

ACCOUNT	LOCATION	ASSET	YEAR	SOURCE	COMMENTS	QUANTITY	ORIGINAL COST
311.4	<u>PUMPING EQUIPMENT</u>						
		Turkey Run Pump Station	1974	Estimated			\$ 41,000.00
		Pump Stations #5 Roof Repairs	2012	Limited Scope Valuation Study			\$ 11,430.00
		Pump for Reservoir #5	2015	Limited Scope Valuation Study			\$ 88,890.96
		WTP High End Pump Station	1993	Contract & Limited Scope Valuation Study			\$ 764,799.00
		Ringtown Pump Station #5	1913	Estimated as 10% of Dam Cost			\$ 20,000.00
		Pumping Equipment	1999	Limited Scope Valuation Study			\$ 195,068.93
		Turkey Run Pump Station - Upgrades	2020	Contractor			\$ 30,000.00
		Pump Station #7	1914	Estimated			\$ 10,000.00
		Pump Station #7 - Upgrades	2009	Estimated			\$ 9,536.00
		Ringtown Pump Station #5 - Upgrades	1977	Estimated			\$ 25,100.00
		<b>TOTAL PUMPING EQUIPMENT</b>					<b>\$ 1,195,824.89</b>
330.4	<u>DISTRIBUTION RESERVOIRS AND STANDPIPES</u>						
		Turkey Run Tank	1974	Estimate based on similar Tank			\$ 179,000.00
		Kehly Run Tank	1991	Contract			\$ 614,359.00
		Raven Run Dam No. 2	1885	Estimated			\$ 150,000.00
		Raven Run Dam No. 3	1885	Estimated			\$ 150,000.00
		Permanent Repairs Reservoir #5	2009	Limited Scope Valuation Study			\$ 75,091.67
		Water System Improvements - Eng.	2009	Limited Scope Valuation Study			\$ 61,577.96
		Raven Run III Reservoir Repairs	2012	Limited Scope Valuation Study			\$ 27,750.00
		Water Storage Tanks Repairs	2009	Limited Scope Valuation Study			\$ 7,630.00
		Ringtown Dam No. 5	1914	Estimated			\$ 180,000.00
		Ringtown Dam No. 6	1920	Estimated			\$ 200,000.00
		Engineering Fees - Dam	1992	Limited Scope Valuation Study			\$ 1,654,315.46
		Collect & Reservoirs	1981	Limited Scope Valuation Study			\$ 3,289,993.37
		Dist Res & Standpipes	1987	Limited Scope Valuation Study			\$ 1,113,598.44
		WTP 850,000 gal Storage Tank	1993	Estimate based on Kehly Run Tank			\$ 663,507.72
		Swatara Road Standpipe	1978	Estimate based on Kehly Run Tank			\$ 352,733.00
		<b>TOTAL DISTRIBUTION RESERVOIRS AND STANDPIPES</b>					<b>\$ 8,719,556.62</b>

ACCOUNT	LOCATION	ASSET	YEAR	SOURCE	COMMENTS	QUANTITY	ORIGINAL COST
331.4	<u>TRANSMISSION AND DISTRIBUTION</u> <u>MAINS</u>						
		Valves	1885	Quantities from GIS, price included in piping		3	\$ -
		Valves	1903	Quantities from GIS, price included in piping		455	\$ -
		Valves	1940	Quantities from GIS, price included in piping		43	\$ -
		Valves	1952	Quantities from GIS, price included in piping		6	\$ -
		Valves	1974	Quantities from GIS, price included in piping		7	\$ -
		Valves	1991	Quantities from GIS, price included in piping		13	\$ -
		1" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		2,064	\$ 598.69
		1" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		1,385	\$ 1,002.33
		2" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		2,251	\$ 652.89
		2" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		9,407	\$ 6,807.82
		3" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		3,148	\$ 913.19
		3" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		5,337	\$ 3,862.69
		4" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		59,869	\$ 21,708.11
		4" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		15,292	\$ 13,833.47
		4" CIP	1941	Quantities from GIS, unit pricing estimated and backdated		3,058	\$ 2,949.23
		4" CIP	1952	Quantities from GIS, unit pricing estimated and backdated		4,798	\$ 10,205.20
		4" DIP	1974	Quantities from GIS, unit pricing estimated and backdated		1,276	\$ 9,638.24
		4" Transite	1974	Quantities from GIS, unit pricing estimated and backdated		928	\$ 7,008.88
		6" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		29,518	\$ 13,378.99
		6" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		10,786	\$ 12,196.04
		6" CIP	1952	Quantities from GIS, unit pricing estimated and backdated		12,646	\$ 33,621.79
		6" CIP	1977	Quantities from GIS, unit pricing estimated and backdated		1,581	\$ 19,026.33
		6" Transite	1940	Quantities from GIS, unit pricing estimated and backdated		3,764	\$ 4,255.76
		6" Transite	1974	Quantities from GIS, unit pricing estimated and backdated		2,286	\$ 21,581.14
		6" Transite	1977	Quantities from GIS, unit pricing estimated and backdated		6,256	\$ 75,306.51
		8" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		6,014	\$ 3,018.38

ACCOUNT	LOCATION	ASSET	YEAR	SOURCE	COMMENTS	QUANTITY	ORIGINAL COST	
		8" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		19,445	\$ 24,348.47	
		8" CIP	1952	Quantities from GIS, unit pricing estimated and backdated		4,757	\$ 14,005.46	
		8" DIP	1952	Quantities from GIS, unit pricing estimated and backdated		183	\$ 537.53	
		8" DIP	1983	Quantities from GIS, unit pricing estimated and backdated		517	\$ 10,876.93	
		10" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		4,842	\$ 3,190.19	
		10" DIP	1903	Quantities from GIS, unit pricing estimated and backdated		371	\$ 244.28	
		12" CIP	1903	Quantities from GIS, unit pricing estimated and backdated		4,950	\$ 3,932.94	
		12" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		7,824	\$ 15,507.73	
		12" DIP	1990	Contract		6,872	\$ 297,381.33	
		12" DIP	1993	Quantities from GIS, unit pricing estimated and backdated		2,127	\$ 99,183.44	
		16" CIP	1913	Quantities from GIS, unit pricing estimated and backdated		7,218	\$ 6,460.01	
		16" CIP	1920	Quantities from GIS, unit pricing estimated and backdated		12,371	\$ 27,791.64	
		16" CIP	1940	Quantities from GIS, unit pricing estimated and backdated		321	\$ 695.27	
		16" CIP	1990	Contract		1,130	\$ 48,900.02	
		16" DIP	1885	Quantities from GIS, unit pricing estimated and backdated		2,103	\$ 1,825.46	
		16" DIP	1940	Quantities from GIS, unit pricing estimated and backdated		10	\$ 22.64	
		16" DIP	1952	Quantities from GIS, unit pricing estimated and backdated		7	\$ 35.95	
		24" CIP	1913	Quantities from GIS, unit pricing estimated and backdated		355	\$ 365.39	
		<b>TOTAL TRANSMISSION AND DISTRIBUTION MAINS SERVICES</b>						<b>\$ 816,870.35</b>
333.4		Services	1903	Quantities and pricing estimated		43,485	\$ 32,640.34	
		<b>TOTAL SERVICES</b>						<b>\$ 32,640.34</b>
334.4		<b>METERS AND METER INSTALLATIONS</b>						
		Meter Equipment	2002	MABS unit pricing estimated and backdated		1,118	\$ 115,634.74	
		Meter Equipment	2021	MABS unit pricing estimated and backdated		1,677	\$ 318,630.00	
		<b>TOTAL METERS AND METER INSTALLATIONS</b>						<b>\$ 434,264.74</b>

ACCOUNT	LOCATION	ASSET	YEAR	SOURCE	COMMENTS	QUANTITY	ORIGINAL COST
335.4	<u>HYDRANTS</u>						
		Hydrants	1903	Quantities from GIS, unit pricing estimated and backdated		91	\$ 3,637.60
		Hydrants	1940	Quantities from GIS, unit pricing estimated and backdated		53	\$ 5,285.58
		Hydrants	1952	Quantities from GIS, unit pricing estimated and backdated		20	\$ 4,689.69
		Hydrants	1975	Quantities from GIS, unit pricing estimated and backdated		10	\$ 9,115.64
		Hydrants	1984	Quantities from GIS, unit pricing estimated and backdated		7	\$ 11,959.94
		Hydrants	1990	Quantities from GIS, unit pricing estimated and backdated		6	\$ 11,700.32
		Hydrants	1998	Quantities from GIS, unit pricing estimated and backdated		1	\$ 2,439.63
		<b>TOTAL HYDRANTS</b>					<b>\$ 48,828.40</b>
340.5	<u>OFFICE FURNITURE AND EQUIPMENT</u>						
		KM2550 Kyocera Copier	2007	Limited Scope Valuation Study			\$ 2,789.00
		Various Office Equipment	2008	Limited Scope Valuation Study			\$ 1,533.75
		Security System	2009	Limited Scope Valuation Study			\$ 4,920.97
		4 Camera System w/ DVR (#5 house)	2010	Limited Scope Valuation Study			\$ 1,995.00
		4 Camera System w/ DVR (garage)	2011	Limited Scope Valuation Study			\$ 1,995.00
		APC Smart-UPS 5000VA Tower Battery	2012	Limited Scope Valuation Study			\$ 4,495.00
		Office Furn & Equip	1999	Limited Scope Valuation Study			\$ 72,766.12
		<b>TOTAL OFFICE FURNITURE AND EQUIPMENT</b>					<b>\$ 90,494.84</b>
341.5	<u>TRANSPORTATION EQUIPMENT</u>						
		2019 F350 Dump Truck	2019	MABS			\$ 48,895.00
		Plow Installed on Dump Truck	2008	Limited Scope Valuation Study			\$ 4,430.10
		2009 Ford F150 Truck	2009	Limited Scope Valuation Study			\$ 21,844.22
		2000 Chevy Silverado	2000	MABS			\$ 5,000.00
		2010 Ford F150 Truck	2010	Limited Scope Valuation Study			\$ 22,825.00
		2011 Ford Ranger Truck	2010	Limited Scope Valuation Study			\$ 21,036.62
		2010 Jeep Liberty	2010	MABS			\$ 9,222.97
		<b>TOTAL TRANSPORTATION EQUIPMENT</b>					<b>\$ 133,253.91</b>
346.4	<u>COMMUNICATION EQUIPMENT</u>						
		Comm Equip	2014	Limited Scope Valuation Study			\$ 33,958.59
		<b>TOTAL COMMUNICATION EQUIPMENT</b>					<b>\$ 33,958.59</b>

ACCOUNT	LOCATION	ASSET	YEAR	SOURCE	COMMENTS	QUANTITY	ORIGINAL COST
347.5	<u>MISCELLANEOUS EQUIPMENT</u>						
		Tools	2007	Limited Scope Valuation Study			\$ 2,069.95
		Lawn Tractor	2008	Limited Scope Valuation Study			\$ 3,019.99
		Tools & Equipment	2009	Limited Scope Valuation Study			\$ 12,672.98
		Tools & Equipment	2010	Limited Scope Valuation Study			\$ 2,027.67
		Commercial Lawn Mower	2010	Limited Scope Valuation Study			\$ 8,520.00
		Wacker Generator	2010	Limited Scope Valuation Study			\$ 2,200.00
		Actuator	2011	Limited Scope Valuation Study			\$ 4,777.00
		Actuator	2013	Limited Scope Valuation Study			\$ 13,135.00
		Actuator	2015	Limited Scope Valuation Study			\$ 5,546.28
		Permanent Electrical Repairs	2011	Limited Scope Valuation Study			\$ 10,695.00
		Wacker	2015	Limited Scope Valuation Study			\$ 2,541.25
		Other Equip	1998	Limited Scope Valuation Study			\$ 5,398.07
		<b>TOTAL MISCELLANEOUS EQUIPMENT</b>					<b>\$ 72,603.19</b>
		<b>SYSTEM TOTAL</b>					<b>\$ 19,544,109.51</b>

## APPENDICES

**APPENDIX A**

**SYSTEM MAPS**

- **Shenandoah Water Facilities**

**PUBLIC COPY**

**SYSTEM MAPS – REMOVED FOR CONFIDENTIALITY.**

**SYSTEM MAPS WILL BE FILED WITH THE  
CONFIDENTIAL DOCUMENTS.**

## APPENDIX B

- Uniform System of Accounts for Class A Water Utilities
- PA ACT 12 of 2016

**WATER UTILITY PLANT ACCOUNTS**

.1

	Intangible Plant
301. Organization	301.1
302. Franchises	302.1
303. Land and Land Rights	XXXXXXXXXXXXX
304. Structures and Improvements	XXXXXXXXXXXXX
305. Collecting and Impounding Reservoirs	XXXXXXXXXXXXX
306. Lake, River and Other Intakes	XXXXXXXXXXXXX
307. Wells and Springs	XXXXXXXXXXXXX
308. Infiltration Galleries and Tunnels	XXXXXXXXXXXXX
309. Supply Mains	XXXXXXXXXXXXX
310. Power Generation Equipment	XXXXXXXXXXXXX
311. Pumping Equipment	XXXXXXXXXXXXX
320. Water Treatment Equipment	XXXXXXXXXXXXX
330. Distribution Reservoirs and Standpipes	XXXXXXXXXXXXX
331. Transmission and Distribution Mains	XXXXXXXXXXXXX
333. Services	XXXXXXXXXXXXX
334. Meters and Meter Installations	XXXXXXXXXXXXX
335. Hydrants	XXXXXXXXXXXXX
336. Backflow Prevention Devices	XXXXXXXXXXXXX
339. Other Plant and Miscellaneous Equipment	339.1
340. Office Furniture and Equipment	XXXXXXXXXXXXX
341. Transportation Equipment	XXXXXXXXXXXXX
342. Stores Equipment	XXXXXXXXXXXXX
343. Tools, Shop and Garage Equipment	XXXXXXXXXXXXX
344. Laboratory Equipment	XXXXXXXXXXXXX
345. Power Operated Equipment	XXXXXXXXXXXXX
346. Communication Equipment	XXXXXXXXXXXXX
347. Miscellaneous Equipment	XXXXXXXXXXXXX
348. Other Tangible Plant	XXXXXXXXXXXXX

**WATER UTILITY PLANT ACCOUNTS**

<u>.2</u>	<u>.3</u>	<u>.4</u>	<u>.5</u>
Source of Supply and Pumping <u>Plant</u>	Water Treatment <u>Plant</u>	Transmission and Distribution <u>Plant</u>	General <u>Plant</u>
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
303.2	303.3	303.4	303.5
304.2	304.3	304.4	304.5
305.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
306.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
307.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
308.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
309.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
310.2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
311.2	311.3	311.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	320.3	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	330.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	331.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	333.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	334.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	335.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	336.4	XXXXXXXXXXXXXXXXXX
339.2	339.3	339.4	XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	340.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	341.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	342.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	343.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	344.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	345.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	346.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	347.5
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	348.5

## WATER UTILITY PLANT ACCOUNTS

The water utility plant accounts have been designed utilizing an account matrix. The matrix employs a list of object accounts which in effect act as control accounts. The object accounts are further segregated by the matrix into classifications by functions or subaccounts. The instructions for segregating the object accounts to the function subaccounts are contained in Accounting Instruction 31. Listed below are the object account descriptions.

### 301. Organization

This account shall include all fees paid to federal or state governments for the privilege of incorporation and expenditures incident to organizing the corporation, partnership or other enterprise and putting it into readiness to do business. A sample of items to be included in this account are listed below.

1. Actual cost of obtaining certificates authorizing an enterprise to engage in the public utility business.
2. Fees and expenses for incorporation.
3. Fees and expenses for mergers or consolidations.
4. Office expenses incident to organizing the utility.
5. Stock and minute books and corporate seal.

Note A:--This account shall not include any discounts upon securities issued or assumed; nor shall it include any costs incident to negotiating loans, selling bonds or other evidences of debt, or expenses in connection with the authorization, issuance and sale of capital stock.

Note B:--Exclude from this account and include in the appropriate expense account the cost of preparing and filing papers in connection with the extension of the term of incorporation unless the first organization costs have been written off. Where charges are made to this account for expenses incurred in mergers, consolidations or reorganizations, amounts previously included herein or in similar accounts in the books of the companies concerned shall be excluded from this account.

### 302. Franchises

A. This account shall include amounts paid to the federal government, to a state or to a political subdivision thereof in consideration for franchises, consents or certificates, running in perpetuity or for a specified term of more than one year, together with necessary and reasonable expenses incident to procuring such franchises, consents or certificates of permission and approval, including expenses of organizing and merging separate corporations, where statutes require solely for the purpose of acquiring franchise.

## WATER UTILITY PLANT ACCOUNTS

B. If a franchise or certificate is acquired by assignment, the charge to this account in respect thereof shall not exceed the amount paid therefor by the utility to the assignor, nor shall it exceed the amount paid by the original grantee, plus the expense of acquisition to such grantee. Any excess of the amount actually paid by the utility over the amount above specified shall be charged to account 426 - Miscellaneous Nonutility Expenses.

C. When any franchise has expired, the book cost thereof shall be credited hereto and charged to account 426 - Miscellaneous Nonutility Expenses, or to account 110.1 - Accumulated Amortization of Utility Plant in Service, as appropriate.

D. Records supporting this account shall be kept so as to show separately the book cost of each franchise.

Note:--Annual or other periodic payments under franchises shall not be included herein but in the appropriate expense account.

### 303. Land and Land Rights

This account shall include the cost of land and land rights used in connection with source of supply, pumping, water treatment plant, transmission and distribution, and general plant operations (See Accounting Instruction 24). A sample of items to be included in this account are listed below:

1. Bulkheads buried, not requiring maintenance or replacement.
2. Cost, first, of acquisition including mortgages and other liens assumed (but not subsequent interest thereon).
3. Condemnation proceedings, including court and counsel costs.
4. Consents and abutting damages, payment for.
5. Conveyancers' and notaries' fees.
6. Fees, commissions, and salaries to brokers, agents, and others in connection with the acquisition of the land or land rights.
7. Leases, cost of voiding upon purchase to secure possession of land.
8. Removing, relocating, or reconstructing property of others, such as buildings, highways, railroads, bridges, cemeteries, churches, telephone and power lines, etc., in order to acquire quiet possession.
9. Retaining walls unless identified with structures.

## WATER UTILITY PLANT ACCOUNTS

10. Special assessments levied by public authorities for public improvements on the basis of benefits for new roads, new bridges, new sewers, new curbing, new pavements, and other public improvements, but not taxes levied to provide for the maintenance of such improvements.
11. Surveys in connection with the acquisition, but not amounts paid for topographical surveys and maps where such costs are attributable to structures or plant equipment erected or to be erected or installed on such land.
12. Taxes assumed, accrued to date of transfer of title.
13. Title, examining, clearing, insuring and registering in connection with the acquisition and defending against claims relating to the period prior to the acquisition.
14. Appraisals prior to closing title.
15. Cost of dealing with distributees or legatees residing outside of the state or county, such as recording power of attorney, recording will or exemplification of will, recording satisfaction of state tax.
16. Filing satisfaction of mortgage.
17. Documentary stamps.
18. Photographs of property at acquisition.
19. Fees and expenses incurred in the acquisition of water rights, and grants.
20. Cost of fill to extend bulkhead line over land under water, where riparian rights are held, which is not occasioned by the erection of a structure.
21. Sidewalks and curbs constructed by the utility on public property.
22. Labor and expenses in connection with securing rights of way, where performed by company employees and company agents.

### 304. Structures and Improvements

This account shall include cost in place of structures and improvements used in connection with source of supply, pumping, water treatment, transmission and distribution and general plant (See Accounting Instruction 25). A sample of items to be included in this account are listed below:

1. Architects' plans and specifications including supervision.

## WATER UTILITY PLANT ACCOUNTS

2. Boilers, furnaces, piping, wiring, fixtures and machinery for heating, lighting, signaling, ventilating and air conditioning systems, plumbing, vacuum cleaning systems, incinerator and smoke pipe, flues, etc.
3. Bulkheads, including dredging, riprap fill, piling, decking, concrete, fenders, etc., when exposed and subject to maintenance and replacement.
4. Commissions and fees to brokers, agents, architects and others.
5. Conduit (not to be removed) with its contents.
6. Damages to abutting property during construction.
7. Drainage systems.
8. Elevators, cranes, hoists, etc., and the machinery for operating them.
9. Excavation, including shoring, bracing, bridging, refill and disposal of excess excavated material, cofferdams around foundations, pumping water from cofferdam during construction, test borings.
10. Fences and fence curbs (not including protective fences isolating items of equipment, which should be charged to the appropriate equipment account).
11. Fire protection systems when forming a part of a structure.
12. Flagpole.
13. Floor covering (permanently attached).
14. Foundations and piers for machinery, constructed as a permanent part of a building or other item listed herein.
15. Grading and clearing when directly occasioned by the building of a structure.
16. Intrasite communication system, poles, pole fixtures, wires and cables.
17. Landscaping, lawns, shrubbery, etc.
18. Leases, voiding upon purchase, to secure possession of structures.
19. Leased property, expenditures on.
20. Lighting fixtures and outside lighting systems.
21. Marquee, permanently attached to building.
22. Painting, first cost.
23. Permanent paving, concrete, brick, flagstone, asphalt, etc., within the property lines.
24. Partitions, including movable.
25. Permits and privileges.
26. Water and wastewater systems, for general use.
27. Power boards for services to a building.
28. Retaining walls except when identified with land.
29. Roadways.
30. Roofs.

## WATER UTILITY PLANT ACCOUNTS

31. Scales, connected to and forming a part of a structure.
32. Sidewalks, culverts, curbs and streets constructed by the utility on its property.
33. Sprinkling systems.
34. Sump pumps and pits.
35. Stacks -- brick, steel, or concrete, when set on foundation forming part of general foundation and steelwork of a building.
36. Steel inspection during construction.
37. Storage facilities constituting a part of a building.
38. Storm doors and windows.
39. Tanks, constructed as part of a building or as distinct structural units.
40. Temporary heating during construction (net cost).
41. Temporary water connection during construction (net cost).
42. Temporary shanties and other facilities used during construction (net cost).
43. Topographical maps.
44. Tunnels, intake and discharge, when constructed as part of a structure, including sluice gates and those constructed to house mains.
45. Vaults constructed as part of a building.
46. Watchmen's sheds and clock systems (net cost when used during construction only).
47. Water basins or reservoirs.
48. Water front improvements.
49. Water supply piping, hydrants and wells.
50. Water meters and supply system for a building or for general company purposes.
51. Yard surfacing, gravel, concrete, or oil (First cost only).
52. Plant metering.

### 305. Collecting and Impounding Reservoirs

This account shall include the cost in place of structures and improvements used for impounding, collecting and storing water in the source of supply system. A sample of items to be included in this account are listed below:

1. Aerators (when installed as an integral part of collecting and impounding reservoirs).
2. Bridges and culverts.
3. Clearing land.
4. Dams.
5. Drainage conduits.
6. Embankments.
7. Fish ladders and elevators.

## WATER UTILITY PLANT ACCOUNTS

8. Fences.
9. Gate houses and equipment.
10. Landscaping.
11. Lighting systems.
12. Retaining walls.
13. Roads and paths.
14. Sewers.
15. Spillways and channels.
16. Any other permanent improvement to collecting and impounding reservoirs.

### 306. Lake, River and Other Intakes

This account shall include the cost installed of lake, river and other intakes used as a source of water supply. A sample of items to be included in this account are listed below:

1. Clearing land..
2. Conduits.
3. Cribs.
4. Fences.
5. Gate houses and equipment.
6. Intake pipes (up to suction header).
7. Intake wells.
8. Lighting systems.
9. Screens and racks.

### 307. Wells and Springs

This account shall include the cost installed of wells and springs used as a source of water supply. A sample of items to be included in this account are listed below:

1. Clearing land.
2. Collecting basins.
3. Collecting pipes.
4. Fences.
5. Landscaping.
6. Lighting systems.
7. Overflow spillways and channels.
8. Sewers.
9. Springs and appurtenances.
10. Wells, casings and appurtenances, including cost of test wells and nonproductive wells drilled as part of a project resulting in a source of water within the same supply area.

## WATER UTILITY PLANT ACCOUNTS

### 308. Infiltration Galleries and Tunnels

This account shall include the cost installed of infiltration galleries and tunnels used as a source of water supply. A sample of items to be included in this account are listed below:

1. Conduits.
2. Gate houses and equipment.
3. Piping.

### 309. Supply Mains

This account shall include the cost installed of supply mains, pipes, aqueducts and canals and their appurtenances. A sample of items to be included in this account are listed below:

1. Air chambers.
2. Blow-offs and overflows.
3. Bridges and culverts.
4. Canals.
5. Electrolysis control equipment.
6. Manholes.
7. Municipal inspection or permits.
8. Pavement disturbed, including cutting and replacing pavement, pavement base and sidewalks.
9. Pipes, aqueducts or conduits.
10. Placing mains and accessories.
11. Special castings.
12. Sterilizing new mains.
13. Surge tanks.
14. Trenching, including shoring, bracing, bridging, pumping, backfill and disposal of excess excavated material.
15. Tunnels.
16. Valves, valve vaults and appurtenances.

### 310. Power Generation Equipment

A. This account shall include the cost installed of any equipment used for the production of power principally used in pumping operations.

