

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :  
 :  
THE JOINT APPLICATION OF : Docket No. A-2026-\_\_\_\_\_  
MONTEFORTE ENTERPRISES, INC. :  
AND GIBSON’S ADVANCED SEWER, : Docket No. A-2026-\_\_\_\_\_  
LLC. :  
 : Docket No. A-2026-\_\_\_\_\_  
Made under Section 1102(a) of the :  
Pennsylvania Public Utility Code for :  
Approval of :  
1) the Transfer, by Sale of all of the :  
Waste Water Assets of Monteforte Enterprises, :  
Inc. to Gibson’s Advanced Sewer, LLC; :  
2) the right of Gibson’s Advanced Sewer, LLC :  
to provide wastewater Service to the public :  
in a portion of New Milford Township, :  
Susquehanna County, Pennsylvania, :  
3) the adoption by Gibson’s Advanced Sewer :  
LLC of the existing Tariff of Monteforte :  
Enterprises, Inc.; 4) the abandonment by :  
Monteforte Enterprises, Inc. of the treatment :  
Of waste water to the public in a portion of :  
New Milford Township, Susquehanna :  
County, PA :

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JOINT APPLICATION,  
OF MONTEFORTE ENTERPRISES, INC. and GIBSON’S ADVANCED SEWER, LLC

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TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Monteforte Enterprises, Inc. (hereinafter the “Seller” or “Monteforte”) and Gibson’s Advanced Sewer, LLC. (hereinafter the “Buyer” or “Gibson” or “Applicant”), hereby respectfully request that the Pennsylvania Public Utility commission (“Commission”) issue such Certificates of Public Convenience (“Certificates”) as may be necessary to evidence its approval, under Section 1102(a) of the Pennsylvania Public Utility code (“Code”), 66 Pa.C.S. Section 1102(a), of: (1) the transfer, by sale, of substantially all of the wastewater assets of the Seller to the Buyer; (2) the right of the Buyer to provide wastewater service to the public to the public in a portion of New Milford Township, Susquehanna County, Pennsylvania; and

(3) the abandonment by the Seller of wastewater service to the public in a portion of New Milford Township, Susquehanna County, Pennsylvania. In support of this Joint Application, the Joint Applicants represent as follows:

THE PARTIES

1. The names and addresses of the Joint Applicants are as follows:

Monteforte Enterprises, Inc.  
3039 State Route 492  
New Milford, PA 18834

Gibson's Advanced Sewer, LLC  
1714 Layton Road  
Scott Township, PA 18447

2. The name and address of the Joint Applicants' attorneys in relation to this Application are:

a) Point of Contact for this Application

Raymond A. Hassey, Esquire  
Hassey Legal Services, Attorneys-At-Law, P.C.  
304 Wilkes Barre Twp Blvd.  
Wilkes Barre, PA 18702  
Telephone: (570) 760-2516  
Email: [HasseyLegal@aol.com](mailto:HasseyLegal@aol.com)

b) Attorney for Gibson's Advanced Sewer, LLC

Raymond A. Hassey, Esquire  
Hassey Legal Services, Attorneys-At-Law, P.C.  
304 Wilkes Barre Twp Blvd.  
Wilkes Barre, PA 18702  
Telephone: (570) 760-2516  
Email: [HasseyLegal@aol.com](mailto:HasseyLegal@aol.com)

c) Attorney for Monteforte Enterprises, Inc.

Raymond A. Hassey, Esquire  
Hassey Legal Services, Attorneys-At-Law, P.C.  
304 Wilkes Barre Twp Blvd.  
Wilkes Barre, PA 18702  
Telephone: (570) 760-2516  
Email: [HasseyLegal@aol.com](mailto:HasseyLegal@aol.com)

3. Monteforte Enterprises, Inc. is a Pennsylvania Business Corporation, having been established by Articles of Incorporation docketed in the PA Department of State on May 19, 1994, Business Entity # 2581495. Monteforte was certificated by the PA Public Utility Commission as a provider of waste water service to the public, with the assigned Utility Code #230093 (Docket A-

230093), having received its Certificate of Public Convenience by Order of the PUC entered December 30 2001, with the Certificate docketed on January 2, 2002 See, Exhibit A, Department of State Articles of Incorporation for Monteforte. Monteforte provides waste water service to the public in a portion of New Milford Township, Susquehanna County, Pennsylvania. Monteforte is the holder of an NPDES Permit No. 0063401-A1 and identified to the PA Department of Environmental Protection thereon as Monteforte Enterprises Waste Water Treatment Plan.

4. Gibson's Advanced Sewer, LLC, is a Pennsylvania Limited Liability Company, having been established by Articles of Incorporation docketed in the PA Department of State on April 4, 2024, Business Entity # 0013792528. See Exhibit A, Department of State Articles of Incorporation for Gibson. Gibson, nor any affiliate of same, is presently certified by the Commission to provide public utility service to the public for compensation in Pennsylvania. Gibson was established for the purpose, among others, of providing licensed services and management to certified utilities, including water and waste water facilities, and all lawful business, including without limitation, acquisition and operation of utilities. By this Joint Application, Gibson is applying for a Certificate of Public Convenience and authority to conduct business as a registered public utility, with an assigned Utility Code number.

#### THE SALE – PURCHASE TRANSACTION

5. As previously stated, Monteforte is identified as the Seller, and Gibson as the Buyer, in an "Asset and Real Estate Agreement" dated April 10, 2026, (referred to as "the Agreement of Sale". See a copy of the Agreement of Sale attached hereto as Exhibit B.
6. The Agreement of Sale provides for the sale to TMY, LLC of real estate, owned by Monteforte, which is identified with particularity in the Agreement of Sale.
7. TMY, LLC, is a Pennsylvania Limited Liability Company, and subsidiary of Gibson, established for the purpose of owning the real estate and improvements on which the assets of Monteforte's sewer plant are located. TMY,LLC will lease the real estate and improvements comprising the sewer plant to Gibson.

8. The Agreement of Sale also provides for sale to Gibson of the sewage treatment facility and all related corporate assets which are owned by Monteforte.
9. Consideration in the Agreement of Sale for the real estate is \$200,000.00 (see paragraph 1 of the Agreement of Sale). Consideration for the corporate assets is \$300,000 as provided for in Paragraph 1 of the Agreement of Sale, and comprises the provision of services by Gibson for the continued operation of the sewage system, as well as investments as needed in to repairs to the system.
10. Consummation of the Agreement of Sale is conditioned upon the successful review and approval by the Commission of this Joint Application, among other contingencies.
11. Gibson will fund the purchase of this transaction by paying cash at the time of closing, to borrowed from a commercial lender of Gibson's choosing.

REQUIREMENTS OF 52 PA CODE SECTION 3.501

12. Business Plan. As a purchaser of an existing wastewater system, Buyer is not required to prepare a business plan pursuant to 25 Pa.Code Section 109.503(a)(3) (relating to public water system construction permits.)
13. Plant in Service.
  - a) The history of the plant in service is initially set forth in the original Petition for Certificate of Public Convenience filed by Monteforte to Docket No. A-230063 on December 30, 2001. From its inception to the present day, the wastewater plant has only been owned and operated by Monteforte. This Joint Application will represent the first and only conveyance of ownership of the wastewater plant to a new operator.
  - b) The Plant consists of the following

A block building housing and supporting a 60,000 GPD sequencing batch reactor wastewater treatment plant ("STP").' The plant consists of a comminutor, two 15,000 gallon surge tanks , two 33,366 gallon sequencing batch reactors, two 6,500 gallon sludge holding tanks, one 4,500 gallon chlorine contact tank , various electrical control facilities and various appurtenant equipment

housed in the wastewater treatment plant building. The wastewater treatment plant is located on a secured one (1) acre lot. Applicant also has constructed 750 linear feet of eight (8) inch PVC collection main and 1,000 linear feet of eight (8) inch effluent discharge 2 line. Other facilities consist of a service well located on site and four (4) monitoring wells located off the premises of the STP at various locations throughout the service territory. The monitoring wells were constructed as a condition of the Department of Environmental Protection permitting requirements. The assets include any and all such infrastructure located on or off the premises, used in the collection, carrying and processing of sewage and testing in respect thereto. The STP treats approximately 22,440 gallons of sewage per day.

14. Service Area.

a) A map of Seller's existing certificated service territory, is attached hereto as Exhibit C.

Buyer requests authority to serve the same certificated service territory.

15. Exhibit C represents a map of the Systems's coverage and service area.

16. Customers. Presently, Monteforte provides service to the occupants of Gibson Commons, which are located within the service area. The number of customers for which wastewater treatment is being provided is 8. See Exhibit I for a list of customers.

In 2025, the System treated 8,117,879 million gallons of sewage. Additional information about the capacity of the System is contained in the permits that the Department of Environment Protection ("DEP") has issued to Monteforte. See, Exhibit D, NPDES permit. The System has been adequately meeting the wastewater treatment and disposal needs of the homes within the service area for decades and there does not appear to be reason to question the adequacy of the System.

17. Rates. The proposed initial tariff for Buyer will be the identical tariff of Seller, which is attached hereto as Exhibit E. The proposed Tariff merely adopts the Tariff currently in effect for Seller.

18. Cost of Service. Attached as Exhibit F (Confidential) are the two most recent federal income tax returns of Monteforte.

19. Proof of Compliance.

- a) Exhibit D contains the NPDES permit issued by the PA Department of Environmental Protection, representing compliance.
- b) The system has and will be operated by IRENO MONTEFORTE (Licensed Operator) and TODD YURKOVIC, apprenticing along side Ireno Monteforte, and will be obtaining operating license. See the operators' certificates attached hereto as Exhibit G.
- c) Compliance History with PA DEP.  
Monteforte has no history of violations, and has been compliant.

20. Affected Persons. The Joint Applicants posit that, to their knowledge, information and belief there is no known public utility, municipality, municipal authority, cooperative or association providing wastewater services within one mile which will be effected by the application involving the service territory. The following list comprise the known utilities:

- Claverak Rural Electric Cooperative, 32750 Rte 6, Wysox, PA 18854
- Northern Eastern Telephone Co, 720 Main St, Forest City, PA 18421
- Blue Ridge Cable Technologies, 19 Main St., Carbondale, PA 18407

APPLICABLE LEGAL STARDARDS—FITNESS

21. When considering a transaction such as the one presently at issue before the Commission, the party receiving the assets and service obligation must be technically, legally, and financially fit. Joint Application of Peoples Natural Gas Co LLC, Peoples TWP LLC, and Equitable Gas co, LLC, Docket No. A-2013-2353647, 309 P.U.R4th 213 (2013.) To show legal fitness, Gibson must demonstrate that it has obeyed the Code, and Commission Regulations and Orders. Re: Perry Hassman, 55 PA PUC 661 (1982). To show financial fitness, Gibson must demonstrate that

it has sufficient financial resources to provide the proposed serve. Hassman, supra. Finally, to show technical fitness, Gibson must demonstrate that it has sufficient staff, facilities and operating skills to provide the proposed service. Hassman, supra.

22. Legal Fitness. There are no pending legal proceedings which would suggest that Gibson is not legally fit to provide safe and adequate service. Gibson is not currently and has **not** been the defendant in a criminal or civil proceeding in the last five years, or ever for that matter.

Moreover, Gibson has never had a Certificate suspended or revoked by the Commission. Gibson has not been involved in any Commission proceedings, or any other administrative proceeding in the Commonwealth of Pennsylvania, filed by a customer, regulatory agency, or prosecutor in the last five years, or ever. Gibson will comply with the Code and all existing and future Commission Regulations and Orders regarding wastewater systems.

23. Technical Fitness.

- a) Gibson is staffed with licensed wastewater operator's, as evidenced by the certificates shown in Exhibit G. Ireno Monteforte will operate the sewer plant as the licensed operator. Todd Yurkovic will apprentice pending his license.
- b) The principal owner of Gibson is Todd Yurkovic, who has experience operating water and wastewater systems. Todd Yurkovic have been working in tandem the Seller since January, 2026 and has become familiar with the operations of Monteforte's System. Gibson has in-house expertise and experience on constructing, repairing and improving wastewater systems and other underground utilities, and it has the equipment to install pipe and experiencing in doing so. Gibson has the ability to inspect and detect leaks in the System and make repairs in a timely manner.

24. Financial Fitness. Gibson is on solid financial footing. Through its principal, Todd Yurkovic, Gibson, has the financial backing of several banks and cash flow availability to manage the operations of the wastewater system. See Exhibit H, Financial Statement.

Applicable Legal Standards- Affirmatively Promoting the Public Interest in Some Substantial Way

25. The transfer of the wastewater system from Monteforte to Gibson promotes the public interest in a substantial way.

26. Seller is a small company, whose owner wishes to retire. Under these circumstances, it is in the public interest to permit Seller to transfer the sewer treatment system to a new owner, who is experienced and is able to provide reasonable and adequate service at just and reasonable rates.

27. The transactions will be seamless to ratepayers. Customers will not see any interruption in service. In fact, the Buyer has long term plans to upgrade and improve the facilities over time and render the system in better shape and to provide higher quality of service to its users. Further, the Buyer will adopt the Seller's tariff.

Abandonment of Wastewater Service by Seller

28. Upon consummation of the Agreement of Sale, Monteforte will cease providing regulated wastewater service to the public in New Milford Township, Susquehanna County, Pennsylvania.

29. Seller acknowledges the need for Commission approval, pursuant to 66 Pa.C.S. Section 1102(a)(2) and 1102(a)(3), to abandon its wastewater service responsibility in New Milford Township, Susquehanna County, Pennsylvania. Seller requests that the Commission permit it to abandon the provision of wastewater service in New Milford Township, Susquehanna County, PA on the condition that the Commission approves the overall Transaction and the entire Joint

Application herein, including Gibson's request to begin to furnish waste water service in lieu of the Seller.

