

COMMONWEALTH OF PENNSYLVANIA



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January 30, 2023

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

Re: Application of Quentin Water Co. for Approval of the  
Abandonment and Transfer of Water Service to  
Customers in West Cornwall Township, Lebanon  
County, Pennsylvania to West Cornwall Township  
Municipal Authority  
Docket No. A-2022-3035731

Dear Secretary Chiavetta:

Attached for electronic filing please find a Stipulation of Facts entered jointly by Quentin Water Company and the Office of Consumer in support of their Joint Petition for Approval of Settlement of All Issues, which is being filed under separate cover.

Copies of the Joint Stipulation of Facts have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ Erin L. Gannon  
Erin L. Gannon  
Senior Assistant Consumer Advocate  
PA Attorney I.D. # 83487  
EGannon@paoca.org

Enclosures:

cc: The Honorable Darlene D. Heep (**email only**)  
Shalea Delvillar, ALJ's Legal Assistant (**email only**: [sdelvillar@pa.gov](mailto:sdelvillar@pa.gov))  
Certificate of Service

\*340060

CERTIFICATE OF SERVICE

Application of Quentin Water Co. for :  
Approval of the Abandonment and Transfer of :  
Water Service to Customers in West Cornwall : Docket No. A-2022-3035731  
Township, Lebanon County, Pennsylvania to :  
West Cornwall Township Municipal Authority :

I hereby certify that I have this day served a true copy of the following document, Joint Stipulation of Facts, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 30<sup>th</sup> day of January 2023.

**SERVICE BY E-MAIL ONLY**

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*Counsel for Quentin Water Company*

William Matthews  
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*Quentin Water Company*

/s/ Erin L. Gannon  
Erin L. Gannon  
Senior Assistant Consumer Advocate  
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Harrisburg, PA 17101-1923  
Phone: 717-783-5048  
Fax: 717-783-7152  
Dated: January 30, 2023  
\*340062

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Quentin Water Company	:	
for the approval of the Abandonment and	:	
Transfer of Water Services to customers in West	:	Docket No. A-2022-3035731
Cornwall Township, Lebanon County,	:	
Pennsylvania to West Cornwall	:	
Township Authority	:	

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**JOINT STIPULATION OF FACTS**

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TO THE HONORABLE DARLENE D. HEEP, ADMINISTRATIVE LAW JUDGE:

I. INTRODUCTION

Quentin Water Company (QWC or Company) and the Office of Consumer Advocate (OCA) (collectively, the Stipulating Parties), all parties to the above-captioned proceeding, hereby file this Joint Stipulation of Facts (Stipulation).

Concurrent with this Stipulation, the Stipulating Parties are filing a Joint Petition for Settlement (Settlement) that resolves all issues in this proceeding. A background of the case is provided therein. The Settlement was reached after an investigation of QWC's Application, including informal discovery and settlement discussions.

Because of the efforts of the parties to conserve time and resources through settlement without formal litigation, no testimony has been served in this proceeding. In lieu of moving to admit testimony into the record, the Stipulating Parties have executed the Stipulation set forth herein. Supporting verifications are provided as Attachments 1 and 2 to the Stipulation.

## II. ATTACHMENTS TO STIPULATION OF FACTS

Exhibit A	Proposed Order Granting Joint Stipulation of Facts
Appendix A	Agreement w/Scenic Ridge Developer
Appendix B	Executed Asset Purchase Agreement
Appendix C	West Cornwall Township Resolution 2022-8-24
Appendix D	QWC Current Tariff
Appendix E	QWC Notice to Customers (including Affidavit)
Attachment 1	Supporting Verification of William Matthews, President of Quentin Water Co.
Attachment 2	Supporting Verification of Jeffery Steckbeck, Manager of WCTMA

## III. STIPULATION OF FACTS

### Filings

1. The Stipulating Parties hereby stipulate to the admission of these filings:
  - a. QWC's Application for Approval of Abandonment & Transfer of Water Service to Customers in West Cornwall Township, Lebanon County, PA, filed on or about September 29, 2022.
  - b. OCA's Protest, filed October 31, 2022.
  - c. QWC's Response to Protest of the Office of Consumer Advocate, filed November 7, 2022.
  - d. First Joint Status Report, filed December 21, 2022.
  - e. Second Joint Status Report, filed January 20, 2023.

Availability and Adequacy of Alternate Service

*Operations/DEP Compliance*

2. QWC is operated by two part-time operators, David Bradley and William White. Both operators are certified and will continue to be certified. They will continue to serve in the same capacity, upon the transfer to the water service to WCTMA.

3. The services currently provided by QWC’s bookkeeper will be taken over by David Bradley, upon the transfer of the ownership to WCTMA.

4. QWC has a part-time meter reader, who will continue to do the same job after acquisition by WCTMA.

5. WCTMA operates a sewage system covering the same geographic area as the Quentin Water Company system. WCTMA provides wastewater service to the Village of Quentin, the Village of Stoberdale, and the Mine Road/Butler Road area of West Cornwall Township. Quentin provides service to a portion of West Cornwall Township, including the Village of Quentin.

6. QWC received no customer complaints in 2020, 2021 and 2022. One complaint, discussed below, was made to the Office of Consumer Advocate.

7. QWC reports the following levels of unaccounted-for-water:

Unaccounted-for-Water	
2017	16.2%
2018	13.1%
2019	34.0%
2020	28.0%
2021	25.9%

The reason for the rise in unaccounted-for water was a leak attributable to the Quentin Riding Club, which had terminated its operation and, upon discovery of the reason for the loss, action was taken to reduce any water loss. It is anticipated that the calculation for unaccounted-for-water in 2022 will be approximately 17%.

8. QWC did not receive any notices of violation from Pa. Department of Environmental Protection (DEP) in 2020, 2021 or 2022.

9. QWC has no Consent Agreements with DEP.

10. WCTMA did not receive any notices of violation from DEP in 2020, 2021 or 2022.

11. WCTMA does not have any Consent Agreements with DEP.

12. Currently, WCTMA does not anticipate making any capital investments or upgrades to the QWC system in the first five years of ownership.

13. WCTMA has seven board members.

*Customer Count/Supply and Demand*

14. QWC's historic and projected customer count is:

Historic		Projected	
2017	283	2023	351
2018	287	2024	401
2019	307	2025	451
2020	338	2026	501
2021	338	2027	551
2022	346	2032	598

15. Two developers have submitted plans with concept sketches for 252 new units total. The pace of those future developments is dependent upon many circumstances but it is anticipated that the growth rate will accelerate for the next five years, with approximately 12 units per year and will continue thereafter at about the same rate of growth. That growth is reflected in the chart above.

16. QWC recently drilled and put a new well into service in December 2020. There are presently three wells in operation. The capacity of each is:

- Well #1: 21,600 gallons per day
- Well #3: 46,800 gallons per day
- Well #4: 46,800 gallons per day
- Total capacity of Wells #1, 3, and 4: 115,200 gallons per day

17. Existing system demand for 2022 is 60,000 gallons per day.

18. It is estimated that in 2033, system demand will be 90,000 to 97,500 gallons per day.

19. Based on the foregoing, QWC estimates that its system has adequate supply to meet the demand of existing customers and projected customers for the next ten years.

20. QWC estimates that the existing water supply will continue to be adequate to meet customer demand for a minimum of 20 years, without further capital investments.

21. If alternative supply were needed, based on QWC's investigation, the system could connect to an alternative source of water (City of Lebanon Authority), which lines run to the adjoining West Cornwall Township.

### *Pressures*

22. In response to a complaint regarding fluctuating and low pressures by a QWC customer living in the Scenic Ridge development, QWC installed a pressure gauge on the tap inside the customer's garage. The initial pressure result was 80 psi. Overnight pressures, which the customer photographed, varied from 30 psi to 64 psi. The 30 psi occurred when a resident was taking a shower.

23. Currently, Scenic Ridge is the only development in West Cornwall Township.

24. At the time that Scenic Ridge was planned, QWC informed the Developer, Gerald Musser, that the water flow was 600 to 800 gallons per minute and the residual pressure was 20 psi.

25. Higher pressures cannot be provided to Scenic Ridge, in part, due to the age of the system.

26. In the Agreement dated February 11, 2015 between QWC and Musser, a copy of which is attached as Appendix A to this Stipulation, it was stated that domestic pressure, even with the construction of a new well (Well #4), would not be any greater than 20 psi. QWC requested that a booster pump be installed in all homes due to the low pressure.

27. QWC has no knowledge whether booster pumps were installed in the homes.

28. Providing water service to the two anticipated developments will not reduce pressures being provided to existing customers, including customers in Scenic Ridge.

### Purchase Price/Financial Information

29. The Asset Purchase Agreement between QWC and WCTMA is attached as Appendix B to this Stipulation.

30. The purchase price is \$1,000,000.

31. As provided in QWC's Annual Report to the Commission, the original cost of utility plant in service was \$988,018 and accumulated depreciation of utility plant was \$61,995, as of December 31, 2021. As such, depreciated original cost as of December 31, 2021 was \$926,023.

32. QWC reported annual net operating revenue of \$31,171 for December 31, 2021. WCTMA anticipates similar operating costs but with the addition of debt service costs, as further discussed below.

33. In May 2022, WCTMA closed on a 20-year, 2.25% interest rate loan from Peoples Security Bank and Trust company for \$1,000,000 to fund the purchase price.

34. As part of the Bank loan, WCTMA incurred closing costs and expenses in the amount of approximately \$21,000 in May 2022. WCTMA will incur semi-annual loan payments of \$31,500 beginning in December 2022, and every six months thereafter.

35. West Cornwall Township enacted a resolution to utilize grant funds to cover WCTMA's closing costs and initial loan payments until the Authority takes ownership of QWC. WCTMA is not required to repay \$50,000 of amounts loaned. For remaining amounts, WCTMA is required to repay within 5-years of acquiring ownership of QWC. A copy of Resolution 2022-8-24 is attached as Appendix C to this Stipulation.

#### Rate Impact/Customer Notice

36. QWC's current tariff took effect on April 1, 2012 and is attached as Appendix D to this Stipulation.

37. WCTMA will not charge existing QWC customers a tapping fee.

38. WCTMA plans to charge the current QWC customer charge of \$11.58 per quarter for 5/8-inch meters and \$5.44 per thousand gallons, plus an additional \$40 per quarter.

39. The additional \$40 per quarter is to cover the annual debt service for the loan (\$63,000) divided over the number of customers (394).

40. WCTMA plans to reduce and eventually eliminate the \$40 per quarter charge.

- a. As additional customers are added, the debt service payment will be spread over more households and reduce the cost per customer.
- b. Currently, the loan is for 20 years but when tapping fees are paid for the connection of new developments, WCTMA plans to apply those fees toward the principal of the loan to reduce the repayment period.
- c. When the loan is paid off, WCTMA will remove the charge from customer bills.
- d. WCTMA recently reduced the quarterly rates charged to wastewater customers in the Mine Road area of its system.

