



Erin K. Fure
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1556 | Fax: 717-550-1255
erin.fure@amwater.com

June 24, 2025

PUBLIC VERSION

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
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) – Docket No. A-2025-3054374

Dear Secretary Homsher:

In response to your letter dated June 9, 2025, attached for filing is Pennsylvania-American Water Company's responses to Data Request Set I, regarding the above referenced proceeding. Please note that the attachment to Question A-2 is **CONFIDENTIAL** and should be treated as such. The **CONFIDENTIAL** version of this response will be filed on the Commission's SharePoint site. Please note that due to the Commission's efilng system being down, we have served parties these responses, but have not efiled them. When the efilng system is functional we will file these responses accordingly. We respectfully request that our submission be docketed on June 24, 2025.

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)
Clinton McKinley, Bureau of Technical Utility Services (via electronic mail)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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)	:	
	:	Docket Number
	:	A-2025-3054374
	:	
	:	
	:	

CERTIFICATE OF SERVICE

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

SEND VIA ELECTRONIC MAIL ON JUNE 24, 2025

Darryl A. Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101

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

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

**Attorney for Pennsylvania-American
Water Company**

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-1. In Section III, Paragraph 10 of the Application, PAWC-WD indicated that the customers within the requested service territory would generate a wastewater flow of approximately 3,925 gallons per day (GPD). However, the copy of the Official Sewage Facilities Plan Revision approval letter (Approval Letter) from the Department of Environmental Protection (DEP), provided as the Application's Exhibit P, indicated that the properties within the requested service territory will generate a total of 5,849.1 GPD. Please explain why PAWC-WD's projection of wastewater flow stated in the Application differs from the flow identified in the DEP Approval Letter.

Response: The difference in flow is due to the time frame of the original request to when the Planning Module was submitted an increase in projected flow occurred due to changes on each property.

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-2. Please provide a copy of the Sewerage Facilities Plan Special Study for 309-317 West Kings Highway Sewer Extension referenced in Section V, Paragraph 23 of the Application.

Response: Please see **CONFIDENTIAL** A-2_Attachment.

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-3. The letters requesting wastewater service provided in the Application’s Exhibit F indicated that the properties within the requested service territory include a restaurant, an apartment, a laundromat, and a single-family residence. Separately, DEP’s Approval Letter indicated that a dog grooming business is on one of the properties. However, a footnote on Page 8 of the Application indicated that the requested service territory will include two commercial and one residential customer. Additionally, in the Application’s Exhibit L, Projected Revenues and Expenses for the Applied for Service Territory, PAWC-WD projected revenue and expenses for two commercial and one residential customer. Please provide responses to the following:

- a. Quantify the number of customers, by customer class, within the requested service territory; and**
- b. If the number of customers or class of customers within the requested service territory differs from the projected number of customers, by customer class, identified on Exhibit L, provide a revised Exhibit L.**

Response:

- a. The main affiliated with the requested service territory will be providing service to a restaurant, laundromat/dog groomer (same building & owner) and a residential home. Two commercial accounts and one residential account.**
- b. The number of customers requested and on Exhibit L are correct.**

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-4. Please clarify if any customer within the requested service territory will be subject to PAWC-WD’s Industrial Pretreatment Program.

Response: All commercial properties (other than apartments) connected to PAWC sewer in the Coatesville District will fill out a questionnaire to determine if they would need to be added to the Industrial Pretreatment Program.

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-5 **The DEP Approval Letter indicated that a Water Quality Management (WQM) Part II permit would be required for the construction and operation of the proposed low-pressure force main (Main Extension). Please identify the status of this WQM permit and provide copies of any DEP approved WQM permits associated with the Main Extension.**

Response: The property owner did not complete the Application and the WQM Part II will not be submitted to DEP until the PUC approval for PAWC is complete.