Notice and Service of the Application

30. In accordance with 52 Pa.Code Section 3.501(c), after filing this Application, the Joint Applicants will provide actual notice of the filing of this Application to each of its wastewater customers by first class mail. The Joint Applicants will provide the Commission with a verification that such notice has been given.
31. In compliance with 52 Pa.Code Section 3.501(d), the Joint Applicants will publish the notice of application, furnished by the Secretary of the Commission, in a newspaper of general circulation in New Milford Township. Such publication will be made daily for a period of two weeks and the Joint Applicants will furnish the Commission with proof of said publication.

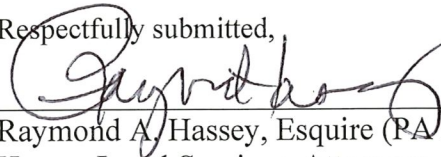
Conclusion

WHEREFORE, for the foregoing reasons, Monteforte Enterprises, Inc. and Gibson Advanced Sewer, LLC. request that the Pennsylvania Public Utility commission approve this Application and order that:

- (1) The Secretary's Bureau issue such Certificates of Public Convenience as may be necessary to evidence its approval under 66 Pa. C.S. Section 1102(a) of: (a) the transfer, by sale, of substantially all of Monteforte Enterprises, Inc's assets, properties and rights related to its wastewater system to Gibson's Advanced Sewer, LLC.; (b) Gibson's Advanced Sewer, LLC's right to offer or furnish wastewater service to the public in a portion of New Milford Township, Susquehanna County, Pennsylvania; and (c) Monteforte Enterprises, Inc.'s right to abandon the provision of wastewater service to that portion of New Milford Township, Susquehanna County, Pennsylvania;

- (2) Gibson's Advanced Sewer, LLC. be permitted to operate using the pro forma tariff supplement having been used by Monteforte attached hereto as Exhibit E, effective as of the date of closing on the Transaction;
- (3) Any other approvals or certificates as may be necessary to lawfully consummate the Transaction described herein be granted and issued.

Respectfully submitted,



Raymond A. Hassey, Esquire (PA ID# 52903)  
Hassey Legal Services, Attorneys-At-Law, P.C.  
304 Wilkes Barre Twp Blvd  
Wilkes Barre, PA 18702  
(570) 760-2516

[HasseyLegal@aol.com](mailto:HasseyLegal@aol.com)

Dated: 5/29/2026

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE:

THE JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC.  
AND GIBSON'S ADVANCED SEWER,  
LLC.

Docket No. A-2026-\_\_\_\_\_

Docket No. A-2026-\_\_\_\_\_

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Made under Section 1102(a) of the  
Pennsylvania Public Utility Code for  
Approval of  
1) the Transfer, by Sale of all of the  
Waste Water Assets of Monteforte Enterprises,  
Inc. to Gibson's Advanced Sewer, LLC;  
2) the right of Gibson's Advanced Sewer, LLC  
to provide waste water Service to the public  
in a portion of New Milford Township,  
Susquehanna County, Pennsylvania,  
3) the adoption by Gibson's Advanced Sewer  
LLC of the existing Tariff of Monteforte  
Enterprises, Inc.; 4) the abandonment by  
Monteforte Enterprises, Inc. of the treatment  
Of waste water to the public in a portion of  
New Milford Township, Susquehanna  
County, PA

VERIFICATION

I, IRENO MONTEFORTE, do verify that I am the duly authorized officer or representative of  
MONTEFORTE ENTERPRISES, INC. I do hereby state that the facts set forth above are true and correct  
to the best of my knowledge, information and belief and that I expect to be able to prove the same at any  
hearing which may be held in this matter. I understand that false statements made herein are subject to  
the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.

5-29-26

*Ireno Monteforte*

Date

IRENO MONTEFORTE

I, TODD YURKOVIC, do verify that I am the duly authorized officer or representative of GIBSON'S  
ADVANCED SEWER, LLC. I do hereby state that the facts set forth above are true and correct to the  
best of my knowledge, information and belief and that I expect to be able to prove the same at any  
hearing which may be held in this matter. I understand that false statements made herein are subject to  
the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.

5/29/20

*Todd Yurkovic*

Date

TODD YURKOVIC

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

LIST OF EXHIBITS

- Exhibit A: Articles of Incorporation/Certificate of Organization
- Exhibit B: Asset Purchase Agreement
- Exhibit C: Service Area
- Exhibit D: NPDES Permit
- Exhibit E: Tariff and Certificate of Public Convenience
- Exhibit F: 2024 and 2025 Tax Returns- Monteforte Enterprises, Inc.
- Exhibit G: Operating License
- Exhibit H: Financial Statement of Todd Yurkovic
- Exhibit I: List of Customers

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT A

ARTICLES OF INCORPORATION FOR  
MONTEFORTE ENTERPRISES, INC.

CERTIFICATE OF ORGANIZATION FOR  
GIBSON ADVANCED SEWER, LLC

EXHIBIT A



1. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: N/A

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_.

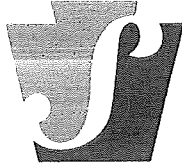
Irma Montelate  
(Signature)

[Signature]

James Montelate

Mary Joan Montelate  
(Signature)

Robert Montelate



**Pennsylvania Department of State**  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717.787.1057  
dos.pa.gov/BusinessCharities

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April 3, 2024

Gibson's Advanced Sewer LLC  
1714 LAYTON ROAD  
SCOTT TWP, PA 18447

**Entity Name:** Gibson's Advanced Sewer LLC  
**Entity File Date:** April 4, 2024  
**Entity Number:** 0013792528  
**Filing Type:** Domestic Limited Liability Company

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit [www.pa100.state.pa.us](http://www.pa100.state.pa.us) to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit [www.Business.pa.gov](http://www.Business.pa.gov) to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**CERTIFICATE OF ORGANIZATION -**  
**LIMITED LIABILITY COMPANY**  
 Fee: \$125

Pennsylvania Department of State  
**-FILED-**  
 File #: 0013792528  
 Date Filed: 4/4/2024

0672-2993 04/04/2024 8:00 AM Received by Pennsylvania Department of State

**DSCB:15-8821 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 8821 relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

Limited Liability Company Type					
Filing type	Domestic Limited Liability Company				
Limited liability company subtype	Limited Liability Company				
Limited Liability Company Name					
Entity name	Gibson's Advanced Sewer LLC				
Effective Date					
The filing shall be effective when filed with the Department of State					
Registered Office					
The address of this limited liability company's proposed registered office in this Commonwealth is					
1714 LAYTON ROAD SCOTT TWP, PA 18447  LACKAWANNA					
Organizers					
<table border="1"> <thead> <tr> <th>Name of individual or organization</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>Todd Yurkovic</td> <td>1714 LAYTON ROAD SCOTT TOWNSHIP, PA 18447</td> </tr> </tbody> </table>		Name of individual or organization	Address	Todd Yurkovic	1714 LAYTON ROAD SCOTT TOWNSHIP, PA 18447
Name of individual or organization	Address				
Todd Yurkovic	1714 LAYTON ROAD SCOTT TOWNSHIP, PA 18447				
Additional provisions, if any					
Additional provisions					
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)					
Electronic Signature					
IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization.					
<i>Todd Yurkovic</i>	04/03/2024				
_____ Todd Yurkovic	_____ Date				

EW  
 41-5359030

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT B

ASSET PURCHASE AGREEMENT

EXHIBIT B

ASSET PURCHASE AGREEMENT and  
AGREEMENT OF SALE FOR REAL ESTATE

THIS AGREEMENT, made this 16 day of April, 2026, by, between and among, MONTEFORTE ENTERPRISES, INC., 3039 State Route 492, New Milford, PA 18834 (hereinafter referred to as SELLER) and TMY, LLC (hereinafter referred to as REAL ESTATE PURCHASER), and GIBSON'S ADVANCED SEWER, LLC (hereinafter referred to as SEWER PLANT PURCHASER) represents as follows:

WHEREAS, SELLER is the owner of certain improved real estate located at 1491 Oliver Road, New Milford, PA 18834, identified in Susquehanna County Deed Book 573 Page 831 (hereinafter described in Exhibit A, and referred to as the Real Estate).

WHEREAS, SELLER is the owner of a waste water treatment facility, located on the Real Estate, which provides waste water treatment services within a one (1) mile radius of the Real Estate; said waster water treatment facility is registered with the Pa. Public Utilities Commission with a Public Utility Code of 230093, having been issued a Certificate of Public Convenience on November 30, 2001 (hereinafter referred to as SEWER PLANT).

WHEREAS, SELLER desires to sell to the REAL ESTATE PURCHASER, which desires to purchase from SELLER the surface rights only to REAL ESTATE. This sale does not include the Mineral, oil or gas rights to the REAL ESTATE. SELLER desires to sell to SEWER PLANT PURCHASER, which desires to purchase from SELLER the SEWER PLANT, in exchange for the consideration stated and in accordance with the terms set forth herein.

FOR GOOD AND LAWFUL CONSIDERATION, it is hereby agreed as follows:

1. Purchase Price: The overall financial consideration for the purchase of the Real Estate and the Sewer Plant is FIVE HUNDRED THOUSAND (\$500,000.00) Dollars, with the purchase price allocated as follows:
  - a) \$ 200,000.00 for the purchase of the REAL ESTATE; and
  - b) \$ 300,000.00 for the purchase of the SEWER PLANT.
  - c) A deposit of \$ 50,000.00 is hereby paid at the signing of this Agreement, which shall be applied toward the purchase price of the REAL ESTATE at the time of final settlement.

2. Non-Real Estate Assets: The Sewer Plant assets, which do not constitute real estate or improvements, are set forth in Exhibit B, attached hereto and incorporated herein.

3. PUC APPROVAL OF SALE:

- a) SELLER and BUYER understand that this transaction is contingent upon the PA Public Utility Commission approving the transaction, and issuing the BUYER a Certificate of Public Convenience in Buyer's name for the SEWER PLANT.
- b) Upon the signing of the Agreement and payment of the deposit referenced in Paragraph 1 (c), the parties will work together to prepare and submit a Joint Application to the PA Public Utility Commission for approval of the transfer.
- c) SELLER and BUYER will cooperate in completing application materials, taking such steps to qualify and obtain required certifications in order to operate the SEWER PLANT.

4. EXISTING AND FUTURE ENCUMBRANCES:

a) The REAL ESTATE is to be conveyed at time of final settlement by special warranty deed, free and clear of all liens, reservations, restrictions, encumbrances and easements except, however, those, if any, which are of record immediately prior to execution of this Agreement or which a physical inspection or competent survey of the REAL ESTATE would disclose.

b) Title to the premises shall be good and marketable, such as would be insurable by a reputable title insurance company at regular rates. In the event title to the premises is not good and marketable, or such as would be insurable by a reputable title insurance company at regular rates, then the Buyer shall have the option of terminating this agreement and the Seller shall refund all sums paid as a deposit on account of this agreement.

5. POSSESSION: Possession of the REAL ESTATE and SEWER PLANT shall be given to Buyer at the time of settlement, provided Buyer fulfill the terms of and their obligations under this agreement.
6. FINAL SETTLEMENT: If the Buyer(s) discharge(s) all of his/her/their obligations hereunder, the Seller(s) shall convey title to the Buyer(s) on or before the thirtieth (30<sup>th</sup>) day following approval by the PA Public Utility Commission of the transfer, and issuance of Certificate of Public Convenience to the Buyer. The date and time of settlement is of the essence.
7. MORTGAGE CONTINGENCY: This agreement is contingent upon Buyers obtaining mortgage financing upon terms and conditions typical of a commercial transaction. In the event Buyer is unable to obtain financing terms, the Buyer shall have the option to terminate this agreement and be refunded all sums paid on account hereof.
8. REAL ESTATE TAXES AND ASSESSMENTS:  
Real Estate Taxes, sewer fees, municipal fees and any governmental or community association assessments shall be prorated to the date of settlement. County/Municipal Taxes, sewer fees, and municipal assessments shall be prorated on a calendar year (January - December) basis. School District Taxes shall be prorated on a fiscal (July-June) basis.
9. MAINTENANCE AND RISK OF LOSS: The Seller(s) shall maintain the premises in its present condition, normal wear and tear excepted. The Seller(s) shall bear risk of loss from fire or other casualties until time of settlement.
10. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer that as of the date of this agreement and/or as of the settlement date:
  - a) Seller is able to provide at the time of Closing, good and marketable title to the premises as such as would be insured by a reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania, at regular rates;
  - b) Seller has the absolute and sole right to sell the Premises to Buyer, without the consent or intervention of any court, agency or any other person, and has the full power and authority to make, execute and deliver this Agreement and to consummate all of the transactions contemplated by this agreement;

c) Seller represents that there are no estate or inheritance taxes due. To the extent that such taxes are applicable to this transaction, Seller represents that at the time of settlement there shall be no estate or inheritance taxes due, and that from the proceeds due to Seller shall be deducted an amount calculated to be the estate and/or inheritance tax liability pertaining to this transaction, unless Seller can provide evidence that there are no additional inheritance or estate taxes due.

d) The Seller is not aware of any, and there are no, judgments, liens or encumbrances naming the Seller as a defendant or person obligated, which may constitute a lien or encumbrance on the premises;

e) Seller is not a party to any action or legal proceeding nor has Seller received notice of any proceeding alleging a violation of any federal, state or municipal statute, ordinance, law or regulation with respect to the Premises; and

f) Consummation of the transactions contemplated by this Agreement will not violate or result in a breach of or constitute a default under any provision of any indenture, mortgage, lease, lease consent, agreement, contract, decree, instrument, order, judgment, ordinance, regulation or any other restriction of any kind or character to which Seller or the premises is subject or by which Seller or the premises is bound.