41. On or about November 17, 2022, QWC mailed individual notice of the Application to its customers. The notice specified WCTMA's proposed rates including the impact on a customer using 12,000 gallons of water per quarter. A copy of the notice is attached to this Stipulation as Appendix E.

#### IV. TERMS AND CONDITIONS OF THE STIPULATION

1. This Stipulation is presented by the Stipulating Parties in conjunction with the simultaneously filed Joint Petition for Settlement, which is intended to resolve all issues in this proceeding. If the Commission rejects or otherwise modifies the Settlement, the Stipulating Parties reserve their respective rights to object to the admission of the Stipulation, submit additional testimony and exhibits, and cross-examine witnesses at evidentiary hearings.

2. This Stipulation is being presented, in conjunction with the Settlement, only to resolve issues in the above-captioned proceeding. Regardless of whether this Stipulation is approved, no adverse inference shall be drawn, nor shall prejudice result to any Stipulating Party, in this or any future proceeding, as a consequence of this Stipulation or any of its terms or conditions.

3. Attached hereto as Exhibit A is a proposed “Order Granting Joint Stipulation of Facts” for consideration by the Presiding Officer.

**WHEREFORE**, the Stipulating Parties, by their respective counsel, respectfully request that the Honorable Administrative Law Judge admit the foregoing Joint Stipulation of Facts into the record in this proceeding on the terms and conditions set forth in the Stipulation.

Respectfully Submitted,




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George E. Christianson  
PA Attorney I.D. # 06310  
georgec@christiansonmeyer.com

Counsel for:  
Quentin Water Company

Christianson Meyer  
411 Chestnut Street  
Lebanon, PA 17042  
717-273-1651



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Erin L. Gannon  
Senior Assistant Consumer Advocate  
PA Attorney I.D. # 83487  
EGannon@paoca.org

Counsel for:  
Patrick M. Cicero  
Consumer Advocate

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923  
717-783-5048

DATED: January 30, 2023

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Quentin Water Company	:	A-2022-3035731
for the approval of the Abandonment and	:	
Transfer of Water Services to customers in West	:	
Cornwall Township, Lebanon County,	:	
Pennsylvania to West Cornwall	:	
Township Authority	:	

**ORDER GRANTING JOINT STIPULATION OF FACTS**

On January 30, 2023, Quentin Water Company (QWC or Company) and the Office of Consumer Advocate (OCA) (collectively, the Stipulating Parties), all parties to the above-captioned proceeding, filed a Joint Stipulation of Facts (Stipulation). Each of the Stipulating Parties stipulated to the veracity and authenticity of the facts set forth in the Stipulation and requested that the Stipulation, with accompanying Appendices and supporting verifications, be admitted into the record of this proceeding on the terms and conditions set forth in the Stipulation. The Stipulation is attached to this Order.

As the request of the Stipulating Parties is reasonable, the request will be granted.

THEREFORE, IT IS ORDERED:

1. That the Stipulation, including Appendices A through E and supporting verifications, filed on January 30, 2023, is admitted into the record of this proceeding on the terms and conditions set forth in the Stipulation.

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

\_\_\_\_\_  
 Darlene D. Heep  
 Administrative Law Judge

Appendix A  
Agreement w/Scenic Ridge Developer

## WATER LINE EXTENSION AGREEMENT

This Agreement made and entered into this 11 day of February, 2015, by and between QUENTIN WATER COMPANY, INC., hereinafter known as "COMPANY" and S. GERALD MUSSER, hereinafter known as "MUSSER".

WHEREAS, MUSSER is desirous of extending an 8-inch water line from the COMPANY'S existing water distribution lines located on Main Street and Zinn's Mill Road in order to serve a development of 76 homes which MUSSER is anticipating developing on the property shown on Exhibit "A"; and

WHEREAS, MUSSER understands that there are presently 280 customers of the COMPANY and the increase would approximate a 25% increase in the number of customers served; and

WHEREAS, the wells at the present time are not sufficient to provide water to the entire system and another well would be reasonably necessary in order to supply the additional units requested by MUSSER; and

WHEREAS, the present water flow and pressure are approximately 600 to 800 gallons per minute with a residual pressure of 20 psi and MUSSER understands that domestic pressure even with the construction of the new well will not be any greater than the above-stated amount; and

WHEREAS, COMPANY requests booster pumps be installed in all homes due to low pressure; and

WHEREAS, the COMPANY is willing under the terms, conditions and understanding herein set forth to permit the attachment of said extension to the existing water distribution system of the COMPANY.

WHEREAS, the COMPANY is only capable of providing service to MUSSER for 25 homes until the new well is completed; and

WHEREAS, prior to providing services to the remaining 51 MUSSER homes, the new well must be installed; and

WHEREAS, prior to the expenditure of capital improvements, COMPANY must secure funding from MUSSER and from a loan from a lending institution; and,

WHEREAS, COMPANY is willing to proceed with the processing of the loan necessary to install the Well.

NOW, THEREFORE, it is agreed, as follows:

1. Within 5 days of the final approval of the Subdivision Plan and, in no event, later than 6 months from the date hereof, MUSSER will place in an escrow account the sum of \$95,000.00 representing payments for 25 hookups within the Development at \$3,800.00 a piece, which funds shall be held in Escrow by Fulton Bank for disbursements to the COMPANY for the installation of a Well. If payment is not made in accordance with this Agreement, this Agreement shall become null and void.
2. Upon receipt of the funds in Escrow, COMPANY will process the Application with Fulton Bank for a loan for the balance of funds necessary for the construction of the Well.
3. Upon securing the Escrow Account and loan, COMPANY will, upon approval from DEP install a Well to provide water for the Development of MUSSER, as well as, for the balance of the system.
4. Upon receipt of approval from DEP, COMPANY will proceed with the construction of the Well.
5. MUSSER will extend a water main from Main Street and Zinn's Mill Road to serve his Development containing 76 building lots and, thereafter, will deed to the COMPANY, his entire right, title and interest in the extension lines and that upon completion of the same, COMPANY is willing to permit the attachment of said extension to the existing water distribution system. Upon dedication of the streets within the Development in which the water lines are installed and acceptance of those streets by the Township, MUSSER will dedicate the lines to COMPANY and COMPANY will accept said lines for dedication.
6. MUSSER will do the installation in Phase 1 of the 8-inch water line, as shown on the attached Plan, and the same shall be looped through the Development between Zinn's Mill Road and Main Street.
7. MUSSER shall install the extension including all pipes, valves, valve boxes, connections, hydrants, appurtenances and all associated state and local permits and inspection fees by MUSSER and at MUSSER'S expense. The same shall be constructed in accordance with specifications as approved by the COMPANY. Upon completion of the extension, COMPANY will inspect the installation and upon approval of the same, will grant unto MUSSER water services when accepted by COMPANY.

8. Upon completion of the extension, right, title and interest in the extension shall be then conveyed unto the COMPANY and will be accepted by the COMPANY upon proof that all contractors, subcontractors, material suppliers and permit fees have been paid in full and all site work, if any, related to PennDOT has been approved. Upon dedication of the streets within the Development in which the water lines are installed and acceptance of those streets by the Township, MUSSER will dedicate the lines to COMPANY and COMPANY will accept said lines for dedication.

9. COMPANY shall operate the extension as part of their water distribution system and furnish water to MUSSER'S Development with such pressure and volume as may be available to the COMPANY.

10. Upon acceptance of the lines by the COMPANY, the COMPANY will provide service for 25 of MUSSER's homes.

11. Upon completion of the well, MUSSER shall have the opportunity to install and connect 25 more homes to the COMPANY's system and shall be responsible for the installation of all pipes, valves, valve boxes, connections, hydrants, appurtenances and all associated state and local permits and inspection fees by MUSSER and at MUSSER'S expense. The connection fee for each additional home shall be calculated at \$3,800.00 per home plus \$150.00 per year for every year after 2014. All 25 connections must be paid for at one time and the option must be exercised within three years of the original option. In the event the option is not exercised, the same will automatically extinguish.

12. MUSSER shall have the opportunity to install and connect an additional 26 more homes to the COMPANY's system and shall be responsible for the installation of all pipes, valves, valve boxes, connections, hydrants, appurtenances and all associated state and local permits and inspection fees by MUSSER and at MUSSER'S expense. The connection fee for each additional home shall be calculated at \$3,800.00 per home plus \$150.00 per year for every year after 2014. All 26 connections must be paid for at one time and the option must be exercised within two years of the option granted in Paragraph 11. In the event the option is not exercised, the same will automatically extinguish.

13. MUSSER shall be responsible for expenses incurred by the COMPANY in regard to this Agreement including all attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

ATTEST:

QUENTIN WATER COMPANY, INC.

\_\_\_\_\_

By: William R. Matthews

WITNESS:

Michael J. Foye

S. Gerald Musser (SEAL)  
S. GERALD MUSSER

Appendix B  
Executed Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

By and Among

Quentin Water Company  
As Seller

and

West Cornwall Township  
Municipal Authority  
As Buyer

and

West Cornwall Township

Dated as of September 6, 2022

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of 16 Sept 2012 (the “**Effective Date**”), is made and entered into by and among Quentin Water Company, a Pennsylvania corporation (the “**Seller**”), the West Cornwall Township Municipal Authority, Lebanon County, Pennsylvania, a body corporate and politic, duly organized under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601 *et seq.*, (the “**Buyer**”), and West Cornwall Township, Lebanon County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania organized under the Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69 (Reenacted and amended Nov. 9, 1995, P.L. 350, No. 60) (the “**Township**”).

### WITNESSETH:

**WHEREAS**, Seller is a regulated public utility and corporation which owns and operates a public water system (the “**System**”) that furnishes water service to the public in West Cornwall Township; and

**WHEREAS**, Buyer is a body corporate and politic, duly organized under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601 *et seq.*, which operates in accordance therewith in West Cornwall Township; and

**WHEREAS**, Buyer, in reliance upon the representations, warranties and covenants of Seller herein, desires to purchase and acquire from Seller, and Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements herein contained, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound, the Parties hereto agree as follows:

### ARTICLE I.

#### DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified therein), shall have the meanings set forth in this Article I:

**“Acquired Assets”** has the meaning specified in Section 2.01.

**“Affiliate”** means, when used to indicate a relationship with a specified Person, a Person that, directly or indirectly, through one or more intermediaries, has a 10% or more voting or economic interest in such specified Person or controls, is controlled by, or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

**“Agreement”** has the meaning ascribed thereto in the recitals to this Agreement (and includes all Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

**“Assigned Contracts”** has the meaning specified in Section 2.01(c).

**“Assignment and Assumption Agreement”** has the meaning specified in Section 12.02(c).

**“Assumed Liabilities”** has the meaning specified in Section 2.04(a).

**“Authorizations and Permits”** means all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, permits and authorizations issued under any Laws governing protection of the Environment, operating permits, and approvals that are held by Seller that primarily relate directly or indirectly to the operation of the System.