B. Subaccounts shall be maintained hereunder for the cost of equipment used for each type of power generating equipment.

## WATER UTILITY PLANT ACCOUNTS

### 311. Pumping Equipment

This account shall include the cost of pumping equipment driven by electric power, diesel engines, steam engines and hydraulic water wheels and turbines. A sample of items to be included in this account are listed below:

1. Engines, motors, water wheels and turbines for driving pumps.
2. Pumps, including setting, gearing, shafting and belting.
3. Water piping within station, including valves.
4. Auxiliary equipment for engines and pumps such as oiling systems, cooling systems, condensers, etc.
5. Oil supply lines and accessories.
6. Regulating, recording and measuring devices.
7. Foundations, frames and bed plates.
8. Ladders, stairs and platforms if a part of pumping unit.

### 320. Water Treatment Equipment

This account shall include the cost installed of apparatus, equipment and other facilities used for the treatment of water. A sample of items to be included in this account are listed below:

1. Aerators (when installed as an integral part of the water treatment plant).
2. Chemical treating plant.
3. Clear water basin.
4. Disinfection equipment.
5. Filter plant.
6. Mixing chambers.
7. Reverse osmosis membranes.
8. Sedimentation or coagulation basin.
9. Softening plant.

Note:--Protecting superstructures shall be included in account 304 - Structures and Improvements.

### 330. Distribution Reservoirs and Standpipes

This account shall include the cost in place of reservoirs, tanks, standpipes, and appurtenances used in storing water for distribution (See Accounting Instruction 24). A sample of items to be included in this account are listed below:

1. Aerators (when installed as an integral part of distribution reservoirs).
2. Bridges and culverts.

## WATER UTILITY PLANT ACCOUNTS

3. Clearing land.
4. Dams.
5. Embankments.
6. Fences.
7. Foundations.
8. Gates and gate houses.
9. Landscaping.
10. Lighting systems.
11. Piping system within reservoirs.
12. Retaining walls.
13. Roads and paths.
14. Rust-proofing apparatus.
15. Sewer drain or storm sewer.
16. Spillways and channels.
17. Standpipes.
18. Tanks.
19. Towers.
20. Valves.

### 331. Transmission and Distribution Mains

A. This account shall include the cost installed of transmission and distribution mains and appurtenances. A sample of items to be included in this account are listed below:

1. Air chambers.
2. Blow-offs and overflows.
3. Bridges and culverts.
4. Electrolysis control equipment.
5. Gauges and recorders.
6. Jointing and jointing material.
7. Manholes.
8. Meters and appurtenances.
9. Municipal inspection or permits.
10. Pavement disturbed, including cutting and replacing pavement, pavement base and sidewalks.
11. Pipes.
12. Fire mains.

B. Records supporting this account shall be so kept as to show separately the cost of mains of different sizes and types and of each tunnel, bridge, or river crossing.

## WATER UTILITY PLANT ACCOUNTS

### 333. Services

A. This account shall include the cost installed of service pipes and accessories leading to the customers' premises.

B. A complete service begins with the connection on the main and extends to but does not include the connection with the customer's meter. A stub service extends from the main to the property line, or the curb stop (curb stop cock).

C. Services which have been used but have become inactive shall be retired from utility plant in service immediately if there is no prospect for reuse, and, in any event, shall be retired by the end of the second year following that during which the service became inactive unless reused in the interim.

#### Items

1. Corporation stops or tees.
2. Gate valves and boxes.
3. Goose necks.
4. Jointing and jointing material.
5. Municipal inspection or permits.
6. Pavements disturbed, including cutting and replacing pavement, pavement base and sidewalks.
7. Pipes.
8. Placing pipes and accessories.
9. Protection of street openings.
10. Service or curb boxes.
11. Service or curb stops (curb stop cocks).
12. Tapping main.
13. Tapping saddle.

Note:--When a customer pays all or a part of the cost of the service and such cost is properly includible in this account, the amount borne or contributed by the customer shall be credited to account 271 - Contributions in Aid of Construction.

## WATER UTILITY PLANT ACCOUNTS

### 334. Meters and Meter Installations

A. This account shall include the cost of meters, devices and appurtenances attached thereto, used for measuring the quantity of water delivered to users, whether actually in service or held in reserve. It shall also include the cost of labor employed, materials used and expenses incurred in connection with the original installation of a customer's meters and devices and appurtenances attached thereto.

B. When a meter and/or meter installation is permanently retired from service, the amount at which it is included herein shall be credited to this account.

C. The records covering meters shall be so kept that the utility can furnish information as to the number of meters of each type and size in service and in reserve as well as the location of each meter included in this account.

D. A sample of items to be included in this account are listed below:

1. Meters, including badging and initial testing.
2. Remote meter registers.
3. Installation labor (first installation only).
4. Meter coupling.
5. Meter bars.
6. Meter yokes.
7. Meter fittings, connections and shelves.
8. Meter vaults or boxes.
9. Stops.

Note A:--This account shall not include meters for recording the output of a supply or treatment plant, or those located on mains. It includes only those meters to record water delivered to customers, including company use and for those used elsewhere in the system if a type available for general use.

Note B:--The utility shall maintain a statistical record to show separately the number of each type and size of meter or group of types and sizes as carried in the continuing property record. Underlying records shall be kept so that the utility can determine readily for each such classification the number of company-owned meters in service (subdivided between active and inactive) and the number of meters carried herein but not in service, the latter to include meters undergoing repairs; and the number of meters in service owned by customers.

## WATER UTILITY PLANT ACCOUNTS

Note C:--When a customer pays all or a part of the cost of the meter and such cost is properly includible in this account, the amount borne or contributed by the customer shall be credited to account 271 - Contributions in Aid of Construction.

### 335. Hydrants

A. This account shall include the cost installed of hydrants in service owned by the utility. A sample of items to be included in this account are listed below:

1. Connections to main.
2. Excavation, backfill, and disposal of excess excavated material.
3. Hydrants and fittings, including barrel and shoe.
4. Manholes.
5. Pavement disturbed, including cutting and replacing pavement, pavement base and sidewalks.
6. Pipe including leads and drains.
7. Tee at main.
8. Valves and valve boxes.

### 336. Backflow Prevention Devices

A. This account shall include the cost of backflow prevention devices, and appurtenances attached thereto, used for preventing the backflow of water, whether actually in service or held in reserve. It shall also include the cost of labor employed, materials used and expenses incurred in connection with the original installation of a customer's backflow prevention device and appurtenances attached thereto unless done in conjunction with a meter installation.

B. When a backflow prevention device is permanently retired from service, the amount at which it is included herein shall be credited to this account.

C. The records covering backflow prevention devices shall be so kept that the utility can furnish information as to the number of backflow prevention devices of each type and size in service and in reserve as well as the location of each backflow prevention device included in this account.

### 339. Other Plant and Miscellaneous Equipment

This account shall include the cost installed of all other intangible, source of supply and pumping, water treatment and transmission and distribution plant not provided for in the foregoing accounts.

## WATER UTILITY PLANT ACCOUNTS

### 340. Office Furniture and Equipment

A. This account shall include the cost of office furniture and equipment owned by the utility and devoted to utility service, and not permanently attached to buildings, except the cost of such furniture and equipment which the utility elects to assign to other plant accounts on a functional basis. A sample of items to be included in this account are listed below:

1. Book cases and shelves.
2. Desk, chairs, and desk equipment.
3. Drafting room equipment.
4. Electronic data processing equipment.
5. Filing, storage and other cabinets.
6. Floor covering.
7. Library and library equipment.
8. Mechanical office equipment such as accounting machines, typewriters, etc.
9. Safes.
10. Tables.

B. If the utility has equipment includible in this account at more than one location, separate records shall be maintained for each location.

### 341. Transportation Equipment

This account shall include the cost of transportation vehicles used for utility purposes. A sample of items to be included in this account are listed below:

1. Airplanes.
2. Automobiles.
3. Bicycles.
4. Electrical vehicles.
5. Motor trucks.
6. Motorcycles.
7. Repair cars or trucks.
8. Tractors and trailers.
9. Other transportation vehicles.

### 342. Stores Equipment

A. This account shall include the cost of equipment used for the receiving, shipping, handling and storage of materials and supplies.

B. If the utility has equipment includible in this account at more than one location, separate records shall be maintained for each location. A sample of items to be included in this account are listed below:

## WATER UTILITY PLANT ACCOUNTS

1. Chain falls.
2. Counters.
3. Cranes (portable).
4. Elevating and stacking equipment (portable).
5. Hoists.
6. Lockers.
7. Scales.
8. Shelving.
9. Storage bins.
10. Trucks, hand and power driven.
11. Wheelbarrows.

### 343. Tools, Shop and Garage Equipment

This account shall include the cost of tools, implements, and equipment used in construction, repair work, general shops and garages and not specifically provided for or includible in other accounts. A sample of items to be included in this account are listed below:

1. Air compressors.
2. Anvils.
3. Automobile repair shop equipment.
4. Battery charging equipment.
5. Belts, shafts and countershafts.
6. Boilers.
7. Cable pulling equipment.
8. Concrete mixers.
9. Drill presses.
10. Derricks.
11. Electric equipment.
12. Engines.
13. Forges.
14. Furnaces.
15. Foundations and settings specially constructed for and not expected to outlast the equipment for which provided.
16. Gas producers.
17. Gasoline pumps, oil pumps and storage tanks.
18. Greasing tools and equipment.
19. Hoists.
20. Ladders.
21. Lathes.
22. Machine tools.
23. Motor driven tools.
24. Motors.
25. Pipe threading and cutting tools.
26. Pneumatic tools.
27. Pumps.
28. Riveters.
29. Smithing equipment.

## WATER UTILITY PLANT ACCOUNTS

30. Tool racks.
31. Vises.
32. Welding apparatus.
33. Work benches.

### 344. Laboratory Equipment

A. This account shall include the cost installed of laboratory equipment used for general laboratory purposes and not specifically provided for or includible in other departmental or functional plant accounts. A sample of items to be included in this account are listed below:

1. Autoclaves.
2. Barometers.
3. Cameras.
4. Centrifuge.
5. Distilling apparatus.
6. Furnaces.
7. Microscopes.
8. Ovens.
9. Pitometers.
10. Rain gauges.
11. Refrigerators.
12. Scales.
13. Sterilizers.
14. Stop watches.
15. Testing machines.
16. Thermometers.
17. Voltmeters.
18. Other bacteriological, electric, chemical hydraulic or research equipment.

B. If the utility has equipment includible in this account at more than one location, separate records shall be maintained for each location.

### 345. Power Operated Equipment

This account shall include the cost of power operated equipment used in construction of repair work exclusive of equipment includible in other accounts. Include, also, the tools and accessories acquired for use with such equipment and the vehicle on which such equipment is mounted. A sample of items to be included in this account are listed below:

1. Air compressors, including driving unit and vehicle.
2. Back filling machines.
3. Boring machines.
4. Bulldozers.
5. Cranes and joists.

## WATER UTILITY PLANT ACCOUNTS

6. Diggers.
7. Engines.
8. Pile drivers.
9. Pipe cleaning machines.
10. Pipe coating or wrapping machines.
11. Tractors -- Crawler type.
12. Trenchers.
13. Other power operated equipment.

Note:--It is intended that this account include only such large units as are generally self-propelled or mounted on moveable equipment.

### 346. Communication Equipment

This account shall include the cost installed of telephone, telegraph and wireless equipment for general use in connection with utility operations. A sample of items to be included in this account are listed below:

1. Antennae.
2. Booths.
3. Cables.
4. Distribution boards.
5. Extension cords.
6. Gongs.
7. Handsets, manual and dial.
8. Insulators.
9. Intercommunicating sets.
10. Loading coils.
11. Operators desks.
12. Poles and fixtures used wholly for telephone and telegraph wires.
13. Radio transmitting and receiving sets.
14. Remote control equipment and lines.
15. Sending keys.
16. Storage batteries.
17. Switchboards.
18. Teleautograph circuit connections.
19. Telegraph receiving sets.
20. Telephone and telegraph circuits.
21. Testing instruments.
22. Towers.
23. Underground conduit used wholly for telephone or telegraph wires and cable wires.

## WATER UTILITY PLANT ACCOUNTS

### 347. Miscellaneous Equipment

This account shall include the cost of equipment, apparatus, etc., used in utility operations, and which is not includible in any other account. A sample of items to be included in this account are listed below:

1. Hospital and infirmary equipment.
2. Kitchen equipment.
3. Recreation equipment.
4. Radios.
5. Restaurant equipment.
6. Soda fountains.
7. Operator's cottage furnishings.
8. Electric signs advertising the corporate name or symbol, plant or facility name, or otherwise serving only the general purpose of acquainting the public with the facilities and services of the utility.
9. Other miscellaneous equipment.

Note:--Miscellaneous equipment of the nature indicated above wherever practicable shall be included in the utility plant accounts on a functional basis.

### 348. Other Tangible Plant

This account shall include the cost of tangible utility plant not provided for elsewhere.

**§ 1329. Valuation of acquired water and wastewater systems.**

**(a) Process to establish fair market value of selling utility.**--Upon agreement by both the acquiring public utility or entity and the selling utility, the following procedure shall be used to determine the fair market value of the selling utility:

- (1) The commission will maintain a list of utility valuation experts from which the acquiring public utility or entity and selling utility will choose.
- (2) Two utility valuation experts shall perform two separate appraisals of the selling utility for the purpose of establishing its fair market value.
- (3) Each utility valuation expert shall determine fair market value in compliance with the Uniform Standards of Professional Appraisal Practice, employing the cost, market and income approaches.
- (4) The acquiring public utility or entity and selling utility shall engage the services of the same licensed engineer to conduct an assessment of the tangible assets of the selling utility. The assessment shall be incorporated into the appraisal under the cost approach required under paragraph (3).
- (5) Each utility valuation expert shall provide the completed appraisal to the acquiring public utility or entity and selling utility within 90 days of execution of the service contract.

**(b) Utility valuation experts.**--

- (1) The utility valuation experts required under subsection (a) shall be selected as follows:
  - (i) one shall be selected by the acquiring public utility or entity; and
  - (ii) one shall be selected by the selling utility.
- (2) The utility valuation experts shall not:
  - (i) derive any material financial benefit from the sale of the selling utility other than fees for services rendered; or
  - (ii) be an immediate family member of a director, officer or employee of either the acquiring public utility, entity or selling utility within a 12-month period of the date of hire to perform an appraisal.
- (3) Fees paid to utility valuation experts may be included in the transaction and closing costs associated with acquisition by the acquiring utility or entity. Fees eligible for inclusion may be of an amount not exceeding 5% of the fair market value of the selling utility or a fee approved by the commission.

**(c) Ratemaking rate base.**--The following apply:

- (1) The ratemaking rate base of the selling utility shall be incorporated into the rate base of:
  - (i) the acquiring public utility during the acquiring public utility's next base rate case; or
  - (ii) the entity in its initial tariff filing.
- (2) The ratemaking rate base of the selling utility shall be the lesser of the purchase price negotiated by the acquiring public utility or entity and selling utility or the fair market value of the selling utility.

**(d) Acquisitions by public utility.**--The following apply:

- (1) If the acquiring public utility and selling utility agree to use the process outlined in subsection (a), the acquiring public utility shall include the following as an attachment to its application for commission approval of the acquisition filed pursuant to section 1102 (relating to enumeration of acts requiring certificate):
  - (i) Copies of the two appraisals performed by the utility valuation experts under subsection (a).

(ii) The purchase price of the selling utility as agreed to by the acquiring public utility and selling utility.

(iii) The ratemaking rate base determined pursuant to subsection (c) (2).

(iv) The transaction and closing costs incurred by the acquiring public utility that will be included in its rate base.

(v) A tariff containing a rate equal to the existing rates of the selling utility at the time of the acquisition and a rate stabilization plan, if applicable to the acquisition.

(2) The commission shall issue a final order on an application submitted under this section within six months of the filing date of an application meeting the requirements of subsection (d) (1).

(3) If the commission issues an order approving the application for acquisition, the order shall include:

(i) The ratemaking rate base of the selling utility, as determined under subsection (c) (2).

(ii) Additional conditions of approval as may be required by the commission.

(4) The tariff submitted pursuant to subsection (d) (1) (v) shall remain in effect until such time as new rates are approved for the acquiring public utility as the result of a base rate case proceeding before the commission. The acquiring public utility may collect a distribution system improvement charge during this time, as approved by the commission under this chapter.

(5) The selling utility's cost of service shall be incorporated into the revenue requirement of the acquiring public utility as part of the acquiring utility's next base rate case proceeding. The original source of funding for any part of the water or sewer assets of the selling utility shall not be relevant to determine the value of said assets.

**(e) Acquisitions by entity.**--An entity shall provide all the information required by subsection (d) (1) to the commission as an attachment to its application for a certificate of public convenience filed pursuant to section 1102.

**(f) Postacquisition projects.**--The following apply:

(1) An acquiring public utility's postacquisition improvements that are not included in a distribution improvement charge shall accrue allowance for funds used during construction after the date the cost was incurred until the asset has been in service for a period of four years or until the asset is included in the acquiring public utility's next base rate case, whichever is earlier.

(2) Depreciation on an acquiring public utility's postacquisition improvements that have not been included in the calculation of a distribution system improvement charge shall be deferred for book and ratemaking purposes.

**(g) Definitions.**--The following words and phrases when used in this section shall have the meanings given to them in this section unless the context clearly indicates otherwise:

**"Acquiring public utility."** A water or wastewater public utility subject to regulation under this title that is acquiring a selling utility as the result of a voluntary arm's-length transaction between the buyer and seller.

**"Allowance of funds used during construction."** An accounting practice that recognizes the capital costs, including debt and equity funds that are used to finance the construction costs of an improvement to a selling utility's assets by an acquiring public utility.

**"Entity."** A person, partnership or corporation that is acquiring a selling utility and has filed or whose affiliate has

filed an application with the commission seeking public utility status pursuant to section 1102.

**"Fair market value."** The average of the two utility valuation expert appraisals conducted under subsection (a)(2).

**"Ratemaking rate base."** The dollar value of a selling utility which, for postacquisition ratemaking purposes, is incorporated into the rate base of the acquiring public utility or entity.

**"Rate stabilization plan."** A plan that will hold rates constant or phase rates in over a period of time after the next base rate case.

**"Selling utility."** A water or wastewater company located in this Commonwealth, owned by a municipal corporation or authority that is being purchased by an acquiring public utility or entity as the result of a voluntary arm's-length transaction between the buyer and seller.

**"Utility valuation expert."** A person hired by an acquiring public utility and selling utility for the purpose of conducting an economic valuation of the selling utility to determine its fair market value.

(Apr. 14, 2016, P.L.76, No.12, eff. 60 days)

**2016 Amendment.** Act 12 added section 1329.

## APPENDIX C

### SUPPORTING DOCUMENTS

- **CONTRACT II - CONSTRUCTION OF 1.0MG KEHLY RUN STEEL RESERVOIR**
- **CONTRACT – CONSTRUCTION OF 12-INCH WATER TRANSMISSION MAIN FROM RAVEN RUN WTP TO COAL STREET**
- **CONTRACT IV – ELECTRICAL WORK RELATED TO THE CONSTRUCTION OF THE SHENANDOAH WTP**
- **LIMITED SCOPE VALUATION STUDY, DATED NOVEMBER 2016**
- **MAINTENANCE BUILDING PROPERTY INFORMATION**
- **PS #5 AND CARTAKEE HOUSE PROPERTY INFORMATION**
- **RAVEN RUN DAM #2 CONSTRUCTION INFORMATION**
- **RAVEN RUN DAM #3 CONSTRUCTION INFORMATION**
- **CONTRACT – REPAINT 0.5 MG SHENANDOAH HEIGHTS STANDPIPE**
- **RINGTOWN DAM #5 & #6 CONSTRUCTION INFORMATION**
- **WAREHOUSE BUILDING PROPERTY INFORMATION**
- ***ASSURED REALTY TRANSFER MEMO, DATED SEPTEMBER 9, 2021***

**CONTRACT DOCUMENTS**  
**FOR**  
**CONTRACT II**  
**CONSTRUCTION OF**  
**THE 1.0 MILLION GALLON**  
**KEHLY RUN STEEL RESERVOIR**  
**FOR THE**  
**MUNICIPAL AUTHORITY OF THE**  
**BOROUGH OF SHENANDOAH**  
**SHENANDOAH, PENNSYLVANIA**

**PROJECT NO. 26607**

**MAY 1990**

**GANNETT FLEMING, INC.**  
**WATER RESOURCES AND GEOTECHNICAL DIVISION**



**HARRISBURG, PENNSYLVANIA**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that a CORPORATION known as \_\_\_\_\_

Johnston Construction Company

organized and existing under the laws of the State of Pennsylvania

A PARTNERSHIP, known as \_\_\_\_\_

consisting of the following members \_\_\_\_\_

AN INDIVIDUAL \_\_\_\_\_

trading as \_\_\_\_\_

of P. O. Box 98, 4331 Fox Run Road, Dover

in the State of Pennsylvania, hereinafter

called PRINCIPAL, and Reliance Insurance Company

of the City of Philadelphia, State of Pennsylvania

a corporation created and existing under the laws of the State of Pennsylvania

hereinafter called SURETY, are held and firmly bound unto the MUNICIPAL

AUTHORITY OF THE BOROUGH OF SHENANDOAH, SHENANDOAH, PENNSYLVANIA, and the

PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY, HARRISBURG, PENNSYLVANIA,

(Co-Obligee), as Obligee, in the full and just sum of Six Hundred Fourteen

Thousand Three Hundred Fifty Nine and ----- 00/100

Dollars (\$614,359.00 \*\*), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

PROPOSAL

TO: MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH

FOR: CONSTRUCTION OF 12-INCH WATER TRANSMISSION MAIN FROM  
PROPOSED RAVEN RUN WATER TREATMENT PLANT TO COAL STREET

Pursuant to and in compliance with the request for bids on the above-captioned work, the undersigned offers to furnish all labor, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to the CONSTRUCTION OF 12-INCH WATER TRANSMISSION MAIN FROM PROPOSED RAVEN RUN WATER TREATMENT PLANT TO COAL STREET, complete in every respect, in strict accordance with the Contract Documents as defined in the Specifications and any future changes therein as provided in the Contract and Specifications, and to perform all other obligations imposed by the Contract for the prices named in the following schedule:

SCHEDULE OF PRICES

Item No.	Estimated Quantities	Item Description	Unit Price Dollars & Cents	Total Amount Dollars & Cents
1	Lump Sum	Mobilization and Demobilization		\$ <u>17,990.00</u>
2	296 C.Y.	Unclassified Excavation and Backfill with 2 RC	\$ <u>.01</u>	\$ <u>2.96</u>
3	5,979 C.Y.	Unclassified Excavation and Backfill with Approved Excavated Material	\$ <u>.01</u>	\$ <u>59.79</u>
4	75 C.Y.	Excavation of Unsuitable Material Below Planned Subgrade and Backfill with 2 RC	\$ <u>35.00</u>	\$ <u>2,625.00</u>
5	1,130 L.F.	Furnish and Install 16" Ductile Iron Water Main	\$ <u>43.30</u>	\$ <u>48,929.00</u>

## SCHEDULE OF PRICES (Cont'd)

Item No.	Estimated Quantities	Item Description	Unit Price Dollars & Cents	Total Amount Dollars & Cents
6	6,872 L.F.	Furnish and Install 12" Ductile Iron Water Main	\$ <u>27.00</u>	\$ <u>185,544.00</u>
7	1 Each	Furnish and Install 16" Butterfly Valve	\$ <u>2,150.00</u>	\$ <u>2,150.00</u>
8	6 Each	Furnish and Install 12" Gate Valve	\$ <u>925.00</u>	\$ <u>5,550.00</u>
9	1 Each	Furnish and Install 12" Tapping Sleeve and Valve, Complete	\$ <u>4,135.00</u>	\$ <u>4,135.00</u>
10	6 Each	Furnish and Install Blowoff/Air Release Hydrant	\$ <u>985.00</u>	\$ <u>5,910.00</u>
11	Lum Sum	Furnish and Install 8" Blow-off at Station 31+47, Complete	\$ <u>1,600.00</u>	\$ <u>1,600.00</u>
12	127 S.Y.	Temporary Pavement Replacment	\$ <u>6.00</u>	\$ <u>762.00</u>
13	203 S.Y.	Permanent Pavement Replacement	\$ <u>24.20</u>	\$ <u>4,912.60</u>
14	Lump Sum	Modification and Stabilization of Existing Access Road, Complete		\$ <u>5,510.00</u>
15	Lump Sum	Clearing & Grubbing		\$ <u>10,650.00</u>
16	50 L.F.	Installation of Stream Crossing Concrete Encase- ments	\$ <u>65.50</u>	\$ <u>3,275.00</u>

**Gonnett Fleming**

## SCHEDULE OF PRICES (Cont'd)

Item No.	Estimated Quantities	Item Description	Unit Price Dollars & Cents	Total Amount Dollars & Cents
17	20 L.F.	Installation of Concrete Encasement of Existing 12" Water Main	\$ <u>65.50</u>	\$ <u>1,310.00</u>
18	Lump Sum	Furnish and Install Precast Meter/PRV Chamber, Complete		\$ <u>53,705.00</u>
19	6,800 L.F.	Finished Grading and Seeding	\$ <u>1.00</u>	\$ <u>6,800.00</u>
20	3 Ea.	Furnish and Install Access Road Gates	\$ <u>1,870.00</u>	\$ <u>5,610.00</u>
21	80 L.F.	Furnish and Install 8" Corrugated Drain Pipe	\$ <u>23.20</u>	\$ <u>1,856.00</u>
22	Lump Sum	Furnish and Install Catch Basin and Corrugated Drain Pipe		\$ <u>2,150.00</u>
23	Lump Sum	Furnish and Install ACCMP Arch Cross Drain and Catch Basin at Station 73+25		\$ <u>2,330.00</u>
24	Lump Sum	Connection at Station 0+00, Complete		\$ <u>12,830.00</u>
25	Lump Sum	Connection at Station 19+37, Complete		\$ <u>5,000.00</u>
26	Lump Sum	Connection at Station 68+28, Complete		\$ <u>6,440.00</u>

SCHEDULE OF PRICES (Cont'd)

Item No.	Estimated Quantities	Item Description	Unit Price Dollars & Cents	Total Amount Dollars & Cents
27	Lump Sum	Disconnection of Existing Water Main at Belmont Avenue and Coal Street		\$ 2,350.00
TOTAL BID - ITEMS 1 THROUGH 27, INCLUSIVE			\$ 399,986.35	

*RF*  
*7/26*

Receipt of the following addenda is hereby acknowledged:

Addendum No. 1 Date Received: 7/10/90  
 Addendum No. 2 Date Received: 7/24/90  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

The presentation in the foregoing schedule of unit prices that are obviously unbalanced may be sufficient cause for rejection of the entire Proposal whether or not such Proposal is the lowest submitted.