Responsible Witness: **Gerald A. DeBalko, P.E. – Engineering Manager –
Southeastern PA
Pennsylvania-American Water Company**

Date: **June 24, 2025**

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-6. In Section III, Paragraph 11 of the Application, PAWC-WD indicated that the requested service territory will be connected to a gravity sewer main approximately 750-800 feet away (Main Extension). However, the table of estimated quantities, materials, and costs provided in Section III, Paragraph 12 of the Application only identified 440 linear feet of two-inch diameter force main. Additionally, the table does not appear to identify the material type of the proposed main (e.g., polyvinyl chloride, high density polyethylene, concrete, etc.), does not identify quantities, materials, or costs for company-owned service laterals, and only identifies one fitting. Please explain these apparent discrepancies and provide a revised breakdown of Main Extension quantities, materials, and costs.

Response: The difference in length is due to the uncertainty of what length would be needed. The 440' represents the minimum length needed to service the properties while the 750' represents the maximum length needed to service the properties. The material pipe to be used will be high density polyethylene.

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-7. In Section III, Paragraph 10 of the Application, PAWC-WD verified that the Coatesville Wastewater Treatment Facility will have adequate treatment and flow capacity to meet present and future service needs from the requested service territory. Also, in Section III, Paragraph 11 of the Application, PAWC-WD indicated that the main extension would terminate at the pump station located on Mt. Airy Road. Please provide responses to the following:

- a. Provide a copy of the WQM permit for the pump station identified in Paragraph 11 of the Application; and**
- b. Verify that the existing wastewater collection system that would convey wastewater from the requested service territory has adequate capacity to meet present and future needs of existing customers and the customers within the requested service territory; or**
- c. Identify any upgrades to PAWC-WD’s existing collection system that would be required to provide adequate wastewater conveyance capacity for existing customers and the customers within the requested service territory, including estimated quantities, materials, and costs, and identify the sources of funds for these costs (e.g., short-term debt, equity, etc.).**

Response:

- a. Please see A-7_Attachment for WQM Permit.**
- b. The Coatesville WW Plant is permitted for 7MGD and the current daily flow average is 4MGD. The Company has enough capacity at the plant and through the conveyance system to add this property.**
- c. No upgrades are necessary.**

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville Pennsylvania-American Water Company

Date: June 24, 2025

A-7_ATTACHMENT
WQM PERMIT FOR PUMP STATION



February 22, 2021

Janis Rambo
Valley Township Chester County
PO Box 467, 1145 West Lincoln Highway
Coatesville, PA 19320-0467

Re: WQM Permit - Sewage
Valley Township Chester County Sewer System
Permit No. WQG02152103
Authorization ID No. 1342624
Valley Township, Chester County

Dear Ms. Rambo:

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

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

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

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

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

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

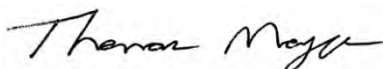
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to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

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

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

During construction or upon completing construction, please contact Harmonie Hawley, PhD, PE at 484.250.5191 or hhawley@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Thomas L. Magge
Environmental Program Manager
Clean Water Program

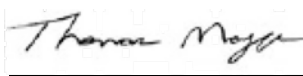
Enclosures

cc: Valley Township (w/o enclosures)
West Caln Township (w/o enclosures)
Chester County Health Department (w/o enclosures)
Pennoni Associates Attn: Michael Ellis, PE
Operations Section
Central Office Division of Operations, Monitoring and Data Systems
File