**“Board”** means the Board of the West Cornwall Township Municipal Authority.

**“Business Day”** means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

**“Buyer”** has the meaning specified in the Preamble of this Agreement.

**“Buyer Indemnified Persons”** has the meaning specified in Section 7.02.

**“CERCLA”** means the Comprehensive Environmental Response Compensation and

Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended.

**“Closing”** means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated hereby, all in accordance with the terms and conditions of this Agreement and as provided for in Article XII.

**“Closing Date”** has the meaning specified in Section 12.01.

**“Closing Effective Time”** has the meaning specified in Section 12.01.

**“COBRA”** means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, Sections 2201 through 2208 of the Public Health Service Act and Part 6 of Subtitle B of the Employee Retirement Income Security Act of 1974, as amended.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Confidential Information”** means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate is (a) generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) obtained by the receiving Party from a source other than the disclosing Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) legally in the public domain.

**“Easements”** means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for the operation of the System located on and over the real property of third parties.

**“Effective Date”** has the meaning specified in the Preamble.

**“Environment”** means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

**“Environmental Claims”** means all notices of investigations, warnings, notice letters, notices of violations, liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third-party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

**“Environmental Conditions”** means the Release of Regulated Materials or the presence of Regulated Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Regulated Materials in locations and at concentrations that are naturally occurring.

**“Environmental Liabilities”** means any legal obligation or liability arising under

Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Regulated Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Regulated Materials; and (g) the presence or Release of any Regulated Materials.

**“Environmental Requirements”** mean all present Laws (including common law), rules, regulations, legally binding or otherwise enforceable requirements and any Authorizations and Permits relating to human health, pollution, or protection of the Environment, including (i) those relating to emissions, discharges, Releases, or threatened Releases of Regulated Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Regulated Materials, (iii) the regulations promulgated pursuant to the above-listed federal statutes, and (iv) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority.

**“EPA”** means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

**“Equipment and Machinery”** means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and sellers of any such item (to the extent assignable), and (iii) any related claims, credits, and rights of recovery with respect thereto. Notwithstanding the foregoing, “Equipment and Machinery” shall not include any Excluded Assets.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“Excluded Assets”** has the meaning specified in Section 2.02.

**“Excluded Liability”** or **“Excluded Liabilities”** means all liabilities other than the Assumed Liabilities.

**“Files and Records”** means all files and records of Seller primarily relating to the System, whether in hard copy, digital or magnetic or other format including data, geographic system data, customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions,

drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records relating to Transferred Personnel, and whether stored on-site or off-site.

**“Final Order”** means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for reconsideration or rehearing of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority’s action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

**“Governmental Approval”** means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority that is required for Closing or otherwise for compliance with the law.

**“Governmental Authority”** or **“Governmental Authorities”** means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Municipality Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP, the Lebanon County Conservation District, and the Board.

**“Indemnified Party”** means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VII.

**“Indemnifying Party”** means a Party which is obligated to indemnify Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, pursuant to Article VII.

**“Law”** means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, consent agreement, settlement agreement, or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

**“Liability Cap”** has the meaning specified in Section 7.05(c).

**“Lien”** means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a “Lien” must be filed of record by the responsible Party in accordance with the terms of this Agreement.

**“Loss”** means any and all losses, liabilities, obligations, damages, penalties, interest,

Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys', consultants' and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party's rights under Article VII; *provided, however*, that "Losses" shall not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third-Party Claim.

**"Material Adverse Effect"** means any event, occurrence, change, circumstance, fact, or condition that has either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse impact on (a) the System, Acquired Assets, Assumed Liabilities, or properties or condition (financial or otherwise) of the System, or (b) the ability of Seller to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement. *provided, however*, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which Buyer has actual knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of Seller or Buyer or their Representatives.

**"Outside Date"** means 365 days after the date of the application for abandonment to the PaPUC is accepted as complete by the PaPUC.

**"Outstanding Indebtedness"** means the outstanding indebtedness of Seller.

**"Nonassignable Asset"** has the meaning specified in Section 2.07(a).

**"Nonassignable Authorization or Permit"** has the meaning specified in Section 2.06(a).

**"Operational Arrangement"** has the meaning specified in Section 2.06(b).

**"PaDEP"** means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

**"PaPUC"** means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

**"Party"** means Buyer or Seller and the term "Parties" means collectively Buyer and

Seller.

**“Permitted Liens”** means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property; (c) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (d) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law; and (e) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

**“Person”** means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

**“Personnel”** means the employees of the Seller.

**“Purchase Price”** has the meaning specified in Section 3.01.

**“Real Property”** means all real property that Seller owns in fee and uses or holds for use in the operation of the System.

**“Regulated Materials”** means any material regulated under any Environmental Requirement, including solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission that is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is defined and regulated by applicable Environmental Requirements or which is classified as hazardous or toxic under applicable Environmental Requirements (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, and urea formaldehyde foam insulation).

**“Regulated Asbestos Containing Material”** means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

**“Release”** means any actual spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Regulated Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Regulated Materials.

**“Remedial Action”** means any and all actions to (a) investigate, characterize, clean up, remediate, remove, treat, contain or in any other way address any Regulated Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Regulated Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care, and (d) mitigate impacts to wetlands, surface water bodies,

and/or environmentally sensitive areas. The term “Remedial Action” includes any action which constitutes (i) a “removal”, “remedial action” or “response” as defined by Section 101 of CERCLA, 42 U.S.C. §§9601(23), (24), and (25); (ii) a “corrective action” as defined in RCRA, 42 U.S.C. § 6901 *et seq.*; or a “response” or “interim response” as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

“**Representative**” means, with respect to any Person, any director, officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“**Schedules**” means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 8.03 and 9.04. Any disclosure set forth on any particular Schedule shall be deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is reasonably apparent.

“**Seller**” has the meaning specified in the Preamble of this Agreement.

“**Seller Indemnified Persons**” has the meaning specified in Section 7.03.

“**Supplies**” means all lubricants, fuel, chemicals, raw materials, and other supplies, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

“**System**” has the meaning specified in the recitals to this Agreement and shall include the Acquired Assets and exclude the Excluded Assets.

“**Taxes**” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, permit transfer and/or assignment fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“**Tax Return**” means any return, report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with or submitted to any Governmental Authority in connection with the determination, assessment, collection or payment of Taxes.

“**Threshold Amount**” has the meaning specified in Section 7.05(a).

“**Third-Party Claim**” has the meaning specified in Section 7.04(a).

“**Township**” has the meaning specified in the Preamble of this Agreement.

“**Transfer Taxes**” has the meaning specified in Section 3.02.

“**Transferred Personnel**” has the meaning specified in Section 6.03(d).

“**Unscheduled Real Property**” has the meaning specified in Section 6.11.

## ARTICLE II.

### TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

**Section 2.01 Purchase and Sale of Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from Seller and Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, 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, 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), 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, easements, property rights and privileges owned, held, licensed or leased by Seller and used in the operation of the System, including the Real Property, leases, licenses and other arrangements by or between Seller and third Persons with respect to the Real Property or other Acquired Assets and fixtures;

(b) all water related supply facilities, including wells, tanks, pumps, and treatment systems, and meters as well as conveyance or distribution facilities, including but not limited to: (i) Seller’s pipes, hydrants, and service lines; and (ii) Seller’s billing and collections related assets necessary to run the System;

(c) all contracts, licenses, agreements, orders and leases identified as contracts to be assigned (the “**Assigned Contracts**”);

(d) all Supplies;

(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 Seller (to the extent transferrable to Buyer under applicable Law);

(i) any accounts receivable to the extent attributable to services or products to be sold, delivered or provided from and after the Closing; and

(j) all goodwill of the System.

**Section 2.02 Excluded Assets.** Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the “**Excluded Assets**”):

(a) all contracts, licenses and leases that are not Assigned Contracts;

(b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related files or records;

(c) cash and cash equivalents, including accounts receivable and existing financial security guaranteeing installation of public improvements (including water facilities);

(d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;

(e) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;

(f) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;

(g) all right, title and interest in and to any facilities, rights of way or real property interests granted or conveyed to Seller that do not relate to the System; and

(h) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule.

**Section 2.03 Sale Free of Liens.** After Buyer fulfills its obligations pursuant to Section 3.01(a) and Article IX, the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens. Such Acquired Assets shall be conveyed by appropriate special warranty or other deed, bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion.

**Section 2.04 Assumption of Liabilities.**

(a) On the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of Seller arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following:

- (i) all liabilities and obligations arising on or after the Closing under Seller's Authorizations and Permits;
- (ii) all liabilities and obligations under the Assigned Contracts arising on or after the Closing;
- (iii) all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Personnel arising on or after the Closing;
- (iv) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur or conditions that exist on or after the Closing;
- (v) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities for any tax liabilities attributable to the period after the Closing Date;
- (vi) all liabilities and obligations under the Consent Order arising on or after the Closing, and;
- (vii) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing, (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "**Assumed Liabilities**").

(b) At the Closing, to the extent Seller is not released therefrom, Seller shall be indemnified against its obligations under the Assumed Liabilities in accordance with Section 7.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

**Section 2.05 Further Assurances.** At any time and from time to time after the Closing Date, Seller shall, upon the request of Buyer, and Buyer shall, upon the request of Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance,

transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the System as provided herein, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

**Section 2.06 Certain Transfers; Assignment of Authorizations and Permits.**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Authorization or Permit would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Authorization or Permit, a “**Nonassignable Authorization or Permit**”). Following the Closing, Seller and Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Authorization or Permit to Buyer and in no event will Buyer be required to pay any additional consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Authorization or Permit to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half by Buyer and one-half by Seller.

(b) Until such time as a Nonassignable Authorization or Permit is transferred to Buyer pursuant to this Article II, Buyer and Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as co-permitting, subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Authorization or Permit at the Closing and the performance by Buyer of its obligations with respect thereto (“**Operational Arrangement**” or “**Operational Arrangements**”), and so long as Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Authorization or Permit, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable Authorization or Permit that constitutes a Nonassignable Authorization or Permit, as co-permittee, designee, agent, contractor, subcontractor, or operator for Seller, pay, perform and discharge the Liabilities and obligations of Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Authorization or Permit had been assigned to Buyer at Closing. To the extent permitted under applicable Law, Seller shall, at

Seller's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Authorization or Permit and all income, proceeds and other monies received by Seller with respect to such Nonassignable Asset, Authorization or Permit in connection with any Operational Arrangement under this Article II. For purposes of Article X and Article XI herein, the establishment of an Operational Arrangement on or prior to the Closing Date between the Parties under this Section 2.06(b) regarding any Authorization or Permit shall, to the extent applicable, satisfy the conditions set forth in Sections 10.01(b) and 11.01(c) with respect to such Authorization or Permit.

