



**VIA E-FILING**

April 1, 2026

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**In Re: Docket No. A-2022-3031502  
Application of Aqua Pennsylvania Wastewater, Inc. – Mount Joy Township  
Plan Approval for The Links of Gettysburg Planned Golf Community**

Dear Secretary Homsher:

I am Vice President and Senior Managing Counsel for Aqua Pennsylvania Wastewater, Inc., in the above matter. As requested by the Pennsylvania Public Utility Commission's ("Commission") Bureau of Technical Services I am submitting, via electronic filing, the documentation that provides verifications of the plan approval for The Links of Gettysburg Planned Golf Community-Preliminary Subdivision for the Wade Run Community.

The following attached documents are evidence of the approval:

- The Attached May 14, 2024, from the Mt Joy Township, Adams County, PA Board of Supervisors, states that all conditions have been met for the approval of the Links at Gettysburg Planned Golf Community Preliminary Subdivision Plan for the Wade Run Community.
- The Land Development Agreement, dated May 16, 2024, between the Developer -The Links of Gettysburg Land Company, Inc. and Mt Joy Township for the Wade Run Community, phase 1 which memorializes the Township's approval of the project

Homes in The Wade Run Development are currently under construction and Aqua is serving 13 customers. Finally, a certificate of service is included serving a copy of this information on the Office of Consumer Advocate, the Office of Small Business Advocate and the Commission's Bureau of Investigation and Enforcement.

Please contact me with any questions.

Very truly yours,



Frances P. Orth  
Vice-President and Sr. Managing Counsel  
Aqua Pennsylvania Wastewater, Inc.

cc: Paul Zander, TUS (via email, w/encl.)  
Brenda L. Lewandowski (w/encl.)

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CHAD YINGLING, VICE CHAIRMAN  
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BRUCE HARTMAN, TREASURER  
MYRA WHATLEY, ASSISTANT TREASURER  
KIM LEVELSBERGER, ZONING & CODE  
ENFORCEMENT OFFICER

BOS@MTJOYTWP.US

**902 HOFFMAN HOME ROAD  
GETTYSBURG, PA 17325**

ISAAC WAKEFIELD, SOLICITOR

**OFFICE: (717) 359-4500**

**WWW.MTJOYTWP.US**

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May 14, 2024

Mr. Rick Klein  
Links at Gettysburg Land Company  
601 Mason Dixon Road  
Gettysburg, PA 17325

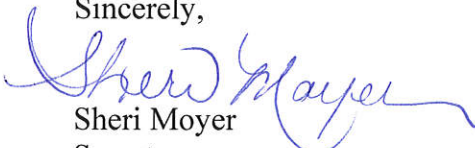
**RE: Preliminary Subdivision Plan for the Wade Run Community**

Dear Mr. Klein:

This is to inform you that as of April 4, 2024, all conditions were met for approval of the Links at Gettysburg Planned Golf Community Preliminary Subdivision Plan for the Wade Run Community, which will be comprised of 99 Single Family Lots. In addition, on April 4, 2024, all conditions of approval of the Phase I Final Subdivision Plan for the Wade Run Community were met, which plan encompasses the first 38 of those 99 Single Family Lots and which is contained within the above-mentioned Preliminary Plan.

Should you require any additional information, please do not hesitate to contact the Township.

Sincerely,

  
Sheri Moyer  
Secretary



Karen Heflin, Register and Recorder  
 117 Baltimore St. Room 102  
 Gettysburg, PA 17325-2398  
 (717) 337-9826

**ADAMS COUNTY, PA RECORDING COVER SHEET**

**Received From :**

HARTMAN & YANNETTI  
 126 BALTIMORE ST  
 GETTYSBURG, PA 17325

**\*First Direct**

MOUNT JOY TOWNSHIP OF

**\*First Indirect**

LINKS OF GETTYSBURG LAND COMPANY INC

\*Index Type : GENERAL

Book : 7221

Page : 645

\*Type of Instrument : AGREEMENT

**\*Recording Fee:**

Recorder Improvement Fund	\$3.00
County Improvement Fund	\$2.00
Recording Fees - Miscellaneous	\$43.00
Writ Tax - Miscellaneous	\$0.50

This is a certification page  
 DO NOT DETACH  
 This page is now part of this legal document.

\*Recording Pages : 20

Clerk: Jennifer S

**Recorded Information**

State of Pennsylvania  
 Adams County, PA



Doc ID - 008959620020

I hereby certify that the within and foregoing was recorded in the Recorder's office for Adams County, PA

On (Recorded Date) : 06/27/2024  
 At (Recorded Time) : 2:57 PM

Karen Heflin, Register and Recorder

\*Information denoted by asterisk may change during the verification process and may not be reflected on this page.

Tax Parcel Nos. 30G18-0010A—000; 30G18-0058---000;  
Property Address: Taneytown Road, Mount Joy Township, Adams County, PA

**DEVELOPER'S IMPROVEMENT CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made this 16<sup>th</sup> day of May, 2024, by and between the **MOUNT JOY TOWNSHIP**, a Pennsylvania municipal corporation, having an address of 902 Hoffman Home Road, Gettysburg, Pennsylvania (the "Township"), and **THE LINKS OF GETTYSBURG LAND COMPANY, INC.**, a Pennsylvania corporation, with an address of 601 Mason Dixon Road, Gettysburg, Pennsylvania, as agent of The Links at Gettysburg Realty Company, LLC and the Links at Gettysburg, LLC ("Developer"), collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of a courtyard cluster planned golf community development known as the Links at Gettysburg (the "Links"), which is described by deed recorded in the Office of the Recorder of Deeds in and for Adams County at Deed Book 7007, Page 153, and Deed Book 7007, Page 157 (the "Property"); and