Other additional and extra work, if any, performed in accordance with the Contract shall be paid for as provided in the Specifications.

The Specifications and all papers required thereof and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned Bidder hereby represents as follows:

- (1) That he has visited and examined the site of the work, and has carefully examined the Proposal, the Contract, the Drawings, and the Specifications;
- (2) That no officer, agent, or employee of the OWNER is personally interested, directly or indirectly, in this Proposal and accompanying Contract or the compensation to be paid hereunder;
- (3) That this Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is, in all respects, fair and without collusion or fraud; and



SILICON POWER CONTROLS, INC.

334 NORTH SECOND ST.

PO BOX G

FRACKVILLE, PA 17931

2

**CONTRACT IV - ELECTRICAL WORK RELATED  
TO THE CONSTRUCTION OF THE  
SHENANDOAH WATER TREATMENT PLANT**

**FOR THE**

**MUNICIPAL AUTHORITY OF  
THE BOROUGH OF SHENANDOAH  
SHENANDOAH, PENNSYLVANIA**

**JULY 1992**

**PROJECT 26607**

**GANNETT FLEMING, INC.  
WATER RESOURCES AND GEOTECHNICAL DIVISION**

**HARRISBURG, PENNSYLVANIA**

CONTRACT DOCUMENTS

FOR

CONTRACT IV - ELECTRICAL WORK RELATED  
TO THE CONSTRUCTION OF THE  
SHENANDOAH WATER TREATMENT PLANT

FOR THE

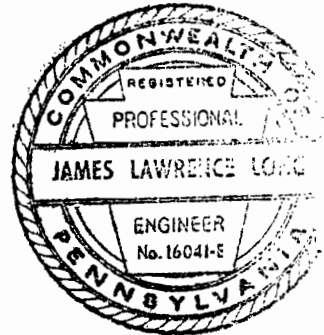
MUNICIPAL AUTHORITY OF  
THE BOROUGH OF SHENANDOAH  
SHENANDOAH, PENNSYLVANIA



7/14/92

JULY 1992

PROJECT 26607



*James Lawrence Long*  
July 14, 1992

GANNETT FLEMING, INC.  
WATER RESOURCES AND GEOTECHNICAL DIVISION  
HARRISBURG, PENNSYLVANIA

PROPOSAL

TO: MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH  
SHENANDOAH, PENNSYLVANIA

FOR: CONTRACT IV - ELECTRICAL WORK RELATED TO THE CONSTRUCTION OF THE  
SHENANDOAH WATER TREATMENT PLANT

Pursuant to and in compliance with the request for bids on the above-captioned work, the undersigned offers to furnish all labor, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to CONTRACT IV - ELECTRICAL WORK RELATED TO THE CONSTRUCTION OF THE SHENANDOAH WATER TREATMENT PLANT complete in every respect, in strict accordance with the Contract Documents as defined in the Specifications and any future changes therein as provided in the Contract Drawings and Specifications, and to perform all other obligations imposed by the Contract for the lump sum price listed below:

*Six Hundred Sixty Seven Thousand Five Hundred Seventy Five* Dollars  
and *ZERO* Cents (*\$667,575.00*)

BASE BID MANUFACTURERS OF MAJOR MATERIALS AND EQUIPMENT		
A. ELECTRICAL		
1.	Emergency Generator Set	<i>Onan</i>
2.	Panelboards	<i>Square D</i>
3.	Transformers	<i>Square D</i>
4.	Motor Starters	<i>Square D</i>
5.	Transient Voltage Surge Protection Equipment	<i>Leviton</i>

**Gannett Fleming**

## SUPPLEMENTAL UNIT PRICES

Supplemental unit prices shall be used during construction if the quantities defined within limits set by the Specifications and shown on the Drawings are increased or decreased by the Engineer in a manner defined hereinabove in the Information for Bidders. All labor, material, tools, equipment, and work involved in each unit of work shall be in accordance with the governing sections and Articles of these Specifications.

SCHEDULE OF SUPPLEMENTAL UNIT PRICES  
FOR ADDITIONS, DEDUCTIONS, OR DELETIONS IN CONTRACT QUANTITIES

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
Conduit Trench Excavation - Earth (Includes Backfill)	Cu. Yd.	\$ <u>25.00</u>
Conduit Trench Excavation - Rock (Includes Backfill)	Cu. Yd.	\$ <u>175.00</u>
Conduit Trench Excavation - Unsuitable Material (Includes Backfill)	Cu. Yd.	\$ <u>30.00</u>
Class B Concrete Encasement (For Conduit) (All Structures)	Cu. Yd.	\$ <u>69.00</u>
3/4" Rigid Galvanized Steel Conduit	Ln. Ft.	\$ <u>3.10</u>
1" Rigid Galvanized Steel Conduit	Ln. Ft.	\$ <u>3.90</u>
3/4" PVC Coated Rigid Galvanized Steel Conduit	Ln. Ft.	\$ <u>4.30</u>
1" PVC Conduit	Ln. Ft.	\$ <u>1.70</u>
2" PVC Conduit	Ln. Ft.	\$ <u>2.80</u>
3" PVC Conduit	Ln. Ft.	\$ <u>3.90</u>
2C #18 Shielded Twisted Cable	Ln. Ft.	\$ <u>1.20</u>
#12 Copper AWG Conductor THWN	Ln. Ft.	\$ <u>.35</u>
#12 Copper AWG Conductor THHN	Ln. Ft.	\$ <u>.35</u>
Terminate 2C #18 Cable	Ea. End	\$ <u>1.70</u>
Terminate #12 Conductor	Ea. End	\$ <u>1.20</u>

SUBSTITUTED ITEMS

1. Proposal Item No. \_\_\_\_\_
  - (a) Specified equipment to be substituted:  
\_\_\_\_\_
  - (b) Specified Manufacturer: \_\_\_\_\_  
Total Bid Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_ \*
  - (c) Substituted Manufacturer: \_\_\_\_\_  
Total Alternate Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_
  
2. Proposal Item No. \_\_\_\_\_
  - (a) Specified equipment to be substituted:  
\_\_\_\_\_
  - (b) Specified Manufacturer: \_\_\_\_\_  
Total Bid Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_ \*
  - (c) Substituted Manufacturer: \_\_\_\_\_  
Total Alternate Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_
  
3. Proposal Item No. \_\_\_\_\_
  - (a) Specified equipment to be substituted:  
\_\_\_\_\_
  - (b) Specified Manufacturer: \_\_\_\_\_  
Total Bid Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_ \*
  - (c) Substituted Manufacturer: \_\_\_\_\_  
Total Alternate Price of Proposal Item No. \_\_\_\_\_ \$ \_\_\_\_\_

\* This price shall be identical to the price shown in the Proposal for the same item number.

(ATTACH ADDITIONAL SHEETS OF SAME FORMAT IF REQUIRED)

**Gannett Fleming**

Receipt of the following addenda is hereby acknowledged:

Addendum No. <u>1</u>	Date Received: <u>Aug. 6, 1992</u>
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

The presentation in the foregoing schedule of unit prices that are obviously unbalanced may be sufficient cause for rejection of the entire Proposal whether or not such Proposal is the lowest submitted.

Other additional and extra work, if any, performed in accordance with the Contract shall be paid for as provided in the Specifications.

The Specifications and all papers required thereof and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned Bidder hereby represents as follows:

(a) That he has visited and examined the site of the work, and has carefully examined the Proposal, the Contract, the Drawings, and the Specifications;

(b) that no officer, agent, or employee of the MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH is personally interested, directly or indirectly, in this Proposal and accompanying Contract or the compensation to be paid hereunder;

(c) that this Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is, in all respects, fair and without collusion or fraud; and

(d) that should this Proposal, including any combination of alternates, additions, deductions or omissions indicated or authorized by the Schedule of Prices be accepted by the MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAN within 60 days of the opening of bids, he will execute the Contract and furnish the properly executed bonds and insurance certificates within the time and in the forms and amount required by the Contract Documents as defined in the Specifications; and that upon his failure, neglect, or refusal to do so, he shall forfeit to the Owner the Proposal Security accompanying this Proposal, not as a penalty, but as liquidated damages.

**Gannett Fleming**

ATTEST:

Date AUG 14, 1992

SILICON POWER CONTROLS, INC.  
Corporation Contractor

Julia Chowansky  
Secretary

VICE C. J. [Signature] (AFFIX  
President CORPORATE  
SEAL)

WITNESS

\_\_\_\_\_  
Individual-Contractor (SEAL)

WITNESS

\_\_\_\_\_  
Partnership-Contractor

\_\_\_\_\_  
By Partner (SEAL)

\_\_\_\_\_  
Partner (SEAL)

\_\_\_\_\_  
Business Address of Bidder

**MUNICIPAL AUTHORITY OF SHENANDOAH  
BOROUGH WATER SYSTEM**

**LIMITED SCOPE VALUATION STUDY**

**PRESENTED**

**TO**

**THE PENNSYLVANIA ECONOMY LEAGUE**

**CENTRAL PA LLC**

**88 NORTH FRANKLIN STREET, SUITE 200**

**WILKES BARRE, PA 18701-1393**

**SHAMBAUGH UTILITY CONSULTING, LLC**

**1260 MOUNTAIN VIEW ROAD**

**SHERMANS DALE, PA 17090**

**PHONE: 717-991-4180**

**NOVEMBER 2016**

November 4, 2016

Mr. Gerald Cross, Executive Director  
Pennsylvania Economy League, Central PA LLC  
88 North Franklin Street, Suite 200  
Wilkes-Barre, PA 18701-1393

Re: Municipal Authority of Shenandoah  
Borough Water System –  
Limited Scope Valuation Study

Dear Mr. Cross:

Per your authorization, Shambaugh Utility Consulting, LLC has completed a limited scope valuation study of the Municipal Authority of Shenandoah Borough Water System (the "Authority"). Shambaugh Consulting understands that this study is a continuation of the efforts on behalf of The Pennsylvania Economy League Central PA LLC with respect to the long term financial viability of the Authority's water system.

A fair market valuation for a utility system is typically determined by three (3) approaches, namely income, cost and market. For our limited scope study, we have determined the depreciated original costs of the fixed utility assets (cost approach), the anticipated value from the perspective of an investor owned water and sewer company (market approach) and have performed a review of the current and projected net income or loss of the Authority (income approach).

### **Cost Approach**

The cost approach typically begins with the development of the depreciated original costs values of the fixed capital utility assets as the basis of the valuation determinations under this approach. Shambaugh consulting obtained fixed asset data from the Authority's auditor which provided limited details with respect to the type or condition of the assets. We adjusted the Authority's life expectancies of the asset categories and recalculated the annual and accrued depreciation on an age/life basis

utilizing the mid-year convention as the in-service date for all the assets. This is the typical approach utilized in the utility industry. The results of the detailed calculations are contained in Supporting Schedule No. 1. Based upon our revised calculations, the Authority's depreciated utility plant in service at December 31, 2015 amounts to \$14,007,494 as compared to the book calculation of \$11,929,634. Shambaugh Consulting lengthened several of the per book life expectancies of the utility plant assets based upon our experience in water plant depreciation. This information provides the basis, or the book value, for the next steps in developing the cost approach valuation of the Authority's fixed capital assets.

It is important to determine the current value of the fixed capital assets or the value of those assets at today's costs. Shambaugh Consulting employed a Reproduction Cost New Less Depreciation (RCNLD) Methodology in estimating the cost of reproducing the identical property at a price level at December 31, 2015. To accomplish this task, a process of trending the original cost of the fixed capital assets by the ratio of the appropriate cost indexes for the two-time periods concerned, the original installation date and the study date, was employed. We utilized the Handy-Whitman Trends of Construction Costs in developing the appropriate indexes for the North Atlantic Region.

The results of the trended original cost analysis indicate that the Authority's fixed capital assets have an undepreciated value of \$48,653,801 which includes land, intangibles and small equipment and tools that were included at their original cost values and not trended for this study. The detailed calculations of the trended original costs are set forth on Supporting Schedule No. 2.

It is necessary to depreciate the trended original costs to develop the value of those assets as of the study date of December 31, 2015. We employed the same life expectancies as set forth in developing the depreciated original costs at December 31, 2015. Based upon our calculations of the asset information provided, the RCNLD calculations produces a depreciated value of the fixed capital assets of \$33,327,648 at December 31, 2015. Shambaugh Consulting did not, during the course of this study, perform any due diligence with respect to the condition of the fixed capital assets or assess any cost to cure for deficient or failing assets. This aspect of the valuation process will be addressed later in this report.

## Market Approach

It is important to note that a market approach would employ market comparable sales of similar utility systems. In the utility industry, there are no two utility systems that are exactly alike in customer base, operations, service territory, financing structure capital investment, and provide service under the same economic conditions. Any reliance solely on a sale price of another water system is not advisable. For the purpose of this study, we will provide a range of values per customer connection and have performed an analysis of the market to book ratios of investor owned water utilities as a barometer with respect to a potential investor's willingness to invest in the Authority's water system and at what cost.

The Authority has approximately 3,000 residential and commercial customers located in the Shenandoah Borough and in the surrounding municipalities of Schuylkill County. Water systems usually command a cost per connection or meter equivalency of at least \$1,000 per connection and have realized purchase prices per meter equivalency of \$2,500 or higher. The Authority has a very unusual situation in that the fixed capital investment per customer is approximately \$4,700 per customer resulting from the restatement of the book value at December 31, 2015. This is a significant investment per customer that has resulted in the uncertainty of the future long term viability of the water system.

Investor owned utilities will typically base their offer to purchase on a reasonable market to book ratio of their common stock sales with considerations of the profitability of the system to be acquired. In recent times, publicly traded water companies average market to book values have exceeded a factor of 2.47 times. This has been the case for the two largest investor owned water systems operating in Pennsylvania. However, the Authority has some operating difficulties that will likely limit the offers to purchase and those issues will be discussed later in this report. Shambaugh Consulting has utilized a conservative approach and adopted a market to book ratio of 1.5 times. Therefore, the Authority's indicated value from a market approach would be approximately \$21 million ( $\$14,007,494 \times 1.5$ ) before any consideration of the affordability of the future rates necessary to support the purchase price or the amount of investment necessary to repair or replace the existing facilities.

## INCOME APPROACH

Shambaugh Consulting was provided with a copy of Aurel M. Arndt's report which sets forth the current and projected financial condition of the Authority for fiscal years' 2015 through 2020. The primary result of that analysis is that the Authority will accumulate operating losses for the period of approximately \$866,320. The Authority must increase existing rates significantly over the next five to ten years to avoid significant operating losses and provide for fixed capital investments. Based upon our review of Mr. Arndt's report, Shambaugh Consulting would agree with the findings of that report. However, that report clearly indicates that the current rates are high in comparison to similar systems and that any increase to those rates may create an affordability issue for many of the Authority's customers. Mr. Arndt indicates in his report that along with a steady decline in the Authority's customer base approximately 30% of the households in Shenandoah are below the poverty level.

Therefore, any pro forma increase to the existing customer rates would not generate any sizable future income streams that would be available for capitalization or produce a value from an income approach.

## CONCLUSIONS OF VALUE

Shambaugh Consulting conclusions of value of the Authority's water system would range between the book value of \$14,007,494 and the market to book value of \$21,011,241. Shambaugh Consulting has not discounted these values for the condition of the assets or the poor financial condition of the water system for the following reasons:

### *Condition of the Assets / Current Financial Condition*

Shambaugh Consulting did not perform any due diligence regarding the condition of the assets for this limited scope valuation study. Mr. Arndt set forth an estimate of capital investment of over \$30 million for capital investment. A cost to cure adjustment of \$30 million to the Reproduction Cost New Less Depreciation value of approximately \$33.3 million would reduce the water system's value to a range of \$3.3 million. However, investor's may consider the water system's fixed capital needs as an

Gerald Cross, Executive Director  
November 4, 2016  
Page 5

opportunity for investment if they have an opportunity to earn a return and recover their investment through customers' rates.

An investor owned utility in Pennsylvania can, by law, aggregate future operating and capital costs of the authority to a larger customer base that would include all their water **and** sewer customers in Pennsylvania. This may be the solution for the Authority to preserve some value for their water system and provide reasonable rates for their residents.

Shambaugh Consulting conclusions are based upon information provided by the Authority and cannot reflect the market reaction to the potential sale of the Authority's water system. We appreciate the opportunity to provide our services to The Pennsylvania Economy League Central PA LLC and would welcome the opportunity to discuss our report.

Respectfully Submitted,  
Shambaugh Consulting, LLC



By: Gary D. Shambaugh  
Managing Principal

**MUNICIPAL AUTHORITY OF SHENANDOAH  
BOROUGH WATER SYSTEM**

**LIMITED SCOPE VALUATION STUDY**

**Supporting Schedule No. 1**

**SHAMBAUGH UTILITY CONSULTING, LLC**

**1260 MOUNTAIN VIEW ROAD  
SHERMANS DALE, PA 17090  
PHONE: 717-991-4180**

**NOVEMBER 2016**

**Municipal Authority of the Borough of Shenandoah**  
**Annual and Accrued Depreciation of Utility Plant In Service**  
**At December 31, 2015**

	Year					Annual	Accrued	Depreciated	
	Installed	Method	Life	Cost	Age	Depreciation	Depreciation	Original Cost	
						Expense	12/31/2015	12/31/2015	
<b>System Upgrade:</b>									
PD	Meters, Mains, Service Lines	2006	SL	75	\$ 19,345.14	9.5	\$257.94	\$2,450	\$16,895
PD	Meters, Mains, Service Lines	2007	SL	75	32,020.76	8.5	426.94	3,629	28,392
PD	Meters, Mains, Service Lines	2008	SL	75	20,884.05	7.5	278.45	2,088	18,796
PD	Meters, Mains, Service Lines	2009	SL	75	2,591.99	6.5	34.56	225	2,367
PD	Meters, Mains, Service Lines	2010	SL	75	7,125.94	5.5	95.01	523	6,603
PD	Plant Upgrade	2012	SL	75	663,361.82	3.5	8,844.82	30,957	632,405
PD	Plant System Support Software Upgrade	2013	SL	10	4,866.00	2.5	486.60	1,217	3,649
PD	HMI Upgrade on SCADA System	2014	SL	10	16,500.00	1.5	1,650.00	2,475	14,025
	<b>Total</b>				<b>\$ 766,695.70</b>		<b>\$12,074.32</b>	<b>\$43,564</b>	<b>\$723,132</b>
<b>Water Collection &amp; Purification:</b>									
WC	Kehly Run Dam breach repairs	2008	SL	80	\$ 160,143.70	7.5	\$2,001.80	\$15,014	\$145,130
WC	Permanent Repairs Reservoir #5	2009	SL	80	75,091.67	6.5	938.65	6,101	68,991
WC	Water System Improvements - Eng.	2009	SL	75	61,577.96	6.5	821.04	5,337	56,241
WC	Raven Run III Reservoir Repairs	2012	SL	80	27,750.00	3.5	346.88	1,214	26,536
WC	Pump Stations #5 Roof Repairs	2012	SL	20	11,430.00	3.5	571.50	2,000	9,430
WC	Pump for Reservoir #5	2015	SL	25	88,890.96	0.5	3,555.64	1,778	87,113
	<b>Total</b>				<b>\$ 424,884.29</b>		<b>\$8,235.51</b>	<b>\$31,444</b>	<b>\$393,440</b>
<b>Water Treatment Plant:</b>									
WP	Equipment	2009	SL	30	\$ 19,787.82	6.5	\$659.59	\$4,287	\$15,501
WP	Lighting Fixtures	2013	SL	15	8,333.61	2.5	555.57	1,389	6,945
	<b>Total</b>				<b>\$ 28,121.43</b>		<b>\$1,215.16</b>	<b>\$5,676</b>	<b>\$22,446</b>
<b>Equipment:</b>									
PD	Meter Equipment	2006	SL	15	\$ 21,795.18	9.5	\$1,453.01	\$13,804	\$7,991
PD	Meter Equipment	2007	SL	15	1,785.08	8.5	119.01	1,012	773
PD	Tools	2007	SL	10	2,069.95	8.5	207.00	1,760	310



**Municipal Authority of the Borough of Shenandoah  
Annual and Accrued Depreciation of Utility Plant In service  
At December 31, 2015**

**Fixed Capital Assets Placed into Service Prior to October 1, 2006**

Description	Original Cost 12/31/2015	Year Installed	Life	Age	Annual Depreciation Expense	Accrued Depreciation 12/31/2015	Depreciated Original Cost 12/31/2015
L Misc. Intangible Plant	\$ 85,139.00				\$0.00	\$0	\$85,139
WC Engineering Fees - Dam	1,654,315.46	1992	80	23.5	20,678.94	485,955	1,168,360
L Land	144,751.20				0.00	0	144,751
CI Financing Cost	556,648.30	1992	80	23.5	6,958.10	163,515	393,133
WP Bldg & Structures	500,521.50	1982	75	33.5	6,673.62	223,566	276,956
WC Collect & Reservoirs	3,289,993.37	1981	100	34.5	32,899.93	1,135,048	2,154,945
WC Filtration Plant	7,647,991.75	2004	75	11.5	101,973.22	1,172,692	6,475,300
PD Wells & Springs	1,935.00	1987	50	28.5	38.70	1,103	832
PD Pumping Equipment	195,068.93				0.00	0	195,069
PD Water Treatment Equipment	204,537.90	1988	45	27.5	4,545.29	124,995	79,543
PD Dist Res & Standpipes	1,113,598.44	1987	75	28.5	14,847.98	423,167	690,431
PD Mains	1,277,622.35	1973	100	42.5	12,776.22	542,989	734,633
PD Services	588,514.14	1985	65	30.5	9,054.06	276,149	312,365
PD Meters	451,964.97	1992	35	23.5	12,913.28	303,462	148,503
PD Hydrants	150,635.58	1992	75	23.5	2,008.47	47,199	103,437
OFF Office Furn & Equip	72,766.12				0.00	72,766	0
TE Trans Equip	170,576.01				0.00	170,576	0
TE Ptools Shop & Equip	130,641.81				0.00	130,642	0
CE Comm Equip	33,958.59				0.00	33,959	0
TE Other Equip	5,398.07	1998	25	17.5	215.92	3,779	1,619
<b>Total</b>	<b>\$ 18,276,578.49</b>				<b>\$ 225,583.73</b>	<b>\$5,311,562</b>	<b>\$ 12,965,016.00</b>

**MUNICIPAL AUTHORITY OF SHENANDOAH  
BOROUGH WATER SYSTEM**

**LIMITED SCOPE VALUATION STUDY**

**Supporting Schedule No. 2**

**SHAMBAUGH UTILITY CONSULTING, LLC**

**1260 MOUNTAIN VIEW ROAD  
SHERMANS DALE, PA 17090  
PHONE: 717-991-4180**

**NOVEMBER 2016**

**Municipal Authority of the Borough of Shenandoah**  
**Annual and Accrued Depreciation of Utility Plant In Service**  
**At December 31, 2015**