(c) If, following the Effective Date and prior to the Closing, Buyer identifies any authorization or permit to which Seller is a party which has not been identified on as an Authorization or Permit as of the date hereof, and Buyer reasonably determines such authorization or permit is necessary to the operation of the System, Buyer shall give notice of such determination to Seller and Seller shall, promptly following receipt of such notice, deliver to Buyer updated documentation identifying such authorization or permit, and such authorization or permit shall thereafter constitute and be deemed an Authorization or Permit for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any authorization or permit to which Seller was a party as of the Closing and which (i) was not set forth on or properly identified (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such authorization or permit to Buyer for no additional consideration, and upon such assignment, such authorization or permit shall be deemed an Authorization or Permit for all purposes hereunder.

#### **Section 2.07 Certain Transfers; Assignment of Contracts.**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.07(a) and Section 2.07(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, Seller and Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer. Once such consent, authorization, approval, waiver, release,

substitution or amendment is obtained, Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half by Buyer and one-half by Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for Seller, pay, perform and discharge the Liabilities and obligations of Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, Seller shall, at Seller's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and prior to the Closing, Buyer identifies any contract to which Seller is a party which is not identified as an Assigned Contract as of the Effective Date, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to Seller and Seller shall, promptly following receipt of such notice, deliver to Buyer updated documentation identifying such contract, and such contract shall thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on or properly identified on any documentation (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

**ARTICLE III.**  
**PURCHASE PRICE**

**Section 3.01 Purchase Price; Agreement Proposal Security.**

(a) **Purchase Price for the Assets.** Subject to the terms and conditions of this Agreement, the purchase price (“**Purchase Price**”) for the Acquired Assets shall be \$1,000,000. The Purchase Price shall be payable on the date of Closing.

(b) **Valuation of Water System.** Buyer and Seller agree that each party has had the opportunity to obtain an independent valuation of the Acquired Assets and have completed such valuations prior to the Effective Date of this Agreement. The Parties further agree that no further fair market valuation is required, subject to the conditions set forth in Section 3.01(d) of this Agreement.

(c) **Use of Fair Market Valuation Process.** Should the PaPUC so require, Buyer and Seller shall use commercially reasonable efforts to invoke, commence and complete the fair market valuation process set forth in Section 1329 of the Public Utility Code, 66 Pa. C.S. §1329. Without limiting the generality of the foregoing, Buyer and Seller shall each engage a utility valuation expert from the list of such experts maintained by the PaPUC and shall jointly utilize Jon Beers of the City of Lebanon Authority for the purposes set forth in Section 1329(a)(4) of the Public Utility Code, 66 Pa. C.S. §1329(a)(4). All costs and expenses associated with Mr. Beers’ services shall be shared equally between Buyer and Seller. Seller agrees to prosecute an application for approval of the transaction contemplated by this Agreement in accordance with Section 6.06 and Section 10.03.

(d) **Fair Consideration.** The Parties acknowledge and agree that the Purchase Price provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which was agreed upon as the result of a good faith process involving the Parties and their respective Representatives.

- (i) If a fair market valuation is required by the PaPUC in accordance with Section 3.01(d) of this Agreement, and the fair market valuation exceeds the Purchase Price set forth in Section 3.01(a) herein, the parties agree that the Purchase Price shall remain as stated in Section 3.01(a), unless such Purchase Price would cause the PaPUC to disapprove the transaction.
- (ii) If the PaPUC disapproves the transaction for the Purchase Price as set forth herein, Buyer may terminate this Agreement without purchasing the Acquired Assets and with no further obligation to Seller.

**Section 3.02 Transfer Taxes.** Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale,

transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, “**Transfer Taxes**”), shall be split equally by Buyer and Seller. The terms hereof shall survive Closing.

#### ARTICLE IV.

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes only the representations and warranties that are set forth in this Article IV related to the Seller.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller, as applicable represents and warrants, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

**Section 4.01 Organization.** Seller is a duly organized Pennsylvania corporation subject to regulation by the Pennsylvania Public Utilities Commission, validly existing and in good standing under the laws of the state of its organization.

**Section 4.02 Power and Authority.** Seller has the power and authority to enter into this Agreement and, subject to Governmental Approvals, to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

**Section 4.03 Enforceability.** This Agreement has been duly authorized, executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

**Section 4.04 No Conflict or Violation.** The execution and delivery of this Agreement by Seller, the consummation of the transactions contemplated hereby and the performance by Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Seller under (i) any applicable Law, (ii) any agreement, instrument or document to which Seller is a party or by which it is bound, or (iii) the articles, bylaws or governing documents of Seller.

**Section 4.05 Consents and Approvals.** Except as set forth in this Agreement and any exhibits hereto or as would not have a Material Adverse Effect, there are no consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of its

obligations hereunder.

**Section 4.06 Undisclosed Liabilities.** Except as set forth in this Agreement and any exhibits hereto, there are no material liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Acquired Assets that would be required to be set forth on a balance sheet prepared under applicable accounting principles, other than liabilities incurred in the ordinary course. All of the Outstanding Indebtedness, if any, is set forth on an exhibit hereto and can be repaid or defeased by Seller and any security interests granted by Seller to secure its obligations pursuant thereto can be extinguished or terminated at or prior to the Closing pursuant to the contractual terms applicable to such Outstanding Indebtedness.

**Section 4.07 Absence of Certain Changes or Events.** Seller warrants that since December 31, 2021, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since the date of this Agreement in the ordinary course.

**Section 4.08 Tax Matters.** Except as set forth in this Agreement or an exhibit hereto, (i) Seller has filed all Tax Returns that were required to be filed on or before the Closing Date and timely paid all Taxes that may have been or may be due and payable by Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date; (ii) no Governmental Authority has asserted any claim against Seller for the assessment of any additional liability for Taxes or initiated any action or proceeding which could result in such an assertion; and (iii) Seller has made all withholding of Taxes required to be made under all applicable Laws and regulations, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Governmental Authority. This section does not apply to any Tax matter related to a compensation arrangement that is addressed separately in Section 4.11.

**Section 4.09 Real Property and Easements.** Seller represents that all the Real Property and Easements that are necessary to operate the System shall be conveyed to Buyer. There are no pending condemnation proceedings relating to any of the Real Property and Easements, and, to the Knowledge of Seller, Seller has not received any written threats of any condemnation proceedings. To Seller's Knowledge, Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property and Easements that have not been cured in all material respects. Buyer acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement (i) this Section 4.09 contains all of the representations and warranties of Seller to Buyer with respect to the Real Property and Easements, and no other representation or warranty set forth in this Agreement with respect to the Acquired Assets is intended to apply to the Real Property and Easements, and (ii) any rights or interests not relating or applicable to the System shall not be construed or deemed to be part of the Real Property or Easements.

**Section 4.10 Equipment and Machinery.** All material Equipment and Machinery included in the Acquired Assets is set forth and otherwise described in this Agreement or an exhibit hereto. Seller affirms that it has good title, free and clear of all Liens (other than the Permitted Liens and Liens which are released on or prior to Closing) to the Equipment and

Machinery owned by Seller.

**Section 4.11 Employee-Related Obligations.**

(a) A true and complete list of all Seller's obligations with respect to Personnel, including amounts owed to current or past employees for severance, unpaid and unused vacation pay or sick leave, or similar obligations shall be provided to Buyer. All such obligations are in full force and effect and are in material compliance both as to form and operation, with applicable provisions of any applicable Laws. To Seller's Knowledge, no event has occurred which has resulted or is likely to result in the imposition of any liability on the Seller under any applicable Law with respect to any obligations with respect to Personnel;

(b) Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any medical, health, life or other welfare plan or benefits for present or future terminated or retired Personnel or their spouses or dependents, other than as required by COBRA, or any comparable state law, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such post-termination welfare benefits;

(c) Seller is and has been in material compliance with the requirements of COBRA; and

(d) Seller has not entered into any severance or similar arrangement with respect to any present or former Personnel that will result in any obligation (absolute or contingent) of Buyer to make any payment to any present or former Personnel following termination of employment, including the termination of employment effected by the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not trigger any severance or other obligation of Seller for which Buyer shall have any liability.

**Section 4.12 Personnel; Labor Matters.**

(a) Seller shall provide to Buyer documentation of all commitments, contracts, agreements, arrangements or understandings (whether written, oral, formal or informal) with Personnel relating to the System including the identification of the parties thereto and the expiration dates.

(b) It shall be solely the Seller's obligation to pay, or cause to be paid, the Personnel for accrued but unused and unpaid vacation and sick leave awarded or earned during the Personnel's period of employment with Seller at a time either appropriately negotiated or on terms set forth in any contract or agreement and/or as required under by applicable Law.

**Section 4.13 Environmental Compliance.** Except as could not be expected to have a Material Adverse Effect, Seller represents:

(a) The System as currently operated by Seller and all operations and activities conducted by Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) Seller has generated, used, handled, treated, stored and disposed of all Regulated Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Seller has not received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the Knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) Regulated Materials are not present at, in, or on the System or Acquired Assets, there has been no Release of Regulated Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Regulated Material on or off the Acquired Assets or a violation of any Environmental Requirement.

(f) There are no operational underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, removed, filled, and/or abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) Seller has delivered to Buyer (i) all material environmental site assessments or reasonable and accurate summaries thereof pertaining to the System, (ii) the written reports of all material compliance audits or compliance assurance reviews prepared within the previous five (5) years or reasonable and accurate summaries thereof relating to compliance with Environmental Requirements by the System, and (iii) reasonable and accurate summaries of, or all material documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of Seller.

**Section 4.14 Authorizations and Permits.** Seller represents that it shall provide documentation to Buyer which lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (ii) Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) Seller is in compliance in all material respects with all terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect and no proceeding is pending or, to the Knowledge of Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

#### **Section 4.15 System Contracts.**

(a) Seller shall provide to Buyer a complete and accurate list of all the contracts related to the System.

(b) Seller has made available to Buyer true and complete copies of the Assigned Contracts.

(c) Seller further represents that, to its Knowledge, all of the Assigned Contracts are in full force and effect. Seller has not, nor to the Knowledge of Seller has any other party thereto, materially breached any material provision of or materially defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause Seller, or to the Knowledge of Seller, any other party, to be in material default under the terms of any Assigned Contract.

#### **Section 4.16 Compliance with Law; Litigation.**

(a) Except as disclosed to Buyer in writing or as could not reasonably be expected to result in a Material Adverse Effect to the Knowledge of Seller, Seller has operated and is operating the System in compliance, in all material respects, with all applicable Laws, Authorizations and Permits and is not in breach of any applicable Law, Authorization or Permit. Except as could not reasonably be expected to result in a Material Adverse Effect, when considered singularly or collectively, there are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits disclosed in writing to Buyer.