**WHEREAS**, Developer intends to develop within the Links a community of 99 courtyard cluster single-family homes known as the "Wade Run Community"; and

**WHEREAS**, Developer intends to develop the Wade Run Community in two phases designated at "Phase I" and "Phase II" as indicated in the Preliminary Subdivision Plan for Wade Run Community dated April 24, 2017, last revised January 9, 2023, and conditionally approved by the Board of Supervisors of the Township on April 6, 2023 (the "Preliminary Plan"); and

**WHEREAS**, Developer presently desires to commence the development of Phase I of the Wade Run Community, consisting of 38 of the 99 courtyard cluster home lots (the "Project"); and

**WHEREAS**, the Board of Supervisors of Mount Joy Township conditionally approved on November 16, 2023, the Plan entitled "Phase I Final Subdivision Plat for Wade Run Community" dated August 10, 2023, last revised November 9, 2023, and prepared by Martin and Martin, Inc. (the "Final Plan") (the "Preliminary Plan" and the "Final Plan" may be referred to herein collectively as the "Plans"); and

**WHEREAS**, the Township's Subdivision and Land Development Ordinance requires Developer to enter into an agreement with the Township for the Project addressing, among other things; financial security obligations, a schedule of inspections, as-built drawing requirements, and covenants regarding connection to the public system; and

**WHEREAS,** Developer and Township desire to memorialize the respective obligations of Developer to complete the proposed Project in accordance with the Plans and pursuant to the Township's Subdivision and Land Development Ordinance; and

**WHEREAS,** Developer and Township intend to set forth the conditions for guarantee of improvements pursuant to Section 509 of the Municipalities Planning Code, as amended, 53 P.S. § 10509, and to assure thereby, the posting of financial security for that purpose as authorized by the statute aforesaid.

**NOW, THEREFORE,** the parties hereto, in consideration of the mutual covenants, promises and agreements contained herein, intending to be legally bound hereby, do covenant, warrant and agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.
2. **Development of the Property.** It is understood between the parties hereto that Developer is the record owner and developer of the Property as more particularly described hereinabove. As part of the proposed development of the Property, Developer has caused to be submitted the Plans as more fully described hereinabove. Developer hereby agrees that the Property will be developed by Developer, its agents, servants, workmen or employees, contractors, subcontractors or independent contractors in compliance with and according to the Plans as reviewed and approved by the Township, as well as all provisions of applicable federal, state and local statutes or ordinances and regulations of federal, state and local agencies.

3. **Construction of Improvements.** Developer certifies that it will complete all public improvements and common amenities as set forth in the Plans and as more specifically enumerated in Exhibit "A" attached hereto and made part hereof (the "Improvements") with the approval of the Plans, subject to the following provisions:

A. **Roads, Curbing and Cartways.** Developer, its agents, servants, workmen or employees, subcontractors and contractors shall construct all roadways, curbs and cartways as depicted on the Plans. No roadway shall be constructed between October 15 and April 1<sup>st</sup> of any year without prior written consent of the Township Engineer.

B. **Sanitary Sewers.** Developer, its agents, servants, workmen, employees, subcontractors and/or independent contractors shall construct sanitary sewers to serve the Property and shall also provide laterals to serve each structure erected thereon. Such sanitary sewers shall be constructed in accordance with any and all applicable rules, regulations and specifications of Aqua Pennsylvania.

C. **Storm Drainage.** Developer, its agents, servants, workmen, employees, subcontractors and/or independent contractors shall construct the storm drainage system depicted on the Plans in order to adequately drain the Property of surface waters. In the event that at any time the Township Engineer or Township

reasonably determines that the storm drainage system does not function as designed, Developer shall make all of the changes to the storm drainage system required to adequately drain the Property of surface water subject to approval of all necessary regulatory bodies. Developer shall obtain all necessary storm drainage easements upon grounds belonging to others as may be necessary to implement the storm water discharge plan set forth on the Plans. Developer on behalf of itself, its agents, servants, workmen, employees, subcontractors and/or independent contractors agrees to hold the Township harmless in the event that any claims are made regarding storm water run-off to adjoining streets, highways or adjacent properties. Furthermore, Developer agrees to provide to the Township, in a form and substance acceptable to the Township Engineer and Township Solicitor, a Stormwater Maintenance and Monitoring Agreement, and Developer shall be responsible for costs of the recording of said agreement after it is fully executed. Developer shall assume all maintenance and monitoring responsibilities for all stormwater management facilities located on Developer's Property.

D. Water Lines. Developer shall construct or install all water lines depicted on the Plans so that each structure shall be connected to public water facilities in accordance with the requirements of the applicable utility. Furthermore, Developer shall submit to the Township satisfactory proof that public water will be adequately supplied to each and every aspect of the development which requires water.

E. Curbs. Developer shall construct all curbs and curb depressions as depicted on the Plans providing sufficient curb depressions for every structure and parking area shown thereon.

F. Sidewalks. Developer will construct all sidewalks in accordance with the Plans.

G. Plantings/Landscaping. Developer shall plant all trees, street/shade trees, plants, shrubbery, lawns and other landscaping materials as depicted on the approved Plans and, in addition thereto, shall comply with all screening and buffering requirements of the applicable Township Ordinances. Further Developer hereby agrees to maintain indefinitely all landscaping, buffer yards, and plant screening in accordance with the American Standard for Nursery Stock as published by the American Association of Nurserymen. Any plants that die that are part of required buffer yards or screening shall be replaced within one year of their death.