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

WQG-02
WATER QUALITY MANAGEMENT
GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS
PERMIT NUMBER WQG02152103

A. PERMITTEE (Name and Address): Valley Township Chester County PO Box 467, 1145 West Lincoln Highway Coatesville, PA 19320-0467 CLIENT ID# 81247	B. PROJECT/FACILITY (Name): Valley Township Chester County Sewer System Country Ridge Pump Station C. LOCATION (County, Municipality): Valley Township, Chester County
D. This General Permit approves the construction and operation of: <input type="checkbox"/> SEWER EXTENSION <input checked="" type="checkbox"/> PUMP STATION	
E. APPROVAL GRANTED BY THIS GENERAL PERMIT IS SUBJECT TO THE FOLLOWING: 1. All construction, operations and procedures shall be in accordance with the <i>Domestic Wastewater Facilities Manual</i> . Transfers: In the event the permittee plans to transfer ownership of the facility to another entity, the permittee and the transferee shall submit an application for such transfer to DEP. If the transfer is approved by DEP, the transferee is subject to the terms and conditions of this General Permit. 2. The attached conditions apply to this General Permit and are hereby made part of same.	
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS: 1. If there is a conflict between the NOI or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this General Permit shall void the authority given to the permittee by the issuance of this General Permit. 3. This General Permit is issued pursuant to the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this General Permit shall not relieve the permittee of any responsibility under any other law.	
PERMIT ISSUED: <u>February 22, 2021</u>	BY: <u></u> TITLE: <u>Clean Water Program Manager</u>



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

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

General

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

Construction

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

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

Operation and Maintenance

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



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

**WATER QUALITY MANAGEMENT
 POST CONSTRUCTION CERTIFICATION**

PERMITTEE IDENTIFIER

Permittee	Valley Township Chester County
Municipality	Valley Township
County	Chester
WQM Permit No.	<u>WQG02152103</u>
Facility Type	Sewage

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

CERTIFICATION

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

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

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

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

Application Type New
Facility Type Sewage
General
Collection
WQM Type Systems

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

Application No. WQG02152103
APS ID 1031999
Authorization ID 1342624

Applicant and Facility Information

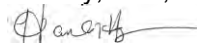
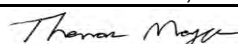
Applicant Name	<u>Valley Township Chester County</u>	Facility Name	<u>Valley Township Chester County Sewer System</u>
Applicant Address	<u>1145 West Lincoln Highway, PO Box 467 Coatesville, PA 19320-0467</u>	Facility Address	<u>Old Wagontown Road Coatesville, PA 19320-0467</u>
Applicant Contact	<u>Janis Rambo</u>	Facility Contact	<u>Kris Lenhart</u>
Applicant Phone	<u>(610) 384-5751</u>	Facility Phone	<u>(610) 470-7083</u>
Client ID	<u>81247</u>	Site ID	<u>481242</u>
SIC Code	<u>4952</u>	Municipality	<u>Valley Township</u>
SIC Description	<u>Trans. & Utilities - Sewerage Systems</u>	County	<u>Chester</u>
PA Bulletin Date	<u>Not Applicable</u>		

Purpose of Application Construction and operation of a sewage pumping station.

Internal Review and Recommendations

The development consists of 51 equivalent dwelling units (EDUs) with an average daily flow of 15,300 gallons per day (gpd) going to the Country Ridge Pump Station (PS). The PS has a diameter of 6' and is 9.5' deep. The PS operates as a duplex pump system with each pump capable of handling the design flow. The capacity of a pump is 85 gallons per minute (gpm) at 121' of Total Dynamic Head (TDH). The system is equipped with alarms. The forcemain is approximately 2,000' of 4" ductile iron pipe (DIP) or SDR-26 PVC pipe, depending on the section, with a design velocity of 2.2 feet per second (fps). The forcemain discharges to the gravity sewer system at MH-13. The facility is equipped with a backup generator.

This is an existing PS, constructed around 1992. The system does not have any open violations and the PS appears to be functioning properly. The design plans were compared to the DEP Domestic Wastewater Facilities Manual (DWFM) and appears consistent with the manual.