(b) Except as disclosed to Buyer prior to the Effective Date, there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any Environmental Claims or enforcement actions by any Governmental Authority that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened Environmental Claims or enforcement actions by any Governmental Authority against Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Seller, threatened against Seller prior to or at the Closing Effective Time that could reasonably be expected to have a Material Adverse Effect. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Seller, threatened against Seller which could reasonably be expected to materially and adversely affect the validity or enforceability of this Agreement.

**Section 4.17 Broker's and Finder's Fees.** Seller represents that no broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial, legal, and technical

advisors.

**Section 4.18 Title to the Acquired Assets; Sufficiency.**

(a) Seller has good and marketable title to, valid leasehold interest in or valid licenses to use, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or prior to Closing. Except for the Excluded Assets (as disclosed in Section 2.02), the Permitted Liens and any Liens that will be fully and unconditionally released at or prior to Closing, the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller. Except for the Excluded Assets (as disclosed in Section 2.02), the Permitted Liens and any Liens that will be fully and unconditionally released at or prior to Closing, the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller.

**ARTICLE V.**

**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes only the representations and warranties which are set forth in this Article V.

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

**Section 5.01 Organization.** Buyer is a body corporate and politic, duly organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§ 5601 *et seq.*

**Section 5.02 Authorization and Validity of Agreement.** Buyer has (i) duly adopted the Authorizing Ordinance or Resolution authorizing the transactions contemplated herein, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance of its respective obligations contained in this Agreement. Buyer has all requisite power and authority to own, lease and operate the Acquired Assets and the System and has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

**Section 5.03 No Conflict or Violation.** The execution and delivery of this Agreement by Buyer, the consummation of the transactions contemplated hereby and the performance by Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any

material obligations of Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of Buyer.

**Section 5.04 Consents and Approvals.** Except as set forth herein, there are no consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

**Section 5.05 Broker's and Finder's Fees.** Buyer represents that no broker, finder or other Person is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

**Section 5.06 Financial Wherewithal.** Buyer represents that upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer will have the financial ability and will have sufficient working capital for its needs and reasonably anticipated needs to operate the System to provide water utility services to residential, commercial, industrial, and municipal customers of the System.

**Section 5.07 Sufficient Funds.** Buyer represents that Buyer will have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable water service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with the provisions of any applicable Law.

**Section 5.08 Independent Decision.** Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose of any Acquired Assets or the System.

**Section 5.09 Scheduled Matters.** Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the

Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

**Section 5.10 Independent Investigation.** Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of Seller expressly contained in Article IV of this Agreement.

**Section 5.11 Litigation.** Buyer is not in breach of any applicable Law that could have a Material Adverse Effect on the operations of the System, Buyer or Buyer's ability, after the Closing, to provide water utility services to residential, commercial, industrial, and municipal customers of the System. Neither Buyer nor any Affiliate of Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which Seller may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Buyer, threatened against Buyer prior to or at the Closing Effective Time, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

## ARTICLE VI.

### OTHER AGREEMENTS

**Section 6.01 Taxes.** Except as provided herein (including Section 3.03), Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing. Notwithstanding the prior sentence, any special assessments on the Real Property incurred on or after the Closing Date, whether or not currently due and payable, shall be paid by Buyer in accordance with their terms.

**Section 6.02 Cooperation on Tax Matters.** Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

#### **Section 6.03 Personnel Matters.**

(a) Subject to applicable Law, Buyer shall, or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Personnel of Seller, subject to Buyer's existing standard hiring policies and procedures applicable to new employees, including but not

limited to, a criminal background check and drug screening. Personnel shall be offered employment only as independent contractors. Prior to employment, Buyer will provide appropriate notification explaining that the rate of pay offered by Buyer to all Personnel. Upon Closing, Buyer shall follow Section 6.03(b)(i) and all applicable labor laws.

(b) The Personnel who accept such employment and commence employment on the Closing Date, shall be referred to in this Agreement as the “**Transferred Personnel.**” Transferred Personnel, if any, shall be independent contractors of Buyer.

(c) This Section 6.03 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 6.03, express or implied, shall confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Section. The Parties acknowledge and agree that the terms set forth in this Section 6.03 shall not create any right in any Transferred Personnel or any other person to bring a third-party cause of action against Buyer or Township.

#### **Section 6.04 Rates.**

(a) Buyer shall complete a rate study and implement water base rates to become effective at Closing (the “**Base Rate**”). Buyer shall additionally implement monthly or quarterly billing for all customers at and after Closing. Buyer shall apply, at and after Closing, its then-existing miscellaneous fees and charges, rules and regulations for water service

(b) Buyer shall have no obligation to fulfill or maintain any agreements or other understandings for the provision of free or otherwise subsidized or discounted services to any party.

**Section 6.05 Buyer Taxpayer.** From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, Buyer will be subject to Taxes arising out of ownership of the Acquired Assets, which shall be paid by Buyer.

**Section 6.06 PaPUC Governmental Approval.** Promptly after the Effective Date, Seller covenants and agrees to timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer.

**Section 6.07 Unscheduled Real Property or Easements.** The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property or Easements that are necessary or essential to the operation of the System and that are not specifically identified in Section 2.02 (the “**Unscheduled Real Property or Easements**”). If the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real Property or Easements, the discovering Party shall give written notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property or Easements in such a manner as to provide Buyer with reasonable assurances that Buyer shall have the right to

use or occupy the Unscheduled Real Property or Easements as it was used by Seller as of the Effective Date.

**Section 6.08 Accounts Receivable.** The Buyer is entitled to all customer billings with respect to sanitary wastewater services for the period on or after the Closing Effective Time and the Seller is entitled to all such billings for the period before the Closing Effective Time.

## ARTICLE VII.

### INDEMNIFICATION

**Section 7.01 Survival.** All representations and warranties of Seller contained in this Agreement or any certificate or other Agreement delivered by Seller hereunder or relating to the subject matter of this Agreement shall survive until twelve (12) months following the Closing Date. All representations and warranties of Buyer contained in this Agreement or any certificate or other agreement delivered by Buyer hereunder or relating to the subject matter of this Agreement shall survive until twelve (12) months following the Closing Date. The covenants, agreements and other obligations of Seller contained in this Agreement or any certificate or other agreement delivered by Seller hereunder or relating to the subject matter of this Agreement shall survive the Closing until twelve (12) months following the Closing Date or for the shorter period explicitly specified therein, (a) except for such other agreements by Seller that explicitly state that they survive for a longer period and (b) except that Buyer may seek specific performance, as its sole and exclusive remedy, for any Acquired Assets not properly conveyed on the Closing Date for a period of five (5) years following the Closing Date. The covenants, agreements and other obligations of Buyer contained in this Agreement or any certificate or other agreement delivered by Buyer hereunder or relating to the subject matter of this Agreement shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof within such shorter period shall survive indefinitely or until the latest date permitted by applicable Law. Additionally, notwithstanding anything to the contrary (i) once the survival period or periods described above have ended, the applicable representation, warranty, covenant or agreement shall terminate and be of no further force or effect and (ii) any claim, demand, or cause of action with respect to any breach of such representation, warranty, covenant or agreement must be made or brought, if at all, within the period or periods described above. No Party shall permit its respective Affiliates or Representatives, and shall additionally cause its respective Affiliates and Representatives not to, make or bring any such claim, demand, or cause of action with respect to any such breach of a representation, warranty, covenant or agreement that may not otherwise be made directly by such Party hereunder.

**Section 7.02 Indemnification by Seller.** Subject to the terms and conditions of this Article VII and applicable Law, Seller agrees to indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the “**Buyer Indemnified Persons**”), from and against any and all Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the

representations and warranties of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller prior to the Closing pursuant to this Agreement; (b) any material breach or material nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller prior to the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

**Section 7.03 Indemnification by Buyer.** Subject to the terms and conditions of this Article VII and applicable Law, Buyer agrees to defend, indemnify and hold harmless Seller and its respective successors and Affiliates and each of their respective employees, officers, directors and agents (the “**Seller Indemnified Persons**”) from and against any and all Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (c) any Assumed Liability, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer’s actions involving Environmental Laws, Regulated Materials or environmental claims on and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System on and after the Closing Date.

**Section 7.04 Indemnification Procedure.**

(a) **Third-Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “**Third-Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third-Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel (which counsel shall be reasonably acceptable to the indemnified Party), so long as (i) the indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third-Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third-Party Claim, *provided*, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the

rights of the Indemnified Party) for all Losses relating to such Third-Party Claim, (ii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently and at its own cost and expense, and (iii) the Third-Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 7.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 7.04(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 7.04(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give prompt written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.04(a), it shall not agree to any settlement without the written consent of the

Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third-Party Claim (a “**Direct Claim**”) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of written notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

#### **Section 7.05 Limitations on Indemnification Obligations.**

(a) Subject to the other limitations contained in this Section 7.05, neither Buyer nor Buyer Indemnified Persons shall be entitled to indemnification pursuant to Section 7.02 unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds 1% of the Purchase Price in the aggregate (the “**Threshold Amount**”), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however,* that the foregoing limitations contained in this Section 7.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Subject to the other limitations contained in this Section 7.05 neither Seller nor Seller Indemnified Persons shall be entitled to indemnification pursuant to Section 7.03(a) unless the aggregate amount of Losses incurred by Seller, City and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer shall then be liable for Losses in excess of the Threshold Amount; *provided, however,* that the foregoing limitations contained in this Section 7.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), Buyer Indemnified Parties shall only be entitled to assert claims under Section 7.02 up to the aggregate amount of 5% of the Purchase Price (the “**Liability Cap**”), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under

Section 7.02.

(d) Payments by an Indemnifying Party pursuant to Section 7.02 or Section 7.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds actually received from a third-party insurer and any indemnity, contribution or other similar payment received from a third-party insurer by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 7.02 or Section 7.03 in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss in accordance with applicable law.

(g) Subject to the provisions of Sections 3.01 and 14.11 and any other provisions for specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, unless such claims are based on fraud, intentional misrepresentation or willful misconduct, shall be pursuant to the indemnification provisions set forth in this Article VII. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, it may have against the other Party hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VII or unless such claims or causes of action allege fraud, intentional misrepresentation or willful misconduct. Nothing in this Section 7.05(g) shall limit any Person’s right to seek and obtain specific performance to which such Person shall be entitled pursuant to this Agreement.

**Section 7.06 Knowledge of Breach.** Except to the extent any facts, circumstances or events are inconsistent with any Seller representation in this Agreement, Seller shall not be liable to Buyer, including under this Article VII, for any Losses based upon or arising out of any facts, circumstances or events if such fact, circumstance or event was made available to Buyer prior to Closing or if Buyer had Knowledge of such fact, circumstance or event, in each case prior to the Closing.