**11. SELLER(S) DEFAULT:** In the event that the Seller(s) is/are unable to give title to the Buyer(s) as set forth above, the Buyer(s) shall have the option of taking such title as the Seller(s) can give, or of being repaid all monies paid on account by the Buyer(s) to the Seller(s), and in such event, there shall be no further liability or obligation by either of the parties, one to the other, and this Agreement shall become null and void and have no effect.

**12. REPRESENTATION AND WARRANTIES OF BUYER:**

Buyers have the full power and authority to make, execute and deliver this Agreement and to consummate all of the transactions contemplated under and by the terms and provisions of this Agreement.

**13. BUYER(S) DEFAULT:** Payment of all monies becoming due hereunder by the Buyer(s) and the performance of all covenants and conditions of this Agreement to be kept and performed by the Buyer(s) are conditions precedent to the performance by the Seller(s) of the covenants or conditions of this Agreement on his/her/their part to be performed, the

Sellers shall give written notice to the Buyer of such default and upon such failure of the Buyer to cure such default within a period of ten (10) days after the giving of said written notice, the Seller(s) may at its option, declare the Agreement terminated, and all rights and obligations under this Agreement shall cease and terminate, and all payments made by the Buyer(s) shall be retained by the Seller(s), and both parties shall thereafter have no obligation or liability to the other.

14. **INSPECTIONS:** At the signing of this Agreement, the Seller does hereby represent and hold out that it is not aware of any negative or substandard conditions pertaining to the premises, and in particular to the structural integrity of any building(s), which may be on the Premises or the quality and good working order of the plumbing, sewer, electrical and heating systems, water and air quality of the premises. To the best of the Seller's knowledge there is no lead based paint on the premises, radon gas problems, or water seepage problems on the premises. To the extent there are any substandard condition, or any other problems with the premises that the Seller has knowledge of, then Seller shall provide Buyer with written notice of same within 10 days from the date Seller signs this agreement. The Buyer(s) agree(s) to be responsible for the ordering of any desired inspections and to be solely liable for any fee for said inspection. Should the result of said inspection(s) be unacceptable, to the Buyer(s), Buyer(s) shall notify the Seller of said inspection results, and request that Seller undertake remedial measures to correct said conditions, at Seller's expense. If the Sellers are unwilling to take such remedial action, or pay for same, or if the parties hereto are unable to reach an agreement with regard to any necessary treatment or remedial measures, the Buyer(s) has/have the option of declaring this Agreement null and void, in which case all deposit money, shall be returned to the Buyer(s). The Buyer(s) shall have a period of twenty five (25) days from the execution date of this agreement to complete any inspections it shall desire relative to the premises.
15. **APPRAISAL:** In the event that the Buyer(s) lender requires an appraisal of the premises, the Seller(s) shall cooperate by allowing said appraisal to be made. The Buyer(s) shall be solely responsible for any costs incurred for same.
16. **Realty Transfer Taxes:** All realty transfer taxes shall be shared equally between the parties at the time of settlement.

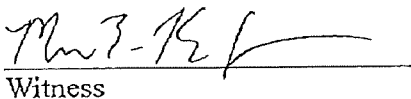
17. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the Seller(s) and Buyer(s) and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. The provisions of this Agreement supersede any and all prior writings between the parties. Any changes or additions to this Agreement must be made in writing and executed by the parties hereto.
18. ASSIGNABILITY: The parties hereto shall not assign all or part of his/her/their interest under this Agreement without the express written consent of the other party, except that Buyer shall have full right at any time to assign his rights and obligations to any other person or entity.
19. HEIRS AND ASSIGNS: The said parties hereby bind themselves, their heirs, executors, administrators and assigns for the faithful performance of this Agreement as set forth above.
20. TIME IS OF THE ESSENCE: Time is hereby declared to be of the essence in all respects of this Agreement.
21. BROKER: The parties agree and represent that there are no brokerage, realtor or other fees or commissions due to any persons or entities as a consequence of this Agreement or its performances. Each party agrees to indemnify and hold harmless each other from any claims, lawsuits or costs incurred by a party, including attorneys fees, for any claims for such a fee or a commission made by any third party against either party because of the actions or inactions of the other party.
22. WAIVER OF FORMAL TENDER: Formal tender of an executed deed and the purchase price is waived by the parties.
23. Notices: All notices sent or required by this agreement shall be in writing and sent by registered or certified mail, return receipt requested to the addresses of the parties set forth at the beginning of this agreement.
24. NO FILING: Neither this Agreement, or any addendums or counterparts hereto, shall be filed in the Office of Recorder of Deeds of Susquehanna County or any other county, municipal or state office of the Commonwealth of Pennsylvania or otherwise.

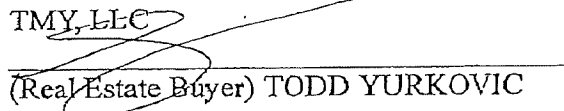
25. COUNTERPARTS: This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed an original, buy all of which together shall constitute one and the same instrument.
26. GOVERNING LAWS: This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
27. ZONING/PERMITTING CONTINGENCY: This Agreement is contingent upon the Buyers being able to secure all necessary approvals for use as a sewage treatment plant. In the event said approvals have not been approved, then the parties agree that Buyer may terminate this agreement.
28. MINERAL RIGHTS: This transaction includes the transfer or sale of the mineral, coal, oil or gas rights to the REAL ESTATE.
29. IRENO MONTEFORTE CONSULTANCY: Commencing on the Closing Date of this transaction, and continuing for a period not to exceed six months therefrom, IRENO MONTEFORTE does hereby agree to serve as a consultant and advisor to the Buyer in the operations of the sewer plant. IRENO MONTEFORTE agrees that he shall not charge a fee for this service, and that it is additional consideration for the sale.

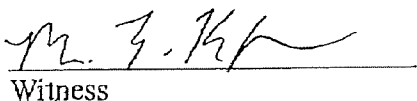
**IN WITNESS WHEREOF**, the parties hereto with intent to be legally bound have hereunto set their hands and seals the day and year first written.

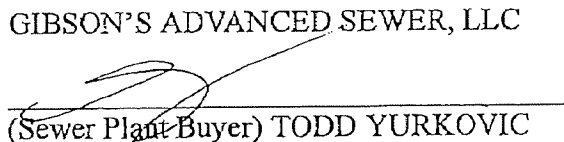
  
Witness

MONTEFORTE ENTERPRISES, INC.  
  
(Seller) IRENO MONTEFORTE, President

  
Witness

TMY, LLC  
  
(Real Estate Buyer) TODD YURKOVIC

  
Witness

GIBSON'S ADVANCED SEWER, LLC  
  
(Sewer Plant Buyer) TODD YURKOVIC

**EXHIBIT B**

Non Real Estate Assets

Sewer Plant

1. 60,000 gallon per day sequencing batch reactor waste water treatment plant
2. 1- comminutor
3. 1- 15,000 gallon surge tanks
4. 2- 33,366 gallon sequencing batch reactors
5. 2- 6,500 sludge holding tanks
6. 1- 4,500 gallon chlorine contact tank
7. Various electrical control facilities
8. Various appurtenant equipment housed in the treatment building
9. 750 linear feet of 8 inch PVC collection main
10. 1,000 linear feet of 8 inch effluent discharge line
11. On site service well
12. 4-off site monitoring wells, located at various locations in service area
13. Any and all such infrastructure located on or off the premises, used in the collection, carrying and processing of sewage, and testing in respect thereto.

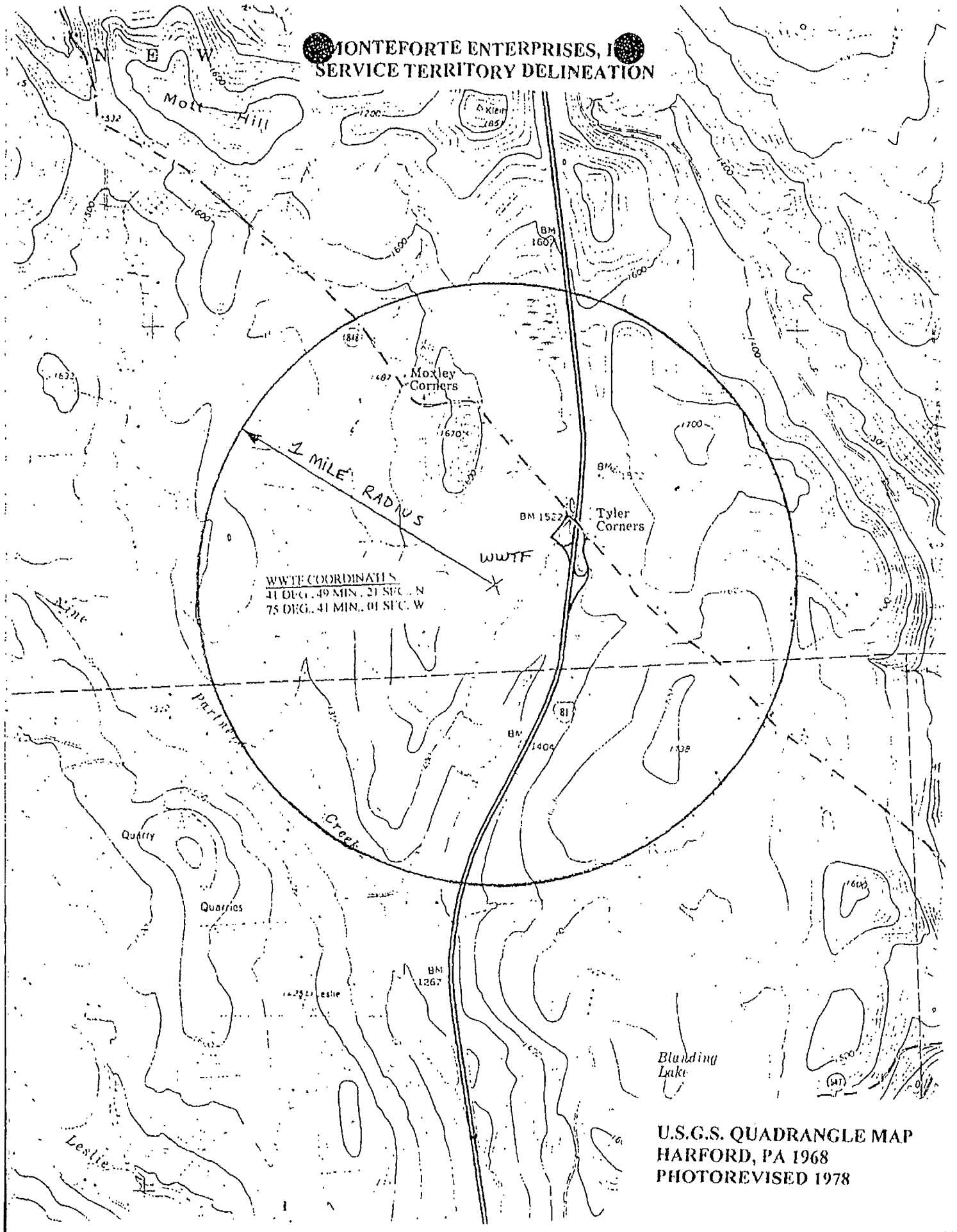
JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT C

SERVICE AREA

EXHIBIT C

MONTEFORTE ENTERPRISES, I  
SERVICE TERRITORY DELINEATION



WWTF COORDINATES  
41 DEG. 49 MIN. 21 SEC. N  
75 DEG. 41 MIN. 01 SEC. W

Blinding  
Lake

U.S.G.S. QUADRANGLE MAP  
HARFORD, PA 1968  
PHOTOREVISED 1978



JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT D

NPDES PERMIT

EXHIBIT D



# AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL SEWAGE TREATMENT WORKS

NPDES PERMIT NO: PA0063401

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Monteforte Enterprises, Inc.  
1491 Oliver Road  
New Milford, PA 18834-7516

is authorized to discharge from a facility known as **Monteforte Enterprises, Inc. Wastewater Treatment Facility**, located in **New Milford Township, Susquehanna County**, to **Unnamed Tributary to Nine Partners Creek** in Watershed(s) in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON February 1, 2025

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON January 31, 2030

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d)(2))

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code §§ 92a.7(f)(1))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

AD January 21, 2025

ISSUED BY Amy M. Bellanca

Amy M. Bellanca, P.E.  
Environmental Program Manager  
Northeast Regional Office

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT E

TARIFF AND  
CERTIFICATE OF PUBLIC CONVENIENCE

EXHIBIT E

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-230093

Application of Monteforte Enterprises, Inc., for approval of the right to begin to offer, render, furnish or supply wastewater service, to the public, in a portion of New Milford Township, Susquehanna County, Pennsylvania.

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

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 30th day of November 2001.

*James F. ...*

Secretary

DEC 20 2001

RAYMOND A HASSEY ESQUIRE  
304 WILKES-BARRE TWP BOULEVARD  
WILKES-BARRE PA 18702

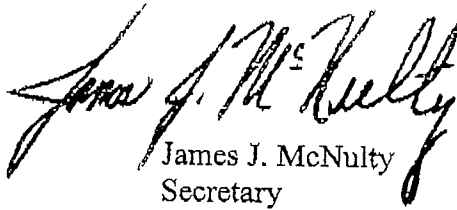
Monteforte Enterprises, Inc. Filed Supplement No. 3 to Tariff Wastewater – Pa.  
P.U.C. No. 2 for the purpose of Revising Rules and Regulations Relating to  
Customer Service Requirements

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on July 17, 2008 adopted an Order in the above entitled proceeding.

An Order has been enclosed for your records.