Approve	Return	Deny	Signatures	Date
X			Harmonie Hawley, PhD, PE / Environmental Engineering Specialist 	February 19, 2021
X			Pravin Patel Pravin C. Patel, P.E. / Environmental Engineer Manager	02/22/2021
X			 Thomas L. Magge / Program Manager	02/22/2021

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-8. In the Application’s Section III, Paragraph 13, PAWC-WD indicated that it is reasonable for PAWC-WD to cover the cost of the Main Extension under Rule H.7 of its Wastewater Tariff, which permits PAWC-WD to deviate from its standard main extension requirements when it is prudent, reasonable, and in the public interest. However, the requests for wastewater service provided as the Application’s Exhibit F indicated that the parties requesting service are willing to enter into a water/sewer line extension agreement as soon as possible and the *pro forma* Offsite Development Marketing Agreement (ODMA) provided as the Application’s Exhibit H, titled “Sewer Main Extension Agreement” indicated that, “Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.” Please provide responses to the following:

- a. Confirm that PAWC-WD is referring to Page 34, Section H, Rule 7 of its effective wastewater tariff; and**
- b. Explain why PAWC-WD is proposing to bear the costs of the proposed main extension, considering the apparent willingness of the entities requesting service to bear the cost of the main extension and PAWC-WD’s provision of a ODMA that reflects the same.**

Response:

- a. Pennsylvania-American Water Company is referring to page 34, Section H, Rule 7 in its effective wastewater tariff.
- b. Pennsylvania-American Water Company has existing contracts with vendors which allow it to achieve more favorable pricing and complete the work necessary for the main extension more quickly than the entities requesting service.

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-9. Please provide a copy of a revised *pro forma* ODMA that includes PAWC-WD’s proposed terms and conditions for extending service to each applicant in a manner that is consistent with the Application and PAWC-WD’s wastewater tariff (e.g., PAWC-WD agrees to obtain required permits and approvals and to install, own, and operate any additional wastewater facilities needed to serve the property at no cost to the applicant, applicant agrees to apply for wastewater service under PAWC-WD’s wastewater tariff and to be subject to PAWC-WD’s tariff rules and regulations, the parties agree to any other provisions that differ from the standard terms of PAWC-WD’s Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement, etc.).

Response: See A-9_Attachment.

A-9_ATTACHMENT
REVISED 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 have PAWC 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. PAWC 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.
2. 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.
3. PAWC 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.

4. 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.
5. 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.
6. 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.
7. 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 extension, the installation of sewer service laterals and connections, and all work performed therewith.
8. 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.
9. 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.

10. Developer agrees that it will not request service to the Development prior to the completion of the Sewer System. Upon completion 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.
11. 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.
12. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the completion date and the parties shall be entitled to rely upon such representations, warranties and agreements.
13. 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.
14. 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.
15. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.
16. 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.
17. 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: _____

WITNESS:

Name: _____

Title: _____

DEVELOPER

By: _____

Name: _____

Title: _____

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 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

DEVELOPMENT NAME

SUMMARY OF COST

WO# _____

The following estimate is to be incorporated into the Sewer Main Extension Agreement for this project. The costs represent on site and off site work.

Estimated Construction Cost for Sewer Main \$ _____

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 C

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

THIS INDENTURE, made this _____ day of _____, 20____, by and between _____ 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**".

WITNESSETH

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,

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

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.)

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) _____

(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

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 _____,

ATTEST:

By _____

MORTGAGEE:

By: _____

Name: _____

Title: _____

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-10. Please explain why PAWC-WD’s revised *pro forma* ODMA is prudent, reasonable, and in the public interest.

Response: The revised *pro forma* ODMA is prudent, reasonable, and in the public interest because it will facilitate the connection to PAWC’s facilities in an expeditious manner and allow the entities requesting service to stop using a failing on-site septic system.

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-11. The ODMA indicated that the developer will be responsible for all engineering and inspection costs and administrative and legal costs. Please quantify the estimated engineering, inspection, administrative, and legal expenses for the Main Extension and clarify if these expenses were included in the cost estimate provided in Section III, Paragraph 12 of the Application.

Response: See A-9_Attachment.

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-12. Please confirm that PAWC is not affiliated with the prospective customers in the requested service territory.

Response: PAWC is not affiliated with the prospective customers in the requested service territory.

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-13. In the Application’s Section III, Paragraph 9, PAWC-WD indicated that “[... 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 clarify the number of existing on-lot septic systems to be replaced by public wastewater service and provide evidence that these septic systems are failing and not suitable for a replacement septic system.