**ARTICLE VIII.**

**PRE-CLOSING COVENANTS OF SELLER**

**Section 8.01 Operation of the System.** Except as otherwise expressly permitted by this Agreement, as required by applicable Law or with the prior written consent of Buyer (which

consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all material respects with all applicable Laws and Authorizations and Permits, and (iii) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with Seller and the System.

**Section 8.02 Negative Covenants of Seller.** Except as otherwise contemplated by this Agreement, beginning on the date of this Agreement and prior to the Closing, Seller shall not without the prior written approval of Buyer, do or agree to do any of the following in connection with Seller's operation of the Acquired Assets:

(a) **Dispositions.** Sell, assign, lease or otherwise transfer or dispose of any Acquired Assets outside of the ordinary course of business;

(b) **Contracts.** Enter into any material Contracts relating to the Acquired Assets or the System or incur any material obligation or liability (contingent or absolute) relating exclusively to the System outside of the ordinary course of business;

(c) **Actions Affecting Licenses, Other Authorizations.** Take any action outside of the ordinary course of business that invalidates or makes unenforceable any material Authorizations and Permits; and

(d) **Encumbrances.** Allow any Lien (other than a Permitted Lien) to be placed on any of the Acquired Assets.

**Section 8.03 Cooperation.** Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

**Section 8.04 Supplements and Updates.** Seller shall promptly deliver to Buyer any supplemental information updating the Schedules or the information set forth in the representations and warranties set forth in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, Seller shall advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein. In such 3-Business Day period, the only remedy available to Buyer based on such supplemental or updated information shall be to terminate the Agreement pursuant to the terms of Section 13.01 and the other terms and provisions of this Agreement, and if not so terminated and the Closing occurs, Seller shall have no liability whatsoever to Buyer based on such supplemental or updated information or the breach or default that had been caused until such supplemental or updated information was provided.

**Section 8.05 Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as provided in Section 6.06 or otherwise expressly provided herein, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. Seller shall use its commercially reasonable efforts to obtain each consent, waiver, authorization or approval of any kind from any Person in connection with the transactions contemplated by this Agreement. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Buyer prior to Closing. In the event a party to the PaPUC proceeding appeals PaPUC approval of the transaction, Buyer and Seller will work in good faith to determine whether to consummate the transaction before the appeal process has concluded. If the parties cannot agree in good faith, the transaction will not consummate until after the appeal process has concluded.

**Section 8.06 Discharge of Debt.** No later than thirty (30) days prior to the Closing Date, the Board shall have approved, subject to and conditioned upon a successful Closing: (i)(A) the discharge of any outstanding debt issued to Seller and payable to any current lender and (ii) the transfer to Buyer or for its benefit of related funds held in any construction fund or account under any indenture(s) being held by Seller or any lender to Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt).

## ARTICLE IX.

### **PRE-CLOSING COVENANTS OF BUYER**

Buyer covenants and agrees to comply with the following provisions:

**Section 9.01 Actions Before the Closing Date.** Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use its best efforts to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

**Section 9.02 Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

**Section 9.03 Cooperation.** Buyer shall reasonably cooperate with Seller and its employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

**Section 9.04 Supplements and Updates.** Buyer shall promptly deliver to Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, Buyer shall advise Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

## ARTICLE X.

### **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions:

#### **Section 10.01 Consents and Approvals.**

(a) Receipt of all required material, non-governmental third-party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement; and

(b) Except as provided in Sections 2.06 and 6.11 herein, receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

**Section 10.02 Representations and Warranties of Buyer.** The representations and warranties made by Buyer in Article V that are (a) not qualified by materiality or Material Adverse Effect shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality or Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

**Section 10.03 PaPUC Governmental Approval.** Consistent with Section 6.06 herein, PaPUC shall have issued a Final Order approving the sale of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller will work in good faith to determine whether to consummate the transaction before the appeal process has concluded. If the parties cannot agree in good faith, the transaction will not consummate until after the appeal process has concluded.

**Section 10.04 No Injunctions.** Neither Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

**Section 10.05 Performance of the Obligations of Buyer.** Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and Seller shall have received a certificate to that effect from Buyer dated the Closing Date.

**Section 10.06 Deliveries by Buyer.** Buyer shall have made delivery to Seller of the documents and items specified in Section 12.03 herein.

**Section 10.07 No Material Adverse Effect.** There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

## ARTICLE XI.

### CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions:

**Section 11.01 Consents and Approvals.**

(a) Receipt of all required material, non-governmental third-party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement; and

(b) Approval, subject to and conditioned upon a successful Closing, by the Board for:  
(i) discharge of any outstanding debt issued to Seller and payable to any current lender and (ii) applying any funds held in any construction fund or account under any indenture(s) being held by Seller or any lender to Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt); and

(c) Except as provided in Sections 2.06 and 6.11 herein, receipt of any required

environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required PaPUC, EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired), provided however, that the inability under Law and/or any Environmental Requirements to transfer one or more Authorizations or Permits and/or any requirement under any Environmental Requirement or Law that Buyer apply for and obtain additional authorizations or permits to continue operation of the System by Buyer shall not constitute conditions precedent to Buyer's obligation to consummate the transactions provided for in this Agreement.

**Section 11.02 Representations and Warranties of Seller.** The representations and warranties made by Seller in Article IV that are (a) not qualified by materiality or Material Adverse Effect shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality or Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and Buyer shall have received a certificate to the effect of the foregoing from a duly authorized officer of Seller dated as of the Closing Date.

**Section 11.03 PaPUC Governmental Approval.** Consistent with Section 6.06 herein, PaPUC shall have issued a Final Order approving the sale of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller will work in good faith to determine whether to consummate the transaction before the appeal process has concluded. If the parties cannot agree in good faith, the transaction will not consummate until after the appeal process has concluded.

**Section 11.04 No Injunctions.** Neither Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

**Section 11.05 No Material Adverse Effect.** From the date this Agreement is executed, there shall not have occurred any event or condition which gives rise or is reasonably expected to give rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

**Section 11.06 Deliveries by Seller.** Seller shall have made delivery to Buyer of the documents and items specified in Section 12.02 herein.

**Section 11.07 Performance of the Obligations of Seller.** Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

**Section 11.08 No Liens.** Seller shall have good and marketable title to the Acquired

Assets, free and clear of all Liens, except Permitted Liens.

## ARTICLE XII.

### CLOSING

**Section 12.01 Closing Date.** The Closing shall take place at a location to be determined by Buyer, at an agreed upon date and time within thirty (30) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the “**Closing Date**”). The Closing shall be effective at 12:01 a.m., Eastern Standard Time, on the Closing Date (the “**Closing Effective Time**”).

**Section 12.02 Deliveries by Seller.** At the Closing, Seller shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

- (a) A Bill of Sale transferring all of the Acquired Assets comprising personal property;
- (b) Possession of the Acquired Assets, including without limitation, the Real Property and the Easements;
- (c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the “**Assignment and Assumption Agreement**”);
- (d) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including Authorizations and Permits issued under any Environmental Requirement), to the extent required hereunder;
- (e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property;
- (f) Certificate of Seller pursuant to Section 11.02 of this Agreement;
- (g) Certificate of Seller pursuant to Section 11.07 of this Agreement;
- (h) Evidence of PaPUC approval as provided in Section 10.03; and
- (i) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

**Section 12.03 Deliveries by Buyer.** At the Closing, Buyer shall have delivered or caused

to be delivered to Seller the following agreements, documents and other items:

- (a) Payment of the Purchase Price as set forth in Section 3.01 of this Agreement;
- (b) A duly executed counterpart to the Assignment and Assumption Agreement;
- (c) Certificate of Buyer pursuant to Section 10.02 of this Agreement;
- (d) Certificate of Buyer pursuant to Section 10.05 of this Agreement;
- (e) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

### **ARTICLE XIII.**

#### **TERMINATION**

**Section 13.01 Events of Termination.** This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

- (a) By the mutual consent of Seller and Buyer;
- (b) By either Seller or Buyer if:
  - (i) the Closing shall not have occurred on or prior to the Outside Date; provided, however, either Seller or Buyer shall have the one-time right to extend the Outside Date for up to ninety (90) days if any such amount of time up to ninety (90) days is necessary to obtain a required Governmental Approval; or
  - (ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable; provided, however, that the Party seeking termination pursuant to this clause (b) of this Section 13.01 is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;
- (c) By Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach (A) of any covenant or agreement to be performed or complied with by Buyer pursuant to the terms of this Agreement or (B) of any representation or warranty of Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by Seller to Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article X of this Agreement not being satisfied (which condition has not been waived by Seller in writing); or

(d) By Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach (A) of any covenant or agreement to be performed or complied with by Seller pursuant to the terms of this Agreement or (B) of any representation or warranty of Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by Buyer to Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by Buyer in writing).

This Agreement may not be terminated after completion of the Closing.

**Section 13.02 Effect of Termination.** If this Agreement is terminated by Seller or Buyer pursuant to Section 13.01, written notice thereof will forthwith be given to the other and all further obligations of the parties hereto under this Agreement will terminate without further action by either Party and without liability or other obligation of either Party to the other Party hereunder; provided, however, (i) that no Party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach of this Agreement and (ii) that if this Agreement is terminated and the transactions abandoned for any reason, the Parties shall not be deemed to have waived any rights or claims pursuant to this Agreement.

#### ARTICLE XIV.

#### MISCELLANEOUS

**Section 14.01 Confidentiality.** Except as and to the extent required by applicable Law (including but not limited to the Pennsylvania Right-To-Know Law, 65 P.S. §§ 67.101-67.3104, and the Pennsylvania Sunshine Act, 65 Pa. C.S. §§ 701-716) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party hereto shall, directly or indirectly, disclose or use (and no Party shall permit its Representatives to disclose or use) any Confidential Information of the other Party furnished, or to be furnished, by such other Party or its Representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

**Section 14.02 Notices.** All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

In the case of Seller:

Quentin Water Company  
100 S. Zinns Mill Road  
Lebanon, PA 17042

With a copy to:

George E. Christianson, Esquire  
Christianson Meyer  
411 Chestnut Street  
Lebanon, PA 17042

In the case of the Township:

West Cornwall Township  
73 S. Zinns Mill Road  
Lebanon, PA 17042  
Attn: Solicitor

In the case of Buyer:

West Cornwall Township Municipal Authority  
P.O. Box 1262  
Quentin, PA 17083  
Attn: Jeffrey Steckbeck, P.E., Manager

With a copy to:

Amy B. Leonard, Esquire  
Henry & Beaver, LLP  
937 Willow Street, P.O. Box 1140  
Lebanon, PA 17042-1140

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

**Section 14.03 Bulk Sales Laws.** The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

**Section 14.04 Costs.** Except as otherwise specifically provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with its entrance into and performing and observing its obligations and covenants under this Agreement.

**Section 14.05 Headings.** The article, section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Section 14.06 Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or PaPUC to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless the term, provision or restriction is a material term, the absence of which would significantly change the transaction to the detriment of Seller, Buyer or both.