H. Signs. Developer shall erect such street signs, traffic control signs and/or no parking signs within the Property as shall be determined exclusively by the Township. Such signs, including pavement markings, shall be of the type, size and construction required by the applicable Township Ordinances and/or other requirements and shall be installed at the sole cost and expense of Developer. Street name signs and stop signs shall be approved and erected before the issuance of Use

and Occupancy permits. Such signs shall be installed as soon as roads are passable.

I. Streetlights. Developer shall install the streetlights depicted on the Plans, and Developer, its successors, and assigns shall be responsible for the maintenance, repair, and replacement, and operational expenses associated therewith. In the event that the Township agrees to add any such streetlight(s) to the municipal streetlight list with the incumbent electric provider, Developer, its successors, and assigns shall indemnify the Township for any costs associated with said streetlight(s). The Township shall invoice the Developer, its successor, or assigns for any costs incurred therewith plus an administrative fee of fifteen percent (15%). Said invoices shall be due within thirty (30) days of invoicing.

J. Other Improvements. Developer shall install, construct or supply any other improvements set forth in the Plans or as required by Township, County, State or federal law, ordinances, rules or regulations, as the same may be required.

4. Constructions, Installation or Supply of Improvements in Accordance with Specification. All improvements shall be constructed, installed or supplied by Developer, its agents, servants, workmen, employees, contractors, subcontractors and independent contractors in accordance with the requirements and specifications of the Township, Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Protection, and all other local ordinances, rules and regulations of any duly constituted public authority or regulatory agency which has jurisdiction over the installation, construction, supply or maintenance of all or any of the Improvements.

A. Installation of Utility Lines. All utility lines to be installed on the Property shall be placed underground in accordance with appropriate regulations aforesaid. During construction of the Project, temporary utility poles may be installed. Said temporary utility poles shall be removed upon completion of the Project.

B. Location of Underground Structures and Utilities. It shall be the obligation of Developer, its agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors to locate all underground structures and utilities which may be encountered during construction of the Project; including but not limited to water, steam oil, gas mains and lines, storm and sanitary sewers, telephone lines, electric conduit and other underground installations. This obligation shall require that adequate provision be made to protect said underground structures and utilities from damage or disruption during the course of construction or after completion. In order to determine the location of the underground structures and utilities aforesaid, Developer shall arrange with the owners of such underground structures and utilities to have a representative thereof mark the locations of said utilities or installations. Developer shall pay the cost of determining the location of such structures and utilities and all other costs attendant with the identification and protections thereof.

C. Lands of Others. Developer, its agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors shall not enter upon or occupy private lands of others outside the Property with men, tools or materials, without having first obtained written permission of the owners of said private adjacent tracts and the submission of such to the Township.

D. Responsibility for Damage. Developer shall be responsible for all damage to any sanitary sewer system or storm water sewer system of the Township which results from Developer undertaking construction of the Project on the Property and Developer shall immediately repair all such damage.

E. Developer agrees to repair any damage caused by construction vehicles that occurs during the course of the Project to established Township Street repair standards. This provision shall survive the termination of this Agreement.

5. Soil Erosion, Sedimentation and Storm Water Control. Developer, its agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors shall comply with all of the provisions of the Township ordinances relative to grading, soil erosion, and sedimentation and stormwater control. No additional changes shall be made in the contours of the Property, and no grading excavating, removal or destruction of topsoil, trees or other vegetative cover on the Property shall be made until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by the Township Engineer and Adams County Conservation District. Minor contour changes may be permitted if necessary to construct dwellings, provided that all applicable Pennsylvania law and regulation, Federal law and regulation, applicable regulatory agency rules and policies, permit requirements, Pennsylvania Department of Environmental Protection ("DEP") directives, or United States Environmental Protection Agency directives, and local ordinances are strictly adhered to. No contour changes shall be permitted that would alter drainage flow paths or drainage area boundaries without prior approval by the Township. No additional work shall be undertaken for excavation or removal of topsoil, trees or other vegetative cover until approval has been obtained from DEP, if such approval is required, and said approval from DEP shall be delivered to the Township prior to any work commencing on the Project and shall be complied with by Developer, its agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors throughout the course of construction. Developer, its agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania.

6. Compliance with Federal, State and Municipal Laws and Regulations. Developer agrees that it will procure the compliance of all its agents, servants, workmen, employees, contractors, subcontractors, independent contractors, materialmen and suppliers with all applicable federal, state, county and township statutes and ordinances and rules and regulations adopted thereunder in connection with any development or work on the Project. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of

all contributions, fees, premiums and taxes required by such laws, ordinance, rules and regulations.

7. **Preconstruction Meeting.** Developer shall not commence construction upon or permit construction to commence upon the Property nor do any additional grading upon the Property until a preconstruction meeting is held in accordance with the Township regulations. Developer shall provide a sequence of construction to the Township detailing Developer's anticipated installation of the Improvements and dwelling units. The sequence of construction cannot exceed the date of completion specified herein. The sequence of construction shall take into account the requirements set forth herein for issuance of a building permit

8. **Protection During Construction.** The Township and the Township Engineer will not perform or be responsible for any hiring, firing, supervision, superintendence, direction of personnel, use of equipment, construction site safety, safety programs or the direction of the manner or method of construction employed by the contractors, their sub-contractors, agents, servants or employees; nor will the Township or Township's Engineer be liable for any matters or claims arising therefrom. The Township and Township Engineer shall be under no obligation or liability arising from the work of or injuries to the contractors, their subcontractors, agents, servants or employees on said Project.

At all times during construction of the Project on the Property, Developer, its agents, servants, workmen, employees contractors, subcontractors and/or independent contractors shall conduct its work in such a manner as to insure that there is a minimum obstruction of traffic and that the convenience of the general public and residents adjacent to the Property are provided for in an adequate manner.

