 acre containing a bar/restaurant and an apartment. My current flow is 1800 gallons per day. I have attached an email from the Chester County Health Dept supporting the proposed connection to public sewer.

I am willing to enter into a water/ sewer line extension agreement as soon as possible. I understand all necessary approvals need to be secured before the agreement can be signed.

My contact information 484-401-4080 or you can speak to my partner, Chet Patel who can be reached at 610-256-0504. My email is pferro@gmail.com

Thank you

Phil Ferro

Member, KT Investment Holdings, LLC

EXHIBIT G

**CHAPTER 94
REPORT**

CONFIDENTIAL

EXHIBIT H

**PAWC'S *PRO FORMA* OFFSITE DEVELOPMENT MARKETING
AGREEMENT**

EXHIBIT H

SEWER MAIN EXTENSION AGREEMENT

DEVELOPMENT NAME

WO # _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive, Mechanicsburg, Pennsylvania, 17055 (“PAWC”) and _____ with offices at _____ (“Developer”).

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a land development being undertaken by Developer known as _____, in _____, _____ County, Pennsylvania which property is identified on the plans as described in Exhibit “A” (Premises);

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit “A”**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.
2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of _____ as indicated in the estimate attached hereto as **Exhibit “B”**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities for the Premises referenced above. Upon completion of the improvements and acceptance by PAWC, any unused portion of the payment will be released to the

EXHIBIT H

Developer. If the estimated payment was insufficient to cover all costs incurred by PAWC, the Developer will promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.
4. Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.
5. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC. A copy of the proposed final subdivision plot plan, with the designation of PAWC's permanent easement(s) or PAWC's fee-simple property(s), shall be submitted to PAWC for its inspection, before it is submitted by developer to the zoning authorities for approval.
6. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.
7. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.
8. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main

EXHIBIT H

extension, the installation of sewer service laterals and connections, and all work performed therewith.

9. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.
10. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.
11. Developer agrees that it will not request service to the Development prior to the completion of the Sewer System and acceptance thereof by PAWC. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Developer in accordance with its rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations.
12. Any difference between the actual cost of installing the sewer service and main extension and the estimate furnished by the Developer for the installation of the system described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates

EXHIBIT H

attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

13. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.
14. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developer's payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.
15. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one-year warranty.
16. In consideration of PAWC's commitment to provide sewer service to the Development and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Water Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all

EXHIBIT H

construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the warranty provisions of the Agreement.

17. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said warranty periods, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.
18. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
 - (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
 - (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars (\$10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than \$10,000,000.00 Combined Total Limit of Liability.

- (iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of \$1,000,000, in connection with the work contemplated by this Agreement.
19. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

EXHIBIT H

20. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.
21. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.
22. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.
23. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.
24. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.
25. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESS: PENNSYLVANIA-AMERICAN WATER COMPANY
Coatesville District

By: _____
Name: _____
Title: _____

WITNESS: DEVELOPER
By: _____

Name: _____
Title: _____

EXHIBIT H

SUMMARY OF EXHIBITS

DEVELOPMENT NAME
WO # _____

Exhibit	Description
A	Subdivision / Construction Plans
B	Summary of Cost
C	Deed of Easement and Right of Way

EXHIBIT H

EXHIBIT A

DEVELOPMENT NAME

DRAWING LIST

WO # _____

The sewer main extension drawings referred to as Exhibit "A" in the agreement were prepared by:

Company Name

Company Address

Phone and Fax

The drawing information is as follows:

Plan Date: _____

Latest Revision: _____

Total Number of Sheets: _____

Project Number: _____

ATTACHED TO THIS EXHIBIT, COPY OF THE SUBDIVISION PLAN PLUS UTILITY PLANS AND DETAILS OF THE SEWER FACILITIES.

EXHIBIT B

EXHIBIT H

DEVELOPMENT NAME

SUMMARY OF COST

WO# _____

The following estimate is to be incorporated into the Sewer Main Extension Agreement for this project. The basis for the costs is from a cost proposal submitted by the Developer, which was received from his Contractor and is attached hereto. The Developer will submit a signed Contract with the Contractor to PAWC when available. The costs represent on site and off site work.

Estimated Construction Cost for Sewer Main	\$ _____
Estimated PAWC Inspection, Administration, Engineering, Legal and As-Built Survey, per Paragraph 2	\$ _____
Total	\$ _____

The above costs do not represent the costs associated with capacity fees or inspection fees. These costs will be determined at the time of application for service and will be based on the PAWC schedule of rates and charges in effect at that time. The following is a summary of charges in effect as of the date shown above. Depending on the location of the development, additional charges or fees may apply.