**Reproduction Cost New Less Depreciation**

**Trended Depreciated Original Costs**

	Year	Method	Life	Cost	Age	Annual	Accrued	Depreciated	Line No.	Handy-Whitman Trend Factors	Trended	Trended	Depreciated	
						Depreciation	Depreciation	Original Cost			Original	Accrued	Trended Original	
						Expense	12/31/2015	12/31/2015			Costs	Depreciation	Costs	
<b>System Upgrade:</b>														
PD	Meters, Mains, Service Lines	2006	SL	75	\$ 19,345.14	9.5	\$257.94	\$2,450	\$16,895	34	1.4970	\$ 28,960	\$ 3,668	\$ 25,292
PD	Meters, Mains, Service Lines	2007	SL	75	32,020.76	8.5	426.94	3,629	28,392	34	1.4094	45,130	5,115	40,015
PD	Meters, Mains, Service Lines	2008	SL	75	20,884.05	7.5	278.45	2,088	18,796	34	1.2704	26,531	2,653	23,878
PD	Meters, Mains, Service Lines	2009	SL	75	2,591.99	6.5	34.56	225	2,367	34	1.2166	3,153	274	2,879
PD	Meters, Mains, Service Lines	2010	SL	75	7,125.94	5.5	95.01	523	6,603	34	1.1933	8,503	624	7,879
PD	Plant Upgrade	2012	SL	75	663,361.82	3.5	8,844.82	30,957	632,405	17	1.1434	758,488	35,396	723,092
PD	Plant System Support Software Upgrade	2013	SL	10	4,866.00	2.5	486.60	1,217	3,649	17	1.1024	5,364	1,342	4,022
PD	HMI Upgrade on SCADA System	2014	SL	10	16,500.00	1.5	1,650.00	2,475	14,025	17	1.0564	17,431	2,615	14,816
<b>Total</b>					<b>\$ 766,696.70</b>		<b>\$12,074.32</b>	<b>\$43,564</b>	<b>\$723,132</b>			<b>\$ 893,560</b>	<b>\$ 51,687</b>	<b>\$841,873</b>
<b>Water Collection &amp; Purification:</b>														
WC	Kehly Run Dam breach repairs	2008	SL	80	\$ 160,143.70	7.5	\$2,001.80	\$15,014	\$145,130	2	1.1312	\$ 181,155	\$ 16,984	\$ 164,171
WC	Permanent Repairs Reservoir #5	2009	SL	80	75,091.67	6.5	938.65	6,101	68,991	2	1.1215	84,215	6,842	77,373
WC	Water System Improvements - Eng.	2009	SL	75	61,577.96	6.5	821.04	5,337	56,241	2	1.1215	69,060	5,985	63,075
WC	Raven Run III Reservoir Repairs	2012	SL	80	27,750.00	3.5	346.88	1,214	26,536	2	1.0457	29,018	1,269	27,749
WC	Pump Stations #5 Roof Repairs	2012	SL	20	11,430.00	3.5	571.50	2,000	9,430	9	1.2563	14,360	2,513	11,847
WC	Pump for Reservoir #5	2015	SL	25	88,890.96	0.5	3,555.64	1,778	87,113	9	1.0476	93,122	1,863	91,259
<b>Total</b>					<b>\$ 424,884.29</b>		<b>\$8,235.51</b>	<b>\$31,444</b>	<b>\$393,440</b>			<b>\$ 470,930</b>	<b>\$ 35,456</b>	<b>\$435,474</b>
<b>Water Treatment Plant:</b>														
WP	Equipment	2009	SL	30	\$ 19,787.82	6.5	\$659.59	\$4,287	\$15,501	17	1.2793	\$ 25,315	\$ 5,484	\$ 19,831
WP	Lighting Fixtures	2013	SL	15	8,333.61	2.5	555.57	1,389	6,945	17	1.1024	9,187	1,531	7,656
<b>Total</b>					<b>\$ 28,121.43</b>		<b>\$1,215.16</b>	<b>\$5,676</b>	<b>\$22,446</b>			<b>\$ 34,502</b>	<b>\$ 7,015</b>	<b>\$ 27,487</b>
<b>Equipment:</b>														
PD	Meter Equipment	2006	SL	15	\$ 21,795.18	9.5	\$1,453.01	\$13,804	\$7,991	40	1.6250	\$ 35,417	\$ 22,432	\$ 12,985
PD	Meter Equipment	2007	SL	15	1,785.08	8.5	119.01	1,012	773	40	1.3945	2,489	1,411	1,078
PD	Tools	2007	SL	10	2,069.95	8.5	207.00	1,760	310	Unity	1.0000	2,070	1,760	310
PD	Plant Equipment	2008	SL	10	38,500.00	7.5	3,850.00	28,875	9,625	17	1.3688	52,699	39,524	13,175
PD	Lawn Tractor	2008	SL	10	3,019.99	7.5	302.00	2,265	755	Unity	1.0000	3,020	2,265	755
PD	Tools & Equipment	2009	SL	10	12,672.98	6.5	1,267.30	8,237	4,436	Unity	1.0000	12,673	8,237	4,436
PD	Water Storage Tanks Repairs	2009	SL	10	7,630.00	6.5	763.00	4,960	2,670	17	1.2793	9,761	6,345	3,416
PD	Tools & Equipment	2010	SL	10	2,027.67	5.5	202.77	1,115	913	Unity	1.0000	2,028	1,115	913
PD	Commercial Lawn Mower	2010	SL	10	8,520.00	5.5	852.00	4,686	3,834	Unity	1.0000	8,520	4,686	3,834
PD	Wacker Generator	2010	SL	10	2,200.00	5.5	220.00	1,210	990	Unity	1.0000	2,200	1,210	990
PD	Actuator	2011	SL	10	4,777.00	4.5	477.70	2,150	2,627	17	1.1992	5,729	2,578	3,151
PD	Permanent Electrical Repairs	2011	SL	10	10,695.00	4.5	1,069.50	4,813	5,882	17	1.1992	12,825	5,772	7,053
PD	Actuator	2013	SL	10	6,567.50	2.5	656.75	1,642	4,926	17	1.1024	7,240	1,810	5,430
PD	Actuator	2013	SL	10	6,567.50	2.5	656.75	1,642	4,926	17	1.1024	7,240	1,810	5,430
PD	Wacker	2015	SL	10	2,541.25	0.5	254.13	127	2,414	17	1.0214	2,596	130	2,466
PD	Actuator	2015	SL	10	5,546.28	0.5	554.63	277	5,269	17	1.0214	5,665	283	5,382
<b>Total</b>					<b>\$ 136,915.38</b>		<b>\$ 12,905.55</b>	<b>\$ 78,575</b>	<b>\$ 58,341</b>			<b>\$ 172,172</b>	<b>\$ 101,368</b>	<b>\$70,804</b>

<b>Transportation Equipment:</b>														
TE	2007 Silverado Dump Truck	2007	SL	10	\$ 31,075.00	8.5	\$3,107.50	\$26,414	\$4,661	Unity	1.0000	\$ 31,075	\$ 26,414	\$ 4,661
TE	Plow Installed on Dump Truck	2008	SL	10	4,430.10	7.5	443.01	3,323	1,107	Unity	1.0000	4,430	3,323	1,107
TE	2009 Ford F150 Truck	2009	SL	10	21,844.22	6.5	2,184.42	14,199	7,645	Unity	1.0000	21,844	14,199	7,645
TE	1985 Chevy 4-Wheel Drive Diesel	2009	SL	10	2,250.00	6.5	225.00	1,463	787	Unity	1.0000	2,250	1,463	787
TE	2010 Ford F150 Truck	2010	SL	10	22,825.00	5.5	2,282.50	12,554	10,271	Unity	1.0000	22,825	12,554	10,271
TE	2011 Ford Ranger Truck	2010	SL	10	21,036.62	5.5	2,103.66	11,570	9,467	Unity	1.0000	21,037	11,570	9,467
<b>Total</b>					<b>\$ 103,460.94</b>		<b>\$ 10,346.09</b>	<b>\$ 69,523</b>	<b>\$ 33,938</b>			<b>\$ 103,461</b>	<b>\$ 69,523</b>	<b>\$ 33,938</b>
<b>Office Furniture &amp; Equipment:</b>														
OFF	KM2550 Kyocera Copier	2007	SL	10	\$ 2,789.00	8.5	\$278.90	\$2,371	\$418	Unity	1.0000	\$2,789	\$ 2,371	\$ 418
OFF	Various Office Equipment	2008	SL	15	1,533.75	7.5	102.25	767	767	Unity	1.0000	1,534	767	767
OFF	Security System	2009	SL	10	4,920.97	6.5	492.10	3,199	1,722	Unity	1.0000	4,921	3,199	1,722
OFF	4 Camera System w/ DVR (#5 house)	2010	SL	10	1,995.00	5.5	199.50	1,097	898	Unity	1.0000	1,995	1,097	898
OFF	4 Camera System w/ DVR (garage)	2011	SL	10	1,995.00	4.5	199.50	898	1,097	Unity	1.0000	1,995	898	1,097
OFF	APC Smart-UPS 5000VA Tower Battery	2012	SL	5	4,495.00	3.5	899.00	3,147	1,348	Unity	1.0000	4,495	3,147	1,348
<b>Total</b>					<b>\$ 17,728.72</b>		<b>\$ 2,171.25</b>	<b>\$ 11,479</b>	<b>\$ 6,250</b>			<b>\$ 17,729</b>	<b>\$ 11,479</b>	<b>\$ 6,250</b>
<b>Total</b>					<b>\$ 1,477,806.46</b>		<b>\$ 46,947.88</b>	<b>\$ 240,261</b>	<b>\$ 1,237,547</b>			<b>\$ 1,692,354</b>	<b>\$ 276,528</b>	<b>\$ 1,415,826</b>
Add: Original Costs and Depreciation														
Assets Installed Prior to 10/01/06					<b>\$ 18,276,578.49</b>		<b>\$ 225,583.73</b>	<b>\$ 5,506,631</b>	<b>\$ 12,769,947</b>	(1)		<b>\$ 46,961,447</b>	<b>\$ 15,049,625</b>	<b>\$ 31,911,822</b>
<b>Grand Total Depreciation</b>					<b>\$ 19,754,384.95</b>		<b>\$ 272,531.61</b>	<b>\$ 5,746,892</b>	<b>\$ 14,007,494</b>			<b>\$ 48,553,801</b>	<b>\$ 15,326,153</b>	<b>\$ 33,327,648</b>

(1) See Supporting Schedule No. 2, Page 2 of 2.

Municipal Authority of the Borough of Shenandoah  
Annual and Accrued Depreciation of Utility Plant In service  
At December 31, 2015

Fixed Capital Assets Placed into Service Prior to October 1, 2006

Reproduction Cost New Less Depreciation  
Trended Depreciated Original Costs

Description	Original Cost 12/31/2015	Year Installed	Life	Age	Annual Depreciation Expense	Accrued Depreciation 12/31/2015	Depreciated Original Cost 12/31/2015	Line No.	Handy- Whitman Trend Factors	Trended Original costs	Trended Accrued Depreciation	Depreciated Trended Original costs
L Misc. Intangible Plant	\$ 85,139.00				\$ -	\$ -	85,139	Unity	1.0000	\$ 85,139	\$ -	\$ 85,139
WC Engineering Fees - Dam	1,654,315.46	1992	80	23.5	20,678.94	485,955	1,168,360	2	1.9481	3,222,772	946,689	2,276,083
L Land	144,751.20				0.00	0	144,751	Unity	1.0000	144,751	-	144,751
CI Financing Cost	556,648.30	1992	80	23.5	6,958.10	163,515	393,133	2	1.9481	1,084,407	318,544	765,863
WP Bldg & Structures	500,521.50	1982	75	33.5	6,673.62	223,566	276,956	15	3.3081	1,655,775	739,579	916,196
WC Collect & Reservoirs	3,289,993.37	1981	100	34.5	32,899.93	1,135,048	2,154,945	2	2.7831	9,156,381	3,158,952	5,997,429
WC Filtration Plant	7,647,991.75	2004	75	11.5	101,973.22	1,172,692	6,475,300	17	1.7938	13,718,968	2,103,575	11,615,393
PD Wells & Springs	1,935.00	1987	50	28.5	38.70	1,103	832	Unity	1.0000	1,935	1,103	832
PD Pumping Equipment	195,068.93				0.00	195,069	-				-	-
PD Water Treatment Equipment	204,537.90	1988	45	27.5	4,545.29	124,995	79,543	17	2.8416	581,215	355,186	226,029
PD Dist Res & Standpipes	1,113,598.44	1987	75	28.5	14,847.98	423,167	690,431	23	3.7857	4,215,750	1,601,983	2,613,767
PD Mains	1,277,622.35	1973	100	42.5	12,776.22	542,989	734,633	34	7.9468	10,153,009	4,315,025	5,837,984
PD Services	588,514.14	1985	65	30.5	9,054.06	276,149	312,365	39	2.7522	1,619,709	760,017	859,692
PD Meters	451,964.97	1992	35	23.5	12,913.28	303,462	148,503	40	2.0561	929,285	623,948	305,337
PD Hydrants	150,635.58	1992	75	23.5	2,008.47	47,199	103,437	42	2.5688	386,953	121,245	265,708
OFF Office Furn & Equip	72,766.12				0.00	72,766	-				-	-
TE Trans Equip	170,576.01				0.00	170,576	-				-	-
TE Ptools Shop & Equip	130,641.81				0.00	130,642	-				-	-
CE Comm Equip	33,958.59				0.00	33,959	-				-	-
TE Other Equip	5,398.07	1998	25	17.5	215.92	3,779	1,619	Unity	1.0000	5,398	3,779	1,619
<b>Total</b>	<b>\$ 18,276,578.49</b>				<b>\$ 225,583.73</b>	<b>\$5,506,631</b>	<b>\$ 12,769,947</b>			<b>\$ 46,961,447</b>	<b>\$ 15,049,625</b>	<b>\$ 31,911,822</b>

MAINTENANCE BLDG

4/6/2022

<p><b>General Information</b></p> <p>Tax Map 64-05-0283.000</p> <p>Parcel Address 0 N FERGUSON STREET</p> <p>SHENANDOAH, PA 17976</p> <p>School District Shenandoah Valley</p> <p>Municipality Shenandoah Borough</p>	<p><b>Legal Information</b></p> <p>Front Of Lot: Depth: Unit of Front: Acres: 0.05</p> <p><a href="#">Land Use Type</a>: 604</p> <p>Roll Section: 8</p> <p><a href="#">Assessment Property Class</a>: CX</p> <p>(Assessment Property Class is NOT a Zoning Classification. Contact the appropriate Municipal Zoning Officer for Zoning Info.)</p>
---	---

<b>Current Ownership Information</b>			
Owner Name	Owner Address	Deed Bk/Pg	Sale Date
SHENANDOAH MNCPL ATHRTY OF	PO BOX 110 SHENANDOAH, PA 17976	1287/0147	3/14/1980

<b>Bill To Information</b>	
Owner Name	Owner Address
SHENANDOAH MNCPL ATHRTY OF	PO BOX 110 SHENANDOAH, PA 17976

<p><b>Value Data</b></p> <p><b>BASE YEAR: 1996</b></p> <table border="0"> <tr> <td><b>Base Year Value</b></td> <td><b>Assessed Value</b></td> </tr> <tr> <td>Land: 4500</td> <td>Land: 2250</td> </tr> <tr> <td>PA Ag Land:</td> <td>PA Ag Land:</td> </tr> <tr> <td>Misc Structures:</td> <td>Improvements: 4040</td> </tr> <tr> <td>Buildings: 8080</td> <td>Total: 6290</td> </tr> <tr> <td>Total: 12580</td> <td></td> </tr> </table> <p><b>Status</b></p> <p><a href="#">Clean &amp; Green</a>: N</p> <p><a href="#">Homestead</a>: N</p>	<b>Base Year Value</b>	<b>Assessed Value</b>	Land: 4500	Land: 2250	PA Ag Land:	PA Ag Land:	Misc Structures:	Improvements: 4040	Buildings: 8080	Total: 6290	Total: 12580		<p><b>Site Information</b></p> <p>Site: L</p> <p><a href="#">Terrain</a>:</p> <p><a href="#">Water Type</a>: P</p> <p><a href="#">Sewer Type</a>: S</p> <p>Natural Gas: N</p> <p><a href="#">Road Type</a>: P</p> <p><a href="#">Location Type</a>: SS</p> <p><a href="#">Road Access</a>: C</p> <p>Sidewalk: N</p> <p><a href="#">Fronting</a>: SEC</p> <p>Rail Access: N</p>
<b>Base Year Value</b>	<b>Assessed Value</b>												
Land: 4500	Land: 2250												
PA Ag Land:	PA Ag Land:												
Misc Structures:	Improvements: 4040												
Buildings: 8080	Total: 6290												
Total: 12580													

Sales History							<a href="#">Hide Sales History</a>
Deed Book	Deed Page	Sale Date	Vacant /Improved	Sale Price	Quals	Grantor	Grantee
0826	0015	10/4/1951	v	\$	n		MILLER, J C & S
1287	0147	3/14/1980	v	\$	u	SHENANDOAH BORO MUNICIPAL AUTH	SHENANDOAH MNCPL ATHRTY OF

Building Information		<a href="#">Hide Buildings</a>
<b>Building (comm) 1 of 1</b>		
Stories:	Finished Basement:	Total Living Area:
Total Rooms:	Attic with Stairs	Total Perimeter:
Bed Rooms:	Dug Basement %:	<a href="#">Exterior Wall 1</a> :
Family Rooms:	Year Built: 1950	<a href="#">Exterior Wall 2</a> :
Full Baths:	Effective Age: 1950	# of Car Garage:
Half Baths:	Exterior Condition:	Sq. Ft of Garage:
Heating Type:	Interior Condition:	Sq. Ft. Encl. Porch:
Fireplace Count:	House Grade:	Building Value: 8082
Central Air:	Building Use Code: 12	
Sketch Floor: 01	Unfinished Basement: None	Heating Type: None
Floor Type/Finish: Cement	Interior Wall: Unfinished	Class of Construction: D
Commercial Grade: D - Low Quality	Exterior Wall: Block	

Miscellaneous Structures	<a href="#">Hide Structures</a>
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No Miscellaneous Structures Found

Sketches

[Hide Sketches](#)

Image Id:69065-0



Pictures

[Hide Pictures](#)

Pictures: 1



PS. 5 & CARETAKER HOUSE

4/14/2022

<p><b>General Information</b></p> <p>Tax Map 30-08-0007.000  Parcel Address WEST SIDE OF RESERVOIR  RINGTOWN, PA 17967  School District North Schuylkill  Municipality Union Township</p>	<p><b>Legal Information</b></p> <p>Front Of Lot:  Depth:  Unit of Front:  Acres: 277  Land Use Type: 604  Roll Section: 8  Assessment Property Class: CX  (Assessment Property Class is NOT a Zoning Classification. Contact the appropriate Municipal Zoning Officer for Zoning Info.)</p>
<p><b>Current Ownership Information</b></p> <p>Owner Name SHENANDOAH MNCPLATHRTY OF  Owner Address PO BOX 110 SHENANDOAH, PA 17976  Deed Bk/Pg /  Sale Date</p>	
<p><b>Bill To Information</b></p> <p>Owner Name SHENANDOAH MNCPLATHRTY OF  Owner Address PO BOX 110 SHENANDOAH, PA 17976</p>	
<p><b>Value Data</b></p> <p><b>BASE YEAR: 1996</b></p> <p><b>Assessed Value</b>  Land: 227000  PA Ag Land: 113500  Improvements: 34050  Total: 147550</p> <p>Misc Structures: 68100  Buildings: 68100  Total: 295100</p> <p><b>Status</b>  Clean &amp; Green: N  Homestead: N</p>	<p><b>Site Information</b></p> <p>Site: B  Terrain: R  Water Type: P  Sewer Type: S  Natural Gas: N  Road Type: P  Location Type: SPOT  Road Access: C  Sidewalk: N  Fronting: RES  Rail Access: N</p>

[View Sales History](#)

<p><b>Building Information</b></p>	
<p><b>Building (comm) 1 of 2</b></p>	
<p>Stories:  Total Rooms:  Bed Rooms:  Family Rooms:  Full Baths:</p>	<p>Finished Basement:  Attic with Stairs  Dug Basement %:  Year Built: 1913  Effective Age: 1913</p> <p>Total Living Area:  Total Perimeter:  Exterior Wall 1:  Exterior Wall 2:  # of Car Garage:</p>

P.S.

CARE TAKEN IN HOUSE

Half Baths: Heating Type: Fireplace Count: Central Air: Sketch Floor: 01 Floor Type/Finish: Cement Commercial Grade: B - Good Quality	Exterior Condition: Interior Condition: House Grade: Building Use Code: 43 Unfinished Basement: Interior Wall: Unfinished Exterior Wall: Stone	Sq. Ft. of Garage: Sq. Ft. Encl. Porch: Building Value: 28224 Heating Type: None Class of Construction: B
<b>Building (resident) 2 of 2</b>		
Stories: H Total Rooms: 5 Bed Rooms: 2 Family Rooms: 0 Full Baths: 1 Half Baths: 0 Heating Type: HW Fireplace Count: 1 Central Air: N Sketch Floor: Floor Type/Finish: Commercial Grade:	Finished Basement: Attic with Stairs NONE Dug Basement %: 100 Year Built: 1913 Effective Age: 1913 Exterior Condition: F Interior Condition: S House Grade: C Building Use Code: DETACH Unfinished Basement: Interior Wall: Exterior Wall:	Total Living Area: 1540 Total Perimeter: 204 Exterior Wall 1: SN Exterior Wall 2: # of Car Garage: 0 Sq. Ft. of Garage: Sq. Ft. Encl. Porch: 264 Building Value: 38767 Heating Type: Class of Construction:

Miscellaneous Structures					Hide Structures		
Grade for Outbuilding	Use Code	Number of Stories	Length	Width	Total Area	Building Value	Year Built
F	1horseb	1	19	43	817	980	
P	sheddis	1	13	20	260	130	1913

**Sketches**

Image Id:63755-0

[Hide Sketches](#)

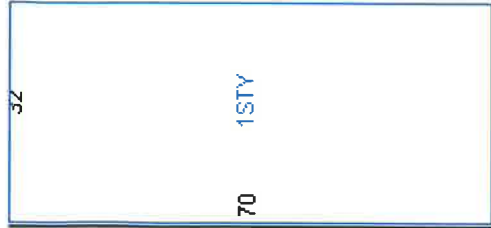
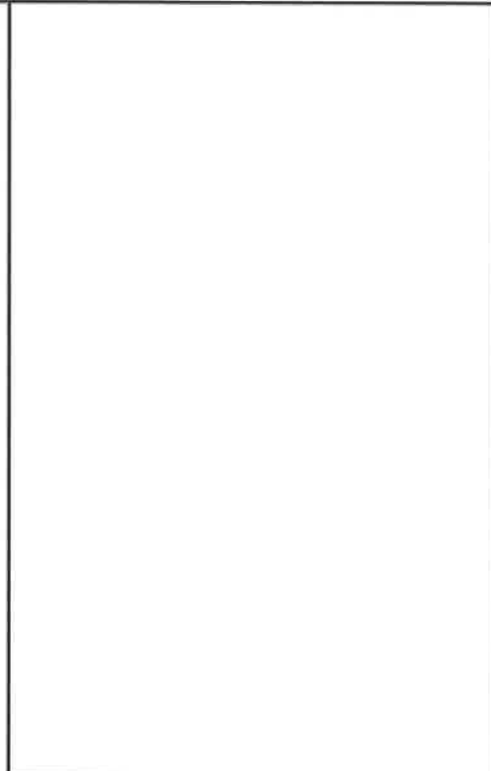


Image Id:20387-0

28	HB
E	8



**Pictures**

Pictures: 2

[Hide Pictures](#)







Schuylkill County Assessment Bureau CAMA Card

4/4/2022



# DEFENSE TECHNICAL INFORMATION CENTER

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(<https://discover.dtic.mil>)

**View the full text of this report (<https://apps.dtic.mil/sti/pdfs/ADA083746.pdf>)**

**Accession Number:** ADA083746

**Title:**

National Dam Inspection Program. Raven Run Dam Number 2 (NDS ID Number PA-663 DER ID Number 54-7) Susquehanna River Basin, Lost Creek, Schuylkill County, Pennsylvania. Phase I Inspection Report,

**Descriptive Note:**

**Corporate Author:** KIMBALL (L ROBERT) AND ASSOCIATES EBENSBURG PA

**Personal Author(s):** Kimball,R. Jeffrey (<https://discover.dtic.mil/results/?q=%22Kimball%2CR.+Jeffrey%22>)

**Report Date:** 1980-03-01

**Pagination or Media Count:** 66.0

**Abstract:**

Raven Run Dam No. 2 is an earth and rockfill dam, 462 feet long and 37 feet high. The crest width of the dam is 8 feet. The spillway is located on the right abutment and consists of a rectangular shaped weir formed by stone masonry walls on both sides. The weir is 60 feet long. The spillway exit channel discharges on the right hillside below the toe of dam. The outlet conduit consists of a 24 inch or a 36 inch cast iron pipe under the earth embankment. Upstream of Raven Run Dam No. 2 is Raven Run Dam No. 3. All flows from Raven Run Dam No. 3 discharge into Raven Run No. 2 Reservoir. The spillway and reservoir are capable of controlling the PMF. Based on criteria established by the Corps of Engineers, the spillway is termed adequate. The seepage exiting below the toe of the dam should be monitored at regular intervals. In addition, a subsidence investigation should be conducted to determine the effects of past and present mining beneath the structure.

**Descriptors:**

\*EARTH DAMS ([https://discover.dtic.mil/results/?q=%22\\*EARTH+DAMS%22](https://discover.dtic.mil/results/?q=%22*EARTH+DAMS%22)) ; STABILITY (<https://discover.dtic.mil/results/?q=%22STABILITY%22>) ; HYDROLOGY (<https://discover.dtic.mil/results/?q=%22HYDROLOGY%22>) ; DEFICIENCIES (<https://discover.dtic.mil/results/?q=%22DEFICIENCIES%22>) ; SAFETY (<https://discover.dtic.mil/results/?q=%22SAFETY%22>) ; VISUAL INSPECTION (<https://discover.dtic.mil/results/?q=%22VISUAL+INSPECTION%22>) ; FLOODING (<https://discover.dtic.mil/results/?q=%22FLOODING%22>) ; RESERVOIRS (<https://discover.dtic.mil/results/?q=%22RESERVOIRS%22>) ; PENNSYLVANIA (<https://discover.dtic.mil/results/?q=%22PENNSYLVANIA%22>)

**Subject Categories:** Civil Engineering

**Distribution Statement:** APPROVED FOR PUBLIC RELEASE

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SUSQUEHANNA RIVER BASIN  
LOST CREEK, SCHUYLKILL COUNTY

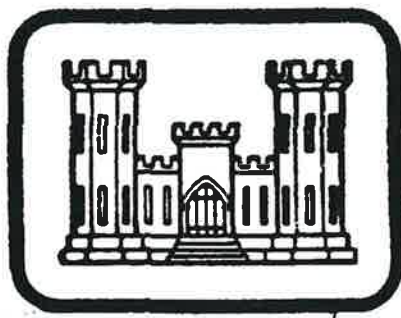
①

⑥ National Dam Inspection Program  
**RAVEN RUN DAM NO. 2**

(NDS ID NO. PA-663  
DER ID NO. 547)

Shenandoah Municipal Authority  
Lost Creek, Schuylkill  
County, Pennsylvania.