Any materials stored on any street shall be placed so as to cause as little obstruction of traffic as necessary. Fire hydrants on or adjacent to the Property shall be kept accessible to fire apparatus at all times and no materials or obstructions shall be placed within fifteen (15) feet of such hydrant. All storm drainage and sewer inlets shall be kept unobstructed at all times. Developer shall maintain such barricades and warning lights or flares as may be necessary during the course of construction to protect traffic and the public in general. Any work access to which is closed for any reason whatsoever shall be left in such condition as to make the Property accessible at all points to fire emergency and other emergency apparatus.

A. **Waste Materials and Maintenance of Sanitary Facilities During Construction.** Developer agrees that it will collect and properly discard of all waste materials, such as papers, cartons, trash, scraps, and other debris on the Property, and shall prevent the same from being deposited, thrown or blown about the Property or onto other properties or streets adjacent to the Property. In addition, Developer shall require that all agents, servants, workmen, employees, contractors, subcontractors and/or independent contractors, or material suppliers comply with the provisions of this paragraph. All rubbish and unneeded materials and tools shall

be removed promptly from the Property and, as work progresses, the Property shall be carefully cleaned of rubbish, refuse or debris. Developer shall maintain the Property in a clean condition by removing the debris from the site. No burying of refuse, rubbish or debris shall be permitted on the tract. Failure of Developer, its agents, servants, workmen, employees, contractors of subcontractors and/or independent contractors and/or material suppliers to comply with any of the conditions set forth herein shall give the Township the right to enter upon the Property and perform such cleaning and disposal with the Township's own employees or with the Township's contractors, the Township may charge the costs of such service to Developer.

B. Sanitary Facilities. Developer agrees that it will provide and maintain properly secluded sanitary convenience facilities in accordance with existing regulation of the Department of Labor and Industry and Public Health for the use of workmen on the site.

C. Coordination of Traffic Improvements. Developer must keep the Township informed as to any public road work related schedules throughout the duration of the Project. State, county or local roads may not be closed or detours provided without the permission of the Township. In addition, the Township reserves the right to coordinate the scheduling of all such projects, especially road closures, with other related and unrelated local road projects, whether or not initiated or controlled directly by the Township.

9. Agreement to Complete Project. Developer agrees that it will install the Improvements as required by the Plans in accordance with the estimated costs thereof at its sole expense. A list of improvements to be installed by Developer, together with the estimated cost of these installations, is attached hereto, made a part hereof and marked as Exhibit "A". Said amount shall constitute a basis of calculating the financial security to be posted by the provider thereof.

At present, all Improvements to be constructed as part of the Project shall remain privately owned and shall not be offered for dedication by developer or accepted as dedicated by the Township.

10. Schedule of Inspections. The Township Engineer or other professionals, experts, or agents selected by the Township shall perform inspections of the Project and Improvements, as it progresses, in accordance with the required inspections discussed within the preconstruction meeting, as well as spot inspections as deemed appropriate by the Township to determine whether the Project is installed in a good and workmanlike fashion and according to commonly accepted construction techniques. Developer acknowledges and agrees that Developer shall be solely responsible for the costs of such inspection, which costs shall be deducted from the escrow account established pursuant to this Agreement. It shall be the responsibility of Developer to notify the Township when the Project reaches the milestones and progress points discussed within the preconstruction meeting.

Furthermore, if this site will be partially funded by a Neighborhood Improvement District (NID), of which the Township administers, any additional inspections by the Township relative to the NID administration will be the responsibility of the Developer.

Failure to notify the Township Engineer when critical inspection points are reached may result in delays in the release of financial security or NID payment for those items. Additional testing, at the cost of the Developer, may be required to confirm suitable completion of improvements if the Township was not notified in advance to allow for on-site inspection.

11. **Financial Security.** Developer shall, prior to release of the Plans for recording, submit to the Township financial security to secure the following:

A. In order to provide a guarantee that the Improvements itemized in Exhibit "A" and/or as depicted on the Plans will be installed; Developer has, or will, prior to the recordation of the Plans, remit \$1,111,979.00, representing one hundred ten (110%) percent of the anticipated costs of said Improvements (as approved by the Township Engineer), either:

- i. Secure an Irrevocable Letter of Credit with a Federal or Commonwealth chartered lending institution;
- ii. Create a restrictive/escrow account in the name of the Township with a federal or Commonwealth chartered lending institution;
- iii. Post a corporate surety bond from a bonding company authorized to do business within the Commonwealth; or
- iv. Other (subject to Township approval)

If Developer has not posted the financial security in the form acceptable to the Township within ninety (90) days of the date the Township approved the respective Plans, (conditionally or otherwise) subject to certain conditions, the Applicant's approval shall be null and void for failure to meet this condition precedent unless the Township grants Developer an extension of time, which extension of time shall not be unreasonably denied by the Township. The financial security shall be self-renewing and shall not expire during the course of completion of the Improvements.

B. **Additional Security.** If at any time the Township Engineer determines that the financial security required by subsection A. above is insufficient, Developer shall provide to the Township additional financial security in order to assure that the financial security equals one hundred ten percent (110%) of the then estimated and adjusted cost for the performance secured by subsection A. and any additional security shall be posted by Developer, in accordance with the provisions of the Pennsylvania Municipalities Planning Code.

C. Decrease, Increase and Retention of Financial Security for security required by subsection A. above. As work of installing Improvements proceeds, Developer may request the Township to reduce the amount of financial security. Any such request shall be in writing, addressed to the Township and the Township shall have forty-five (45) days from the receipt of such request within which to allow the Township Engineer to certify, in writing, to the Township that such portion of the work upon the Improvements has been completed in accordance with the Plans. Upon receipt of the certification, the Township shall authorize the reduction in the amount of the financial security as estimated by the Township Engineer fairly representing ninety percent (90%) of the value of the Improvements completed. Procedures for reduction of financial security shall be undertaken in conformance with Section 509 of the Municipalities Planning Code.