Very truly yours,

  
James J. McNulty  
Secretary

Encls  
Cert. Mail  
MH

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

Public Meeting held July 17, 2008

Commissioners Present:

James H. Cawley, Vice Chairman  
Robert F. Powelson  
Tyrone J. Christy  
Kim Pizzingrilli  
Wayne E. Gardner , Absent

Monteforte Enterprises, Inc. Filed Supplement  
No.3 to Tariff Wastewater - Pa. P.U.C. No. 2 for  
the purpose of Revising Rules and Regulations  
Relating to Customer Service Requirements.

Docket Number:  
R-2008-2038570

**ORDER**

**BY THE COMMISSION:**

By this Supplement No. 3 to Tariff Wastewater - Pa. P.U.C. No. 2 filed on April 28, 2008, to be effective on June 23, 2008, but voluntarily postponed until July 23, 2008, Monteforte Enterprises, Inc. (Company), RR#2, Box 34A, New Milford, PA 18834, seeks Commission approval to revise its tariff rules and regulations, and to implement several new service charges. Also on April 28, 2008, the Company filed its customer notice and certificate of service. To date, no complaints have been received. On June 11, 2008, the Company filed Supplement No. 4 which voluntarily postponed its effective date to July 23, 2008.

The Company received a Certificate of Public Convenience to provide wastewater service to the public in a portion of New Milford Township, Susquehanna County by an Order entered on December 3, 2001, at Docket No.

A-230093. This Order compelled the Company to file an initial tariff identical to that filed with the Application. The Company adopted the Model Wastewater Tariff, found on the Commission's web site, with no significant changes. On January 2, 2002, the Company filed Tariff Wastewater - Pa. P.U.C. No. 1 with an effective date of January 3, 2002.

The Company started operation of a small 60,000-gallon per day wastewater treatment plant and collection system in the fall of 2001. As the Company has gained experience in the operation of its wastewater treatment system, it has found certain sections of the Model Wastewater Tariff not to be applicable to certain situations. Nonresidential customers (commercial and industrial) can discharge wastewater that is difficult and expensive to properly treat when compared to domestic sanitary wastewater.

On July 10, 2002, the Company filed Supplement No. 1 to Tariff Wastewater - Pa. P.U.C. No. 1 in an attempt to make the tariff more suitable to its unique and special needs. Upon review of the proposed changes in Supplement No. 1, it became apparent that it would be necessary to replace the original tariff with a new tariff.

On September 9, 2002, Tariff Wastewater - Pa. P.U.C. No. 2, with a letter formally withdrawing Supplement No. 1 to Tariff Wastewater - Pa. P.U.C. No. 1, was filed and subsequently approved by the Commission on October 24, 2002.

As previously mentioned, the Company's plant was designed to treat domestic strength sanitary wastewater and is permitted to discharge to the waters of the Commonwealth under the National Pollutant Discharge Elimination System

(NPDES). The Department of Environmental Protection (DEP) regulates the NPDES program in the Commonwealth.

Since that time, the Company has had to spend extraordinary time and money to address the effects of influent wastewater that could result in violation of its NPDES Permit. A NPDES permit does not constitute authorization to construct or make modifications to the wastewater treatment facilities. Therefore, the Company must have in place rules and regulations that restrict the type of wastewater its customers can discharge into the treatment system.

The Company's proposed tariff changes to its rules and regulations are to prevent further operational problems from occurring. The changes include additional language addressing prohibitive waste discharges components; such as: clothing, undergarments, hand towels, plastic bottles, cans, utensils and shoes.

The Company's current tariff has a penalty of \$500 per day for contamination events; as well as, \$100 per day penalty for improper infiltration and/or inflows.

Also, the Company has made provisions for any customer, who after proper notification, by act or omission, willfully, recklessly or negligently fails to comply with the Company's direction to (a) cease and prevent the discharge of prohibited water into the system or (b) install a grinder device or such other device to prevent prohibited discharge within ninety (90) days or will be subject to a \$2,500 penalty, plus an additional \$150 or a total of \$650 for each day thereafter until the situation is rectified.

Based upon a thorough review of Supplement No. 4, we find that the provisions of this Supplement, as proposed by the Company, do not appear to be unjust, unlawful or unreasonable; **THEREFORE,**

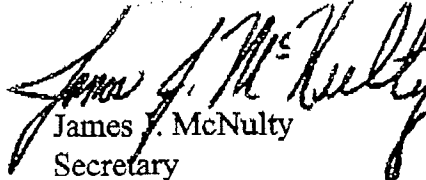
**IT IS ORDERED:**

1. That Supplement No. 4 to Tariff Wastewater - Pa. P.U.C. No. 2 is hereby approved to be effective on July 23, 2008.

2. That this Order is without prejudice to any Formal Complaints timely filed against the Company's proposed tariff changes.

3. That a copy of this Order shall be served upon the Company, the Office of Trial Staff, the Office of Consumer Advocate, the Office of Small Business Advocate, the DEP's Northeast Regional Office and any persons who have filed Formal Complaints against the Company's proposed tariff.

**BY THE COMMISSION,**

  
James J. McNulty  
Secretary

(SEAL)

ORDER ADOPTED: July 17, 2008

ORDER ENTERED: JUL 17 2008

**MONTEFORTE ENTERPRISES, INC.**

**RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT  
AND/OR DISPOSAL SERVICE TO THE PUBLIC IN  
A PORTION OF THE TOWNSHIP OF NEW MILFORD,  
SUSQUEHANNA COUNTY, PENNSYLVANIA**

BY: Mr. Ireo Monteforte, President  
Monteforte Enterprises, Inc.  
RR # 2, Box 34A  
New Milford, PA 18834

**ISSUED: April 24, 2008**

**EFFECTIVE: June 23, 2008**

**THIS SUPPLEMENT VOLUNTARILY POSTPONES THE EFFECTIVE DATE TO JULY 23, 2008.**

LIST OF CHANGES

Change all incidents of the word “fine” in Part I: Schedule of Rates and Charges in Section D – Charge for Prohibited Infiltration/Inflow Waters to the word “penalty” - Second Revised Page No. 6, Canceling First Revised No. 6..

Add language to Part I: Schedule of Rates and Charges, Section E – Charges for Failure to Cleanup and Remedy Prohibited Discharges to provide for further remedy by the Company for failure by the Customer to properly treat and/or cleanup prohibited discharges after receiving proper notice – Second Revised Page No. 6, Canceling First Revised No. 6.

Change five incidents of the word “fine” in Part I: Schedule of Rates and Charges in Section E – Charges for Failure to Cleanup and Remedy Prohibited Discharges to the word “penalty” - Second Revised Page No. 6, Canceling First Revised Page No. 6.

Add language to Part III: Rules and Regulations, Section F – Wastewater Control Regulations, Item 2 – Prohibited Waste Discharge (e) to elaborate on definition of prohibited wastes - First Revised Page No. 19, Canceling Original Page No. 19.

Add Section (s) to Part III: Rules and Regulations, Section F – Wastewater Control Regulations, Item 2 – Prohibited Waste Discharge to define Company’s rights to remedial action when prohibited waste has been discharged into the system - Second Revised Page No. 20, Canceling First Revised Page No. 20.

Correct the typographical errors in subparagraph (q) to 32 ° and 104 °- Second Revised Page No. 20, Canceling First Revised Page No. 20.

Add Original Page No. 20A to make room for Section (s) to Part III: Rules and Regulations, Section F – Wastewater Control Regulations, Item 2 – Prohibited Waste Discharge

Delete the word “fines” in Paragraph 7. Responsibility for Damages Caused by Prohibited Infiltration/Inflow Water, - First Revised Page No. 21, Canceling Original Page No. 21

Delete the words “Fines and” from title to Part III: Rules and Regulations, Section F – Wastewater Control Regulations, Item 11 and delete all other incidents of the word “fine” or “fines” from this page – First Revised Page No. 21, Canceling Original Page No. 23.

**ISSUED:** April 24, 2008

**EFFECTIVE:** June 23, 2008

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**ISSUED:** April 24, 2008

**EFFECTIVE:** June 23, 2008

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**(C)** – Indicates change  
**(I)** – Indicates increase

**ISSUED:** April 24, 2008

**EFFECTIVE:** June 23, 2008

STEVENS & LEE

A PROFESSIONAL CORPORATION

P. O. Box 11670  
Harrisburg, PA 17108-1670  
(717) 561-5242 Fax (717) 561-5207

ORIGINAL

Dial Direct: 717-561-5278  
Email: kz@stevenslee.com

December 31, 2001

James J. McNulty  
Secretary  
PA. Public Utility Commission  
Keystone Building  
P.O. Box 3265  
Harrisburg, PA.17105-3265

DOCUMENT  
FOLDER

REF

Re: Application of Monteforte Enterprises, Inc., Docket No. A-230093

Dear Secretary McNulty:

Please find enclosed on behalf of Monteforte Enterprises, Inc. the original of its Initial  
Tariff.

Should you have any questions or comments, please feel free to contact my office.

Sincerely,

STEVENS & LEE

*Kenneth Zielonis*  
Kenneth Zielonis

cc: File

SECRETARY'S BUREAU

02 JAN -2 PM 2:25

- Cherry Hill
- Harrisburg
- Lancaster
- Lehigh Valley
- Philadelphia
- Reading
- Scranton
- Valley Forge
- Wilkes-Barre
- Wilmington

A-230043

DRINK

SEBASTIAN'S BUREAU

02 JAN -2 PM 2:25

**MONTEFORTE ENTERPRISES, INC.**

**RATES, RULES AND REGULATIONS GOVERNING**

**THE PROVISION OF WASTEWATER COLLECTION, TREATMENT**

**AND/OR DISPOSAL SERVICE TO THE PUBLIC IN**

**A PORTION OF THE TOWNSHIP OF NEW MILFORD**

**SUSQUEHANNA COUNTY, PENNSYLVANIA**

DOCKETED  
JAN 02 2002

ISSUED: January 2, 2001

EFFECTIVE: January 3, 2001

BY: Mr. Ireneo Monteforte, President,  
 Monteforte Enterprises, Inc.  
 R.R. 2, Box 34A  
 New Milford, PA 18834  
 (570) 465-4567

DOCUMENT  
FOLDED

Issued: January 2, 2001

Effective: January 3, 2001

LIST OF CHANGES

Establish initial tariff.

---

Issued: January 2, 2001

Effective: January 3, 2001

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*PART I: SCHEDULE OF RATES AND CHARGES*

*Section A - Rates for Collection and Treatment Services*

1. Commercial/Industrial/Bulk Service:

Each customer connected to the Company's system and receiving service shall pay a charge of \$100.00 per month for each EDU. The Company shall determine the number of EDU's per customer upon application of the customer request for service. The development of number of EDU shall be based upon the criteria set forth and contained in its tariff at Part II, Definitions, paragraph 12 and 13, respectively. The Company may evaluate and or adjust charges if the commercial customer makes changes to its applied for and approved allotted number of EDU's. The charge shall apply irrespective of the amount of wastewater discharged.

*Section B. Returned Check Charge*

A charge of \$25.00 will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer bank for any reason.

*Section D - Service Termination or Resumption Rates*

The fee for shut-off or turn-on of service shall be \$50.00.

*PART II: DEFINITIONS*

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Annual Line Extension Cost: The sum of a Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff.
4. Bona Fide Service Applicant (for line extension purposes): A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
  - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
  - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
  - (c) the applicant is requesting special utility service.
5. Commission: The Pennsylvania Public Utility Commission.
6. Company: (Company Name)

7. Company Service Line: The wastewater line from the collection facilities of the Company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.
8. Customer: A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.
9. Customer Service Line: The wastewater line extending from the end of the Company service line or connection to the point of connection at the customer's premise.
10. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.
11. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.
12. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family, with an estimated typical daily demand of 400 gallons of wastewater per day (GPD).
13. Equivalent Dwelling Units (EDUs): For commercial, industrial, and/or bulk customer the EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code 73.17 divided by 400 GPD of wastewater. The 400 GPD is the typical Company estimated maximum daily wastewater flow as determined by its consulting engineers.
14. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.

15. Grinder pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
16. Line extension (for line extension purposes): An addition to the Company's main line which is necessary to serve the premises of a customer.
17. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
18. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
19. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
20. Operating and Maintenance Costs (for line extension purposes): The company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
21. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric or wastewater collection, treatment, or disposal for the public for compensation.
22. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
23. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and Delaware River Basin Commission (DRBC), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.

24. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
25. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in Section H, Part 2(e) of this tariff.
26. Storm Sewer: A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
27. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
28. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
29. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
30. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
31. Wastewater: A combination of the water-carried wastes from residences, together with such ground surface and storm water as may be present in sanitary sewers.

### *PART III: RULES AND REGULATIONS*

#### *Section A - Applications for Service*

1. Service Application Required: All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant.
2. Change in Ownership or Tenancy: A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. Application Forms: Application forms can be obtained at the Company's local business office, presently located at (Company's Business Office Address).
5. Temporary Service: In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the customer shall receive a credit for reasonable salvage value.

*Section B - Construction and Maintenance of Facilities*

1. Customer Service Line: The customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. The Company reserves the right to determine the size, kind and depth of customer service lines.
2. Separate Trench: The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer. All leaks in the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.
5. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

(b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

10. Individual Service Lines: Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's collection main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.
11. Connection to Company Mains: No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the curb.

*Section C - Discontinuance, Termination and Restoration of Service*

1. Discontinuance by Customer: Where a customer requests the Company to discontinue service, the following rules shall apply:
  - (a) A customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not begin to use nor cease to use wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
  - (b) Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection.