**PHASE I INSPECTION REPORT,**  
**NATIONAL DAM INSPECTION PROGRAM**



12/66

10/P. J. S. Kimball

Prepared By  
**L. ROBERT KIMBALL & ASSOCIATES**  
CONSULTING ENGINEERS & ARCHITECTS  
EBENSBURG, PENNSYLVANIA  
15931

⑬ DAC W 31-80 - C - 20

FOR  
DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT CORPS OF ENGINEERS  
BALTIMORE, MARYLAND  
21203

411059

⑪ MARCH 1980

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Approximately 3,000 feet downstream of the dam is a high railroad embankment with a culvert beneath. Immediately downstream of this culvert are approximately 10 dwellings on Lost Creek.

e. Ownership. Raven Run Dam is owned by the Shenandoah Municipal Authority. Correspondence should be addressed to:

Shenandoah Municipal Authority  
26 West Lloyd Street  
Shenandoah, PA 17976  
Attention: Charles Dallazia, Manager  
717-462-1904

f. Purpose of Dam. Raven Run Dam No. 2 is used for water supply.

g. Design and Construction History. No information is available on the design or construction history of the dam. It is believed that the dam was constructed around the time (1884-1885) of Raven Run Dam No. 3.

h. Normal Operating Procedures. The reservoir level is maintained at the spillway crest elevation (1580.5). The outlet pipe remains open and flow is discharged through this pipe on an as-needed basis to the water system. Excess flow is discharged through the spillway.

### 1.3 Pertinent Data.

a. Drainage Area (total). 0.93 square miles

b. Discharge at Dam Site (cfs).

Maximum known flood at dam site	Unknown
Spillway capacity at top of dam (spillway only)	1601
Discharge at right abutment around spillway	387
Reservoir Drain (24" or 36" CIP)	Unknown

c. Elevation (U.S.G.S. Datum) (feet). - Field survey based on pool elevation of 1580.5' as determined from survey at Raven Run Dam No. 3.

Top of dam - low point	1584.7
Top of dam - design height	Unknown
Maximum pool (PMF)	1584.7
Normal pool	1580.5
Emergency spillway crest	1580.5
Streambed at centerline of dam	1548.0
Toe of dam	1548.2

d. Reservoir (feet).

Length of maximum pool	900
Length of normal pool	900

e. Storage (acre-feet).

Normal pool	98
Top of dam	139

f. Reservoir Surface (acres).

Top of dam	11.4
Normal pool	9
Spillway crest	9

g. Dam.

Type	Earthfill
Length	462'
Height	37'
Top width	8'
Side slopes - upstream	2H:1V
- downstream	1.5H:1V
Zoning	Earth and rock rubble
Impervious core	Unknown
Cutoff	Unknown
Grout curtain	Unknown

h. Reservoir Drain.

Type	24" or 36" CI pipe
Length	Approximately 140 feet
Closure	Valve at toe
Access	None
Regulating facilities	Valve at toe

i. Spillway.

Type	Rectangular
Weir Length	60'
Crest elevation	1580.5'
Upstream channel	Unrestricted (lake)
Downstream channel	Open channel



# DEFENSE TECHNICAL INFORMATION CENTER

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**View the full text of this report (<https://apps.dtic.mil/sti/pdfs/ADA083751.pdf>)**

**Accession Number:** ADA083751

**Title:**

National Dam Inspection Program. Raven Run Dam Number 3 (NDS ID Number PA-656 DER ID Number 54-8) Susquehanna River Basin, Lost Creek, Schuylkill County, Pennsylvania. Phase I Inspection Report,

**Descriptive Note:**

**Corporate Author:** KIMBALL (L ROBERT) AND ASSOCIATES EBENSBURG PA

**Personal Author(s):** Kimball,R. Jeffrey (<https://discover.dtic.mil/results/?q=%22Kimball%2CR.+Jeffrey%22>)

**Report Date:** 1980-03-01

**Pagination or Media Count:** 71.0

**Abstract:**

Raven Run Dam No. 3 is an earth and rockfill dam 1,080 feet long and 40 feet high. The crest width of the dam varies from 10 feet wide to 24 feet wide. A secondary embankment Right Arm is located north of the main embankment. This embankment is 320 feet long and 7 feet high. The crest width is 8 feet. The spillway is located on the main embankment 780 feet from the left abutment. The spillway is rectangular shaped with stone masonry retaining walls forming the sides. The weir length is 40 feet long. The spillway discharges into a gully created by erosion and eventually flows into Raven Run No. 2 Reservoir. The inspection and review of data of Raven Run Dam No. 3 did not reveal any problems which require emergency action. The dam appears to be in fair condition but poorly maintained and operated. The spillway and reservoir are capable of controlling approximately 58 of the PMF. Based on criteria established by the Corps of Engineers, the spillway is termed inadequate.

**Descriptors:**

\*EARTH DAMS ([https://discover.dtic.mil/results/?q=%22\\*EARTH+DAMS%22](https://discover.dtic.mil/results/?q=%22*EARTH+DAMS%22)) ; STABILITY (<https://discover.dtic.mil/results/?q=%22STABILITY%22>) ; HYDROLOGY (<https://discover.dtic.mil/results/?q=%22HYDROLOGY%22>) ; DEFICIENCIES (<https://discover.dtic.mil/results/?q=%22DEFICIENCIES%22>) ; SAFETY (<https://discover.dtic.mil/results/?q=%22SAFETY%22>) ; VISUAL INSPECTION (<https://discover.dtic.mil/results/?q=%22VISUAL+INSPECTION%22>) ; FLOODING (<https://discover.dtic.mil/results/?q=%22FLOODING%22>) ; RESERVOIRS (<https://discover.dtic.mil/results/?q=%22RESERVOIRS%22>) ; PENNSYLVANIA (<https://discover.dtic.mil/results/?q=%22PENNSYLVANIA%22>)

**Subject Categories:** Civil Engineering

**Distribution Statement:** APPROVED FOR PUBLIC RELEASE

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8725 John J. Kingman Road, Fort Belvoir, VA 22060-6218  
1-800-CAL-DTIC (1-800-225-3842)

A 16" cast iron pipe passes beneath the dam at approximately original ground surface. The pipe is supported on a dry laid wall extending down to the sandstone strata. In the reservoir the pipe passes through a vertical masonry cutoff wall near the upstream toe of the embankment. The entrance to the pipe is screened with a loosely laid dry masonry wall. No cutoff collars are constructed along the pipe. Below the dam the pipe passes through a 10' x 16' masonry gate structure housing a 16" x 6" tee. The main 16" pipe serves as a blow off for draining the reservoir. Water is ordinarily discharged into the No. 2 Reservoir through the 6" pipe.

b. Location. The dam is located on Lost Creek, two miles west of Shenandoah, Schuylkill County, Pennsylvania. Raven Run Dam No. 3 can be located on the Shenandoah, U.S.G.S. 7.5 minute quadrangle.

c. Size Classification. Raven Run Dam No. 3 is a small size structure (40 feet high, 278 acre-feet).

d. Hazard Classification. Raven Run Dam No. 3 is a high hazard dam. Downstream conditions indicate that loss of more than a few lives is probable should the structure fail. One thousand feet downstream of the dam is Raven Run Dam No. 2. Approximately 4,000 downstream Lost Creek flows under a railroad embankment and through a culvert. Ten dwellings are located immediately downstream of this culvert.

e. Ownership. Raven Run Dam No. 3 is owned by the Shenandoah Municipal Authority. Correspondence should be addressed to:

Charles Dallazia, Manager  
Shenandoah Municipal Authority  
26 West Lloyd Street  
Shenandoah, PA 17976  
717-462-1904

f. Purpose of Dam. Raven Run Dam No. 3 is used for water supply .

g. Design and Construction History. The dam was designed and construction was supervised by Heber S. Thompson, Engineer for the Girard Water Company. The dam was constructed in 1884 to 1885 by Thomas H. Rickert, a contractor located in Pottsville, Pennsylvania. The dam was originally built to impound the waters of Lost Creek, but the stream was first contaminated and finally destroyed by the mining operation of the Locust Mountain Coal Company. The Little Buck Mountain coal seam outcrops in the north arm of the reservoir and mining operations reached close to the water surface. A cave-in or crop fall occurred and water from the reservoir was lost to the mine at one point in time. In 1918 the right (north) arm embankment was constructed.

The height of the main embankment was increased by 2.5 feet in 1897.

h. Normal Operating Procedures. The north arm of the reservoir partially blocks flow into the reservoir. Water is pumped from the Ringtown reservoir into Raven Run No. 3 reservoir through a cast iron pipe. A small amount of water is drawn off the No. 3 reservoir to a small village. Excess water flows into Raven Run No. 2 Reservoir through the 6" water supply line.

### 1.3 Pertinent Data.

a. Drainage Area. 0.70 square miles

b. Discharge at Dam Site (cfs).

Maximum known flood at dam site	Unknown
Spillway capacity at top of dam	847
Reservoir drain	Unknown

c. Elevation (U.S.G.S. Datum) (feet). - Field survey based on assumed pool elevation of 1610.0' as shown on U.S.G.S. 7.5 minute quadrangle.

Top of dam - low point	1613.9
Top of dam - Original design height	1608.0
Maximum pool - (PMF)	1614.6
Normal pool	1610.3
Emergency spillway crest	1610.3
Streambed at centerline of dam	Approximately 1574
Maximum tailwater	1580.5

Toe of dam Approximately 1574

d. Reservoir (feet).

Length of maximum pool (PMF)	2000
Length of normal pool	1100

e. Storage (acre-feet).

Normal pool	215
Top of dam	278

f. Reservoir Surface (acres).

Top of dam	16.8
Normal pool	14
Spillway crest	14

g. Dam.

Type	Earthfill
Length	1080'
Height	40'
Top width	10'-24'
Side slopes - upstream	3H:1V
- downstream	1.5H:1V
Zoning	Yes
Impervious core	Center section
Cutoff	Clay puddle cutoff
Grout curtain	None

h. Reservoir Drain.

Type	16" C.I. pipe
Length	Approximately 180'
Closure	Valve downstream toe
Access	Upstream toe (only)
Regulating facilities	Valve downstream toe

i. Spillway.

Type	Rectangular
Length	40'
Crest elevation	1610.3'
Upstream channel	Unrestricted (lake)
Downstream channel	Open channel (gully)

FILE

**CONTACT DOCUMENTS**

**FOR**

**REPAINT 0.5 MILLION GALLON  
SHENANDOAH HEIGHTS STANDPIPE**

**FOR THE**

**MUNICIPAL AUTHORITY OF THE  
BOROUGH OF SHENANDOAH**

**SHENANDOAH, PENNSYLVANIA**

**PROJECT NO. 23143**

**JANUARY 1991**

**GANNETT FLEMING, INC.  
WATER RESOURCES AND GEOTECHNICAL DIVISION**



**HARRISBURG, PENNSYLVANIA**

BURKE & BUIKE  
ATTORNEYS AT LAW  
P. O. BOX 248  
CENTRE & MAIN STREETS  
SHENANDOAH, PA. 7976

AREA CODE 717  
TELEPHONE 462-1219

STANLEY J. BURKE  
WILLIAM L. J. BURKE

May 23, 1991,

Gannett Fleming, Inc.,  
P. O. Box 1963  
Harrisburg, Pennsylvania 17105-1963

Attention: Dennis W. Silbaugh, P.E.  
Manager  
Construction Management Section

Re: Project No. 23143.005  
Repaint 0.5 Million Gallon  
Shenandoah Heights Standpipe  
Municipal Authority of the Borough of Shenandoah

Gentlemen:

Enclosed please find copy of Stipulation against  
Liens which was recorded on May 17, 1991, in the Schuyl-  
kill County Court House to No. J-1167 Term, 1991.

I assume that the contract will be forwarded to  
you by the Municipal Authority.

Very truly yours,

*Stanley J. Burke*

Stanley J. Burke

SJB:kl

Enclosure

cc Municipal Authority of the Borough of Shenandoah

C

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P

Y

STIPULATIONS AGAINST LIENS

MUNICIPAL AUTHORITY OF THE  
BOROUGH OF SHENANDOAH  
Owner

In the Court of Common Pleas of  
SCHUYLKILL COUNTY, Pennsylvania

versus

Number J-1167 Term, 1991

Steve & Charlie's Painting  
Contractor

WHEREAS, MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH, Owner herein, of Shenandoah, Pennsylvania, is about to execute contemporaneously herewith, a contract, with Steve & Charlie's Painting Contractor herein, of Bethlehem, Pennsylvania, for the REPAINT 0.5 MILLION GALLON SHENANDOAH HEIGHTS STANDPIPE.

Now, MAY 14, 1991, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owner to the said Contractor to commence work on the said REPAINT 0.5 MILLION GALLON SHENANDOAH HEIGHTS STANDPIPE, or purchase materials for the same in consideration of the making of said contract with Owner and the further consideration of One Dollar to Contractor paid by Owner, it is agreed that no lien shall be filed against the MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH by the Contractor, or any subcontractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for extra labor or materials purchased for the construction of the said REPAINT 0.5 MILLION GALLON SHENANDOAH HEIGHTS STANDPIPE and the right to file such liens being expressly waived.

Witness, our hand and seals the day and year aforesaid.

SIGNED, SEALED AND DELIVERED

in the presence of

[Signature]

CONTRACTOR - Steve & Charlie's Painting

By: [Signature] X  
Stavros Petrokeghias  
By: [Signature] X  
Charlie Kiprislis

OWNER

By: [Signature]

PROPOSAL

TO: MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH  
SHENANDOAH, PENNSYLVANIA

FOR: REPAINT 0.5 MILLION GALLON SHENANDOAH HEIGHTS STANDPIPE

Pursuant to and in compliance with the request for bids on the above-captioned work, the undersigned offers to furnish all labor, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to REPAINT 0.5 MILLION GALLON SHENANDOAH HEIGHTS STANDPIPE complete in every respect, in strict accordance with the Contract Documents as defined in the Specifications and any future changes therein as provided in the Contract and Specifications, and to perform all other obligations imposed by the Contract for the prices named in the following schedule:

SCHEDULE OF PRICES

<u>Item No.</u>	<u>Estimated Quantities</u>	<u>Item Description</u>	<u>Total Amount Dollars &amp; Cents</u>
BASE BID			
1.	Lump Sum	Blast clean and repaint 0.5 MG Shenandoah Heights Standpipe interior, Complete	\$ <u>20,000</u> ..
2.	Lump Sum	Brush-off blast clean and repaint 0.5 MG Shenandoah Heights Standpipe exterior, Complete	\$ <u>12,200</u> <sup>S.P.</sup>
TOTAL BASE BID, ITEMS 1 THROUGH 2, INCLUSIVE			\$ <u>32,200</u>

2  
12,200  
S.P.

**Gannett Fleming**

SUPPLEMENTAL UNIT PRICES

Supplemental unit prices shall be used during construction if the quantities defined within limits set by the Specifications and shown on the Drawings are increased or decreased by the Engineer in a manner defined hereinabove in the Information for Bidders. All labor, material, tools, equipment, and work involved in each unit of work shall be in accordance with the governing sections and Articles of these Specifications.

SCHEDULE OF SUPPLEMENTAL UNIT PRICES  
FOR ADDITIONS, DEDUCTIONS, OR DELETIONS IN CONTRACT QUANTITIES

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
Residual Waste Disposal Shenandoah Heights Standpipe Exterior	Lump Sum	\$ <u>1,200</u>
Hazardous Waste Disposal Shenandoah Heights Standpipe Exterior	Lump Sum	\$ <u>6,500</u>

NOTE: The cost of exterior residual waste disposal shall be included in Item No. 1. If, after the testing of the blasting debris, the debris is found to be a hazardous waste, the cost of residual waste disposal shall be deducted from the pay item, and the cost of hazardous waste disposal shall be added to the pay item, using the lump sum prices in the above supplemental unit prices.

Receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

The presentation in the foregoing schedule of unit prices that are obviously unbalanced may be sufficient cause for rejection of the entire Proposal whether or not such Proposal is the lowest submitted.

Other additional and extra work, if any, performed in accordance with the Contract shall be paid for as provided in the Specifications.

The Specifications and all papers required thereof and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

tory for either domestic or manufacturing use. This is due to the effective daily work of the many men employed by the city to make its water supply safe and the \$166,000, spent yearly for protecting and treating the water is certainly giving excellent returns. How soon the city will demand the higher standard of a perfectly clean, clear water, free at all times from tastes and odors cannot be now determined. Filtration is the only way to secure this improvement, and as the public seems well satisfied with the supply now furnished, the expenditure of millions for filtration appears to be one that will not be undertaken for some years to come.

The present head of the Department of Water Supply, Gas and Electricity is Commissioner Nicholas J. Hayes, and the Chief Engineer of the Bureau of Water Supply is Merritt H. Smith.

### Design Features and Form of Contract for Constructing a Large Earthen Water Supply Dam on Cost Plus Fee Basis

By Jacob L. Crane, Jr., and J. O. Kimmcl, with Gannett, Reelie & Fleming, Consulting Engineers, Harrisburg and Erie, Pa.

On May 8, 1919, the Girard Water Co. of Pottsville, Pa., awarded a contract on the cost plus variable fee basis, for an earth fill dam and reservoir to be constructed on Whiskey Mill creek in Schuylkill county, Pennsylvania. The dam and reservoir, which will cost about \$200,000, are to provide additional storage to tide the Water Company over the dry periods in summer and fall.

#### Layout and General Features of Water Works

The interesting layout of the water company property is shown on the accompanying map, Fig. 1. The sources of supply are Drescher's Run, upon which Reservoir No. 5 is located, Whiskey Mill creek, upon which there is a small intake connected with Reservoir No. 5 by a 16-in. gravity main, and Little Catawissa creek, upon which there is another small intake. The water of this latter creek is only used in times of drouth, the water being then pumped directly from the intake.

The water collected from these sources is pumped through the station shown just below Reservoir No. 5, against about 600 ft. head, to the top of Locust mountain into Reservoir No. 3, from which it runs into Reservoirs Nos. 2 and 4. From all three of these reservoirs it is distributed by gravity to the collieries and villages in the Shenandoah and Mahanoy valleys immediately to the south. The collieries and their connecting railroads take 86 per cent. of the water supplied by The Girard Water Company, only 14 per cent. being used for domestic purposes.

These valleys form the most productive part of the Southern Anthracite coal field, and the mining operations have made it impossible to collect surface or ground water in this area. In fact, the mining operations have extended to the top of Locust mountain, where a great stripping operation, begun in 1913, has almost entirely destroyed the watersheds formerly tributary to Reservoirs Nos. 2, 3 and 4, and will soon force the abandonment altogether of Reservoir No. 4, which is underlain with valuable beds of coal. There is one bed of coal under Reservoirs Nos. 2 and 3, but this is comparatively thin, and the reservoirs are worth more for storage and distributing purposes than the coal. These factors drove The Girard Water Company over into the Catawissa Valley, which is purely an agricultural region, for its sources of supply, and in 1913 and 1914 the No. 5 reservoir and pumping station were built on Drescher's Run.

This reservoir impounds 312,000,000 gals. at spillway level from a watershed of only one square mile, with an average annual rainfall of 54 ins., and a mean run-off of about 45 per cent. The area of the reservoir is 41 acres and its maximum depth 51 ft., 6 ins. Reservoir No. 5, for which Mr. J. W. Le-

doux of Philadelphia made the plans, is an earth fill structure with a concrete pavement on the upstream face and a cut-off wall of concrete and clay puddle at the upstream toe. The reservoir and dam, the stone house of the pumpman and the pumping station make a fine appearance as viewed from Locust mountain in the setting of this beautiful valley.

#### Pumping

The pumping station is equipped with three 5-stage centrifugal pumps, operating against a head of 583 ft., or a pressure of 273 lbs. per sq. inch. The pumps are driven by three 250-H.P. electric motors. A fourth unit has been ordered. With this the capacity of the plant will be 6,000,000 gals. per day. The pumps have given splendid service and up to January 1, 1919, showed but little loss of efficiency after being in operation since Sept. 16, 1914, a total of 25,710 pump hours. Since Nov. 1, 1918, however, it has been necessary to pump directly from the Little Catawissa creek, in order to conserve the supply of stored water, and as this was not contemplated when the plant was designed, the water does not pass through the screen pot, as does the water from Reservoir No. 5, nor is there an opportunity for the sediment in the water to settle. This has caused more wear to the pump parts in six months than in the previous 4 years. The use as a suction main of the long supply line from the Little Catawissa intake causes a considerable drop in the capacity of the pumps, as compared with their duty when pumping from Reservoir No. 5, from

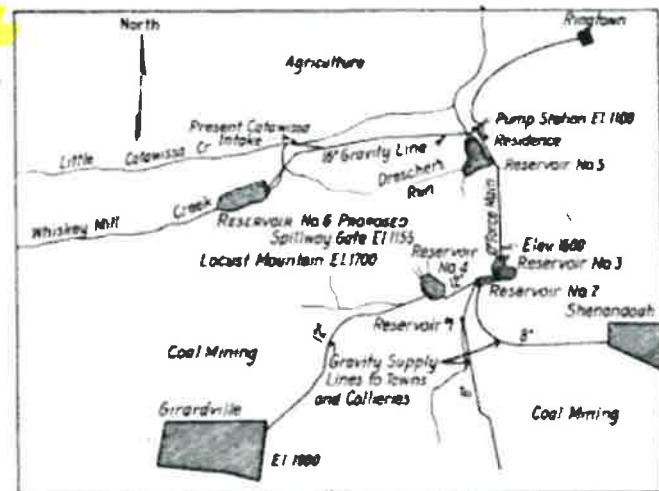


FIG. 1. MAP OF GIRARD WATER COMPANY'S RESERVOIRS AND PIPE LINES

which water is supplied to the pumps above atmospheric pressure. The new reservoir, No. 6, will so increase the supply of stored water as to do away with the necessity of supplementing it from the Little Catawissa.

#### Consumption of Water

The demand for water from The Girard Water Company has increased very rapidly in recent years, as follows:

Year	Total Water Consumed
1912	444,729,136 gals.
1913	508,162,356 gals.
1914	471,287,900 gals.
1915	565,475,640 gals.
1916	830,404,236 gals.
1917	942,261,648 gals.
1918	1,057,487,984 gals.