Notwithstanding anything to the contrary contained in the foregoing provisions, the Township may, prior to final release of financial security, and at the time of completion and certification of all Improvement by the Township Engineer, require that an amount of not less than ten percent (10%) of the estimated costs of the Improvements be retained by the Township until substituted by maintenance bond as provided for hereafter.

12. Default by Developer/Failure to Complete in Accordance with Agreement Plans. In the event that Developer fails to complete the construction of the Improvements called for pursuant to the terms of this Agreement as well as set forth in the approved Plans, the Township shall be entitled to draw upon the financial instrument as posted herein in accordance with the terms of this Agreement. In addition thereto, the Township shall have all rights provided for it pursuant to the Pennsylvania Uniform Commercial Code, as well as authorized under the uniform customs and practice provisions for commercial documentary credits to draw against said financial instrument at a sum or sums of money necessary to complete the Improvements as required by this Agreement. In the event that the Improvements are not completed in accordance with this Agreement and the Plans, the Township shall have all remedies available to it under Section 511 of the Municipalities Planning Code, and to the extent that financial security is insufficient to complete the installation of the Improvements and make appropriate repairs or corrections, the Township may install part of the Improvements in portions of the subdivision or land development as the Township may elect and may institute appropriate legal and equitable action to recover monies necessary to complete the remainder of the Improvements as against Developer. The Township, in its sole discretion, may excuse delays in the timely completion of the Improvements required herein if circumstances beyond the control of Developer, such as acts of God, weather, accidents, labor strikes, fire, explosion, war, riot, rebellion, terrorist activity, flood, or epidemics are directly responsible for the delay in completion.

If Developer defaults on any of its responsibilities and obligations set forth in any part of this Agreement, including, but not limited to, timely payment of all fees and costs required by the Township in any part of this Agreement, the Township shall provide

Developer with written notice of the default. If Developer fails to cure the default within ten (10) business days following receipt of written notice from the Township or, if such failure shall be of such a nature that the same cannot be completely cured within the said ten (10) business days, if Developer shall not have commenced to cure such failure within such ten (10) day period and shall not thereafter with commercially reasonable diligence and good faith proceed to cure such failure, the Township may pursue, at its discretion, any and all remedies set forth in this Agreement and all other rights, claims, actions or cause of action available to the Township under law or equity. No notice to cure is required where, as determined by the Township in its reasonable discretion, a condition exists that must be immediately remedied to abate imminent danger to life or property.

13. **Failure to Proceed.** If Developer fails to prosecute the work of the development with promptness and diligence or fails in the performance of any of the provisions contained in this Agreement, the Township shall give Developer written notice of such default. In the event that Developer does not commence work to correct such default within five (5) days of such notice, or thereafter fails to continue to diligently correct such default, the Township shall have the right to secure materials in the quantity and quality required by this Agreement and the Plans and the necessary number of workmen, mechanics and required equipment in the open market at then current market prices from any party or parties to complete the construction, installation or supplying of the Improvements called for under the terms of this Agreement. In such event, Developer, or the provider of financial security, to the limits of the financing instrument, shall pay to the Township, upon demand, the amounts expended by the Township to complete the Improvements.

A. **Right to Utilize Materials On-Site.** If the Township secures Workmen, mechanics and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials, tools, appliances and equipment on the premises of Developer intended for use in the performance of the Agreement for the purpose of including them in the Project and Developer hereby assigns to the Township all of its right, title and interest in and to such materials, tools, appliances and equipment for use and completion of the Project.

B. **Cure Defective Workmanship.** The Township shall have the right to reject defective materials and workmanship, and such rejected materials and workmanship, equipment and other articles shall be replaced by Developer. The failure of Developer to immediately proceed to rectify the condition and replace the rejected materials, equipment or articles, or correct the defective workmanship, as aforesaid, will authorize the Township to proceed with the work as provided herein and look to the financial instruments posted to assure the cost of completing the restoration or replacement which may be required. Furthermore, if during the course of construction of the Project materials and/or workmanship of the Project are found by the Township Engineer or the Township to be in non-compliance with the applicable specifications and Plans, the Township has the right to immediately revoke its approval to proceed with construction of the Project. Developer hereby

agrees to immediately cease construction operations and replace and/or correct the noncompliant materials and/or workmanship. The approval to proceed with construction will be reissued only upon receipt of written procedures from Developer to prevent future noncompliant occurrences.

14. **Date of Completion.** Developer agrees that the Improvements as set forth in the Plans and as called for in this Agreement shall be completed within two (2) years after the commencement of construction unless specifically noted otherwise. Developer may request an extension of the completion of the Improvements, however, the Township is under no obligation to accept such request. The Township acknowledges and agrees that certain activities like final road paving or conversion of storm water facilities will not be complete until construction of the entire subdivision is complete and that the two year time frame contained herein shall not apply to these activities or any other activities which Developer cannot complete until completion of the entire subdivision. In no event shall the time for completion of all Improvements extend more than six (6) months after all use and occupancy permits have been issued for all structures that are part of the Project.