Connection Charges per Residence:

PAWC Capacity Reservation Fees	\$ In accordance with tariff (CURRENT TARIFF \$4,000 PER/EDU)
PAWC Connection Fee	\$ 50.00

EXHIBIT H

EXHIBIT C

DEED OF EASEMENT AND RIGHT OF WAY (AND CONSENT OF MORTGAGEE, if applicable)

THIS INDENTURE, made this _____ day of _____, 20____, by and between D R A F T hereinafter referred to as the "**GRANTOR**" and Pennsylvania-American Water, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 4 Wellington Blvd, Wyomissing, Pennsylvania, hereinafter referred to as the "**GRANTEE**".

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of one Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in Township of _____ in _____ County, Pennsylvania; said right of way to be described as follows:

or as shown on the sketch attached hereto and made a part hereof, if applicable, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings,

EXHIBIT H

appurtenances and attached facilities, including laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe lines and appurtenances, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipelines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and

EXHIBIT H

right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from _____ by deed dated, _____ and recorded in the Office of the Recorder of Deeds of _____ County in Deed Book _____, Page _____ on the _____ day of _____, _____.

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except

_____ (If none, state "No Exceptions.") (If mortgages exist, have attached Consent and Agreement of Mortgagee executed.)

EXHIBIT H

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS:

GRANTOR

By _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST:

GRANTEE

PENNSYLVANIA-AMERICAN WATER

By _____

By _____

Manager

PIN/MAP # (if applicable) _____

EXHIBIT H

(ACKNOWLEDGMENT FOR INDIVIDUAL - GRANTOR)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared, known to me (or satisfactory proven)) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

My Commission expires: _____

(ACKNOWLEDGMENT FOR CORPORATE - GRANTOR)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared, as _____ of the GRANTOR, known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

My Commission expires: _____

(ACKNOWLEDGMENT FOR PENNSYLVANIA-AMERICAN WATER COMPANY)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20____, before me, a Notary Public, personally appeared, _____, known to me as _____ of

Michael Salvo

EXHIBIT H

PENNSYLVANIA- AMERICAN WATER COMPANY, a corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public _____

My Commission expires: _____

CONSENT AND AGREEMENT OF MORTGAGEE (Para. 3 above, if applicable)

The undersigned, _____

_____ Mortgagee under a mortgage dated _____, recorded in the office of the _____ of _____ County, in Book _____, Page _____, et seq., (hereinafter referred to as the "Mortgagee") hereby joins in this Easement and Right of Way for the express purpose of subjecting to the operation and effect of this Easement and Right of Way all of its right, title and interest under the Mortgage and in and to the real property described in this Easement and Right of Way.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Easement and Right of Way as "Grantor" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver by Mortgagee of any of its rights under the Mortgage as against the Mortgagor, and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the provisions of the Mortgage shall remain in full force and effect and must be complied with by the Mortgagor.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or causes it to be executed on its behalf by its duly authorized representatives, this

_____ Day of _____,

EXHIBIT H

ATTEST:

By _____

MORTGAGEE:

By: _____

Name: _____

Title: _____

EXHIBIT I
PAWC BALANCE SHEET FOR YEAR ENDING
DECEMBER 31, 2023

Exhibit I

Pennsylvania-American Water Company
Balance Sheet
December 31, 2023
(Dollars in thousands)

	PA American Water December 31, 2023 (Audited)	
	<hr/>	
Assets		
Cash and cash equivalents	\$	2,778
Other current assets		405,814
Total property plant and equipment		6,634,647
Regulatory assets & other L/T Assets		306,252
Total Assets	\$	<hr/> 7,349,491
Capitalization and liabilities		
Short Term Debt	\$	-
Current Portion of Long-term Debt		71,205
Other current liabilities		280,013
Total Long-term Debt		2,277,660
Regulatory & Other Long Term Liabilities		1,261,069
Stockholder's equity		3,223,481
Contributions in aid of construction		236,063
Total Capitalization and liabilities	\$	<hr/> 7,349,491