In the studies for Dam No. 6, carefully drawn mass diagrams developed the fact that Reservoir No. 5, and the un-stored waters of Whiskey Mill and Little Catawissa creeks would not provide sufficient water the year around to supply the demand in the immediate future. This is checked by the actual experience of the last four years, during which the

with photos

4/6/2022

<p><b>General Information</b></p> <p>Tax Map 64-05-0281.002</p> <p>Parcel Address 104 N FERGUSON STREET</p> <p>SHENANDOAH, PA 17976</p> <p>School District Shenandoah Valley</p> <p>Municipality Shenandoah Borough</p>	<p><b>Legal Information</b></p> <p>Front Of Lot: Depth: Unit of Front: Acres: 0.05</p> <p><a href="#">Land Use Type:</a> 604</p> <p>Roll Section: 8</p> <p><a href="#">Assessment Property Class:</a> CX</p> <p>(Assessment Property Class is NOT a Zoning Classification. Contact the appropriate Municipal Zoning Officer for Zoning Info.)</p>
---	---

<b>Current Ownership Information</b>			
Owner Name	Owner Address	Deed Bk/Pg	Sale Date
SHENANDOAH BORO MUN AUTHY	28 W LLOYD ST SHENANDOAH, PA 17976	1289/0341	5/3/1980

<b>Bill To Information</b>	
Owner Name	Owner Address
SHENANDOAH BORO MUN AUTHY	28 W LLOYD ST SHENANDOAH, PA 17976

<p><b>Value Data</b></p> <p style="text-align: center;"><b>BASE YEAR: 1996</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;"><b>Base Year Value</b></td> <td style="width: 50%;"><b>Assessed Value</b></td> </tr> <tr> <td>Land: 4500</td> <td>Land: 2250</td> </tr> <tr> <td>PA Ag Land:</td> <td>PA Ag Land:</td> </tr> <tr> <td>Misc Structures:</td> <td>Improvements: 4850</td> </tr> <tr> <td>Buildings: 9700</td> <td>Total: 7100</td> </tr> <tr> <td>Total: 14200</td> <td></td> </tr> </table> <p><b>Status</b></p> <p><a href="#">Clean &amp; Green:</a> N</p> <p><a href="#">Homestead:</a> N</p>	<b>Base Year Value</b>	<b>Assessed Value</b>	Land: 4500	Land: 2250	PA Ag Land:	PA Ag Land:	Misc Structures:	Improvements: 4850	Buildings: 9700	Total: 7100	Total: 14200		<p><b>Site Information</b></p> <p>Site: L</p> <p><a href="#">Terrain:</a></p> <p><a href="#">Water Type:</a> P</p> <p><a href="#">Sewer Type:</a> S</p> <p>Natural Gas: N</p> <p><a href="#">Road Type:</a> P</p> <p><a href="#">Location Type:</a> SPOT</p> <p><a href="#">Road Access:</a> C</p> <p>Sidewalk: Y</p> <p><a href="#">Fronting:</a> RES</p> <p>Rail Access: N</p>
<b>Base Year Value</b>	<b>Assessed Value</b>												
Land: 4500	Land: 2250												
PA Ag Land:	PA Ag Land:												
Misc Structures:	Improvements: 4850												
Buildings: 9700	Total: 7100												
Total: 14200													

<b>Sales History</b>							<a href="#">Hide Sales History</a>
Deed Book	Deed Page	Sale Date	Vacant /Improved	Sale Price	Quals	Grantor	Grantee
1041	1192	12/20/1962	v	\$	n		EDWARDS, E ETAL
1289	0341	5/3/1980	v	\$	u	SHENANDOAH BORO MUNICIPAL AUTH	SHENANDOAH BORO MUN AUTHY

<b>Building Information</b>		<a href="#">Hide Buildings</a>
<b>Building (comm) 1 of 1</b>		
Stories:	Finished Basement:	Total Living Area:
Total Rooms:	Attic with Stairs	Total Perimeter:
Bed Rooms:	Dug Basement %:	<a href="#">Exterior Wall 1:</a>
Family Rooms:	Year Built: 1938	<a href="#">Exterior Wall 2:</a>
Full Baths:	Effective Age: 1938	# of Car Garage:
Half Baths:	Exterior Condition:	Sq. Ft of Garage:
Heating Type:	Interior Condition:	Sq. Ft. Encl. Porch:
Fireplace Count:	House Grade:	Building Value: 9698
Central Air:	Building Use Code: 12	
Sketch Floor: 01	Unfinished Basement: None	Heating Type: None
Floor Type/Finish: Cement	Interior Wall: Unfinished	Class of Construction: D
Commercial Grade: D - Low Quality	Exterior Wall: Brick	

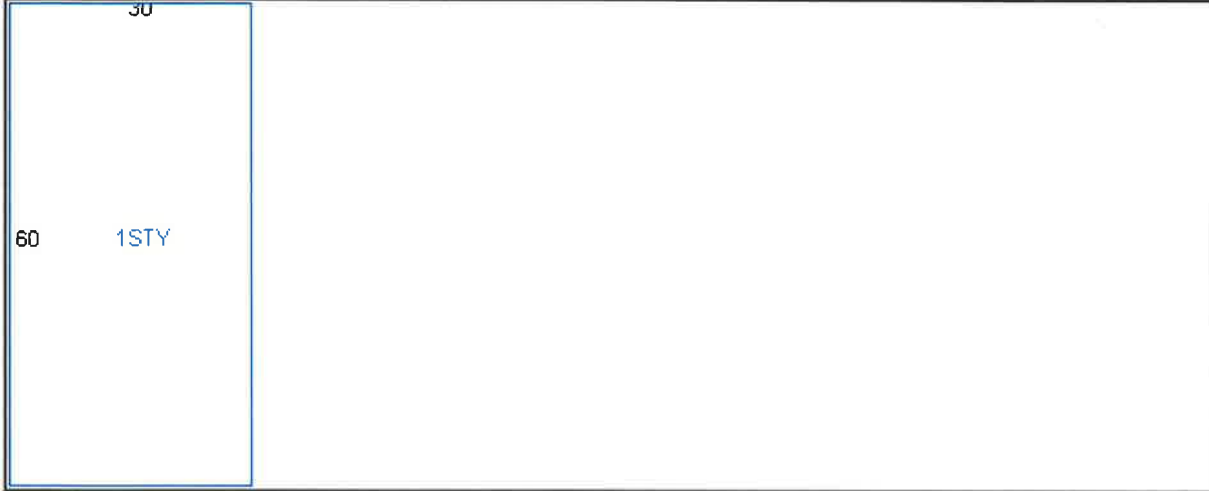
<b>Miscellaneous Structures</b>	<a href="#">Hide Structures</a>
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No Miscellaneous Structures Found

Sketches

[Hide Sketches](#)

Image Id:69064-0



Pictures

[Hide Pictures](#)

Pictures: 1



RESEARCH REPORT

ASSURED REALTY TRANSFERS

139 West Lake Drive  
Pine Grove, PA 17963  
Phone (570) 622-1366

REQUEST OF: Mark Smith, Esq.  
Fanelli, Evans & Patel  
1 Mahantongo St.  
Pottsville, PA 17901

No. 6089

Assured Realty Transfers hereby certifies that the following is a true and correct statement of the record in the Schuylkill County Court House RE: Properties titled into The Municipal Authority of the Borough of Shenandoah situate in the County of Schuylkill, State of Pennsylvania, to date below:

The following name variations were searched in the indices in the Schuylkill County Recorder of Deeds Office:

Municipal Authority of the Borough of Shenandoah; Shenandoah Borough Municipal Authority; Shenandoah Municipal Authority, and the following was found:

Deeds found in the Grantee Index:

1. Deed from Girard Water Company to The Municipal Authority of the Borough of Shenandoah, dated December 29, 1941 and recorded December 30, 1941 in Deed Book 625 page 617.
  - Parcel 1 - Tax Parcel; 36-1-7 & 36-1-8
  - Parcel 2 - Sold: (A) to Commonwealth of PA for use of PA Game Commission in Rec. Book 2182-565
    - (B) Our opinion - intent to convey to Comm. Of PA , Game Commission " "
    - (C) Our opinion - intent to convey to Comm. Of PA , Game Commission " "
  - Parcel 3 - (Columbia Co.) - Sold to Commonwealth of PA for use of PA Game Commission
  - Parcel 4 - P/O Tax Parcel 30-7-11
  - Parcel 5 - P/O Tax Parcel 30-7-11
  - Parcel 6 - Sold to Commonwealth of PA for use of PA Game Commission
  - Parcel 7 - Sold to Commonwealth of PA for use of PA Game Commission
  - Parcel 8 - Tax Parcel; P/O 30-8-6 & 30-8-7
  - Parcel 9 - Tax Parcel; P/O 30-8-7
  - Parcel 10 -Tax Parcel; P/O 30-8-7
  - Parcel 11 -Tax Parcel; P/O 30-8-7
  - Parcel 12 - Tax Parcel; P/O 30-8-7 & 30-8-9
  - Parcel 13 - Tax Parcel; P/O 30-8-7
  - Parcel 14 - Tax Parcel; P/O 30-7-11
  - Parcel 15 - Tax Parcel; P/O 30-8-7
  - Parcel 16 - Tax Parcel; P/O 30-7-11
  - Parcel 17 - Tax Parcel; P/O 30-8-7
  - Parcel 18 - Tax Parcel; P/O 30-8-7
  - Parcel 19 - Tax Parcel; 30-7-22
  - Parcel 20 - (Columbia County) - Sold to Commonwealth of PA for use of PA Game Commission
  - Parcel 21 - Tax Parcel; P/O 30-7-11 & 30-7-11.1
  - Parcel 22 - Tax Parcel; 36-2-26
  - Parcel 23 - Tax Parcel; 30-7-11 Part in Schuylkill & part in Columbia \*
    - \*Conveyed to Game Comm. In Deed recoded in Columbia Co. but not in Schuylkill County
  - Parcel 24 - Tax Parcel; 30-8-58, 30-8-58.1, 30-8-59, 30-8-60, 30-8-61
  - Parcel 25 - Part of Reservoir Rd from 30-8-7 north to Ringtown Blvd.
  - Parcel 26 - Sold to Delaware Valley Utilities Deed Book 625-672

=====
THIS REPORT DOES NOT GUARANTEE TITLE. This Report makes no representation as to matters not of record, including, but without being limited to, real estate taxes and assessments, water and sewer rents, possession and survey questions. Search is provided for informational purposes only and is not a guarantee or certification of title. Liability hereunder is assumed by the Company solely in its capacity as an Abstractor in a sum not exceeding the amount \$500.00.

Issued by Assured Realty Transfers

This 9th day of September, 2021 at 3:45 p.m. o'clock

[Handwritten Signature]
Authorized Signatory

## SEARCH REPORT

Continued

Page 2

2. Deed from Shenandoah Citizens' Water and Gas Company to The Municipal Authority of the Borough of Shenandoah, dated December 29, 1941 and recorded December 30, 1941 in Deed Book 625 page 676.  
Parcel 1 – 64-5-378 sold to Martin Brophy in Record Book 2025-1947  
Parcel 2 - P/O 30-9-23, 30-9-24, 36-2-2, & 36-2-3, 36-2-3.3 & 36-2-4  
Parcel 3 - P/O 30-9-23  
Parcel 4 - P/O 36-2-2 & 36-2-3  
Parcel 5 - P/O 30-9-24
3. Deed from The Hammond Water Company to The Municipal Authority of the Borough of Shenandoah, dated December 29, 1941 and recorded December 30, 1941 in Deed Book 625 page 682.  
Various Rights of Way
4. Deed from Greater Shenandoah Realty Company to Municipal Authority of the Borough of Shenandoah, dated May 4, 1973 and recorded May 21, 1973 in Deed Book 1174 page 35.  
Parcel 36-8-47.5
5. Deed from American Bank and Trust Company of Pennsylvania, Trustee for Donald Miller to Municipal Authority of the Borough of Shenandoah, dated March 14, 1980 and recorded March 18, 1980 in Deed Book 1287 page 147.  
Parcel 64-5-283
6. Deed from Paul K. Edwards and Frederick H. Edwards, Individually and as Executors of the Estate of Emma K. Edwards, deceased, et.al. to Municipal Authority of the Borough of Shenandoah, dated May 3, 1980 and recorded May 7, 1980 in Deed Book 1289 page 341.  
Parcel 64-5-281.2
7. Deed from The Glover's Hill Athletic Club to The Municipal Authority of the Borough of Shenandoah, dated June 15, 1990 and recorded June 13, 1990 in Deed Book 1447 page 930.  
Quitclaim deed for strip or parcel of right of way along W. Penn St., Shenandoah, map attached to deed. Not assessed to Municipal Authority.
8. Deed from John Kegolis and Mary Kegolis, his wife, to The Municipal Authority of the Borough of Shenandoah, dated June 25, 1990 and recorded June 26, 1990 in Deed Book 1448 page 608.  
Parcel 36-2-55.5
9. Deed from The Recreation Authority of the Borough of Shenandoah to The Municipal Authority of the Borough of the Borough of Shenandoah, dated September 17, 1990 and recorded September 18, 1990 in Deed Book 1452 page 780.  
Parcel 36-2-3.2
10. Condemnation of the property of The City of Philadelphia, Trustee under the Will of Stephen Girard, deceased, filed to No. S-2545-1992 and recorded December 4, 1992 in Deed Book 1490 page 786.  
Parcel 36-1-5.2 Also includes right of way north to SR4032 not assessed to Mun. Authority

### Deeds found in the Grantor Index:

1. Deed from The Municipal Authority of the Borough of Shenandoah to The Delaware Valley Utilities Company, dated December 29, 1941 and recorded December 30, 1941 in Deed Book 625 page 672.  
All of Parcel 26 in Deed Book 625-617, to be excluded from transfer.
2. Deed from The Municipal Authority of the Borough of Shenandoah to The Recreation Authority of the Borough of Shenandoah, dated October 26, 1967 and recorded November 6, 1967 in Deed Book 1092 page 206. Note to be excepted from Parcel 2 in Deed Book 625 page 676. Was part of Parcel 36-2-3 now known as parcel 36-2-3.1.
3. Deed from Municipal Authority of the Borough of Shenandoah to Martin F. Brophy and Stephanie M. Brophy, his wife, dated December 31, 2002 and recorded January 24, 2003 in Record Book 2025 page 1947.  
All of Parcel 1 in Deed Book 625-676, to be excluded from transfer.
4. Deed from the Municipal Authority of the Borough of Shenandoah to Commonwealth of Pennsylvania, solely for the use of the Pennsylvania Game Commission, dated November 17, 2005 and recorded December 8, 2005 in Record Book 2182 page 565.  
Parcels 2, 6 & 7 in Deed Book 625-617, to be excluded from transfer.

Easements::

1. Right- of- way to Pennsylvania Power & Light Company, dated January 13, 1972 and recorded May 3, 1972 in Miscellaneous Book 172 page 176.
2. Right-of-way to Pennsylvania Power & Light Company, dated October 1, 1987 and recorded February 24, 1988 in Miscellaneous Book 258 page 979.
3. Right-of-way to Pennsylvania Power & Light Company, dated April 20, 1993 and recorded May 20, 1993 in Miscellaneous Book 321 page 170.
4. Locust Ridge II Wind Farm, Union Township Plan recorded February 1, 2008 in Map Book 55 page 3.
5. Memorandum of Wind Energy Lease and Easement Agreement with Locust Ridge II, LLC, dated September 1, 2008 and recorded December 2, 2008 in Record Book 2324 page 201.
6. Locust Ridge II Wind Farm, West Mahanoy Township recorded December 8, 2008 in Map Book 56 page 35.
7. Amended and Restated Memorandum of Wind Energy Lease and Easement Agreement with Locust Ridge II, LLC, dated September 1, 2008 and recorded March 5, 2010 in Record Book 2365 page 160.
8. Permission to relocate water line from The City of Philadelphia, Trustee under the Will of Stephen Girard, deceased, dated March 7, 2011 and recorded March 14, 2011 in Record Book 2397 page 2905.

These are the names under which the properties are assessed:

Shen Municipal Auth of  
MNCPL ATHRTY of  
Shenandoah Mun Auth  
Shenandoah MNCPL ATHRTY of  
Shen Munic Auth of  
Shenandoah Borough of Municipal Authority  
Shenandoah Boro Municipal Auth

**Information Request No. 8**

**DEP Dam Permits for Raven Run No. 3 and Ringtown No. 6**

**SRBC Grandfathered Application**

**Verification of Austin D. Sheibley, Gannett Fleming**

COMMONWEALTH OF PENNSYLVANIA  
 THE WATER SUPPLY COMMISSION  
PERMIT

The Water Supply Commission of Pennsylvania, under authority of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled, "An act providing for the regulation of dams, or other structures or obstructions, as defined herein, in, along, across, or projecting into all streams and bodies of water wholly or partly within, or forming part of the boundary of, this Commonwealth; vesting certain powers and duties in the Water Supply Commission of Pennsylvania, for this purpose; and providing penalties for the violation of the provisions hereof," approved the 25th day of June, A. D. 1913, hereby issues this permit to GIRARD WATER COMPANY

giving its consent to the construction of an earth embankment across the north arm of its No. 3 Reservoir, in West Mahanoy Township, Schuylkill County, Penn'a. ~~in and across~~

This permit is issued in response to an application filed in the office of the Water Supply Commission of Pennsylvania on the 13th day of August, A. D. 1917, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made part of the application,

subject, however, to the provisions of the Act of June 25, 1913, P. L. 555, and the following conditions, regulations and restrictions:

1. That this permit does not give any property rights, either in real estate or material, nor any exclusive privileges; neither does it authorize any injury to private property nor invasion of private rights, nor any infringement of Federal, State or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent, where necessary;

2. That the work shall at all times be subject to supervision and inspection by representatives of the Commission, and that no changes in the maps, plans, profiles and specifications as approved shall be made except with the written consent of the Commission. The Commission, however, reserves the right to require such changes or modifications in the maps, plans, profiles and specifications as may be considered necessary. The Commission further reserves the right to suspend or revoke this permit at any time, should such action be deemed necessary in the interest of public safety;

3. That the work shall be under the direction of a competent engineer, and that he or a competent representative shall be on the ground constantly during construction and until the completion of the dam;

4. That the Commission shall be notified in advance of the proposed time of commencement of this work; that no material shall be placed on any portion of the foundation until such portion of the foundation has been approved, in writing, by the Engineer of the Commission, or his representative;

5. That a detailed report upon the status of the construction shall be mailed to the "Water Supply Commission of Pennsylvania, Harrisburg, Pa.," on the 1st and 16th days of each month until the work upon the dam has been completed;

6. That if this work is not completed on or before the 31st day of December, A. D. 1918, this permit, if not previously revoked or specifically extended, shall cease and be null and void; and if, upon the expiration or revocation of this permit, the work shall not be completed, the permittee shall, at his own expense and to such extent and in such time and manner as the said Commission may require, remove all or any portion of the incompleated work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

COMMONWEALTH OF PENNSYLVANIA

THE  
WATER SUPPLY COMMISSION

PERMIT

To .....

For .....

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697 of ... WATER SUPPLY COMMISSION OF PENNSYLVANIA ...  
WITNESSES my hand as Chairman of the Water Supply Commission of Pennsylvania this 30th day of ... A. D. 19 ...

WATER SUPPLY COMMISSION OF PENNSYLVANIA

Chairman

Engineer

Composed of ...

COMMONWEALTH OF PENNSYLVANIA

THE

WATER SUPPLY COMMISSION

PERMITS

WITNESS my hand as Chairman of the Water Supply Commission of Pennsylvania this 28th  
day of August, A. D. 19 17.

WATER SUPPLY COMMISSION OF PENNSYLVANIA

.....  
Chairman

.....  
Engineer

WW.

Compared by W. & S.

COMMONWEALTH OF PENNSYLVANIA

THE WATER SUPPLY COMMISSION

PERMIT

The Water Supply Commission of Pennsylvania, under authority of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled, "An act providing for the regulation of dams, or other structures or obstructions, as defined herein, in, along, across, or projecting into all streams and bodies of water wholly or partly within, or forming part of the boundary of, this Commonwealth; vesting certain powers and duties in the Water Supply Commission of Pennsylvania, for this purpose; and providing penalties for the violation of the provisions hereof," approved the 25th day of June, A. D. 1913, hereby issues this permit to THE GIRARD WATER COMPANY,

giving its consent to the construction of flash boards on the spillway of the No. 3 dam on Lost Creek, West Mahanoy Township, Schuylkill County, Pa.

This permit is issued in response to an application filed in the office of the Water Supply Commission of Pennsylvania on the 14th day of April, A. D. 1919, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made part of the application,

subject, however, to the provisions of the Act of June 25, 1913, P. L. 555, and the following conditions, regulations and restrictions:

1. That this permit does not give any property rights, either in real estate or material, nor any exclusive privileges; neither does it authorize any injury to private property nor invasion of private rights, nor any infringement of Federal, State or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent, where necessary;

2. That the work shall at all times be subject to supervision and inspection by representatives of the Commission, and that no changes in the maps, plans, profiles and specifications as approved shall be made except with the written consent of the Commission. The Commission, however, reserves the right to require such changes or modifications in the maps, plans, profiles and specifications as may be considered necessary. The Commission further reserves the right to suspend or revoke this permit at any time, should such action be deemed necessary in the interest of public safety;

3. That all construction debris, excavated material, brush, rocks and refuse incidental to this work shall be removed entirely from the stream channel and placed either on shore above the influence of flood waters, or at such dumping ground as may be approved by the Commission;

4. That there shall be no unreasonable interference with the free discharge of the river or stream nor with navigation during construction;

5. That if future operations by the Commonwealth of Pennsylvania require modification of the structure or work, or if, in the opinion of the Water Supply Commission of Pennsylvania, it shall cause unreasonable obstruction to the free passage of floods or navigation, the permittee shall, upon due notice from the Water Supply Commission of Pennsylvania, remove or alter the structural work or obstructions caused thereby, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy and unobstructed, in such manner as the said Commission may require; and if, upon the expiration or revocation of this permit, the work shall not be completed, the permittee, at his own expense and to such extent and in such time and manner as the said Commission may require, shall remove all or any portion of the incompletd work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration;



COMMONWEALTH OF PENNSYLVANIA

THE  
WATER SUPPLY COMMISSION

PERMIT

To

For

Blank lined area for permit details.

That the permittee shall notify the Water Supply Commission of Pennsylvania when this work is commenced and at least two weeks before the probable time of completion;  
That if this work is not completed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, this permit if not previously revoked or specifically extended, shall cease and be null and void.

WITNESS my hand as Chairman of the Water Supply Commission of Pennsylvania this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WATER SUPPLY COMMISSION OF PENNSYLVANIA

H. A. REEDER  
Chairman

Engineer

COMMONWEALTH OF PENNSYLVANIA  
THE WATER SUPPLY COMMISSION  
PERMIT

The Water Supply Commission of Pennsylvania, under authority of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled, "An act providing for the regulation of dams, or other structures or obstructions, as defined herein, in, along, across, or projecting into all streams and bodies of water wholly or partly within, or forming part of the boundary of, this Commonwealth; vesting certain powers and duties in the Water Supply Commission of Pennsylvania, for this purpose; and providing penalties for the violation of the provisions hereof," approved the 25th day of June, A. D. 1913, hereby issues this permit to

**construction**

giving its consent to the

~~Whiskey Hill Creek, about one thousand eight hundred (1800) feet above the junction of said creek with Little Catawissa Creek, in Union Township, Schuylkill County, Pa.~~

This permit is issued in response to an application filed in the office of the Water Supply Commission of Pennsylvania on the **22nd** day of **April**, A. D. 19**19**, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made part of the application,

7. That no earth or other embankment material, which is in a frozen condition, shall be covered or placed in the embankment;

8. That masonry shall not be placed in freezing weather, except under conditions approved by the Water Supply Commission;

9. That prior to the laying of the pipe lines, a thorough investigation shall be made as to the feasibility of laying them, encased in concrete, on a rock foundation, along the base of the left or west hill and a report thereon shall be submitted to the Water Supply Commission.

10. That the corwall on either side of the spillway shall be carried up to an elevation not lower than one (1) foot below the top of the embankment for a distance of at least eight (8) feet beyond the side walls of the spillway to act as cut-offs in case of unusually high water.

DEPARTMENT OF REVENUE  
WATER SUPPLY COMMISSION

WITNESS my hand as Chairman of the Water Supply Commission of Pennsylvania this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

3rd

June

19

WATER SUPPLY COMMISSION OF PENNSYLVANIA

Chairman

Engineer

f-sh

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

**PERMIT**

The Department of Environmental Resources "Department", established by the Act of December 3, 1970, (71 P.S. §510-1 *et seq.*) and empowered to exercise certain powers and perform certain duties under and by virtue of the Act of November 26, 1978, P.L. 1375, No. 325, as amended by the Act of October 23, 1979, No. 70, known as the "Dam Safety and Encroachments Act"; and the Administrative Code, Act of April 9, 1929, P.L. 177, *as amended*, which empowers the Department to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania and the Water and Power Resources Board, hereby issues this permit to:

MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH  
26-28 West Lloyd Street, Shenandoah, PA 17976

giving its consent to

modify, operate and maintain the existing Ringtown No. 6 Dam located across  
Whiskey Mill Creek approximately 0.04 mile upstream of the confluence  
with Catawissa Creek in Union Township, Schuylkill County.

This permit is issued in response to an application filed with the Department of Environmental Resources on the 12<sup>th</sup> day of December A.D. 19 86 and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made part of the application \_\_\_\_\_

January 15, 1987

Subject, however, to the provisions of the Dam Safety and Encroachments Act, the Administrative Code, and the following conditions, regulations, and restrictions (YOUR ATTENTION IS DRAWN TO CONDITION NUMBER 12).

1. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest in, to, or over any land belonging to the Commonwealth of Pennsylvania; any infringement of Federal, State, or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;

2. The work shall at all times be subject to supervision and inspection by representatives of the Department, and no changes in the maps, plans, profiles and specifications as approved shall be made except with the written consent of the Department. The Department, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. The Department further reserves the right to suspend or revoke this permit if in its opinion the best interest of the Commonwealth will be subserved thereby;

3. All work shall be conducted under the oversight and supervision of a competent engineer approved by the Department, and such engineer or a competent representative shall be on the work site at all times during significant construction activities until completion of the dam.