15. **Insurance/Indemnification.** Developer at all times, shall indemnify and save harmless the Township and the Township Engineer and all their officers, agents and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the design and constructing of the Improvements which are the subject of this Agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of Developer, Developer's contractors, or sub-contractors except to the extent that the construction of the Improvements is performed by the Township in which case the Developer's obligation to indemnify hereunder shall only apply to any costs incurred by the Township to construct the Improvements, not any claims, liabilities, suits, judgments, verdicts, actions or proceedings related to the construction of the Improvements. Developer shall, if required by the Township or the Township Engineer, produce evidence of settlement of any such claims, suits liabilities, judgments verdicts, suits, actions or proceedings, groundless or not, which may be commenced against the Township or the Township Engineer or their officers, agents and employees, and Developer shall pay, or cause to be paid, any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Developer shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or be reasons of such actions, claims, liabilities, judgments, verdicts, proceedings or suits. Developer and its contractor(s) shall be solely responsible for construction site safety, practices, supervision, direction of personnel, use of equipment and the means, methods and manner of construction employed by the contractor(s). This provision shall survive termination of this Agreement.

Developer shall obtain and maintain at all times during the course of the construction comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of up to One Million Dollars (\$1,000,000.00) for each person,

Three Million Dollars (\$3,000,000.00) for each occurrence, and Five Hundred Thousand (\$500,000.00) with respect to property damage for each occurrence. The said insurance shall not be canceled without thirty (30) days' prior written notice of such cancellation to the Township. Prior to the commencement of any construction, Developer shall deliver to the Township a certificate issued by an insurance company authorized to do business in the Commonwealth of Pennsylvania, in a form reasonably satisfactory to the Township Solicitor, indicating that Developer, its agents, servants, workmen, employees, contractors, subcontractors, independent contractors, material, men and suppliers have obtained the required comprehensive general liability insurance in accordance with the provisions of this Agreement, and that the premiums for said insurance have been paid in advance for the period covered by said insurance. At least thirty (30) days prior to the expiration date(s) of the insurance, Developer shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction, Developer shall have the right to substitute other insurance policies containing the same provisions provided, however, that all such policies shall be in and issued by insurance companies as described above and the proofs of coverage shall be in a form reasonably acceptable to the Township Solicitor.

Each insurance policy required by this contract, except for the Workers Compensation Policy, shall contain the following clause:

“Mount Joy Township, its employees, agents, officials and volunteers are hereby added as additional insureds as respects of the operations and activities of this Agreement.”

“Any insurance maintained by the Township shall apply in excess of the insurance required by this contract”.

Developer agrees to provide proof of worker's compensation coverage for every employee, if any, as well as for anyone who is intended to work for Developer or on the site and including all of its subcontractors. In order to obtain a building permit, Developer must submit a worker's compensation certificate relative to such insurance.

16. **Fees, Permits, Costs.** Developer shall be responsible for all legal costs, all engineering costs and all administrative costs incurred by the Township in connection with the Project and this Agreement. Developer agrees to deposit Five Thousand Dollars (\$5,000.00) with the Township upon execution of this Agreement. Such money will be held in escrow and will be used by the Township as fees are incurred by the Township for its costs of reviewing plans, construction inspections, administrative time and expenses, legal and engineering services (as set forth in the agreement between the Township and Keller Engineers, Inc., the Township's engineer, and between the Township and Salzmann Hughes, P.C., the Township's Solicitor). Any time the balance in the escrow account falls below Two Thousand Dollars (\$2,000.00) the Township will notify Developer and Developer shall add the escrow monies so that the escrow account is replenished to an amount of at least Three Thousand Five Hundred Dollars (\$3,500.00). Upon completion

of the Project as verified by the Township Engineer, any balance remaining shall be refunded in full to Developer. Said expenses shall include, but not be limited to, the following fees:

A. Inspection fees, engineering fees, legal fees, and consultant fees in accordance with Section 510 (g) of the Municipalities Planning Code.

B. Recording fees for recording of the Plans, Financial Security Agreements and amendments, if any, thereto, Stormwater Operations and Management Agreement, Developer's Agreement and any other agreements that the Township desire to record in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania.

C. All legal fees incurred for the negotiation, preparation, recordation or other proceedings as may be necessary under the terms of this Agreement or under the Township Ordinances.

Developer understands and agrees that should any payment for any cost, expenses, fee, or other financial obligation due under any part of this Agreement be owed to the Township and remain unpaid for a period of over ninety (90) days, the Township may enter a lien pursuant to law against the real estate of Developer for which such charges were unpaid.

Developer agrees and understands that a penalty of one and one-half (1.5%) per month shall be added thirty (30) days after the date upon which any payment due and owing under the terms of this Agreement is due and remains unpaid. Developer further understands that the Township shall not issue any land development, building permit, or occupancy permit where a payment is due and has remained unpaid for thirty (30) days.

This Agreement does not replace or eliminate any other fees that the Township may lawfully charge Developer under the laws of the Commonwealth of Pennsylvania or the Ordinances of the Township.

17. **Topsoil.** Developer agrees that it will not remove topsoil from the Property in connection with the Project, nor will he permit anyone else to remove the topsoil therefrom. Developer will endeavor to keep the original and virgin topsoil at each lot site and grade that topsoil into the final grading of the lot. There shall be no stockpiling of topsoil or sale of topsoil until Developer has made application to the Township Engineer pursuant to the section of the Township Code concerning topsoil. No topsoil will be sold until and unless the Township Engineer makes the necessary certifications. Developer again understands and agrees that the Township, to the extent allowed by law, shall not issue any land development, building permit, or occupancy permits unless the above is adhered to. Provided that it does not impede Developer's ability to comply with any topsoil requirements applicable to the Project, nothing in this section shall be construed to prevent Developer from removing topsoil from the Property to be located within other areas within

the Links or where the Developer has otherwise secured express approval from the Adams County Conservation District.

Further, no use and occupancy permit shall be issued for any structure until fire hydrants located in the development, if any, have been tested and are operational.