Response: There are two failing on-lot septic systems (one for the restaurant and which is shared for the dog grooming/laundromat). Replacement of these septic systems and hooking up to public wastewater is cost prohibitive for the property owners.

Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-14. In the Application’s Section III, Paragraph 15, PAWC-WD indicated that a road opening permit is required, and the Application’s Exhibit P indicated that a WQM permit will be required for a force main. Please provide the estimated cost for these permits and clarify if these costs were accounted for in the breakdown of estimated costs provided in Section III, Paragraph 12 of the Application

Response: A road opening permit is required, costing from \$95 to \$200. The WQM permit cost would be estimated at \$5,000.

**Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company**

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

Docket No. A-2025-3054374

Set I

A-15. Please quantify any capacity reservation and connection fees paid or to be paid by the customers within the requested service territory to PAWC-WD.

Response: Capacity reservation fees to be paid by the customers within the requested service territory would be charged according to PAWC's wastewater tariff.

**Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company**

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

**Docket No. A-2025-3054374
Set I**

A-16. In the Application’s Exhibit L, PAWC-WD estimated annual revenue and expenses for providing wastewater service in the requested service territory, including an itemized breakdown of the estimated revenue. However, a breakdown of the estimated expenses was not provided. Please provide an itemized breakdown of the estimated annual expenses that explains the basis of the stated amounts.

Response: The estimated annual expenses shown in Exhibit L reflect the Company's average annual operation and maintenance costs associated with serving the additional customers. A breakdown of estimated expenses as requested is not available. The expenses are estimated by multiplying the ratio of expenses to revenues from the Company’s most recent rate case times the estimated revenue of the additional customers. The ratio of expenses to revenue from the Company’s most recent rate is calculated as follows:

Wastewater SSS	<u>Amount</u>
A - Total Authorized Operating Expenses	\$25,681,273
B - Less Payroll Costs	4,891,740
C - Net Operating Expenses (A-B)	<hr/> 20,789,533
 D - Total Authorized Revenue	 \$100,729,441
 E - Ratio of Expenses to Revenue (C/D)	 0.2064

This ratio is multiplied by the estimated revenue of the new customers:

$$\text{Revenues of } \$31,480.80 \times 0.2064 = \text{Expenses of } \$6,497.63$$

**Responsible Witness: Dr. Christina Chard, Senior Director Rates and Regulatory Support
American Water Works Service Company**

Date: June 24, 2025

Application of Pennsylvania-American Water Company – Wastewater Division for Approval to Begin to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of West Caln Township, Chester County, Pennsylvania

**Docket No. A-2025-3054374
Set I**

A-17. The Application’s Exhibit O appears to consist of a copy of an email from the Chester County Health Department. However, the Application indicated that Exhibit O consisted of a letter from Chester County. Please provide evidence and a statement that the Application is consistent with Chester County’s comprehensive planning.

Responsible: As part of the Sewage Planning Module Application a copy was sent to the Chester County Planning Commission regarding this project. Chester County Planning Commission did not protest or reach out to Pennsylvania-American Water Company regarding this project.

**Responsible Witness: James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company**

Date: June 24, 2025

VERIFICATION

I, Gerald A. DeBalko, P.E., hereby state that the facts above 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.

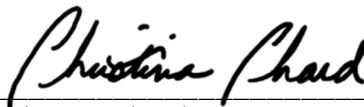
Gerald De Balko

Gerald A. DeBalko, P.E., Engineering Manager - Southeast
Pennsylvania American Water Company

Dated: 6/24/2025

VERIFICATION

I, Dr. Christina E. Chard, hereby state that the facts above set forth in the attached Responses 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.




Dr. Christina E. Chard
Senior Director of Rates and Regulatory
American Water Works Service Company, Inc.

Dated: June 24, 2025

VERIFICATION

I, James P. Kelly hereby state that the facts above 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.



James P. Kelly, Manager of Operations – Coatesville
Pennsylvania-American Water Company

Dated: 6-24-25