2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- (a) making an application for service that contains material misrepresentations;
  - (b) failure to repair leaks in pipes or fixtures;
  - (c) tampering with any service line, curb connection, or installing or maintaining any unauthorized connection;
  - (d) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;
  - (e) failure to pay, when due, any charges accruing under this tariff;
  - (f) discharge of any prohibited substance listed in Section F into the wastewater system;
  - (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
  - (h) material violation of any provisions of this tariff.
3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a turn-on charge and the curing of the problem that gave rise to the termination if under Rule 2.

*Section D - Billing and Collection*

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. Return Check Charges: The customer will be responsible for the payment of a charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank.
7. Disputed Bills: In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The

customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.

*Section E - Deposits*

1. Residential Customers:

- (a) New Applicants—The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

2. Nonresidential Customers:

- (a) New Applicants—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

*Section F - Wastewater Control Regulations*

1. General:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry condition.

2. Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:

- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
- (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
- (c) Wastes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
- (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
- (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g.,	
As C <sub>6</sub> H <sub>5</sub> OH	1.00 mg/l
Cyanides as CN	0.00 *
Cyanates as CNO	0.00 *

C.B.O.D. (5 day)	300.00	*
Iron as Fe	3.00	*
Trivalent Chromium as CR plus three	.05	*
Hexavalent Chromium as CR. plus six	.05	*
Nickel as Ni	.05	*
Copper as Cu	.50	*
Lead as Pb	0.50	*
Zinc as Zn	0.50	*
Mercury as Hg	0.00	*

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases, hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing toxic substance in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and

Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its subsequent updated version.

- (b) All measurements, test, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, test, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse Company for the costs of such repairs.

*Section G - Line Extensions*

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:
- (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the Company's annual line extension costs.
  - (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant may be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.
  - (c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:

$$X = [AR - OM] \text{ divided by } [I + D]; \text{ and,}$$

AR = the Company's annual revenue  
OM = the Company's operating and maintenance costs  
I = the Company's current debt ratio multiplied by the  
Company's weighted long-term debt cost rate  
D = the Company's current depreciation accrual rate

2. Customer advance financing, refunds and facilities on private property:

[Subsection (a) is for use by companies with gross annual receipts of \$10 million or more]

- (a) When a customer advance is required from a bona fide service applicant for service and the bona fide applicant is unable to advance the entire amount due, the Company shall either:
  - (i) Allow the applicant to pay the advance plus the financing costs equal to the Company's weighted cost of long-term debt, over a period of not less than three years; or
  - (ii) Provide information to the bona fide service applicant on financial institutions that may offer financing to the applicant for the main extension.
- (b) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.
- (c) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.
- (d) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.
- (e) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G Rule 1 (a) through (c) of this tariff do not apply to special utility service. By way

of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.

3. Requirement for Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.
4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which service was requested. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
6. Cost True-up: At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant

shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

#### *Section H - Service Continuity*

1. Regularity of Service: The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code '67.1 and as circumstances permit, notify customers to be affected by service interruptions.
2. Liability for Damages:
  - (a) Limitation of Damages for Service Interruptions—The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
  - (b) Responsibility for Customer Facilities—The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

#### *Section I - Waivers*

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

*Section J - Amendment of Commission Regulations*

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

*Section K. Industrial and Commercial Service Limitations.*

1. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.
2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
  - the existing wastewater treatment plant is unable to satisfactorily treat; or,
  - is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
  - is more costly to treat than typical domestic wastewater; or,
  - requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic waste water,

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.
4. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
  - (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
  - (b) mechanical action that will destroy the sewer structures;
  - (c) restriction of the hydraulic capacity of the sewer structures;
  - (d) restriction of the normal inspection or maintenance of the sewer structures;
  - (e) danger to public health and safety; or (f) obnoxious condition contrary to public interest.

*Section L. Privilege to Investigate/Right of Access*

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

A. 230093

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

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EXHIBIT I

REP

A-230093

DOCKETED

JAN 08 2002

MONTEFORTE ENTERPRISES, INC.

RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT  
AND/OR DISPOSAL SERVICE TO THE PUBLIC IN  
A PORTION OF THE TOWNSHIP OF NEW MILFORD  
SUSQUEHANNA COUNTY, PENNSYLVANIA

DOCUMENT  
FOLDED

ISSUED: (Issued Date)  
December -6-2001

EFFECTIVE: (Effective Date)  
December -7-2001

BY: Mr. Ireno Monteforte, President,  
Monteforte Enterprises, Inc.  
R.R. 2, Box 34A  
New Milford, PA 18834  
(570) 465-4567

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Issued: (Issued Date)  
December -6-2001

Effective: (Effective Date)  
December -7-2001

LIST OF CHANGES

Establish initial tariff.

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Issued: (Issued Date)  
December 6, 2001

Effective: (Effective Date)  
December 7, 2001

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Issued: (Issued Date)  
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*PART I: SCHEDULE OF RATES AND CHARGES*

*Section A - Rates for Collection and Treatment Services*

1. Commercial/Industrial/Bulk Service:

Each customer connected to the Company's system and receiving service shall pay a charge of \$100.00 per month for each EDU. The Company shall determine the number of EDU's per customer upon application of the customer request for service. The development of number of EDU shall be based upon the criteria set forth and contained in its tariff at Part II, Definitions, paragraph 12 and 13, respectively. The Company may evaluate and or adjust charges if the commercial customer makes changes to its applied for and approved allotted number of EDU's. The charge shall apply irrespective of the amount of wastewater discharged.

*Section B. Returned Check Charge*

A charge of \$25.00 will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer bank for any reason.

*Section D - Service Termination or Resumption Rates*

The fee for shut-off or turn-on of service shall be \$50.00.

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*PART II: DEFINITIONS*

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Annual Line Extension Cost: The sum of a Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff.
4. Bona Fide Service Applicant (for line extension purposes): A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
  - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
  - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
  - (c) the applicant is requesting special utility service.
5. Commission: The Pennsylvania Public Utility Commission.
6. Company: (Company Name)

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7. Company Service Line: The wastewater line from the collection facilities of the Company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.
8. Customer: A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.
9. Customer Service Line: The wastewater line extending from the end of the Company service line or connection to the point of connection at the customer's premise.
10. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.
11. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.
12. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family, with an estimated typical daily demand of 400 gallons of wastewater per day (GPD).
13. Equivalent Dwelling Units (EDUs): For commercial, industrial, and/or bulk customer the EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code 73.17 divided by 400 GPD of wastewater. The 400 GPD is the typical Company estimated maximum daily wastewater flow as determined by its consulting engineers.
14. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.

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15. Grinder pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
16. Line extension (for line extension purposes): An addition to the Company's main line which is necessary to serve the premises of a customer.
17. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
18. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
19. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
20. Operating and Maintenance Costs (for line extension purposes): The company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
21. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric or wastewater collection, treatment, or disposal for the public for compensation.
22. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
23. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and Delaware River Basin Commission (DRBC), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.

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24. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
25. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in Section H, Part 2(e) of this tariff.
26. Storm Sewer: A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
27. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
28. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
29. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
30. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
31. Wastewater: A combination of the water-carried wastes from residences, together with such ground surface and storm water as may be present in sanitary sewers.

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### *PART III: RULES AND REGULATIONS*

#### *Section A - Applications for Service*

1. Service Application Required: All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant.
2. Change in Ownership or Tenancy: A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. Application Forms: Application forms can be obtained at the Company's local business office, presently located at (Company's Business Office Address).
5. Temporary Service: In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the customer shall receive a credit for reasonable salvage value.

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*Section B - Construction and Maintenance of Facilities*

1. Customer Service Line: The customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. The Company reserves the right to determine the size, kind and depth of customer service lines.
2. Separate Trench: The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer. All leaks in the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.
5. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

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- (b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.
10. Individual Service Lines: Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's collection main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.
11. Connection to Company Mains: No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the curb.

*Section C - Discontinuance, Termination and Restoration of Service*

1. Discontinuance by Customer: Where a customer requests the Company to discontinue service, the following rules shall apply:
- (a) A customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not begin to use nor cease to use wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
- (b) Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection.

2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- (a) making an application for service that contains material misrepresentations;
  - (b) failure to repair leaks in pipes or fixtures;
  - (c) tampering with any service line, curb connection, or installing or maintaining any unauthorized connection;
  - (d) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;
  - (e) failure to pay, when due, any charges accruing under this tariff;
  - (f) discharge of any prohibited substance listed in Section F into the wastewater system;
  - (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
  - (h) material violation of any provisions of this tariff.
3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a turn-on charge and the curing of the problem that gave rise to the termination if under Rule 2.

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*Section D - Billing and Collection*

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. Return Check Charges: The customer will be responsible for the payment of a charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank.

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7. Disputed Bills: In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.

*Section E - Deposits*

1. Residential Customers:

- (a) New Applicants—The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions

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for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

2. Nonresidential Customers:

- (a) New Applicants—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

*Section F - Wastewater Control Regulations*

1. General:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry condition.

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2. Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:
- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
  - (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
  - (c) Washes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
  - (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
  - (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
  - (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
  - (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
  - (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

Substance

Maximum Permissible Concentration

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Phenolic Compounds, e.g.,

As C <sub>6</sub> H <sub>5</sub> OH	1.00 mg/l	
Cyanides as CN	0.00	<input checked="" type="checkbox"/>
Cyanates as CNO	0.00	<input checked="" type="checkbox"/>
C.B.O.D. (5 day)	300.00	<input checked="" type="checkbox"/>
Iron as Fe	3.00	<input checked="" type="checkbox"/>
Trivalent Chromium as CR plus three	.05	<input checked="" type="checkbox"/>
Hexavalent Chromium as CR. plus six	.05	<input checked="" type="checkbox"/>
Nickel as Ni	.05	<input checked="" type="checkbox"/>
Copper as Cu	.50	<input checked="" type="checkbox"/>
Lead as Pb	0.50	<input checked="" type="checkbox"/>
Zinc as Zn	0.50	<input checked="" type="checkbox"/>
Mercury as Hg	0.00	<input checked="" type="checkbox"/>

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plan or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases, hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing toxic substance in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

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- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its subsequent updated version.
- (b) All measurements, test, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, test, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be

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immediately reported to the Company and said customer shall reimburse Company for the costs of such repairs.

*Section G - Line Extensions*

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:
  - (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the Company's annual line extension costs.
  - (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant may be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.
  - (c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:  
  
$$X = [AR - OM] \text{ divided by } [I + D]; \text{ and,}$$

AR = the Company's annual revenue  
OM = the Company's operating and maintenance costs  
I = the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate  
D = the Company's current depreciation accrual rate
2. Customer advance financing, refunds and facilities on private property:

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[Subsection (a) is for use by companies with gross annual receipts of \$10 million or more]

- (a) When a customer advance is required from a bona fide service applicant for service and the bona fide applicant is unable to advance the entire amount due, the Company shall either:
  - (i) Allow the applicant to pay the advance plus the financing costs equal to the Company's weighted cost of long-term debt, over a period of not less than three years; or
  - (ii) Provide information to the bona fide service applicant on financial institutions that may offer financing to the applicant for the main extension.
  
- (b) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.
  
- (c) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.

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- (d) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.
  - (e) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G Rule 1 (a) through (c) of this tariff do not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.
3. Requirement for Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.
4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which service was

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requested. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.

6. Cost True-up: At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

#### *Section H - Service Continuity*

1. Regularity of Service: The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code '67.1 and as circumstances permit, notify customers to be affected by service interruptions.
2. Liability for Damages:
  - (a) Limitation of Damages for Service Interruptions—The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
  - (b) Responsibility for Customer Facilities—The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

#### *Section I - Waivers*

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Issued: (Issued Date)  
December 6, 2001

Effective: (Effective Date)  
December 7, 2001

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

*Section J - Amendment of Commission Regulations*

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

*Section K. Industrial and Commercial Service Limitations.*

1. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.
2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
  - the existing wastewater treatment plant is unable to satisfactorily treat; or,
  - is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
  - is more costly to treat than typical domestic wastewater; or,
  - requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic waste water,

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Issued: (Issued Date)  
December 6, 2001

Effective: (Effective Date)  
December 7, 2001

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.
4. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
  - (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
  - (b) mechanical action that will destroy the sewer structures;
  - (c) restriction of the hydraulic capacity of the sewer structures;
  - (d) restriction of the normal inspection or maintenance of the sewer structures;
  - (e) danger to public health and safety; or (f) obnoxious condition contrary to public interest.

*Section L. Privilege to Investigate/Right of Access*

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

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Issued: (Issued Date)  
December 6, 2001

Effective: (Effective Date)  
December 7, 2001

MWN

McNees Wallace & Nurick LLC  
attorneys at law

ORIGINAL

JAMES P. DOUGHERTY  
DIRECT DIAL: (717) 237-5249  
E-MAIL ADDRESS: JDOUGHERTY@MWN.COM

DOCUMENT  
FOLDER

September 26, 2002

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
The Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

VIA HAND DELIVERY

Re: Utilities, Inc. of Pennsylvania - Internet Posting of Tariff

Dear Secretary McNulty:

A-210093  
A-210094, A-230085, A-230013,

Attached on behalf of Utilities, Inc. of Pennsylvania is an Affidavit of Compliance with Public Utility Commission policies and procedures set forth in a letter dated 11/30/01 from Robert K. Wilson, Manager, Finance/Tariff Division, Bureau of Fixed Utility Services to all utilities having less than \$500,000 in annual gross revenues regarding Internet posting of tariffs. Utilities, Inc. of Pennsylvania's tariff is located at:

<http://www.mwn.com/tariffs/utilities/pennsylvania/index.htm>

Customer Service  
Utilities, Inc. of Pennsylvania  
1-800-860-4512

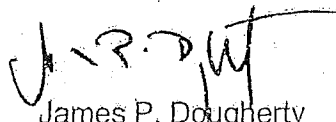
Please add the above link to the Public Utility Commission website. If you have any questions or require additional information, please contact us. Thank you.