**Section 14.07 Entire Agreement.** This Agreement and the other agreements required to be delivered pursuant to this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

**Section 14.08 Construction.** As used in this Agreement, (a) the gender of any word includes the masculine, feminine and neuter, (b) the number of any word includes the singular and plural, (c) the word “including” is exemplary, and not exclusive or limiting, and means “including, without limitation”, (d) the word “or” is not exclusive, (e) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement, and (f) all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules or Exhibits are to schedules or exhibits attached hereto, each of which is made a part hereof for all purposes.

**Section 14.09 Amendments; Waivers.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**Section 14.10 Parties in Interest; Third Party Beneficiary.** Except as hereinafter provided, this Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

**Section 14.11 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties hereto and required Governmental Approvals, and any attempted assignment or delegation without prior written consent and

required Governmental Approvals shall be void and of no force or effect.

**Section 14.12 Non-Liability of Public Officials.** Seller may not charge any official, officer, employee, advisor or consultant of Buyer personally with any liability or expenses of defense or hold any official, officer, employee, advisor or consultant of Buyer personally liable to them under any term or provision of this Agreement or because of the execution, attempted execution or any breach of this Agreement by Buyer.

**Section 14.13 No Partnership.** Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, principal and agent relationship or employer and employee relationship between the Parties or their Representatives.

**Section 14.14 Governing Law; Jurisdiction.** This Agreement and any disputes arising in connection herewith shall be governed by and construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict or choice of law rule or principle that would result in the imposition of the laws of a jurisdiction other than the Commonwealth of Pennsylvania. The Parties hereto irrevocably agree and consent to the jurisdiction of Pa PUC, and the Court of Common Pleas of Lebanon 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 Court of Common Pleas of Lebanon County, Pennsylvania, and each Party irrevocably, except where the PaPUC has exclusive or primary jurisdiction, 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.

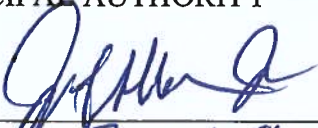
**Section 14.15 Specific Performance.** The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy, subject to the limitations in Section 7.05, to which they are entitled at law or in equity.

**Section 14.16 Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. A signature to this Agreement delivered by facsimile or email of a PDF document shall be deemed an original signature hereto and such delivery shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

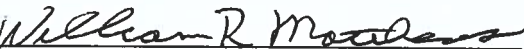
[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

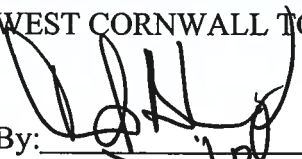
WEST CORNWALL TOWNSHIP  
MUNICIPAL AUTHORITY

By:   
Printed: JAMES L. SPINKMAKER JR.  
Title: CHAIRMAN

QUENTIN WATER COMPANY

By:   
Printed: William R. Matthews  
Title: PRESIDENT

WEST CORNWALL TOWNSHIP

By:   
Printed: DAVID B. LLOYD  
Title: SPONSOR

# EXHIBIT A



1	OF 3 SHEETS
---	-------------

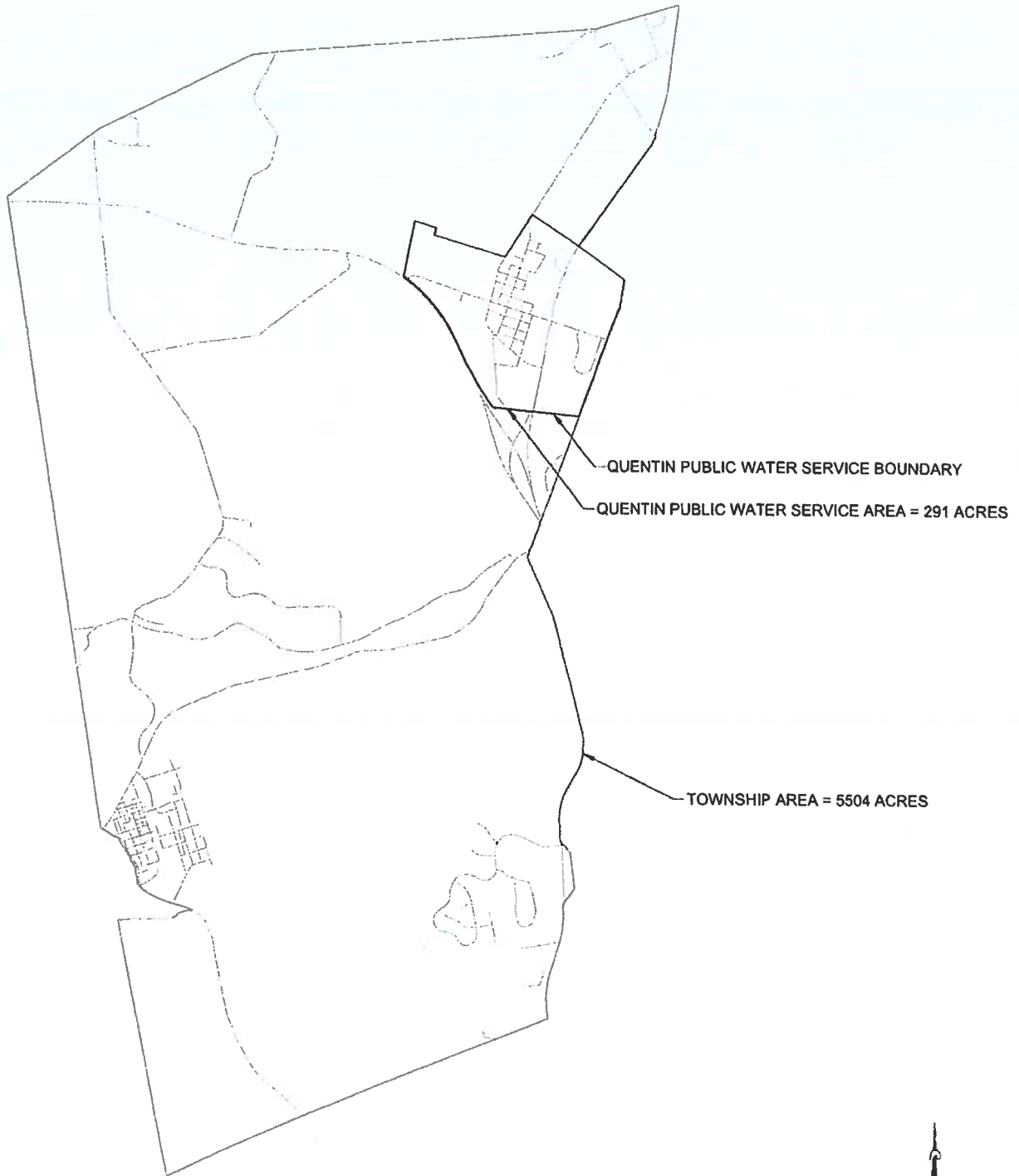
**SES**  
 Station Engineers & Surveyors, Inc.  
 278 North 20th St. Suite 201  
 Lehigh, Pennsylvania 18022  
 Phone: (717) 272-1110  
 Fax: (717) 272-1140

EXHIBIT A - QUENTIN WATER SYSTEM  
 for  
**WEST CORNWALL TWP MUNICIPAL AUTHORITY**  
 under  
 W. Conrad Isarone  
 Lehigh County, Pennsylvania

REVISION	DATE	BY

--

# EXHIBIT B



2  
OF 2 SHEETS

PROJECT #	1009-27-003
SCALE	1"=100'
DATE	03/19/22
DESIGNED BY	ADJ
CHECKED BY	ADJ
DATE	03/19/22
PROJECT #	1009-27-003

EXHIBIT B - QUENTIN WATER SYSTEM VS W CORNWALL TWP

WEST CORNWALL TWP MUNICIPAL AUTHORITY

W. Conrad Teasdale  
Lebanon County, Pennsylvania

REVISION	DATE	BY



## QUENTIN WATER COMPANY ASSETS

### LAND

Land	6 acres	(deed attached)
------	---------	-----------------

### WATER SUPPLY

- Well 1 & building (1940's)
- Well 3 & building (1980's, rehab 2020)
- Well 4 & building (2019)
- Disinfection system (2019)
- 125,000 gal steel tank (1940's)
- Booster pumps & building (1980's & 2020)

### WATER DISTRIBUTION

4" cast Iron pipe (1960's)	approximately 270 feet
6" AC pipe (1940's)	approximately 10,000 feet
6" cast iron pipe (1960's)	approximately 1,800 feet
8" AC pipe (1940's)	approximately 1,340 feet
8" ductile Iron pipe (1980's-2020's)	approximately 9,465 feet
Hydrants (1940's-1970's)	25
Hydrants (1980's-2020's)	10
Service lines (1940's-1970's)	250
Service lines (1980's-2020's)	100
Meters	350

RECORDED  
PUSSELL K. GIBB  
SINER-LIN

OCT 28 3 38 PM '83

1251

# Quit Deed

Made the 2nd ----- day of August -----, in the year  
Nineteen hundred and eighty-three (1983).

Between PETER J. SNOBODA and ANNA WALLACE, surviving Trustees, Pennsylvania Joint Board, Union Center, Amalgamated Clothing and Textile Workers Union, Pottsville, Pennsylvania, hereinafter referred to as 'GRANTOR', Party of the First Part,--  
A N D

QUENTIN WATER COMPANY, a corporation organized and existing under the laws of Pennsylvania, with its principal office at Quentín, Pennsylvania, hereinafter referred to as "GRANTEE", Party of the Second Part,-----

Whereas, Peter J. Snoboda and Anna Wallace are the surviving Trustees of the Pennsylvania Joint Board, Union Center, Amalgamated Clothing and Textile Workers Union; and

WHEREAS, pursuant to a Resolution, duly adopted by the Board of Directors of said Pennsylvania Joint Board, Union Center, Amalgamated Clothing and Textile Workers Union, the said surviving Trustees were authorized to and entered into an Agreement of Sale for the sale of the within premises, and

WHEREAS, the Board of Directors of said Pennsylvania Joint Board, Union Center, Amalgamated Clothing and Textile Workers Union, by Resolution above mentioned, authorized the sale of the within premises to the Quentín Water Company, for the price herein recited.