18. **Building Permits.** A building permit for a dwelling unit or other structure shall not be issued until such time as the street upon which structure fronts has base course complete and all water, sewer, and street stormwater facilities required therein are complete. Any utility installation required to serve the Project must be completed in a manner meeting approval of the utility provider prior to the issuance of a building permit. The provisions of this section shall not apply to the model home that has already been constructed on the Property and/or has been issued a building permit by the Township prior to the date of this Agreement. Additionally, the provisions of this section shall not apply where the Developer has provided and is maintaining financial security in the manner and amount required by this Agreement and other applicable law.

19. **Occupancy Permits.** No structure for which an occupancy permit has not been granted shall be occupied until it and all its appurtenances have been completed, all roads necessary for ingress and egress to the said structure have been completed with base course paving, all other improvements as depicted upon the approved plat, and necessary for the occupation of this structure, are completed including all water, sewer, and street stormwater facilities, and all of the requirements of this Agreement and the Plans, and the other ordinances, laws, rules and regulations regarding such structure have been met, the structure has been inspected and approved by the Township and the Township has issued an occupancy permit or permits therefore. Further, no structure shall be occupied until provisions satisfactory to the Township Engineer have been made (including, but not limited to, seeding or sodding) to prevent run-off of rainwater, melting snow, etc. onto adjacent tracts or onto the street or pavement and to prevent such run-off from coming onto said lot, street or pavements from other adjacent tracts. The provisions of this paragraph shall not prevent occupancy where the asphalt base course of any roadway or easement is constructed to the extent required by the Township, and Developer desires to delay the top surfacing of said roadway until the end of the term in which the Improvements are required to be completed.

Prior to the issuance of an occupancy permit, Developer shall certify in writing to the Township that site work is completed per the plan submitted with the Building Permit application with approved field changes (if any).

Prior to the issuance of an occupancy permit, grading must be completed in accordance with the grading plan and seeding must be completed for the unit which is the subject of occupancy, provided, however, in exceptional cases Developer may request the Board of Supervisors of the Township to grant an exception to the provisions of this section with respect to final grading and seeding requirements and other non-substantial improvements provided sufficient monies are escrowed with Developer's mortgagee to insure grading and seeding and other required non-substantial Improvements.

Further, no use and occupancy permit shall be issued for any structure until fire hydrants located in the development, if any, have been tested and are operational.

20. **Concrete Monuments and Iron Pins.** Concrete monuments and iron pins as depicted on the Plans shall be set within thirty (30) days after final grading of the Project. Iron pins shall also be set on all property corners.

21. **Wetlands.** Approval by the Township of the Plans shall not be construed as compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251, et seq., regarding building, dredging or filling in areas which are or may be deemed to be wetlands by the U.S. Army Corps of Engineers. Developer shall be responsible for full compliance for itself, its agent, servants, workmen, employees, contractors, subcontractors and independent contractors with all federal and state regulations arising pursuant to federal or state statutes or agency rules or regulations of the Environmental Protection Agency (EPA), DEP or U.S. Army Corps of Engineers (Corps) regarding wetlands.

22. **Utility Lines, Poles, and Cable Connections.** In the event it is necessary to move telephone or electric lines and cable connections to accommodate the Project, Developer shall take the responsibility to require the utilities and cable company to remove their present poles and facilities and replace the lines and poles with those that are adequate for this development. Arrangements shall be made by Developer to install these poles and facilities so that their ultimate location will not be a danger to passing motorists or apt to be leveled or knocked out of the ground because they are too close to passing traffic. Where possible, these utilities should be installed underground.

23. **PennDOT Highway Occupancy Permit.** Developer and the Township hereby acknowledge and agree that Developer is/was required to obtain the HOP as a condition of final approval of the land development plan for Phase I of the development . Developer acknowledges and agrees that the Township will neither approve a final subdivision or land development plan for Phase II of the Wade Run Community nor issue any further building permits for the remaining units in the Wade Run Community unless Developer obtains and maintains the required HOP from PennDOT. Additionally, Developer agrees that, prior to the issuance of any building permit for construction in any future phase of the Wade Run Community, Developer shall complete construction of the access to Taneytown Road, S.R. 134.

24. **Conditions of Approval** – Nothing herein shall be construed as a waiver by the Township of any condition of approval of the Preliminary Plan and the Final Plan. Moreover, a waiver or forbearance by any party or any breach of any covenant or term of this Agreement shall not be construed to be a waiver or forbearance of any succeeding breach of the same covenant. Finally, Developer agrees that, with respect to each phase of the Wade Run Community Development beyond Phase I, Developer shall execute a Developer's Agreement on terms satisfactory to the Township prior to and/or as a condition of approval of any final plan for said subsequent phase. Additionally, due to the phasing of the Wade Run Community, Developer has filed or shall file within 30 days of execution

of this Agreement, a schedule delineating all proposed sections as well as deadlines within which applications for final plat approval of each section are intended to be filed, which schedule is incorporated herein by reference. Such schedule shall be updated annually by the developer on or before the anniversary of the Township's approval of the Preliminary Plan, until final plat approval of the final section has been granted. Any modification in the aforesaid schedule shall be subject to approval of the Township in its discretion.

25. **Record Drawings.** Within sixty (60) days of the completion of the Project, Developer shall cause to be prepared and furnished to the Township, at the expense of Developer, detailed record drawings of the completed Project as well as all Operations Manuals for the Project. Record drawings shall be the same scale and plan size as standard to the Township. Developer shall also provide to the Township the Record Drawing and Operations Manuals in digital format.

26. **Termination.** This Agreement shall terminate, at the option of the Township upon the occurrence of a default by Developer as set forth hereunder or if a period of five (5) years shall have expired from the date of execution of this Agreement, and Developer has not received an additional five (5) year extension, nor has substantially completed the Improvements. If the Township elects to terminate the Agreement for either of the reasons set forth herein, the Township shall notify Developer of such termination.