EXHIBIT J

**PAWC INCOME STATEMENT FOR
YEAR ENDING DECEMBER 31, 2023**

Exhibit J

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2023
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2023 (Audited)
Operating Revenues	\$ 965,232
Operating Expenses	
Operation and Maintenance	286,743
Depreciation and Amortization	195,951
General Taxes and Other	17,297
Total Operating Expenses	<u>499,991</u>
Operating Income	465,241
Other Income/(Expenses)	
Other Income/(Expense), Net	16,136
Interest Expense, Net	(80,976)
Total Other Expenses	<u>(64,840)</u>
Income Before Income Taxes	400,401
Provision for Income Taxes	100,372
Net Income	<u><u>\$ 300,029</u></u>

EXHIBIT K
PAWC WASTEWATER
TARIFF

EXHIBIT K

Supplement No. 55 to
Tariff Wastewater PA P.U.C. No. 16

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

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,
BUTLER COUNTY, CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY,
LACKAWANNA COUNTY, LANCASTER COUNTY, LUZERNE COUNTY, MCKEAN COUNTY,
MONROE COUNTY, MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY,
PIKE COUNTY, WASHINGTON COUNTY AND YORK COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: November 21, 2024

Effective: November 21, 2024

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

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

NOTICE

**This Tariff authorizes Pennsylvania American Water Company to furnish
wastewater services to the public in a portion of Farmington Township, Clarion County,
Pennsylvania.**

(Refer to pages 2, 4, 5, 6, 9, 11.8, 18.1 and 51.)

EXHIBIT K

Supplement No. 52 to
Tariff Wastewater PA P.U.C. No. 16
Ninth Revised Page 11.1

PENNSYLVANIA-AMERICAN WATER COMPANY

Canceling Seventh and Eighth Revised Page 11.1

SCHEDULE OF RATES

RATE ZONE 1 – SANITARY SEWER SYSTEM (“SSS”) METERED AND UNMETERED

(C)

APPLICABILITY

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

AVAILABILITY

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

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

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

A. <u>Residential</u>		
Service Charge per month:	\$15.00	(I)
Usage Charge per 100 gallons:	\$2.9539	(I)
B. <u>Commercial</u>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
C. <u>Industrial</u>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
D. <u>Municipal</u>		
Service Charge per month:	\$36.70	(I)
Usage Charge per 100 gallons:	\$2.1986	(I)
E. <u>Special Rate Charges</u>		
Bulk Metered Usage – Caln Twp., V.A. Hospital and West Brandywine Twp.		
Service Charge per month:	\$456.50	(I)
Usage Charge per 100 gallons:	\$1.4900	(I)
Cleveland-Cliffs Plate and Victory Brewing Company		
Service Charge per month:	\$456.50	
Usage Charge per 100 gallons:	\$1.4800	(I)
Borough of Saint Lawrence		
Service Charge per month:	\$456.50	(I)/ (C)
Usage Charge per 100 gallons:	\$0.4120	(I)

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

(I) means Increase and (C) means Change

EXHIBIT L

**PROJECTED REVENUES AND EXPENSES FOR THE APPLIED FOR
SERVICE TERRITORY**

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

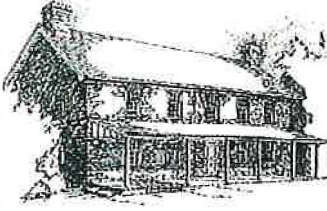
Line No.		1 Residential Customer	2 Commercial Customers	Total
1	Annual Revenue			
2	Average Monthly Usage (100 Gallons)	32.01	1,110.00	
3	Monthly Service Charge	\$15.00	\$73.40	
4	Usage Charge per 100 Gallons	\$2.9539	\$2.1986	
5	Usage Charge	\$94.55	\$2,440.45	
6	Monthly Total Revenue	<u>\$109.55</u>	<u>\$2,513.85</u>	
7	Estimated Annual Revenue per Customer Class (Ln. 6 x 12 months)	\$1,314.60	\$30,166.20	
8				
9	Total Estimated Annual Revenues			\$31,480.80
10				
11	Estimated Annual Expenses			
12				
13	Estimated Annual Expenses (3 customers)	\$271.33	\$6,226.30	\$6,497.63
14				
15	Total Estimated Expenses Per Year			\$6,497.63
16				
17	Net Income (Ln. 9 - Ln. 15)			\$24,983.17

Exhibit L - 3 Customers

EXHIBIT M

**LETTER FROM WEST CALN TOWNSHIP APPROVING
PROPOSED PROJECT IN APPLIED FOR SERVICE
TERRITORY**

EXHIBIT M



West Caln Township

PO Box 175

Wagontown, PA 19376

610.384.5643

June 28, 2024

Via Email Only

James.Kelly@amwater.com

Pennsylvania American Water
Attn: Mr. James Kelly, Manager of Operations
100 Cheshire Court, Suite 104
Coatesville, PA 19320

RE: Sewer Main extension and connections for 309, 313 and 317 West Kings Highway
UPI#'s 28-9-86, 28-9-83 and 28-9-191
West Caln Township

Dear Mr. Kelly:

We have received a request from the property owners of the above captioned properties of their desire to connect their properties to Pennsylvania American Water's public sewer system.