09 SEP 27 11:11:08

SECRETARY'S BUREAU

Very truly yours,

McNEES WALLACE & NURICK LLC

By   
James P. Dougherty

Counsel to Utilities, Inc. of Pennsylvania

Enclosure  
JPD/lhe

c: Ms. J. Elaine McDonald, Bureau of Fixed Utility Services (w/Enclosure) (Via Hand Delivery)

(A382177)

PQ Box 1166 • 100 PINE STREET • HARRISBURG, PA 17108-1166 • TEL: 717.232.8000 • FAX: 717.237.5300 • WWW.MWN.COM

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69

AFFIDAVIT OF COMPLIANCE

02 SEP 27 AM 11: 02  
SECRETARY'S BUREAU

STATE OF PENNSYLVANIA :  
: ss:  
COUNTY OF DAUPHIN :

James P. Dougherty, Esq., being duly sworn according to law, deposes and says that he is counsel to Utilities, Inc. of Pennsylvania, and that in this capacity he is authorized to and does make this affidavit for them, and certifies that the current Utilities, Inc. of Pennsylvania wastewater tariff on the Internet is an accurate representation of the official Utilities, Inc. of Pennsylvania wastewater tariff on file with the Pennsylvania Public Utility Commission.

DOCUMENT  
FOLDER

J.P.D.  
James P. Dougherty, Esq.

SWORN TO and subscribed  
before me this 26<sup>th</sup> day  
of September, 2002.

DOCKETED  
DEC 02 2002

Mary A. Sipe  
Notary Public

NOTARIAL SEAL  
MARY A. SIPE, Notary Public  
Harrisburg, PA Dauphin County  
My Commission Expires March 19, 2005

(SEAL)

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT F

2024 AND 2025 TAX RETURNS  
MONTEFORTE ENTERPRISES, INC.

EXHIBIT F

U.S. Corporation Income Tax Return

For calendar year 2025 or tax year beginning , 2025, ending ,20

2025

Go to www.irs.gov/Form1120 for instructions and the latest information.

A Check if:

- 1a Consolidated return (attach Form 851)
b Life/nonlife consolidated return
2 Personal holding co. (attach Sch. PH)
3 Personal service corp. (see instrs.)

MONTEFORTE ENTERPRISES INC
1491 OLIVER ROAD
NEW MILFORD, PA 18834-7516

B Employer identification number

23-2764823

C Date incorporated

5/19/1994

D Total assets (see instructions)

\$ 184,459.

4 Schedule M-3 attached

E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

Table with columns for Income, Deductions, and Credits. Rows include: 1a Gross receipts or sales (146,443), 2 Cost of goods sold (7,200), 12 Compensation of officers (92,000), 26 Other deductions (32,902), 28 Taxable income before net operating loss deduction (-22,046), 30 Taxable income (-22,046).

Sign Here: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer: [Signature] Date: [Date] Title: President

Paid Preparer Use Only: Preparer's name: Maynard Upright, Preparer's signature: [Signature], Date: 3/28/26, Check self-employed: [X], PTIN: P00207396, Firm's name: Maynard C. Upright, CPA, Firm's address: 19657 STATE ROUTE 706, Montrose, PA 18801, Phone no.: (570) 278-3367

Schedule C	Dividends, Inclusions, and Special Deductions (see instructions)	(a) Dividends and inclusions	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock).....		50	
2	Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock).....		65	
3	Dividends on certain debt-financed stock of domestic and foreign corporations.....		See instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities.....		23.3	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities.....		26.7	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs.....		50	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs.....		65	
8	Dividends from wholly owned foreign subsidiaries.....		100	
9	<b>Subtotal.</b> Add lines 1 through 8. See instructions for limitations.....		See instructions	
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958.....		100	
11	Dividends from affiliated group members.....		100	
12	Dividends from certain FSCs.....		100	
13	Foreign-source portion of dividends received from a specified 10%-owned foreign corporation (excluding hybrid dividends) (see instructions).....		100	
14	Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, 12, or 13 (including any hybrid dividends).....			
15	Reserved for future use.....			
16a	Subpart F inclusions derived from the sale by a controlled foreign corporation (CFC) of the stock of a lower-tier foreign corporation treated as a dividend (attach Form(s) 5471) (see instructions).....		100	
b	Subpart F inclusions derived from hybrid dividends of tiered corporations (attach Form(s) 5471) (see instructions).....			
c	Other inclusions from CFCs under subpart F not included on line 16a, 16b, or 17 (attach Form(s) 5471) (see instructions).....			
17	Global Intangible Low-Taxed Income (GILTI) (attach Form(s) 5471 and Form 8992).....			
18	Gross-up for foreign taxes deemed paid.....			
19	IC-DISC and former DISC dividends not included on line 1, 2, or 3.....			
20	Other dividends.....			
21	Deduction for dividends paid on certain preferred stock of public utilities.....			
22	Section 250 deduction (attach Form 8993) (see instructions for limitations).....			
23	<b>Total dividends and inclusions</b> Add column (a), lines 9 through 20. Enter here and on page 1, line 4.....			
24	<b>Total special deductions</b> Add column (c), lines 9 through 22. Enter here and on page 1, line 29b.....		24	

**Schedule J Tax Computation and Payment** (see instructions)

1a	Income tax(see instructions)	1a	0.	
b	Tax from Form 1120-L (see instructions)	1b		
c	Section 1291 tax from Form 8621	1c		
d	Tax adjustment from Form 8978	1d		
e	Additional tax under section 197(f)	1e		
f	Base erosion minimum tax from Form 8991	1f		
g	Amount from Form 4255, Part I, line 3, column (q)	1g		
z	Other chapter 1 tax	1z		
2	Total income tax. Add lines 1a through 1z	2		
3	Corporate alternative minimum tax from Form 4626, Part II, line 13 (attach Form 4626)	3		
4	Add lines 2 and 3	4	0.	
5a	Foreign tax credit (attach Form 1118)	5a		
b	Credit from Form 8834 (see instructions)	5b		
c	General business credit (see instructions— attach Form 3800)	5c		
d	Credit for prior year minimum tax (attach Form 8827)	5d		
e	Bond credits from Form 8912	5e		
f	Adjustment from Form 8978	5f		
6	Total credits. Add lines 5a through 5f	6		
7	Subtract line 6 from line 4	7		
8	Personal holding company tax (attach Schedule PH (Form 1120))	8		
9a	Amount from Form 4255, Part I, line 3, column(r)	9a		
b	Recapture of low-income housing credit (attach Form 8611)	9b		
c	Completed long-term contract look-back interest due (attach Form 8697)	9c		
d	Interest due under the look-back method— income forecast method (attach Form 8866)	9d		
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e		
f	Interest/tax due under section 453A(c)	9f		
g	Interest/tax due under section 453(l)	9g		
z	Other (see instructions— attach statement)	9z		
10	Total. Add lines 9a through 9z	10		
11a	Total tax before deferred taxes. Add lines 7, 8, and 10	11a		
b	Deferred tax on the corporation's share of undistributed earnings of a qualified electing fund	11b		
c	Deferred LIFO recapture tax (section 1363(d))	11c		
12	Total tax. Subtract the sum of lines 11b and 11c from 11a. Enter here and on page 1, line 31	12	0.	
13	Preceding year's overpayment credited to the current year	13		
14	Current year's estimated tax payments	14		
15	Current year's refund applied for on Form 4466	15	( )	
16	Reserved for future use	16		
17	Tax deposited with Form 7004	17		
18	Withholding (see instructions)	18		
19	Total payments. Combine lines 13 through 18	19	0.	
20	Refundable credits from:			
a	Form 2439	20a		
b	Form 4136	20b		
c	Credit for tax withheld under chapter 3 or 4 from Form 1042-S, Form 8805, or Form 8288 (attach the applicable form)	20c		
z	Other (attach statement— see instructions)	20z		
21	Total credits. Add lines 20a through 20z	21		
22a	Elective payment election amount from Form 3800	22a		
b	Section 1062 applicable net tax liability. Enter amount from Form 1062, line 14	22b		
23	Total payments, credits, and section 1062 net tax liability. Add lines 19, 21, 22a, and 22b. Enter here and on page 1, line 33	23	0.	

Schedule K Other Information (see instructions)

- 1 Check accounting method: a  Cash b  Accrual c  Other (specify) \_\_\_\_\_
- 2 See the instructions and enter the:
  - a Business activity code no. 221300
  - b Business activity UTILITY
  - c Product or service SEWAGE
- 3 Is the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? ..... X  
If "Yes," enter name and EIN of the parent corporation \_\_\_\_\_
- 4 At the end of the tax year:
  - a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G) ..... X
  - b Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G) ..... X
- 5 At the end of the tax year, did the corporation:
  - a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851, Affiliations Schedule? For rules of constructive ownership, see instructions. .... X  
If "Yes," complete (i) through (iv) below.

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

- b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. .... X  
If "Yes," complete (i) through (iv) below.

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

- 6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316 ..... X  
If "Yes," file Form 5452, Corporate Report of Nondividend Distributions. See the instructions for Form 5452.  
If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.
- 7 At any time during this tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock? ..... X  
For rules of attribution, see section 318. If "Yes," enter:  
(a) Percentage owned \_\_\_\_\_ and (b) Owner's country \_\_\_\_\_  
(c) The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached \_\_\_\_\_
- 8 Check this box if the corporation issued publicly offered debt instruments with original issue discount .....   
If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.
- 9 Enter the amount of tax-exempt interest received or accrued during this tax year \$ \_\_\_\_\_ None
- 10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) 5
- 11 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here (see instructions). .....   
If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.
- 12 Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a). . . . \$ 234,035.

Schedule K Other Information (continued from page 4)

Table with 2 columns: Question, Yes, No. Contains 32 rows of tax-related questions and their corresponding 'Yes' or 'No' responses.

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		55,636.		60,903.
2a	Trade notes and accounts receivable				
	b Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	744,623.		744,623.	
	b Less accumulated depreciation	( 700,783.)	43,840.	( 725,490.)	19,133.
11a	Depletable assets				
	b Less accumulated depletion	( )		( )	
12	Land (net of any amortization)		104,422.		104,422.
13a	Intangible assets (amortizable only)	57,384.		57,384.	
	b Less accumulated amortization	( 57,384.)		( 57,384.)	
14	Other assets (attach statement) See St. 3				1.
15	Total assets		203,898.		184,459.
<b>Liabilities and Shareholders' Equity</b>					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach stmt) See St. 4		2,369.		4,976.
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock: a Preferred stock				
	b Common stock	8,000.	8,000.	8,000.	8,000.
23	Additional paid-in capital		501,185.		501,185.
24	Retained earnings — Approp (att stmt)				
25	Retained earnings — Unappropriated		-307,656.		-329,702.
26	Adjmt to shareholders' equity (att stmt)				
27	Less cost of treasury stock		( )		( )
28	Total liabilities and shareholders' equity		203,898.		184,459.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return		
Note: The corporation may be required to file Schedule M-3. See instructions.		
1	Net income (loss) per books	-22,046.
2	Federal income tax per books	
3	Excess of capital losses over capital gains	
4	Income subject to tax not recorded on books this year (itemize):	
5	Expenses recorded on books this year not deducted on this return (itemize):	
	a Depreciation \$	
	b Charitable contributions \$	
	c Travel & entertainment \$	
6	Add lines 1 through 5	-22,046.
7	Income recorded on books this year not included on this return (itemize):	
	Tax-exempt interest \$	
8	Deductions on this return not charged against book income this year (itemize):	
	a Depreciation \$	
	b Charitable contribns \$	
9	Add lines 7 and 8	0.
10	Income (page 1, line 28) — line 6 less line 9	-22,046.

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Schedule L, Line 25)		
1	Balance at beginning of year	-307,656.
2	Net income (loss) per books	-22,046.
3	Other increases (itemize):	
4	Add lines 1, 2, and 3	-329,702.
5	Distributions: a Cash	
	b Stock c Property	
6	Other decreases (itemize):	
7	Add lines 5 and 6	
8	Balance at end of year (line 4 less line 7)	-329,702.

### Cost of Goods Sold

Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.  
Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.

Name

**MONTEFORTE ENTERPRISES INC**

Employer identification number

**23-2764823**

1	Inventory at beginning of year.....	1	
2	Purchases.....	2	7,200.
3	Cost of labor.....	3	
4	Additional section 263A costs (attach schedule).....	4	
5	Other costs (attach schedule).....	5	
6	<b>Total.</b> Add lines 1 through 5.....	6	7,200.
7	Inventory at end of year.....	7	
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2, or the appropriate line of your tax return. See instructions.....	8	7,200.

**9 a** Check all methods used for valuing closing inventory. See instructions.

(i)  Cost

(ii)  Lower of cost or market

(iii)  Other (specify method used and attach explanation) \_\_\_\_\_

For certain small business taxpayers, alternative methods of accounting for inventories:

(iv)  Non-incident materials and supplies method

(v)  AFS method

(vi)  Non-AFS method

**b** Check if there was a writedown of subnormal goods.....

**c** Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970).....

**d** (i) If the LIFO inventory method was used for this tax year, enter amount of closing inventory figured under LIFO..... **9d(i)** \_\_\_\_\_

(ii) If the LIFO inventory method was used for this tax year, enter amount of the closing LIFO Reserve..... **9d(ii)** \_\_\_\_\_

**e** If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions.....  Yes  No

**f** Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation.....  Yes  No

**BAA For Paperwork Reduction Act Notice, see instructions.**

Depreciation and Amortization (Including Information on Listed Property)

2025

Department of the Treasury Internal Revenue Service

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

Attachment Sequence No. 179

Name(s) shown on return

MONTEFORTE ENTERPRISES INC

Identifying number

23-2764823

Business or activity to which this form relates

Form 1120

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 13 rows for Section 179 election. Columns include description of property, cost, elected cost, and various limitations. Total elected cost is 0.