4. The Department shall be notified in advance of the proposed time of commencement of this work, and a detailed report upon the status of the construction shall be mailed to the "Division of Dam Safety, P. O. Box 2357, Harrisburg, Pennsylvania 17120" on the first of each month until work upon the dam has been completed. Within thirty (30) days after the completion of the work authorized in this permit, the permittee shall file with the Division of Dam Safety, a statement certifying that the work has been performed in accordance with this permit and the approved maps, plans, profiles and specifications. Further, the permittee shall submit to the Division of Dam Safety, within ninety (90) days of the date of final completion of the dam authorized by this permit, a set of "as built" plans for the project;

5. If this work is not completed on or before the 31st day of December A.D. 19 87, this permit, if not previously revoked or specifically extended, shall cease and be null and void; and if, upon the expiration or revocation of this permit, the work shall not be completed, the permittee shall, at his own expense and to such extent and in such time and manner as the said Department may require, remove all or any portion of the incompleted work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration;

6. No material shall be placed on any portion of the foundation until such portion of the foundation has been approved, in writing, by a representative of the Department; no earth or other embankment material which is in a frozen condition shall be covered or placed in embankments; concrete shall not be placed in freezing weather except under conditions approved by the Department;

7. The Department shall be notified at least one week in advance of the time when it is proposed to begin to store water in the reservoir or pond created by the dam for which this permit is issued. The Department will require the permittee to allow a portion of the natural stream flow to pass the dam while the reservoir or pond is being filled, and this notice is required in order that arrangements may be made to have a representative on the ground before or during the filling if the Department considers it desirable. Sufficient water to support fish life shall be allowed to flow into the stream below the dam, during the period of its construction or repair and while the reservoir is being filled. The permittee agrees to abide by such rules and regulations as to the storage and discharge of water, and as to the level of the reservoir created by said dam, as may be prescribed from time to time by the said Department;

8. All trees of no value and brush cleared from the area under this permit shall be burned at such time and under such conditions as to prevent the fire from spreading to adjoining timber land; provided, however, that before such burning is begun, the Regional Air Pollution control Engineer of the Department of Environmental Resources in charge of the Region in which the area is located shall be notified;

9. The permittee agrees in accepting this permit, to install, upon the request of the Pennsylvania Fish Commission, such fishway or fishways as the said Department may require. (See Section 185, of the Act of May 2, 1925, P.L. 448, as amended by Act of April 22, 1929, P.L. 621.) Attention is also called to Section 191 of the Act of May 2, 1925, P.L. 448, as amended by Act No. 113, approved May 25, 1935, which provides that no person owning, leasing or maintaining a dam, holding back waters inhabited by fish, shall draw off such waters without first receiving written permission from the Pennsylvania Fish Commission;

10. Performance of the work authorized shall constitute an acceptance of the various conditions contained in the permit; **provided** that if the permittee fails to file acceptance of the permit in accordance with Condition 12, the permit becomes null and void and the permittee shall remove **all** works constructed and restore the area in a manner specified by the Department;

11. The Engineer and the Contractor shall be apprised of all of the provisions and conditions and shall signify their acknowledgement of being so apprised on the form herein attached. Copy of this signed form, together with copy of the permit shall be available for inspection at the project site at all times. Copy of the acknowledgement shall also be forwarded to the office issuing the permit. Failure to have copies of the permit and acknowledgement available for inspection at the project site shall be considered sufficient cause for issuance of a cease and desist order by the authorized Commonwealth personnel;

12. **This permit shall not become effective until and unless the permittee shall file with the Department within thirty (30) days from the date thereof, upon a form furnished by the Department, its written acceptance of the terms and conditions imposed therein. Failure to submit such acceptance will render the permit null and void;**

13. The permittee is advised that this project may be subject to the regulation of Section 404 of the Federal Clean Water Act of 1977. The permittee is directed to immediately contact the following District Office of the U.S. Army Corps of Engineers for further information: **Lt. Colonel Martin W. Walsh, Jr.**

~~Chief~~ Regulatory Functions Branch  
U.S. Army Corps of Engineers District

District Engineer  
Baltimore District  
P. O. Box 1715  
Baltimore, MD 21203

14. SEE SPECIAL CONDITIONS ON ATTACHED SHEET.

DATE MAR 2 1987

DEPARTMENT OF ENVIRONMENTAL RESOURCES

By: \_\_\_\_\_  
Joseph J. Ellam, Chief  
Division of Dam Safety

ATTEST:

L. B.

\_\_\_\_\_  
Permittee (Signature)



SPECIAL CONDITION(S):

The permittee is directed to furnish the Department of Environmental Resources, Division of Dam Safety with the names, qualifications and employer of the personnel responsible for the supervision of construction. In addition, the name of the contractor is also required. The permittee is further advised that the Department reserves the right to approve the personnel who will be in charge of construction. This information is to be submitted to the Division of Dam Safety fifteen (15) days in advance of the anticipated start of construction.

The permittee is required to submit annual reports regarding the condition of the dam, certified by a registered professional engineer, to the Division of Dam Safety on or before October 1 of each year.

The permittee is required to contact the Schuylkill County Conservation District at 717-429-1744 prior to the commencement of construction.



**From:** [OnlineApplications@srbc.net](mailto:OnlineApplications@srbc.net)

**Sent:** Tuesday, April 19, 2022 10:06 AM

**To:** [dsalvadore@mabswater.com](mailto:dsalvadore@mabswater.com)

**Cc:** [bwagner@srbc.net](mailto:bwagner@srbc.net)

**Subject:** SRBC - Grandfathering Water Uses Registration Form Accepted

Dear Daniel Salvatore:

Staff have reviewed your submitted grandfathered registration form and concluded that the form is administratively complete. Your facility's registration information will now be assigned to a reviewer who will be contacting you with any questions or requests for additional information. We anticipate it will take four to six months in order for staff to make a final determination on your facility's grandfathered water withdrawal or consumptive use quantity.

Thank you,

The Susquehanna River Basin Commission

This message has been automatically generated, please do not reply. If you need further assistance, please contact Rachelle Eby at 717.238.0423 ext. 1215, or [GFregistration@srbc.net](mailto:GFregistration@srbc.net).

# Online Applications and Registrations

Susquehanna River Basin Commission

[Logout](#)

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[Profile](#)

[Shared Users](#)

[SRBC Homepage](#)

[Change Password](#)

## Create New Application or Initiate a Registration

Type:  ▼

Application/Registration Name:

–

## Unsubmitted Applications & Registrations

–

## Submitted Applications & Registrations Requiring Notifications

–

## Submitted Applications & Registrations

Invoice not paid.

–

## Applications & Registrations - Under Administrative Review

–

**Applications & Registrations - Under Technical Review**

-

**Applications & Registrations - Scheduled For Commission Action**

-

**Completed Applications & Registrations**

Application Name	Type	NOI / Pending #	ABR #			
Facility Registration	GF	GF-2018-0081	0	<a href="#">Invoice</a>	<a href="#">View</a>	<a href="#">Clone</a>



# Municipal Authority of the Borough of Shenandoah: Facility Registration

GF-2018-0081 - Invoice#:138196 - Grandfathered

[View all pdf uploads here](#)

## 1.0 Contact Information

### Facility Information

Facility Name: Shenandoah Water Plant  
Facility Address: 424 Raven Run Road  
City: Shenandoah  
State: PA  
Zip: 17976  
Telephone: 570-462-4918

	Latitude	Longitude
Coordinates: Not sure of coordinates? Use this <a href="#">link</a> to convert an address into coordinates.	40.818109	-76.239961

### Primary Facility Contact

Name: Daniel Salvatore  
Title: Chief Plant Operator  
Address: 424 Raven Run Road  
City: Shenandoah  
State: PA  
Zip: 17976  
Telephone: 570-462-4918  
Mobile: 570-233-2318  
Email: dsalvadore@mabswater.com

### Corporate Information

Same as Facility Information

Corporate Name: Municipal Authority of the Borough of Shenandoah  
Address: P.O. Box 110  
Route 4032  
City: Shenandoah  
State: PA  
Zip: 17976  
Telephone: 570-462-1904

### Primary Corporate Contact

Same as Facility Information

Name: Daniel Salvatore  
Address: 424 Raven Run Road  
City: Shenandoah  
State: PA  
Zip: 17976  
Telephone: 570-462-4918  
Email: dsalvadore@mabswater.com

## Electronic Signature

Preparer Name: M. Christopher McCoach, PE  
Title: Project Manager  
Company: Alfred Benesch & Company  
Electronic Signature: M. Christopher McCoach  
Date: 2/6/2018 12:00:00 AM

\*The remainder of the application will become available for editing once the contact information has been submitted.

## 2.0 Facility Information

This facility is owned by a(n):

Government Agency  
Explain:

### 2.1 Facility Description

Upload a detailed description of the Facility or enter description in text box below. The description should be approximately 1 to 2 pages in length (click [here](#) for example) and include, but is not limited to, the following:

- a. Type of facility
- b. Purpose of the withdrawal and/or consumptive use
- c. Description of facility activities

File Name
B1_MABS_FacilityDescription.pdf <a href="#">view</a>

Upload pdf file:

Or Enter...

Facility Description:

### 2.2 NAICS Code

Provide the North American Industry Classification System (NAICS) code that best describes the activity in which the facility is primarily engaged.

221300 - Water, Sewage and Other Systems

### 2.3 Dates of Operation of the Facility

The "Date operations began at the facility" refers to when (month/year) historic operations were initiated at the facility. If the original owner currently owns/operates the facility, then the "Date Current Owner began operation" will be the same month/year. If the facility has undergone a change in ownership at some point in the past, then the first entry is when historic operations began at the facility under the previous ownership(s), and the second entry should refer to when the current owner began its operation.

Date operations began at the facility: 02/1870

Date current owner began operation: 11/1950

Please provide a brief description and/or timeline detailing any changes of ownership:

Shenandoah Citizens Water and Gas Company received a water allocation permit on Feb. 25, 1870. On Aug. 18, 1943 Permit WA-44A was approved to Shenandoah Citizens Water and Gas Company. On Nov. 14, 1950 Permit WA-44A was approved to the Municipal Authority of the Borough of Shenandoah.

### 2.4 Facility Withdrawal and Discharge Permits

Please list facility permits related to the withdrawal or use of water. Press the "Click to add" button to save the permit information. You may then add additional permits, if applicable.

**2.4.1. Water Withdrawal Permits (i.e., PADEP Water Allocation Permit, NYSDEC Water Withdrawal Permit, MDE Water Appropriation and User Permit, SRBC Docket, etc.)**

**2.4.2. Water Discharge Permits (i.e., NPDES, SPDES, etc.)**

Please list any permits related to the discharge of water by the facility (if applicable):

**2.5 State Agency Reporting (i.e. PADEP WUDS Primary Facility ID, MDE WAP ID, NYSDEC Facility ID)**

Do you currently report water use to any state agencies? If yes, to whom and under what ID Number? Press the "Click to add" button to save the agency information. You may then add additional agencies, if applicable.

**3.0 Water Withdrawal Information**

**3.1 Water Sources (i.e. PADEP Sub Facility ID, MDE Permit Number)**

Please list all water sources used at the facility. Please note that you must press the "Click to add" button to save the source information. You may then add additional sources, if applicable.

		Source	ID#	Type	Docket	Latitude	Longitude	Date Developed	Date Initiated
<a href="#">Edit</a>	<a href="#">Delete</a>	Ringtown No. 6	54-95	Surface Water		40.831111	-76.281667		11/14/1950
<a href="#">Edit</a>	<a href="#">Delete</a>	Ringtown No.5	54-04	Surface Water		40.842500	-76.247222		11/14/1950
<a href="#">Edit</a>	<a href="#">Delete</a>	Raven Run No. 2	54-07	Surface Water		40.822778	-76.241111		11/14/1950

**3.2 Metering Information**

Describe how water withdrawals are metered or quantified (type of meter, size, location, whether each source is separately metered, etc.).

Metering Plan
C_MABS_WaterMeters.pdf <a href="#">view</a> <a href="#">delete</a>

Upload pdf file:

Or Enter...

Metering Information (type of meter, size, location, whether each source is separately metered, etc.):

**3.3 Water Withdrawal Quantities**

Update the table below with the following information for each water source:

- What is your highest 30-day average withdrawal over the last 5 years?
- If greater, What is your highest historical 30-day average withdrawal for each source?
- Do you have metered values, estimates, or a combination of both?

Source	Highest 5 Yr 30-day Avg (gal/day)	Highest Historical 30-day Avg (gal/day)	Metered, Estimated, or Both
Ringtown No. 6	1500000	1500000	Estimated
Ringtown No.5	2000000	2000000	Estimated
Raven Run No. 2	2050000	2050000	Estimated

**3.4 Supporting Data**

Please upload any withdrawal data that helps support your highest historical 30-day average amount (last 5 years and/or historical) in order to support your requested grandfathered water withdrawal quantity. For groundwater withdrawals, please submit groundwater elevation data as well if available. If possible, please submit in an Excel format. If withdrawal and consumptive use data are not available, then the project can provide any information available upon which a determination of quantity could be made. This may include information on hours of operation, pump run times, production numbers, etc.

Supporting data may include any data submitted to a state agency through a registration program, although daily data over a 30-day period as indicated above may provide the most favorable grandfathered determination amount.

File Name
D1_MABS_WaterAllocation.pdf <a href="#">view</a>

Upload file:

## 4.0 Consumptive Use Information

### 4.1 Consumptive Uses

If applicable, please provide a description of each process that consumptively uses water at the facility and the date each process was initiated. The description should also include identification of any water returned to the Basin, history of the use and any process changes, and any expansions and other actions that impacted the amount of water consumptively used. Please note that you must press the "Click to add" button to save the consumptive use information. You may then add additional consumptive uses, if applicable.

		Description	Date Initiated
<a href="#">Edit</a>	<a href="#">Delete</a>	Public water supply	11/14/1950

### 4.2 Metering Information

Describe how consumptive use is metered or quantified. Consumptive use can be "directly metered" (i.e., an irrigation system or perimeter misting fence), "calculated" (i.e., inflow – outflow or a sum of consumptive use from several processes or pond evaporation or counting water trucks), quantified by engineering calculations (i.e., power generation or thermal plumes), estimated using the product (i.e., tons of wet stone).

Metering Plan
D_MABS_WaterMeters.pdf <a href="#">view</a> <a href="#">delete</a>

Upload pdf file:

Or Enter...

Metering Information (type of meter, size, location, whether each source is separately metered, etc.):

### 4.3 Consumptive Use

Update the table below with the following information:

- What is your highest 30-day average consumptive use over the last 5 years?
- What is your highest historical 30-day average consumptive use for the facility?
- Do you have metered values, estimates, or a combination of both?

Total Consumptive Use	Highest 5 Yr 30-day Avg (mgd)	Highest Historical 30-day Avg (mgd)	Metered, Estimated, or Both
Total CU	5	5	Estimated

### 4.4 Supporting Data

Please upload any consumptive use data that helps support your requested grandfathered quantity. If data are not available, then the project can provide any information available upon which a determination of quantity could be made. This may include information on hours of operation, production numbers, etc. If possible, please submit in an Excel format.

File Name
E1_MABS_WaterAllocation.pdf <a href="#">view</a>

Upload file:

## Addendums

Your IP Address is

# Municipal Authority of the Borough of Shenandoah

# INVOICE

Date: 12/20/2018

Invoice #: 138196

Due Date: 1/19/2019

Daniel Salvadore  
424 Raven Run Road  
Shenandoah, PA 17976  
570-462-4918

SRBC Reference #: GF-2018-0081

## PAID

DESCRIPTION	AMOUNT
Registration Fee - Grandfathering: Grandfathering Registration	\$ 500.00
Municipal Discount	\$ 0.00
<b>Total Invoice Amount</b>	<b>\$ 500.00</b>
Payments	\$ 500.00
Refunds	\$ 0.00
<b>Balance Due</b>	<b>\$ 0.00</b>

Note: Please put your SRBC Reference and Invoice Numbers on the check.

Remit payment to:

If by check-

Susquehanna River Basin Commission  
4423 North Front St.  
Harrisburg, PA 17110-1788

If by electronic payment-

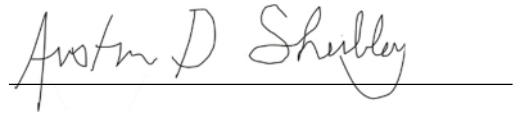
First National Bank  
Routing #043318092, Account #0537150591

For questions, please contact our Accounting Department:

Phone: (717) 238-0423, extension 1100

## VERIFICATION

I, Austin D. Sheibley, Project Designer, of Gannett Fleming, Inc., hereby state that I performed a file review at the Pennsylvania Department of Environmental Protection (“PaDEP”) Division of Dam Safety Offices in Harrisburg PA on October 21, 2022 for permits related to the Municipal Authority of the Borough of Shenandoah’s (“MABS”) dams, including Raven Run No. 2 PaDEP Dam ID No. 54-07, Raven Run No. 3 PaDEP Dam ID No. 54-08, Ringtown No. 5 PaDEP Dam ID No. 54-04, and Ringtown No. 6 PaDEP Dam ID No. 54-95. The file review produced copies of permits for Raven Run No. 3 (1917 and 1919 Permits) and Ringtown No. 6 (1919 and 1987 Permits). No permits were found for Ringtown No. 5. I understand that my statement herein is made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A handwritten signature in cursive script that reads "Austin D Sheibley". The signature is written in black ink and is positioned above a solid horizontal line.

Austin D. Sheibley  
Project Designer  
Gannett Fleming, Inc.

Dated: November 10, 2022

## **Information Request No. 9**

### **Confidential Annual Inspection Reports for MABS Dams:**

**Raven Run No. 2**

**Raven Run No. 5**

**Ringtown No. 5**

**Ringtown No. 6**

**DEP Letters**

**Email to DEP**

**\*Confidential Material  
on SharePoint only\***



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

March 7, 2019

Mary Lou Jaskierski, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2018 Annual Inspection Report  
DEP File No. D54-007  
Raven Run No. 2 Dam  
West Mahanoy Township, Schuylkill County

Dear Ms. Jaskierski:

The 2018 Annual Inspection Report for Raven Run No. 2 Dam was submitted by Alfred Benesch & Company on December 27, 2018. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2018 Annual Inspection

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2019 Annual Inspection Report.*

As you are aware, the Department has revised the Annual Inspection Report Form for use in recording the results of the 2009 and future inspections. You will note that page nine of the revised form requires the **dam owner** to verify information pertaining to the approved Emergency Action Plan (EAP) for the dam. The lower portion of page nine contained in the Authority's Annual Inspection Report was not completed. Please complete this form for your records and submit a completed form in the 2019 Annual Inspection Report.

As mentioned in our previous letters, the Dam Permit Application for this dam was returned to the Authority due to the lack of information and missing the deadline to submit the required information. The Raven Run No. 2 Dam is currently being operated without a valid Dam Safety permit, which is a violation of the Department's Dam Safety and Waterway Management regulations (§105.11). The Authority must direct their engineer to complete the application and resubmit it to the Department.

Mary Lou Jaskierski, Manager  
Municipal Authority of the Borough of Shenandoah

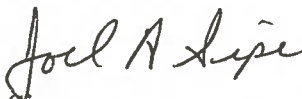
- 2 -

March 7, 2019

The Department acknowledges receipt of the January 23, 2019 letter which outlines a schedule to address the outstanding issues at all the Authority's dams. The review of the schedule has been completed and is considered acceptable. The Department looks forward to working with the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,



Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company



February 13, 2020

Jennifer Hepler, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2019 Annual Inspection Report  
DEP File No. D54-007  
Raven Run No. 2 Dam  
West Mahanoy Township, Schuylkill County

Dear Ms. Hepler:

The 2019 Annual Inspection Report for Raven Run No. 2 Dam was submitted by Alfred Benesch & Company on December 18, 2019. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2019 Annual Inspection

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2020 Annual Inspection Report.*

As mentioned in several of our previous letters, the Dam Permit Application the Authority submitted for this dam was returned to the Authority due to the lack of information and not resubmitting the missing information by the deadline. The Raven Run No. 2 Dam is currently being operated without a valid Dam Safety permit, which is a violation of the Department's Dam Safety and Waterway Management regulations (§105.11). The Authority must direct their engineer to complete the application and resubmit it to the Department.

As mentioned in several of our previous letters, the spillway for the Raven Run No.2 Dam is considered inadequate. The Department requests that the Authority include the modifications to address the inadequate spillway capacity in the permit application. In addition, the Authority will be required to install upstream controls on the outlet drawdown system as part of the rehabilitation project.

February 13, 2020

According to the 2019 Annual Inspection Report, movement of the embankment near the center of the downstream face of the dam has been documented. Due to the newly identified embankment movement, the steepness of the downstream slope and the seepage discharging from the toe drain system, the Department requests that the Authority monitor this dam closely for any change in the dam's condition. If changes occur the Authority must notify its engineer and the Department immediately.

The Department acknowledges receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The schedule indicates that the Authority will begin work on this dam in 2022. The Department looks forward to working with the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,



Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company

Jennifer Hepler, Manager  
Municipal Authority of the Borough of Shenandoah

- 3 -

February 13, 2020

bcc: Pamela Kania, NERO, Dam Safety and Technical Services Section (OAIR sent inter-office)

Kreider  
Sipe  
File (54-007)  
Reading File

JAS:sp

**JENNIFER M KOWALONEK PE  
ALFRED BENESCH & COMPANY  
PO BOX 1090  
POTTSVILLE PA 17901**



March 7, 2019

Mary Lou Jaskierski, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, Pa 17976

Re: 2018 Annual Inspection Report  
DEP File No. D54-008  
Raven Run No. 3 Dam  
West Mahanoy Township, Schuylkill County

Dear Ms. Jaskierski:

The 2018 Annual Inspection Report for Raven Run No. 3 Dam was submitted by Alfred Benesch & Company on December 27, 2018. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2018 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2019 Annual Inspection Report.*

As you are aware the Department has revised the Annual Inspection Report Form for use in recording the results of the 2009 and future inspections. You will note that page nine of the revised form requires the **dam owner** to verify information pertaining to the approved Emergency Action Plan (EAP) for the dam. The lower portion of page nine contained in the Authority's Annual Inspection Report was not completed. Please complete this form for your records and submit a completed form in the 2019 Annual Inspection Report.

The Department acknowledges receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The review of the schedule has been completed and is considered acceptable. The Department looks forward to working with the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,

A handwritten signature in black ink that reads "Joel A. Sipe". The signature is written in a cursive style with a horizontal line under the name.

Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company



February 13, 2020

Jennifer Hepler, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, Pa 17976

Re: 2019 Annual Inspection Report  
DEP File No. D54-008  
Raven Run No. 3 Dam  
West Mahanoy Township, Schuylkill County

Dear Ms. Hepler:

The 2019 Annual Inspection Report for Raven Run No. 3 Dam was submitted by Alfred Benesch & Company on December 18, 2019. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2019 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2020 Annual Inspection Report.*

In our previous letters, the Department requested that the Authority finalize the plans and specifications for the installation of piezometers. The presence of slough areas and bulges is of great concern to the Department. The installation of piezometers should provide insight into whether an underlying problem is beginning to develop. Plans and specifications for piezometer placement must be submitted to this office for review and approval.

As mentioned in several of our previous letters, the spillway for the Raven Run No.3 Dam is considered inadequate. The Department's rainfall study has been completed and the results can be found on the Department's website which will assist in evaluating the spillway capacity. As the Authority and its engineer evaluate solutions to address the spillway capacity, the Department requests that the design include the installation of a seepage collection and monitoring system for seepage along the downstream toe of the dam and install upstream controls on the outlet drawdown control system.

The Department acknowledged receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The schedule indicates that the Authority will begin work on this dam in 2022. The Department looks forward to working with

Jennifer Hepler, Manager  
Municipal Authority of the Borough of Shenandoah

- 2 -

February 13, 2020

the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,



Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company

Jennifer Hepler, Manager  
Municipal Authority of the Borough of Shenandoah

- 3 -

February 13, 2020

bcc: Pamela Kania, NERO, Dam Safety and Technical Services Section (OAIR sent inter-office)

Kreider  
Sipe  
File (54-008)  
Reading File

JAS:sp

**JENNIFER M KOWALONEK PE  
ALFRED BENESCH & COMPANY  
PO BOX 1090  
POTTSVILLE PA 17901**

March 7, 2019

Mary Lou Jaskierski, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2018 Annual Inspection Report  
DEP File No. D54-004  
Ringtown No. 5 Dam  
Union Township, Schuylkill County

Dear Ms. Jaskierski:

The 2018 Annual Inspection Report for Ringtown No. 5 Dam was submitted by Alfred Benesch & Company on December 27, 2018. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2018 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2019 Annual Inspection Report.*

As you are aware, the Department has revised the Annual Inspection Report Form for use in recording the results of the 2009 and future inspections. You will note that page nine of the revised form requires the **dam owner** to verify information pertaining to the approved Emergency Action Plan (EAP) for the dam. The lower portion of page nine contained in the Authority's Annual Inspection Report was not completed. Please complete this form for your records and submit a completed form in the 2019 Annual Inspection Report.

According to the 2017 and 2018 Annual Inspection Reports, significant erosion has been identified at the approach to the RCC spillway and along the outside edge of the RCC spillway steps at the right downstream toe of the dam. The Department requests that the Authority direct its engineer to investigate these two areas and develop a repair plan to prevent further erosion. This repair will stabilize these areas while the Authority and its engineer continue to move forward with the design for the complete rehabilitation of the dam.

Mary Lou Jaskierski, Manager  
Municipal Authority of the Borough of Shenandoah

- 2 -

March 7, 2019

The Department acknowledges receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The review of the schedule has been completed and is considered acceptable. The Department looks forward to working with the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,



Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company



February 13, 2020

Jennifer Hepler, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2019 Annual Inspection Report  
DEP File No. D54-004  
Ringtown No. 5 Dam  
Union Township, Schuylkill County

Dear Ms. Hepler:

The 2019 Annual Inspection Report for Ringtown No. 5 Dam was submitted by Alfred Benesch & Company on December 18, 2019. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2019 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2020 Annual Inspection Report.*

In our March 7, 2019 letter, the Department requested that the Authority direct its engineer to investigate the erosion along the RCC spillway and develop a repair plan to prevent further erosion. According to our records this plan was not submitted. This repair will stabilize the eroded areas until the Authority and its engineer complete the design for the complete rehabilitation of the dam.

The Department acknowledges receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The schedule indicates that the Authority would have completed installing piezometers and a geotechnical analysis by February 2020 for this dam. According to our records these deadlines have not been met. The Authority must follow the deadlines as outlined in the approved schedule to bring the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,

A handwritten signature in black ink that reads "Joel A. Sipe".

Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company



March 7, 2019

Mary Lou Jaskierski, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2018 Annual Inspection Report  
DEP File No. D54-095  
Ringtown No. 6 Dam  
Union Township, Schuylkill County

Dear Ms. Jaskierski:

The 2018 Annual Inspection Report for Ringtown No. 6 Dam was submitted by Alfred Benesch & Company on December 27, 2018. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2018 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2019 Annual Inspection Report.*

As you are aware, the Department has revised the Annual Inspection Report Form for use in recording the results of the 2009 and future inspections. You will note that page nine of the revised form requires the **dam owner** to verify information pertaining to the approved Emergency Action Plan (EAP) for the dam. The lower portion of page nine contained in the Authority's Annual Inspection Report was not completed. Please complete this form for your records and submit a completed form in the 2019 Annual Inspection Report.