309 West Kings Highway (UPI# 28-9-86, 1.076 acres) is owned by Church Street LLC. 309 West Kings Highway has an existing self-service laundromat and dog groomer in one commercial building and a separate existing single-family dwelling (address of single-family dwelling is 311 West Kings Highway).

313-317 West Kings Highway (UPI# 28-9-83, 0.873 acres and UPI# 28-9-191, 0.704 acres) are owned by KT Investment Holdings LLC. 313-317 West Kings Highway contains an existing restaurant (Kings Tavern).

The properties have current uses and are experiencing difficulties with the on-site septic systems. Since public sewer is located within close proximity to the properties, West Caln Township has no objections to extending the existing Pennsylvania American Water's public sewer main and connecting these properties to Pennsylvania American Water's public sewer system.

Should you have any questions, please feel free to contact me at 610-384-5643x114 or ksauro@WestCaln.org if you have any questions.

Sincerely,

Kim Milane-Sauro
Township Manager

EXHIBIT N

**LETTER FROM VALLEY TOWNSHIP APPROVING
PROPOSED PROJECT IN APPLIED FOR SERVICE
TERRITORY**

EXHIBIT N



Valley Township

BOARD OF SUPERVISORS
1145 West Lincoln Highway
Coatesville, PA 19320

(610) 384-5751/FAX (610) 384-2746

Board of Supervisors
Patrice Proctor, Chairwoman
Casey Max Leidy, Vice-Chairman
Linda Baugher, Member
LeRoy Goldsmith, Member
Sharon Yates, Member

June 18, 2024

Pennsylvania American Water
Attn: Mr. James Kelly, Manager of Operations
100 Cheshire Court, Suite 104
Coatesville, PA 19320

***RE: Sewer Main extension and connections for 309, 313 and 317 West Kings Highway
UPI#'s 28-9-86, 28-9-83 and 28-9-191
West Caln Township***

Dear Mr. Kelly:

We have received a request from the property owners of the above captioned properties of their desire to connect their properties to Pennsylvania American Water's public sewer system.

309 West Kings Highway (UPI# 28-9-86, 1.076 acres) is owned by Church Street LLC. 309 West Kings Highway has an existing self-service laundromat and dog groomer in one commercial building and a separate existing single-family dwelling (address of single-family dwelling is 311 West Kings Highway).

313 – 317 West Kings Highway (UPI# 28-9-83, 0.873 acres and UPI# 28-9-191, 0.704 acres) are owned by KT Investment Holdings LLC. 313 – 317 West Kings Highway contains an existing restaurant (Kings Tavern).

The properties have current uses and are experiencing difficulties with the on-site septic systems. Pennsylvania American Water's existing public sewer currently terminates within Valley Township. In order to service the above captioned properties, Pennsylvania American Water will need to extend their existing sewer main. Valley Township has no objections to Pennsylvania American Water extending their public sewer main to connect the above captioned properties.

www.valleytownship.org

EXHIBIT N

Pennsylvania American Water
Attn: Mr. James Kelly, Manager of Operations
June 18, 2024
Page 2

Please contact me (610-384-5751 x-101 or jrambo@valleytownship.org) if you have any questions.

Sincerely,



James A. Rambo
Township Manager/Secretary

EXHIBIT O

**LETTER FROM CHESTER COUNTY APPROVING
PROPOSED PROJECT IN APPLIED FOR SERVICE
TERRITORY**

EXHIBIT O

From: Leskowich, Eric R. <eleskowich@chesco.org>

Sent: Friday, January 21, 2022 8:56:26 AM

To: Joseph DiSciullo <zeke@zekesincpa.com>

Subject: RE: Sewer Service Restaurant & Laundromat West Kings Hwy & Mt. Airey Rd.