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions)

Table with 3 rows for Special Depreciation Allowance. Columns include description and amount. Total amount is 0.

Part III MACRS Depreciation (Don't include listed property. See instructions)

Section A

Table with 2 rows for MACRS depreciation. Column 17 shows 24,707.

Section B - Assets Placed in Service During 2025 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction.

Section C - Assets Placed in Service During 2025 Tax Year Using the Alternative Depreciation System

Table with 6 columns: (a) Class life, (b) 12-year, (c) 30-year, (d) 40-year, (e) 50-year, (f) Method.

**Part IV Summary** (See instructions.)

21	Listed property. Enter amount from line 28.	21	
22	<b>Total.</b> Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations- see instructions.	22	24,707.
23a	For assets shown in Part III that are placed in service during the current tax year, and have costs capitalized under section 263A, enter the amount of the basis attributable to interest costs capitalized under section 263A(f).	23a	
b	For assets shown in Part III that are placed in service during the current tax year, and have costs capitalized under section 263A, enter the amount of the basis attributable to costs capitalized under section 263A other than interest costs capitalized under section 263A(f).	23b	

**Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A – Depreciation and Other Information** (Caution See the instructions for limits for passenger automobiles)

- 24a Do you have evidence to support the business/investment use claimed?  Yes  No
- b If "Yes," is the evidence written?  Yes  No
- c Do you own, lease, or charter an aircraft? Check all that apply. See instructions.  Own  Lease  Charter

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions.							25	
26 Property used more than 50% in a qualified business use:								
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21.							28	
29 Add amounts in column (i), line 26. Enter here and on line 7.								29

**Section B – Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (don't include commuting miles).												
31 Total commuting miles driven during the year.												
32 Total other personal (noncommuting) miles driven.												
33 Total miles driven during the year. Add lines 30 through 32.												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

**Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.) *(continued)*

**Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees wharen't more than 5% owners or related persons. See instructions.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees? .....		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners. ....		
39 Do you treat all use of vehicles by employees as personal use? .....		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received? .....		
41 Do you meet the requirements concerning qualified automobile demonstration use? See instructions .....		

**Note:** If your answer to 37, 38, 39, 40, or 41 is 'Yes,' don't complete Section B for the covered vehicles.

**Part VI Amortization**

	(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42	Amortization of costs that begins during your 2025 tax year (see instructions):					
43	Amortization of costs that began before your 2025 tax year .....					43
44	<b>Total.</b> Add amounts in column (f). See the instructions for where to report. ....					44

Client 15

MONTEFORTE ENTERPRISES INC

23-2764823

3/28/26

03:59PM

**Statement 1**  
**Form 1120, Line 26**  
**Other Deductions**

Auto and Truck.....	\$	1,037.
Chemicals.....		3,852.
Insurance.....		3,694.
Labs / Testing.....		7,185.
Legal and Professional.....		1,450.
Miscellaneous.....		370.
Supplies.....		433.
Telephone.....		1,679.
Training.....		711.
Utilities.....		12,491.
	Total \$	<u>32,902.</u>

**Statement 2**  
**Form 1120, Line 29a**  
**Net Operating Loss Deduction**

Carryover Generated From Year End 12/31/12	\$	16,237.	
Available for Carryover to 2025.....			16,237.
Carryover Generated From Year End 12/31/14	\$	16,179.	
Available for Carryover to 2025.....			16,179.
Carryover Generated From Year End 12/31/15	\$	35,315.	
Available for Carryover to 2025.....			35,315.
Carryover Generated From Year End 12/31/16	\$	25,646.	
Available for Carryover to 2025.....			25,646.
Carryover Generated From Year End 12/31/17	\$	20,091.	
Available for Carryover to 2025.....			20,091.
Carryover Generated From Year End 12/31/18	\$	27,055.	
Available for Carryover to 2025.....			27,055.
Carryover Generated From Year End 12/31/19	\$	20,415.	
Available for Carryover to 2025.....			20,415.
Carryover Generated From Year End 12/31/20	\$	22,752.	
Available for Carryover to 2025.....			22,752.

**Statement 2 (continued)**  
**Form 1120, Line 29a**  
**Net Operating Loss Deduction**

Carryover Generated From Year End	12/31/21	\$	16,523.	
Available for Carryover to 2025.....				16,523.
Carryover Generated From Year End	12/31/22	\$	5,312.	
Available for Carryover to 2025.....				5,312.
Carryover Generated From Year End	12/31/23	\$	159.	
Available for Carryover to 2025.....				159.
Carryover Generated From Year End	12/31/24	\$	28,351.	
Available for Carryover to 2025.....				28,351.
Net Operating Losses Available in 2025.....		\$		<u>234,035.</u>
Taxable Income.....				-22,046.
Total Net Operating Loss Deduction.....				<u><u>0.</u></u>

**Statement 3**  
**Form 1120, Schedule L, Line 14**  
**Other Assets**

	<u>Beginning</u>	<u>Ending</u>
Rounding.....	\$ 0.	\$ 1.
Total	<u>\$ 0.</u>	<u>\$ 1.</u>

**Statement 4**  
**Form 1120, Schedule L, Line 18**  
**Other Current Liabilities**

	<u>Beginning</u>	<u>Ending</u>
PAYROLL TAXES.....	\$ 2,369.	\$ 4,976.
Total	<u>\$ 2,369.</u>	<u>\$ 4,976.</u>

U.S. Corporation Income Tax Return

For calendar year 2024 or tax year beginning \_\_\_\_\_, 2024, ending \_\_\_\_\_, 20

2024

Go to www.irs.gov/Form1120for instructions and the latest information.

A Check if:

- 1a Consolidated return (attach Form 851)
b Life/nonlife consolidated return
2 Personal holding co. (attach Sch. PH)
3 Personal service corp. (see instrs)
4 Schedule M-3 attached

TYPE OR PRINT

MONTEFORTE ENTERPRISES INC
1491 OLIVER ROAD
NEW MILFORD, PA 18834-7516

B Employer identification number

23-2764823

C Date incorporated

5/19/1994

D Total assets (see instructions)

\$ 203,898.

E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

Table with columns for line numbers, descriptions (e.g., Gross receipts or sales, Deductions, Taxable income), and amounts. Includes sub-sections for Income, Deductions, and Credits/Refunds.

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below? See instructions.

[X] Yes [ ] No

Signature of officer

Date

President

Title

Paid Preparer Use Only

Print/Type preparer's name

Maynard Upright

Preparer's signature

Date

Check [X] if self-employed

PTIN

P00207396

Firm's name Maynard C. Upright, CPA

Firm's address 19657 STATE ROUTE 706

Montrose, PA 18801

Firm's EIN

Phone no. (570) 278-3367

<b>Schedule C</b> Dividends, Inclusions, and Special Deductions (see instructions)	<b>(a)</b> Dividends and inclusions	<b>(b)</b> Percentage	<b>(c)</b> Special deductions (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock) . . . . .		50	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock) . . . . .		65	
3 Dividends on certain debt-financed stock of domestic and foreign corporations . . . . .		See instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities . . . . .		23.3	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities . . . . .		26.7	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs . . . . .		50	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs . . . . .		65	
8 Dividends from wholly owned foreign subsidiaries . . . . .		100	
9 <b>Subtotal.</b> Add lines 1 through 8. See instructions for limitations . . . . .		See instructions	
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958 . . . . .		100	
11 Dividends from affiliated group members . . . . .		100	
12 Dividends from certain FSCs . . . . .		100	
13 Foreign-source portion of dividends received from a specified 10%-owned foreign corporation (excluding hybrid dividends) (see instructions) . . . . .		100	
14 Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, 12, or 13 (including any hybrid dividends) . . . . .			
15 Reserved for future use . . . . .			
16a Subpart F inclusions derived from the sale by a controlled foreign corporation (CFC) of the stock of a lower-tier foreign corporation treated as a dividend (attach Form(s) 5471) (see instructions) . . . . .		100	
b Subpart F inclusions derived from hybrid dividends of tiered corporations (attach Form(s) 5471) (see instructions) . . . . .			
c Other inclusions from CFCs under subpart F not included on line 16a, 16b, or 17 (attach Form(s) 5471) (see instructions) . . . . .			
17 Global Intangible Low-Taxed Income (GILTI) (attach Form(s) 5471 and Form 8992) . . . . .			
18 Gross-up for foreign taxes deemed paid . . . . .			
19 IC-DISC and former DISC dividends not included on line 1, 2, or 3 . . . . .			
20 Other dividends . . . . .			
21 Deduction for dividends paid on certain preferred stock of public utilities . . . . .			
22 Section 250 deduction (attach Form 8993) . . . . .			
23 <b>Total dividends and inclusions</b> Add column (a), lines 9 through 20. Enter here and on page 1, line 4 . . . . .			
24 <b>Total special deductions.</b> Add column (c), lines 9 through 22. Enter here and on page 1, line 29b . . . . .			

**Schedule J Tax Computation and Payment** (see instructions)

1 a	Income tax(see instructions)	1 a	0.	
b	Tax from Form 1120-L (see instructions)	1 b		
c	Section 1291 tax from Form 8621	1 c		
d	Tax adjustment from Form 8978	1 d		
e	Additional tax under section 197(f)	1 e		
f	Base erosion minimum tax from Form 8991	1 f		
g	Amount from Form 4255, Part I, line 3, column (g)	1 g		
z	Other chapter 1 tax	1 z		
2	Total income tax. Add lines 1a through 1z	2		
3	Corporate alternative minimum tax from Form 4626, Part II, line 13 (attach Form 4626)	3		
4	Add lines 2 and 3	4	0.	
5 a	Foreign tax credit (attach Form 1118)	5 a		
b	Credit from Form 8834 (see instructions)	5 b		
c	General business credit (see instructions— attach Form 3800)	5 c		
d	Credit for prior year minimum tax (attach Form 8827)	5 d		
e	Bond credits from Form 8912	5 e		
f	Adjustment from Form 8978	5 f		
6	Total credits. Add lines 5a through 5f	6		
7	Subtract line 6 from line 4	7		
8	Personal holding company tax (attach Schedule PH (Form 1120))	8		
9 a	Amount from Form 4255, Part I, line 3, column(r)	9 a		
b	Recapture of low-income housing credit (attach Form 8611)	9 b		
c	Completed long-term contract look-back interest due (attach Form 8697)	9 c		
d	Interest due under the look-back method— income forecast method (attach Form 8866)	9 d		
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9 e		
f	Interest/tax due under section 453A(c)	9 f		
g	Interest/tax due under section 453(l)	9 g		
z	Other (see instructions— attach statement)	9 z		
10	Total. Add lines 9a through 9z	10		
11 a	Total tax before deferred taxes. Add lines 7, 8, and 10	11 a		
b	Deferred tax on the corporation's share of undistributed earnings of a qualified electing fund	11 b		
c	Deferred LIFO recapture tax (section 1363(d))	11 c		
12	Total tax. Subtract the sum of lines 11b and 11c from 11a. Enter here and on page 1, line 31	12	0.	
13	Preceding year's overpayment credited to the current year	13		
14	Current year's estimated tax payments	14		
15	Current year's refund applied for on Form 4466	15	( )	
16	Reserved for future use	16		
17	Tax deposited with Form 7004	17		
18	Withholding (see instructions)	18		
19	Total payments. Combine lines 13 through 18	19	0.	
20	Refundable credits from:			
a	Form 2439	20 a		
b	Form 4136	20 b		
c	Credit for tax withheld under chapter 3 or 4 from Form 1042-S, Form 8805, or Form 8288 (attach the applicable form)	20 c		
z	Other (attach statement— see instructions)	20 z		
21	Total credits. Add lines 20a through 20z	21		
22	Elective payment election amount from Form 3800	22		
23	Total payments and credits. Add lines 19, 21, and 22. Enter here and on page 1, line 33	23	0.	

**Schedule K Other Information** (see instructions)

- 1 Check accounting method: **a**  Cash    **b**  Accrual    **c**  Other (specify) \_\_\_\_\_
- 2 See the instructions and enter the:
  - a** Business activity code no. 221300
  - b** Business activity UTILITY
  - c** Product or service SEWAGE
- 3 Is the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? ..... **X**  
If "Yes," enter name and EIN of the parent corporation \_\_\_\_\_
- 4 At the end of the tax year:
  - a** Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G) ..... **X**
  - b** Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G) ..... **X**
- 5 At the end of the tax year, did the corporation:
  - a** Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on **Form 851**, Affiliations Schedule? For rules of constructive ownership, see instructions. .... **X**  
If "Yes," complete (i) through (iv) below.

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

- b** Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. .... **X**  
If "Yes," complete (i) through (iv) below.

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

- 6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316 ..... **X**  
If "Yes," file **Form 5452**, Corporate Report of Nondividend Distributions. See the instructions for Form 5452.  
If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.
- 7 At any time during this tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock? For rules of attribution, see section 318. If "Yes," enter:
  - (a) Percentage owned \_\_\_\_\_ and (b) Owner's country \_\_\_\_\_
  - (c) The corporation may have to file **Form 5472**, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached \_\_\_\_\_
- 8 Check this box if the corporation issued publicly offered debt instruments with original issue discount .....   
If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.
- 9 Enter the amount of tax-exempt interest received or accrued during this tax year \$ \_\_\_\_\_ **None**
- 10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) 5
- 11 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here (see instructions) .....   
If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.
- 12 Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a) . . . . \$ 205,684.

Schedule K Other Information (continued from page 4)

Table with 2 columns: Question (13-31) and Yes/No checkboxes. Includes questions about receipts, assets, tax positions, ownership changes, and Form 7208 filing requirements.