The Department acknowledges receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The review of the schedule has been completed and is considered acceptable. The Department looks forward to working with the Authority as it moves forward in meeting the proposed deadlines and bringing the dams into compliance. If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,

A handwritten signature in black ink that reads "Joel A. Sipe".

Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company



February 13, 2020

Jennifer Hepler, Manager  
Municipal Authority of the  
Borough of Shenandoah  
P.O. Box 110  
Shenandoah, PA 17976

Re: 2019 Annual Inspection Report  
DEP File No. D54-095  
Ringtown No. 6 Dam  
Union Township, Schuylkill County

Dear Ms. Hepler:

The 2019 Annual Inspection Report for Ringtown No. 6 Dam was submitted by Alfred Benesch & Company on December 18, 2019. We thank the Municipal Authority of the Borough of Shenandoah (Authority) for its cooperation with the Department of Environmental Protection, Division of Dam Safety (Department) and for conducting the 2019 Annual Inspection.

We have reviewed the inspection report and concur with many of the recommendations explained in it. The Authority should review these recommendations with its engineer and implement any necessary maintenance and repairs. Please be advised that repairs, other than minor maintenance, will likely require written approval from the Department prior to performing any work. Minor maintenance includes activities such as vegetation and debris removal, filling of animal burrows, and patching or sealing of small areas. *The results of any repair or maintenance work should be documented by the Authority's engineer in the 2020 Annual Inspection Report.*

As mentioned in several of our previous letters, the spillway for the Ringtown Reservoir No.6 Dam is considered inadequate. The Department's rainfall study has been completed and the results can be found on the Department's website which will assist in evaluating the spillway capacity. As the Authority and its engineer evaluate solutions to address the spillway capacity, the Department requests that the design include the installation of a seepage collection and monitoring system for seepage along the downstream end of the spillway.

The Department acknowledged receipt of the January 23, 2019 letter, which outlines a schedule to address the outstanding issues at all the Authority's dams. The schedule indicates that the Authority would have completed the design and construction of the seepage weir along the downstream end of the spillway by December 2019 for this dam. According to our records these deadlines have not been met. The Authority must follow the deadlines as outlined in the approved schedule to bring the dams into compliance.

If the Authority or its engineer has any questions regarding this letter, please contact me at 717.772.5956.

Sincerely,

A handwritten signature in black ink that reads "Joel A. Sipe". The signature is written in a cursive style.

Joel A. Sipe  
Construction, Inspection and Monitoring Section  
Division of Dam Safety

cc: Jennifer M. Kowalonek, P.E., Alfred Benesch & Company

**From:** Paul, Drew

**Sent:** Tuesday, November 1, 2022 12:18 PM

**To:** [cubrown@pa.gov](mailto:cubrown@pa.gov)

**Subject:** Municipal Authority of the Borough of Shenandoah Annual Dam Inspections

Mr. Brown,

Would you be able to assist me with a question regarding Annual Dam Inspection responses from PADEP?

I am in need of the past five (5) years of responses from PADEP regarding the Annual Dam Inspection submissions for a Public Utilities Commission Application.

The dams are:

Raven Run Dam #2 (D54-07)

Raven Run Dam #3 (D54-08)

Ringtown Dam #5 (D54-04)

Ringtown Dam #6 (D54-95)

All dams are owned by the Municipal Authority of the Borough of Shenandoah (MABS).

Do you know if responses are sent yearly or if they are sent on a different schedule?

Thank you for your help.

Sincerely,

**Information Request Nos. 10, 11 and 12**

**Updated Exhibit B to the Application**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”) is entered into effective as of this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH**, a Pennsylvania municipal authority and/or the **BOROUGH OF SHENANDOAH, SCHUYLKILL COUNTY**, a Pennsylvania municipality (collectively, the “Assignor”) and **AQUA PENNSYLVANIA, INC.**, a Pennsylvania corporation (the “Assignee,” and, together with Assignor, each a “Party” and collectively, the “Parties”).

A. Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Asset Purchase Agreement dated as July 20, 2021 (the “Purchase Agreement”), pursuant to which Assignor has agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets.

B. Sections 2.01, 2.04, 13.02 and 13.03 of the Purchase Agreement contemplate that at Closing, Assignor will assign to Assignee, and Assignee will accept and assume, all of Assignor’s right, title and interest in to any and all Assigned Contracts and Authorizations and Permits and all of the assets more thoroughly described on Exhibit “A” attached hereto and incorporated herein by reference, except for the Excluded Assets, as defined in the Purchase Agreement (collectively, the “Assigned Business Deliverables”) necessary for the operation of the Acquired Assets.

C. Unless herein otherwise defined, all terms defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement when used in this Assignment.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Assignment of Assigned Business Deliverables. Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all Assigned Business Deliverables, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

2. Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and the Buyer Indemnified Persons from, of and against any and all losses arising out of or relating to the breach by Assignor of any of the obligations, terms or covenants of Assignor, under or pursuant to the Assigned Business Deliverables that accrued prior to the date hereof subject to Assignor’s indemnification obligations under Article VIII of the Purchase Agreement.

3. Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and Seller Indemnified Parties from, of and against any and all losses arising out of or relating to the breach by Assignee of any of the obligations, terms or covenants of Assignee, under or pursuant to the Assigned Business Deliverables that accrue on or after the date hereof subject to Assignee’s indemnification obligations under Article VIII of the Purchase Agreement.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Assignment shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Assignment, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Assignment on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Assignment executed by such Party.

5. Successors; Assigns. Neither Party hereto shall assign or delegate this Assignment or any rights or obligations hereunder without the prior written consent of the other Parties hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

6. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Schuylkill County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Assignment. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Schuylkill County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ASSIGNMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS - REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Assignment.

8. Absolute Assignment. It is the intention of Assignor to transfer absolute title of the Assigned Business Deliverables to Assignee, its successors and assigns, free of any redemption by Assignor or its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

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

MUNICIPAL AUTHORITY OF THE  
BOROUGH OF SHENANDOAH

AQUA PENNSYLVANIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Marc A. Lucca

Its:

Its: President

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Its:

Its:

BOROUGH OF SHENANDOAH

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its:

**ATTEST:**

By: \_\_\_\_\_

Name:

Its:

## **EXHIBIT A**

### Assigned Business Deliverables

- Assignment and Assumption of Water Tower Lease Agreement dated January 9, 2017 between Cellco Partnership d/b/a Verizon Wireless and the Seller, except as provided in Schedule 2.02(g) of the Purchase Agreement.
- Public Water Supply Permits
  - Permit No. 3540044
  - Permit No. 5490507
  - Permit No. 5491509
- Water Allocation Permit WA54-44C
- NPDES Permit No. PA0062758
- Raven Run No. 2 PADEP Dam ID No. 54-07, no permit exists
- Raven Run No. 3 PADEP Dam ID No. 54-08, Permit No. 54-08
- Ringtown No. 5 PADEP Dam ID No. 54-04, Permit No. 54-04
- Ringtown No. 6 PADEP Dam ID No. 54-95, Permit No. 54-95
- SRBC Grandfathered Application (filed with SRBC)

## **BILL OF SALE**

**THIS BILL OF SALE** is made as of this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **MUNICIPAL AUTHORITY OF THE BOROUGH OF SHENANDOAH**, a Pennsylvania municipal authority and/or the **BOROUGH OF SHENANDOAH, SCHUYLKILL COUNTY**, a Pennsylvania municipality (collectively, the “Seller”) and **AQUA PENNSYLVANIA, INC.** (the “Buyer,” and, together with Seller, each a “Party” and collectively, the “Parties”).

### **BACKGROUND:**

**A.** Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of July 20, 2021 (the “Purchase Agreement”), pursuant to which Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller the Acquired Assets, including, without limitation, all of its personal property and fixed assets including equipment, machinery, vehicles, auxiliary equipment and plant equipment, as more thoroughly described on Exhibit “A” attached hereto and incorporated herein by reference, but excluding the Excluded Assets (collectively, the “Personal Property”).

**B.** Seller desires hereunder to transfer and assign to Buyer the Personal Property pursuant to the Purchase Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof.

**C.** All capitalized terms not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Transfer and Assignment. Seller hereby irrevocably sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in, to and under the Personal Property.

2. Acceptance of Transfer and Assignment. Buyer hereby irrevocably accepts the transfer, conveyance, assignment and delivery of the Personal Property.

3. Absolute Transfer. It is the intention of Seller to transfer absolute title of the Personal Property to Buyer.

4. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed

counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

5. Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Schuylkill County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Schuylkill County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Immediately Follows]

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be duly executed on the day and year first above written.

MUNICIPAL AUTHORITY OF THE  
BOROUGH OF SHENANDOAH

AQUA PENNSYLVANIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Marc A. Lucca

Its:

Its: President

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Its:

Its:

BOROUGH OF SHENANDOAH

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its:

**ATTEST:**

By: \_\_\_\_\_

Name:

Its:

Signature page – Bill of Sale

## EXHIBIT A

### Personal Property

All of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System (capitalized terms contained herein not otherwise defined within this document shall have the meanings assigned to them in the Purchase Agreement, unless the context shall otherwise require), or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(d)) of the Purchase Agreement or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests necessary for the operation of the System, including without limitation (i) good and marketable fees simple title to the Real Property described and identified on Schedule 4.09 hereof, and (ii) all Easements, including without limitation those identified on Schedule 4.09;

(b) all water treatment, transportation, and distribution facilities, including but not limited to the Seller's (i) water treatment plant located at 424 Raven Run Road in Shenandoah, PA, and (ii) all pipes, services, valves, hydrants, pumping stations, reservoirs, dams, storage tanks, improvements, fixtures, manholes and pipelines and any billing and collections related assets necessary to run the System;

(c) all contracts, licenses and leases identified on Schedule 4.15 to which the Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, relating to vehicles and other items of personal property;

(d) all Supplies and inventories relating to the Acquired Assets;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment;

(f) all prepaid expenses and security deposits;

(g) all Files and Records;

(h) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under applicable Law), including all Authorizations and Permits which are environmental permits, the Seller's NPDES Permits, water allocation permits, other operating permits and those items listed or described on Schedule 4.14 hereto; and

(i) all goodwill of the System.

## Schedule 2.02(g)

### Excluded Assets

1. Wind energy facilities as described in the Wind Energy Lease and Easement Agreement effective as of September 1, 2008 between Locust Ridge II, LLC and the Seller, and the land beneath those facilities. (Parcel Nos. 30-08-0059; 30-08-0058.001; 30-08-0060; 30-08-0061)
2. Breached Dams: Kehly Run Dam #3, #5, and #6. (Parcel Nos. 36-02-0002; 36-02-0003; 36-02-0003.001; 36-02-0003.0002; 30-09-00023).
3. Brandonville Dam and Pump Station
4. Certain Cell Tower Revenue: Revenues from the Cell Towers (defined below) will be allocated between the Parties as follows: (i) from the Closing Date to the fifth anniversary of the Closing Date, the Municipality will retain all revenues from the Cell Towers; (ii) from the fifth anniversary of the Closing Date to the eleventh anniversary of the Closing Date, Municipality will receive the first \$10,000 of revenue from the Cell Towers and Buyer will retain the remaining revenue; and (iii) after the eleventh anniversary of the Closing Date, Buyer will retain all revenues from the Cell Towers. The term “Cell Towers” means the cellular communications facility, including all improvements, equipment, antenna and conduit as described in the Water Tower Lease Agreement dated January 9, 2017, between Cellco Partnership d/b/a Verizon Wireless and the Seller (the “Lease”); provided that on and after the fifth anniversary of the Lease extension date, occurring on or about January 8, 2027, the Lease shall be assigned to the Buyer, without further action on the part of the Seller, by virtue of the agreement to assign the Lease to the Buyer beginning in 2027.
5. Seller is in the process of acquiring two trucks that it intends to purchase before the Closing Date.
6. Vacant land not required for the operation of the System:  
Parcel Nos.
  - a. 30-08-0006.000
  - b. 30-08-0009.000
  - c. 30-08-0058.000
  - d. 30-09-0024.000
  - e. 30-09-0024.001

## **Schedule 4.05**

### **Required Governmental Consents**

1. PaPUC Approval of Transaction.
2. PaDEP approval of transfer of permits identified on Schedule 4.14.

## **Schedule 4.06**

### **Undisclosed Liabilities**

- *Agular v. Moyer*, 3-21-CV-00595-MCC
- *Figeroa v. Moyer*, 3-21-CV-00601-MCC

**Schedule 4.07**

**Absence of Certain Changes or Events**

None.

**Schedule 4.08**

**Unpaid Taxes and Tax Claims**

None.

## Schedule 4.09

### Real Property and Easements; Liens

#### Fee Simple

<b>Parcel Number</b>	<b>Address #</b>	<b>Street</b>	<b>Municipality</b>
30-07-0011.000	72	Lex Lane	Union Township
30-07-0011.001		Reservoir Road	Union Township
30-07-0022.000		North of Reservoir Rd	Union Township
30-08-0007.000		Reservoir Road	Union Township
36-01-0005.002	424	Raven Run Road	West Mahanoy Township
36-01-0007.000		N. Side of Raven Run	West Mahanoy Township
36-01-0008.000	430	Raven Run Lost Creek	West Mahanoy Township
36-02-0026.000	0	Swatara Road	West Mahanoy Township
36-02-0055.005	0	Coal Street	West Mahanoy Township
36-08-0047.005	0	Swatara Road	West Mahanoy Township
64-05-0281.002	104	N. Ferguson St.	Shenandoah Borough
64-05-0283.000		N. Ferguson St.	Shenandoah Borough

#### Easements

<b>Parcel Number</b>	<b>Address #</b>	<b>Street</b>	<b>Municipality</b>
04-02-0032.000		Connerton Road	Butler Township
04-02-0036.000		Rapp Road	Butler Township
04-03-0001.000		Connerton Road	Butler Township
30-07-0011.003		Lex Ln	
30-07-0025.000		Reservoir Road	Union Township
30-07-0025.002	295	Reservoir Road	Union Township
30-07-0025.003	289	Reservoir Road	Union Township
30-07-0026.000		Reservoir Road	Union Township
30-07-0026.001	247	Reservoir Road	Union Township
30-07-0026.002	267	Reservoir Road	Union Township
30-08-0001.000		Reservoir Road	Union Township
30-08-0003.000	483	Reservoir Road	Union Township
30-08-0005.000	515	Reservoir Road	Union Township
30-08-0006.000		Reservoir Road	Union Township
30-08-0010.000		Reservoir Road	Union Township
30-08-0011.000		Reservoir Road	Union Township
30-08-0012.000	28	Thompson Lane	Union Township
30-08-0021.004	174	Ringtown Boulevard	Union Township
30-08-0058.000		Jerrys Road	Union Township
30-08-0059.000		Reservoir Road	Union Township
30-08-0064.000		Union & W Mahanoy Twp Line	Union Township
30-08-0065.000		Union & W Mahanoy Twp Line	Union Township

36-02-0003.003		E. Side of Shenandoah	West Mahanoy Township
36-01-0004.000		North Side Of Raven Run	West Mahanoy Township
36-01-0005.000	424	Raven Run Road	West Mahanoy Township
36-02-0006.000		Shenandoah Highway	West Mahanoy Township
36-02-0006.001		Shenandoah Highway	West Mahanoy Township
36-02-0015.000		Ringtown Boulevard	West Mahanoy Township
36-02-0055.004	725	W. Mahanoy/Shenandoah Line	West Mahanoy Township
36-02-0105.000		W. Coal Street	West Mahanoy Township
36-02-0114.000	43	Teresa Street	West Mahanoy Township
36-02-0123.000	1193	W. Center Street	West Mahanoy Township
36-02-0125.000	1185	W. Center Street	West Mahanoy Township
36-04-0007.000		Mount Olive Boulevard	West Mahanoy Township
36-04-0015.000		Mount Olive Boulevard	West Mahanoy Township
36-04-0018.000		Lost Creek #2	West Mahanoy Township
36-04-0020.001		New Road	West Mahanoy Township
36-04-0023.000		High Road	West Mahanoy Township
36-04-0024.000		New Road	West Mahanoy Township
36-04-0027.000		Newton Street	West Mahanoy Township
36-04-0029.000		Store Patch	West Mahanoy Township
36-04-0029.001	393	Mount Olive Boulevard	West Mahanoy Township
36-04-0157.000	417	Mount Olive Boulevard	West Mahanoy Township
36-04-0159.000	411	Mount Olive Boulevard	West Mahanoy Township
36-04-0180.000	28	Convent Road	West Mahanoy Township
36-04-0197.000	5	Church Street	West Mahanoy Township
36-04-0198.000	8	Convent Road	West Mahanoy Township
45-04-0009.000		E. Mahanoy Avenue	Girardville Borough
45-04-0018.000		A Street	Girardville Borough
64-01-0001.001		W. Centre Street	Shenandoah Borough
64-01-0001.002		N. Vine Street	Shenandoah Borough
64-01-0001.007	806	W. Coal Street	Shenandoah Borough
64-01-0023.000	600	S. Main Street	Shenandoah Borough
64-01-0025.002		Penn Street	Shenandoah Borough
64-01-0027.001		S. Main Street	Shenandoah Borough
64-01-0029.000		S. Main Street	Shenandoah Borough
64-01-0031.000	43	S. Main Street	Shenandoah Borough
64-01-0032.001		Herald Road	Shenandoah Borough
64-01-0041.000		N. Main & E. Washington Street	Shenandoah Borough
64-01-0041.003		E. Washington Street	Shenandoah Borough
64-01-0042.000	101	E. Washington Street	Shenandoah Borough
64-01-0045.000		Penn Street	Shenandoah Borough
64-01-0047.002		Washington Street	Shenandoah Borough
64-01-0048.000		Penn Street	Shenandoah Borough
64-02-0003.000		W. Penn Street	Shenandoah Borough
64-02-0003.001	1037	W. Coal Street	Shenandoah Borough
64-02-0003.002		W. Coal Street	Shenandoah Borough

64-02-0006.000	212	W. Coal & Race Street	Shenandoah Borough
64-02-0029.000		W. Penn Street	Shenandoah Borough
64-03-0001.004	841	W. Penn Street	Shenandoah Borough
64-03-0051.011		Coal Street	Shenandoah Borough
64-06-0027.000		N. Bridge Street	Shenandoah Borough
64-06-0328.000	532	Herald Street	Shenandoah Borough
64-08-0144.000	116	S. Main Street	Shenandoah Borough
64-08-0145.000	120	S. Main Street	Shenandoah Borough
64-08-0350.000		Laurel Street	Shenandoah Borough
64-08-0352.000		S. White Street	Shenandoah Borough
64-11-0093.001		Furnace Street	Shenandoah Borough

## Schedule 4.10

### Equipment and Machinery; Associated Liens

[Itemized list below.]

#### Office Furniture and Equipment

KM2550 Kyocera Copier	2007
Various Office Equipment	2008
Security System	2009
4 Camera System w/ DVR (#5 house)	2010
4 Camera System w/ DVR (garage)	2011
APC Smart-UPS 5000VA Tower Battery	2012
Office Furn & Equip	1999

#### Transportation Equipment

2019 F350 Dump Truck	2019
Plow Installed on Dump Truck	2008
2009 Ford F150 Truck	2009
2000 Chevy Silverado	2000
2010 Ford F150 Truck	2010
2011 Ford Ranger Truck	2010
2010 Jeep Liberty	2010

#### Miscellaneous Equipment

Tools	2007
Lawn Tractor	2008
Tools & Equipment	2009
Tools & Equipment	2010
Commercial Lawn Mower	2010

Wacker Generator	2010
Actuator	2011
Actuator	2013
Actuator	2015
Permanent Electrical Repairs	2011
Wacker	2015
Communication Equipment	2014
Other Equip	1998

## Schedule 4.11(a, b, c, e)

### Employee Benefits

#### Schedule 4.11(a): Seller's Plans and Seller's Benefit Obligations

##### *Sellers Plans:*

- Municipal Authority of the Borough of Shenandoah Employees' Pension Plan, dated March 22, 1974, as amended pursuant to Amendment No. 1, executed December 17, 1981 and Amendment No. 2, executed November 21, 1991.
- Agreement by and Between Municipal Authority of the Borough of Shenandoah and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, executed March 12, 2018.

##### *Seller's Benefit Obligations:*

<u>Provision</u>	<u>Description</u>
Holiday	12 days
Personal	2 days
Sick	10 days
Vacation	Less than one (1) year - 0 days
	After one (1) year service - 1 week
	Three (3) or more years' service - 2 weeks
	Eight (8) or more years' service - 3 weeks
	Thirteen (13) or more years' service - 4 weeks
	Twenty (20) or more years' service - 5 weeks
Medical	Highmark Healthcare
	1 PPO Plan
Rx	Carved-in with Highmark
Dental	Carved-in with Highmark
Vision	Carved-in with Highmark

Life Vendor	Unum (Life)
	1x annual earnings, Max of \$50,000  Core benefit life and disability plan insured through UNUM. Monthly premium \$547.60
Short Term Disability	Unum:
	Weekly - 60% of weekly earnings to a max weekly benefit of \$250
Long Term Disability	Unum:
	Monthly - 60% of earnings to a max monthly benefit of \$1,500. Payable to age 65.
Employee Stock Purchase Plan (ESPP)	N/A
401(k) Plan	N/A
DB Plan	Yes
Tuition	N/A
Defined Benefit Pension Plan	Asset holder: Principal Financial Group.  Assets: \$1,018,532.  Asset Management fees: 1.51%  Third Party Administrator: TRA INC., Lancaster Pa. Annual fee: \$4,220  Minimum Municipal Obligation (funding): \$95,160  Note: this plan was deemed to be in distress by the Auditor General of PA. The plan has been corrected and is functioning in accordance with the Act 205 Recovery Program filed with the Attorney General office in November 2018.
Pension Life Insurance	Pension Life insurance: This replaces the life insurance benefit that was in the pension plan (and taken out as part of the recovery submission).

	<p>Principal Life Insurance Company: \$50,000 life benefit for each participating in the pension.</p> <p>Monthly cost: \$269.12</p> <p>One America: \$50,000 life benefit for each participating in the pension plan.</p> <p>Monthly cost: \$248.00 per month.</p>
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**Schedule 4.11(b): Multiemployer Plans**

*See* Schedule 4.11(a).

**Schedule 4.11(c): Medical, Health, Life or other Welfare Plan or Benefits**

*See* Schedule 4.11(a).

**Schedule 4.11(e): Severance Arrangements**

None.

**Schedule 4.12**

**Exceptions to Personnel Payments**

None.

### Schedule 4.13

#### Noncompliance with Environmental Requirements

##### Inspection Review Letters:

- PaDEP letter to the Seller regarding 2019 Annual Inspection Report, DEP File No. D54-004, Ringtown No. 5 Dam, Union Township, Schuylkill County, dated February 13, 2020
- PaDEP letter to the Seller regarding 2019 Annual Inspection Report, DEP File No. D54-095, Ringtown No. 6 Dam, Union Township, Schuylkill County, dated February 13, 2020
- PaDEP letter to the Seller regarding 2019 Annual Inspection Report, DEP File No. D54-007, Raven Run No. 2 Dam, West Mahanoy Township, Schuylkill County, dated February 13, 2020
- PaDEP letter to the Seller regarding 2019 Annual Inspection Report, DEP File No. D54-008, Raven Run No. 3 Dam, West Mahanoy Township, Schuylkill County, dated February 13, 2020

##### Site-Level and Primary Facility-Level Inspections (2016 to present):

Inspection ID	Inspection Date	Inspection Type	Inspection Results
3401425	8/2/2022	Compliance Evaluation	Violation Noted (see below)

##### DEP Violations (2016 to present):

Inspection ID	Violation ID	Date	Facility	Program	Violation Description	Resolution
3401425	963631	8/2/2022	Shenandoah Boro Filter Plant (243782)	WPC NPDES	NPDES – failure to monitor pollutants as required by the NPDES permit	

## **Schedule 4.14**

### **Authorizations and Permits**

- Public Water Supply Permits
  - Permit No. 3540044
  - Permit No. 5490507
  - Permit No. 5491509
- Water Allocation Permit WA54-44C
- NPDES Permit No. PA0062758
- Raven Run No. 2 PADEP Dam ID No. 54-07, no permit exists
- Raven Run No. 3 PADEP Dam ID No. 54-08, Permit No. 54-08
- Ringtown No. 5 PADEP Dam ID No. 54-04, Permit No. 54-04
- Ringtown No. 6 PADEP Dam ID No. 54-95, Permit No. 54-95
- SRBC Grandfathered Application (filed with SRBC)

## **Schedule 4.15**

### **Contracts/Assigned Contracts**

Assignment and Assumption of Water Tower Lease Agreement dated January 9, 2017 between Cellco Partnership d/b/a Verizon Wireless and the Seller.

## **Schedule 4.18(a)**

### **Title to Acquired Assets**

- Water Revenue Note from MABS to PNC Bank, dated as of September 5, 2018, issued in the original aggregate principal amount of \$6,530,000, with a maturity date of September 1, 2038.
- Pennsylvania Game Commission boundary issue regarding Parcel 30-07-0011
- Rights reserved by the Stephen Girard Estate set forth in that certain Indenture between the Stephen Girard Estate and the Girard Water Company (predecessor in interest to MABS) dated November 1, 1928.

**Schedule 4.18(b)**

**Sufficiency**

None.