With the property addresses and parcel #'s

Zeke,

CCHD has no objections to the proposal. The public sewer extensions normally do not need CCHD approval unless a planning module is required by DEP. Please use this email as my approval of the proposal. If a planning does get assigned to project I will provide my module approval at that time. The public sewer extension is a good solution to the properties since both sites have limitations that would make on lot septic repairs difficult if not impossible. The two properties are 311 West Kings Hwy(Parcel #28-9-86) and 313 West Kings Hwy(Parcel #28-9-83).

Eric Leskowich
CCHD/SEO
610-344-5270

EXHIBIT P

**APPROVAL LETTER FROM PA DEPARTMENT OF ENVIRONMENTAL
PROTECTION IN REGARDS TO THE OFFICAL SEWERAGE FACILITIES PLAN
REVISION FOR APPLIED FOR SERVICE TERRITORY**

EXHIBIT P



March 15, 2024

SENT VIA ELECTRONIC MAIL ONLY

Ms. Kim Milane-Sauro, Manager
West Caln Township
PO Box 175
Wagontown, PA 19376-0175
KSauro@WestCaln.org

Re: Approval Letter
Act 537 Plan Update
309-317 West Kings Highway Sewer Extension
APS ID 1109131, Auth ID 1476199
West Caln Township
Chester County

Dear Ms. Milane-Sauro:

The Department of Environmental Protection (DEP) has reviewed the proposed Official Sewage Facilities Plan Revision for West Caln Township (Township), Chester County, titled *Sewage Facilities Planning Special Study for 309-317 West Kings Highway Sewer Extension* (Special Study), prepared by Willow Run Consulting, dated May 25, 2023, submitted September 19, 2023, with additional information received March 7, 2024. The Special Study is consistent with the planning requirements in Chapter 71 of DEP's regulations.

The Special Study is approved.

The project proposes the connection of two properties public sewer. As depicted on the *Sanitary Sewer Improvements Plan*, Sheet 2 of 2, prepared for Church Street, LLC, created by Padula Engineering, dated May 25, 2023, and last revised February 1, 2024, a low-pressure force main will be constructed to serve the properties, and will extend along West Kings Highway and Mount Airy Road to connect to the existing Pennsylvania American Water Company (PAWC) pump station located on Tax Parcel 28-9-82.5. The proposed low-pressure force main extension will be owned and operated by PAWC.

Tax Parcel 28-9-86 (309 and 311 West Kings Highway) consists of two buildings: a commercial building containing a laundromat and a dog grooming business, and a single-family dwelling. The two buildings will connect to the proposed low-pressure force main via individual building laterals and grinder pumps. The existing onlot sewage disposal system will be abandoned.

Tax Parcel 28-9-83 (313 West Kings Highway) contains the existing Kings Tavern restaurant, which will connect to the proposed low-pressure force main via an individual building lateral and grinder pump. Tax Parcel 28-9-191 (317 West Kings Highway), associated with 313 West Kings

EXHIBIT P

Ms. Kim Milane-Sauro

-2-

March 15, 2024

Highway, is currently vacant and contains the existing onlot sewage disposal system serving Kings Tavern. The onlot sewage disposal system will be abandoned. No development and no sewage facilities are proposed or approved for Tax Parcel 28-9-191 with this project.

This project will be connected to the PAWC collection system and will generate a total of 5,849.1 gallons of sewage per day to be treated at the PAWC Coatesville Wastewater Treatment Plant.

Operation and maintenance requirements for the proposed grinder pumps are provided by the PAWC *Rates, Rules and Regulations*, issued December 19, 2023, effective January 1, 2024.

The approved project will require a Water Quality Management (Part II) permit for the construction and operation of the proposed low-pressure force main. Starting construction prior to obtaining a permit is a violation of the Clean Streams Law.

Should any additional properties propose to connect to the low-pressure force main extension, the project sponsor must submit a Sewage Facilities Planning Module Application Mailer to DEP in order to determine whether sewage facilities planning will be required.

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.

EXHIBIT P

Ms. Kim Milane-Sauro

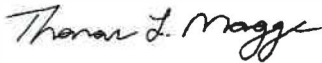
-3-

March 15, 2024

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

If you have any questions, please contact Ms. Suzanne Banks of this office at 484.250.5179 or subanks@pa.gov.

Sincerely,



Thomas Magge
Regional Manager
Clean Water

cc: Chester County Planning Commission (via email)
Chester County Health Department (via email)
Chester County Conservation District (via email)
PAWC (via email)
Willow Run Consulting, Inc. (via email)
Padula Engineering (via email)
Mr. Patel – DEP Environmental Engineer Manager (via email)
Planning Section