27. **Assignment.** This Agreement shall not be assigned by Developer without the advance, express, written consent of the Township which shall not be unreasonably withheld. Until and unless the Township approves such an assignment, Developer shall remain responsible for completion of all public improvements and fulfillment of all obligations under this Agreement as well as the Financial Security Agreement. Following assignment of this Agreement, the assignee shall be responsible for the Developer's obligations and the Developer shall be released from any further obligations under this Agreement.

28. **Corporate Obligations of Township.** Unless otherwise provided herein, no recourse on any obligation, covenant, or agreement contained herein shall be had against any past, present or future member, officer, employee, engineer or counsel of the Township. It is expressly agreed and understood that this Agreement and the obligations hereunder are solely corporate obligations, and that no personal liability whatsoever shall attach to or shall be incurred by any such members, officers or employees of the Township by reason of any of the obligations, covenants or agreements contained in this Agreement.

29. **Notices.** All notices or other communications required to be given under the terms of the Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

To the Owner/Developer  
Attn: The Links at Gettysburg Land Company, Inc.  
601 Mason Dixon Road,  
Gettysburg, Pennsylvania 17325

and

To the Township

Mount Joy Township  
Attn: Chair, Board of Supervisors  
902 Hoffman Home Road  
Gettysburg, PA 17325

With a copy to

Isaac P. Wakefield, Esq.  
1801 Market Street, Suite 300  
Camp Hill, PA 17011

or to such other addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement. All such notices shall be deemed to have been given when mailed by certified mail or delivered by hand.

30. **RESERVED.**

31. **Recording.** It is intended that this Agreement shall be recorded in its entirety in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania.

32. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the Property.

33. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing.

34. **Construction.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

35. **Conflict with Other Law, Regulation, or Ordinance.** In the event that any provision contained in this Agreement conflicts with any Pennsylvania law or regulation, Federal law or regulation, regulatory agency rule or policy, permit requirement, DEP directive, United States Environmental Protection Agency directive, or local ordinance, the more restrictive standards shall govern as allowed by applicable law.

36. **Time is of the Essence.** The time for performance of the parties' duties and obligations as set forth herein is deemed of the essence.

37. **Captions.** The captions used herein are for convenience purposes only.

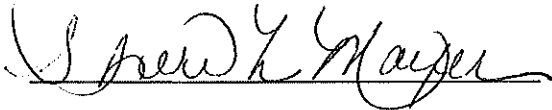
38. **Interpretation.** The parties have had an opportunity to review and negotiate this Agreement with their respective legal counsel and this Agreement is created based upon those negotiations; therefore, the parties agree that this Agreement shall not be construed in favor or against either party as the drafter of this Agreement.

39. **Joint and Severable Liability.** Owner agrees that the obligations of Developer hereunder shall be joint and severable with the Owner, his heirs, successors, and assigns. Further, the obligations set forth herein shall be construed to be covenants running with the land.


40. **Survival.** Notwithstanding any provision to the contrary, all covenants, conditions, and representation contained in this Agreement which by their nature, impliedly or expressly, involve performance, after expiration or earlier termination of this Agreement or which cannot be ascertained to have been fully performed until after expiration or earlier termination of this Agreement, shall survive such expiration or earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

  
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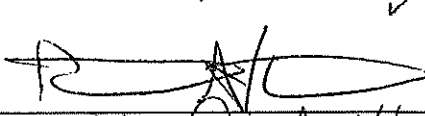
MOUNT JOY TOWNSHIP ✓

By:   
Name: CHRISTINE DEMAS  
Title: BOARD OF SUPERVISORS, CHAIR

ATTEST:

  
\_\_\_\_\_

THE LINKS AT GETTYSBURG  
LAND COMPANY, INC. ✓

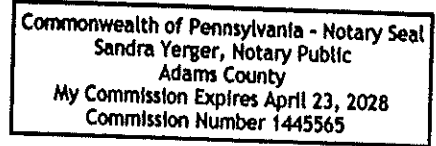
By:   
Name: Richard A Klein  
Title: Pres

COMMONWEALTH OF PENNSYLVANIA ✓ :  
 : SS  
COUNTY OF ADAMS ✓ :

AND NOW, this 16<sup>th</sup> day of May, 2024, before me, the undersigned Notary Public, personally appeared Christine Demas, who acknowledged herself to be Chairperson of the Board of Supervisors of Mount Joy Township, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by herself as such officer.

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

Sandra Yerger  
Notary Public  
My Commission Expires:

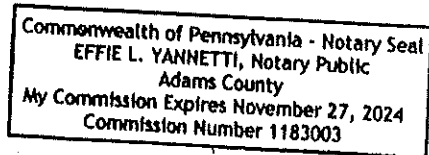


COMMONWEALTH OF PENNSYLVANIA ✓ :  
 : SS  
COUNTY OF ADAMS ✓ :

AND NOW, this 16<sup>th</sup> day of May, 2024, before me, the undersigned Notary Public, personally appeared Richard A. Klein, who acknowledged him/herself to be the President of **The Links At Gettysburg Land Company, Inc.** and he/she, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by him/herself as President.

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

Effie L. Yannetti  
Notary Public  
My Commission Expires:



## VERIFICATION

I, Brenda L. Lewandowski, New Business Manager of Aqua Pennsylvania, Inc., hereby state that the facts set forth in Aqua Pennsylvania Wastewater, Inc.'s letter response to the Bureau of Technical Utility Services Email dated April 1, 2026 in the matter at Docket No. A-2022-3031502, are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



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Brenda L. Lewandowski  
New Business Manager  
Aqua Pennsylvania, Inc.

Dated: April 1, 2026