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		65,724.		55,636.
2a	Trade notes and accounts receivable				
	b Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	744,623.		744,623.	
	b Less accumulated depreciation	( 676,076.)	68,547.	( 700,783.)	43,840.
11a	Depletable assets				
	b Less accumulated depletion	( )		( )	
12	Land (net of any amortization)		104,422.		104,422.
13a	Intangible assets (amortizable only)	57,384.		57,384.	
	b Less accumulated amortization	( 57,384.)		( 57,384.)	
14	Other assets (attach statement)				
15	<b>Total assets</b>		<b>238,693.</b>		<b>203,898.</b>
<b>Liabilities and Shareholders' Equity</b>					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach stmt) See St. 3		8,663.		2,369.
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock: a Preferred stock				
	b Common stock	8,000.	8,000.	8,000.	8,000.
23	Additional paid-in capital		501,185.		501,185.
24	Retained earnings - Approp (att stmt)				
25	Retained earnings - Unappropriated		-279,155.		-307,656.
26	Adjmt to shareholders' equity (att stmt)				
27	Less cost of treasury stock	( )		( )	
28	<b>Total liabilities and shareholders' equity</b>		<b>238,693.</b>		<b>203,898.</b>

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return**

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	-28,501.	7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books			Tax-exempt interest \$	
3	Excess of capital losses over capital gains				
4	Income subject to tax not recorded on books this year (itemize):				
5	Expenses recorded on books this year not deducted on this return (itemize):		8	Deductions on this return not charged against book income this year (itemize):	
	a Depreciation \$			a Depreciation \$	
	b Charitable contributions \$ 150.			b Charitable contribns \$	
	c Travel & entertainment \$				
		150.	9	Add lines 7 and 8	0.
6	Add lines 1 through 5	-28,351.	10	Income (page 1, line 28) - line 6 less line 9	-28,351.

**Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Schedule L, Line 25)**

1	Balance at beginning of year	-279,155.	5	Distributions:	
2	Net income (loss) per books	-28,501.		a Cash	
3	Other increases (itemize):			b Stock	
				c Property	
			6	Other decreases (itemize):	
4	Add lines 1, 2, and 3	-307,656.	7	Add lines 5 and 6	
			8	Balance at end of year (line 4 less line 7)	-307,656.

### Cost of Goods Sold

Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.  
Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.

Name

MONTEFORTE ENTERPRISES INC

Employer identification number

23-2764823

1	Inventory at beginning of year .....	1	
2	Purchases .....	2	9,500.
3	Cost of labor .....	3	
4	Additional section 263A costs (attach schedule) .....	4	
5	Other costs (attach schedule) .....	5	
6	<b>Total.</b> Add lines 1 through 5 .....	6	9,500.
7	Inventory at end of year .....	7	
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2, or the appropriate line of your tax return. See instructions .....	8	9,500.

9a Check all methods used for valuing closing inventory. See instructions.

(i)  Cost

(ii)  Lower of cost or market

(iii)  Other (specify method used and attach explanation) \_\_\_\_\_

For certain small business taxpayers, alternative methods of accounting for inventories:

(iv)  Non-incident materials and supplies method

(v)  AFS method

(vi)  Non-AFS method

b Check if there was a writedown of subnormal goods .....

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) .....

d (i) If the LIFO inventory method was used for this tax year, enter amount of closing inventory figured under LIFO ..... **9d(i)** \_\_\_\_\_

(ii) If the LIFO inventory method was used for this tax year, enter amount of the closing LIFO Reserve ..... **9d(ii)** \_\_\_\_\_

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions.....  Yes  No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation.....  Yes  No

**BAA For Paperwork Reduction Act Notice, see instructions.**

Depreciation and Amortization (Including Information on Listed Property)

2024

Department of the Treasury Internal Revenue Service

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

Attachment Sequence No. 179

Name(s) shown on return

MONTEFORTE ENTERPRISES INC

Identifying number 23-2764823

Business or activity to which this form relates

Form 1120

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 main rows for Section 179 election. Line 1: Maximum amount (1,220,000). Line 2: Total cost (3,050,000). Line 3: Threshold cost (3,050,000). Line 4: Reduction in limitation (0). Line 5: Dollar limitation (1,220,000). Line 6: Description of property, Cost, Elected cost. Line 7: Listed property (0). Line 8: Total elected cost (0). Line 9: Tentative deduction (0). Line 10: Carryover (61,140). Line 11: Business income limitation (0). Line 12: Section 179 expense deduction (0). Line 13: Carryover to 2025 (61,140).

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions)

Table with 3 rows for Part II. Line 14: Special depreciation allowance (0). Line 15: Property subject to section 168(f)(1) election (0). Line 16: Other depreciation (0).

Part III MACRS Depreciation (Don't include listed property. See instructions)

Section A

Table with 2 rows for Section A. Line 17: MACRS deductions for assets placed in service in tax years beginning before 2024 (24,707). Line 18: If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here.

Section B - Assets Placed in Service During 2024 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 19a-g (3-25 year property), h (Residential rental), i (Nonresidential real property).

Section C - Assets Placed in Service During 2024 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 20a (Class life), b (12-year), c (30-year), d (40-year).

Part IV Summary (See instructions.)

Table with 3 rows for Part IV. Line 21: Listed property (0). Line 22: Total (24,707). Line 23: For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs.

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution See the instructions for limits for passenger automobiles)

24a Do you have evidence to support the business/investment use claimed? Yes No 24b If 'Yes,' is the evidence written? Yes No

Table with 9 columns: (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost. Rows 25-29.

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

Table with 6 columns: (a) Vehicle 1, (b) Vehicle 2, (c) Vehicle 3, (d) Vehicle 4, (e) Vehicle 5, (f) Vehicle 6. Rows 30-36.

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons. See instructions.

Table with 2 columns: Yes, No. Rows 37-41.

Part VI Amortization

Table with 6 columns: (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year. Rows 42-44.

MONTEFORTE ENTERPRISES INC

23-2764823

Statement 1  
Form 1120, Line 26  
Other Deductions

Auto and Truck.....	\$	1,188.
Chemicals.....		5,371.
Insurance.....		3,578.
Labs / Testing.....		5,049.
Legal and Professional.....		2,896.
Miscellaneous.....		91.
Office Expense.....		697.
Supplies.....		388.
Utilities.....		13,469.
Total	\$	<u>32,727.</u>

Statement 2  
Form 1120, Line 29a  
Net Operating Loss Deduction

Carryover Generated From Year End 12/31/12	\$	16,237.	
Available for Carryover to 2024.....			16,237.
Carryover Generated From Year End 12/31/14	\$	16,179.	
Available for Carryover to 2024.....			16,179.
Carryover Generated From Year End 12/31/15	\$	35,315.	
Available for Carryover to 2024.....			35,315.
Carryover Generated From Year End 12/31/16	\$	25,646.	
Available for Carryover to 2024.....			25,646.
Carryover Generated From Year End 12/31/17	\$	20,091.	
Available for Carryover to 2024.....			20,091.
Carryover Generated From Year End 12/31/18	\$	27,055.	
Available for Carryover to 2024.....			27,055.
Carryover Generated From Year End 12/31/19	\$	20,415.	
Available for Carryover to 2024.....			20,415.
Carryover Generated From Year End 12/31/20	\$	22,752.	
Available for Carryover to 2024.....			22,752.

MONTEFORTE ENTERPRISES INC

23-2764823

Statement 2 (continued)  
Form 1120, Line 29a  
Net Operating Loss Deduction

Carryover Generated From Year End 12/31/21	\$	16,523.	
Available for Carryover to 2024.....			16,523.
Carryover Generated From Year End 12/31/22	\$	5,312.	
Available for Carryover to 2024.....			5,312.
Carryover Generated From Year End 12/31/23	\$	159.	
Available for Carryover to 2024.....			159.
Net Operating Losses Available in 2024.....	\$		<u>205,684.</u>
Taxable Income.....			-28,351.
Total Net Operating Loss Deduction.....			<u><u>0.</u></u>

Statement 3  
Form 1120, Schedule L, Line 18  
Other Current Liabilities

	<u>Beginning</u>	<u>Ending</u>
PAYROLL TAXES.....	\$ 8,663.	\$ 2,369.
Total	<u>\$ 8,663.</u>	<u>\$ 2,369.</u>

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT G

OPERATING LICENSE

EXHIBIT G

Commonwealth of Pennsylvania

Department of Environmental Protection

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

**IRENO MONTEFORTE**

Is Hereby Authorized to Operate  
**WASTEWATER SYSTEM**

Class: B,E, Wastewater  
Subclass: 2,3,4

Client ID: 192860

**IRENO MONTEFORTE**  
3039 STATE ROUTE 492  
NEW MILFORD PA 18834-7757

Issue Date Jan 1, 2026  
Expiration Date Dec 31, 2028

*Mary Roland*

Board Chairperson

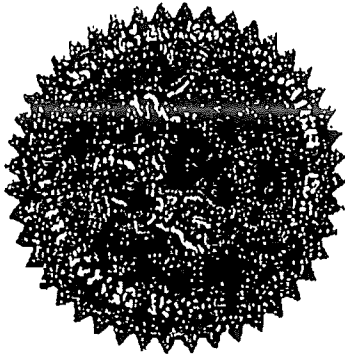
Certificate No. T3627

# Commonwealth of Pennsylvania



## Department of Environmental Protection

In accordance with the  
Sewage Treatment Plant and Waterworks Operators Certification Act  
and the Regulations of the  
State Board for Certification



**I. MONTEFORTE**

Is Herby Authorized To Operate  
SEWAGE TREATMENT PLANT  
CLASS E, TYPE 3

Certificate No. T3627

Date Approved December 1998

A handwritten signature in cursive script, appearing to read "William C. Ross".

Chairman, Certification Board

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT H

PERSONAL FINANCIAL STATEMENT OF  
TODD YURKOVIC

EXHIBIT H

## PERSONAL FINANCIAL STATEMENT

Date: May 25, 2026

### 1. PERSONAL INFORMATION

**Full Name:** TODD YURKOVIC

**Home Address:** 1714 LAYTON ROAD, SCOTT TWP, PA 18447

**Phone:**570-212-0143

**Email:** YURKOVICCONSTRUCTIONLLC@gmail.com

**Date of Birth:** August 3, 1984

**Marital Status:** SINGLE

### 2. ASSETS

Asset Description	Owner	Current Value
Cash on Hand		\$ 40,000.00
Checking Accounts		\$ 422,000.00
Savings Accounts		\$ 236,000.00
Certificates of Deposit		\$ 0
Stocks & Bonds		\$ 265,000.00
Retirement Accounts (IRA/401k)		\$ 50,000.00
Life Insurance Cash Value		\$ 10,000.00
Real Estate Holdings		\$1,000,000.00
Business Interests (Yurkovic Construction and Floor Solutions)		\$ 250,000.00
Notes Receivable		\$ 0
Automobiles/Vehicles		\$ 428,000.00
Jewelry/Art/Collectibles		\$ 0
Other Assets		\$ 0

TOTAL ASSETS: \$2,701,000.00

### 3. LIABILITIES

Liability Description	Creditor	Balance Owed
Mortgage(s)		\$ 97,000.00
Home Equity Loans		\$ 0
Auto Loans		\$_0
Credit Card Debt		\$_0
Student Loans		\$_0
Personal Loans		\$_0
Taxes Payable		\$_0
Lines of Credit		\$_0
Business Debt Personally Guaranteed		\$ 49,000.00
Other Liabilities		\$ 0

TOTAL LIABILITIES: \$ 196,000.00

### 4. NET WORTH

Total Assets: \$ 2,701,000.00

Less Total Liabilities: \$ 196,000.00

NET WORTH: \$2,505,000.00

### 5. REAL ESTATE SCHEDULE

Property Address	Type	Market Value	Mortgage Balance	Monthly Payment
1714 Layton Rd, Scott Twp, PA	House	\$1,000,000.00	\$97,000.00	\$_____
412 Griffen Pond Rd, S. Abington Twp, PA		\$ 450,000.00	\$_____	\$_____

## 6. INCOME INFORMATION

Source of Income	Annual Amount
Salary/Wages	\$50,000.00
Business Income	\$ _____
Rental Income	\$31,500.00
Dividends/Interest	\$20,000.00
Retirement Income	\$ _____
Other Income	\$ _____

TOTAL ANNUAL INCOME: \$101,500.00

## 7. CONTINGENT LIABILITIES


Description	Amount
Co-Signed Loans	\$ 0
Pending Lawsuits	\$ 0
Tax Disputes	\$ 0
Guarantees	\$ 0
Other Contingent Liabilities	\$ 0

## 8. CERTIFICATION

I certify that the information contained in this Personal Financial Statement is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
5/26/26

JOINT APPLICATION OF  
MONTEFORTE ENTERPRISES, INC. AND  
GIBSON ADVANCED SEWER, LLC

EXHIBIT I

CUSTOMER LIST

EXHIBIT I

Customer	ED	Amount
Dunkin Donut 1550 Oliver Road New Milford Pa 18834	5	\$ 500.00
Bigg Daddys Fireworks 1615 Oliver Road New Milford Pa 18834	1	\$ 100.00
Black Horse Realty 1613 Oliver Road New Milford Pa 18834	1	\$ 100.00
Bluestone Pipeline Co of Pa LLC 1429 Oliver Road New Milford Pa 18834	3	\$ 300.00
Flying J Plaza 1623 Oliver Road New Milford Pa 18834	73	\$ 7300.00
Holiday Inn Express 1561 Oliver Road New Milford Pa 18834	23	\$ 2300.00
McDonals Oliver Road New Milford Pa 18834	9	\$ 900.00
Spectular/Pa Pyro 1541 Oliver Road New Milford Pa 18834	1	\$ 100.00