7,000.00  
State Tax \$ 70.00  
Corn Lab. Sch Dist \$ 35.00  
W. Corn Tax \$ 35.00  
Collector

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX  
OCT 28 '83  
RB. 118.58  
70.00

Now this Indenture Witnesseth, That the said Grantors,-----

for and in consideration of the sum of SEVEN THOUSAND DOLLARS-----(\$7,000.00)-----

lawful money of the United States of America, unto---them---well and truly paid  
by the said Grantees,-----

at and before the sealing and delivery hereof, the receipt whereof is hereby acknowl-  
edged, ---have---granted, bargained, sold, aliened, released and confirmed, and by  
these presents do-----

grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantees, their  
successors and assigns,-----

ALL THOSE TWO (2) CERTAIN tracts of land, situate in the Township of West Cornwall,  
County of Lebanon and Commonwealth of Pennsylvania, more particularly bounded and  
described as follows, to wit:

TRACT NO. 1 - BEGINNING at a spike at the intersection point of the center  
line of Lancaster Street (Zirm's Mill Road) and the western right-of-way line of  
Pa. State Highway Route #72; thence along said center line of Lancaster Street, the  
following four courses and distances, (1) north seventy-nine (79) degrees twenty-  
four (24) minutes west, a distance of two hundred two and fifty-seven hundredths  
(202.57) feet to a spike; (2) thence north seventy-eight (78) degrees twenty-four  
(24) minutes west, a distance of one hundred fifty-six and thirty-five hundredths  
(156.35) feet to a spike; (3) thence north seventy-three (73) degrees fifty-two  
(52) minutes west, a distance of one hundred and twenty-three hundredths (100.23)  
feet to a spike; (4) thence north seventy-two (72) degrees fifty-three (53) minutes  
west, a distance of thirteen and fifty-nine hundredths (13.59) feet to a spike;  
thence along land of Quentin Water Company, the following two courses and distances,  
north eleven (11) degrees seven (7) minutes west, a distance of one hundred thirty-  
four and seventy-one hundredths (134.71) feet to an iron pipe; thence north twenty  
(20) degrees no (00) minutes west, a distance of one hundred forty-two (142.00) feet  
to an iron pipe; thence along land of Amalgamated Clothing and Textile Workers  
Union, of which this was formerly a part, north eighty-six (86) degrees forty-six  
(46) minutes east, a distance of seven hundred nineteen and sixty hundredths  
(719.60) feet to an iron pipe on said western right-of-way line of Pa. State Highway  
Route #72; thence along said western right-of-way line of Pa. State Highway Route  
#72, the following four courses and distances, (1) south thirteen (13) degrees eight  
(8) minutes forty-nine (49) seconds west, a distance of seventy-seven and twenty  
hundredths (77.20) feet to a spike; (2) thence north seventy-six (76) degrees fifty-  
one (51) minutes eleven (11) seconds west, a distance of sixty-three (63.00) feet to  
an iron pipe; (3) thence south thirteen (13) degrees eight (8) minutes forty-nine  
(49) seconds west, a distance of one hundred sixty-four and fifty-eight hundredths  
(164.58) feet to an iron pipe; (4) thence along a curve to the right having an arc  
distance of one hundred ninety-seven and forty-six hundredths (197.46) feet, a  
radius of eight hundred seventy-nine and thirty-seven hundredths (879.37) feet and a  
chord bearing of south nineteen (19) degrees thirty-four (34) minutes forty-seven  
(47) seconds west, a distance of one hundred ninety-seven and four hundredths  
(197.04) feet to the place of BEGINNING. CONTAINING 4.479 acres.

TRACT NO. 2 - BEGINNING at a spike at the intersection point of the center line  
of Lancaster Street (Zirm's Mill Road) and the western right-of-way line of Pa.  
State Highway Route #72; thence along said western right-of-way line of Pa. State  
Highway Route #72, the following two courses and distances, along a curve to the  
right having an arc distance of seventy-eight and eighty-one hundredths (78.81) feet,  
a radius of eight hundred seventy-nine and thirty-seven hundredths (879.37) feet and  
a chord bearing of south twenty-eight (28) degrees thirty-four (34) minutes forty-  
six (46) seconds west, a distance of seventy-eight and seventy-nine hundredths  
(78.79) feet to a point; thence south thirty-one (31) degrees eight (8) minutes  
forty-nine (49) seconds west, a distance of five hundred seventy-nine and forty-  
eight hundredths (579.48) feet to a point on the eastern right-of-way line of Pa.  
State Highway Route #322; thence along said eastern right-of-way line of Pa. State

Highway Route #322, the following three courses and distances, (1) along a curve to the left having an arc distance of one hundred sixty-four (164.00) feet, a radius of three thousand three hundred fifty and seventeen hundredths (3,350.17) feet and a chord bearing of north thirty-three (33) degrees twenty-one (21) minutes forty-seven (47) seconds west, a distance of one hundred sixty-three and ninety-eight hundredths (163.98) feet to a point; (2) thence north thirty-four (34) degrees forty-five (45) minutes fifty (50) seconds west, a distance of four hundred ninety-four and forty-two hundredths (494.42) feet to a point; (3) thence along a curve to the right having an arc distance of one hundred seventy and eighty-seven hundredths (170.87) feet, a radius of three thousand one hundred ninety-eight and seventeen hundredths (3,198.17) feet and a chord bearing of north thirty-three (33) degrees fourteen (14) minutes six (6) seconds west, a distance of one hundred seventy and eighty-five hundredths (170.85) feet to a point being the southwest corner of lands of Raymond Dundore; thence along lands of Raymond Dundore, north eighty-nine (89) degrees fifty-three (53) minutes east, a distance of two hundred eighty-four and fifty hundredths (284.50) feet to a point in said center line of Lancaster Street; thence along said center line of Lancaster Street, the following five courses and distances, (1) south fifty-three (53) degrees nineteen (19) minutes east, a distance of nine and fifty-one hundredths (9.51) feet to a spike; (2) thence south seventy-two (72) degrees fifty-three (53) minutes east, a distance of sixty-five and thirty-seven hundredths (65.37) feet to a spike; (3) thence south seventy-three (73) degrees fifty-two (52) minutes east, a distance of one hundred and twenty-three hundredths (100.23) feet to a spike; (4) thence south seventy-eight (78) degrees twenty-four (24) minutes east, a distance of one hundred fifty-six and thirty-five hundredths (156.35) feet to a spike; (5) thence south seventy-nine (79) degrees twenty-four (24) minutes east, a distance of two hundred two and fifty-seven hundredths (202.57) feet to the place of BEGINNING. CONTAINING 6.011 acres.

TRACT NO. 1 AND TRACT NO. 2 BEING A PORTION OF TRACT NO. 2 OF THE SAME PREMISES which David J. Monas, Peter J. Swoboda, Irving L. Hess, Irene Watkins and William Drum, Trustees, Pennsylvania Joint Board, Union Center, Amalgamated Clothing Workers of America, by their Deed dated December 29, 1972, and recorded February 8, 1973, in the Office of the Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in Deed Book 104, Page 797, did grant and convey unto Peter J. Swoboda, Anna Wallace and Irwin Lehr, Trustees, Pennsylvania Joint Board, Union Center, Amalgamated Clothing Workers of America.

AND, the said Irwin Lehr, one the the said Trustees, died on June 21, 1978.

AND, the said Amalgamated Clothing Workers of America has merged with the Textile Workers Union of America and as merged it is now known as the Amalgamated Clothing and Textile Workers Union.

Tract No. 1 above-described is shown on a Plan recorded in Plan Book 29, Page 71 on June 12, 1980.

Tract No. 2 above-described is shown as Lot B on a Plan recorded in Plan Book 32, Page 81 on October 16, 1983.

Together with all and singular ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever,

----- in law, equity, or otherwise howsoever, of, in, to, or out of the same:

To Have and to Hold the said tracts of land above described,-----

----- hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said

Party of the Second Part, its successors-----

----- and assigns to and for the only proper use and behoof of the said Party of the Second Part, its successors-----

----- and assigns forever

COPY

And the said Party of the First Part,-----

covenant, promise and agree, to and with the said Party of the Second Part, its

successors----- and assigns, that ---it----- the said

Party of the First Part, has-----

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, it the said Party of the First Part,-----

hereunto set its hand and seal the day and year first above written,

PENNSYLVANIA JOINT BOARD, UNION CENTER,  
AMALGAMATED CLOTHING AND TEXTILE WORKERS  
UNION

Signed, Sealed and Delivered  
in the presence of

E. Elizabeth Lavenberg

By: Trustees

By: Trustees

Commonwealth of Pennsylvania } ss.  
County of

On this, the 2nd day of August, 1983, before me  
a Notary Public, personally appeared Peter J. Swoboda and Anna Wallace,  
Trustees as aforesaid, the undersigned officer,

known to me (or satisfactorily proven)  
to be the person described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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

*Kathleen D. Hart*  
Notary Public  
My com. exp. Dec 10, 1987



I hereby certify that the precise address of the grantee heretofore  
42 North Lebanon Street  
Quentin, PA 17083  
*Seward D. Miller*

78257  
**LEGAL**

PETER J. SWOBODA and ANNA WALLACE,  
surviving Trustees, Pennsylvania  
Joint Board, Union Center, AMALGAMATED  
CLOTHING AND TEXTILE WORKERS UNION

TO

QUENTIN WADER COMPANY, a corporation  
organized and existing under the laws  
of Pennsylvania

COPY

Dated, August 2, 1983

14.50

Commonwealth of Pennsylvania } ss.  
County of

Recorded in the Office for Recording of Deeds in and for  
page in Deed Book No.

Eto.  
Witness my hand and seal of Office this  
day of Anno Domini 19

BOOK 202 PAGE 700 Recorder



## **RESOLUTION 2022-8-24**

### **WEST CORNWALL TOWNSHIP, Lebanon County, Pennsylvania**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WEST CORNWALL TOWNSHIP, LEBANON COUNTY, PENNSYLVANIA, ALLOCATING A PORTION OF THE TOWNSHIP'S "AMERICA RESCUE PLAN ACT" GRANT MONEY TO THE WEST CORNWALL TOWNSHIP MUNICIPAL AUTHORITY IN FURTHERANCE OF THE AUTHORITY'S PURCHASE, AND INITIAL OPERATION & MAINTENANCE, OF THE PUBLIC WATER SUPPLY SYSTEM OWNED BY THE QUENTIN WATER COMPANY.**

***WHEREAS***, the West Cornwall Township Municipal Authority (the "Authority") is a municipality authority incorporated and organized under the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, of the Commonwealth of Pennsylvania; and

***WHEREAS***, for a period of approximately 80 years, the Quentin Water Company ("QWC") has owned and operated the public water supply system for certain areas of West Cornwall Township ("Township"), which include the Village of Quentin and its immediately surrounding areas; and

***WHEREAS***, the QWC stockholders have approved the sale of all QWC assets, and authorized the appropriate QWC officers to take all necessary actions to transfer the ownership and operations the QWC's public water supply system to the Authority; and

***WHEREAS***, QWC and Authority negotiated a sales price of one million and 00/100 dollars (U.S. \$1,000,000.00), which was approved by the Authority at a duly advertised and regularly scheduled public meeting; and

***WHEREAS***, the Authority secured a one million and 00/100 dollar (U.S. \$1,000,000.00) loan from Peoples Security Bank and Trust ("Bank") at favorable terms (2.25% fixed interest, fully amortized over 240 months) in May, 2022, in anticipation, and advance of, U.S. Federal Reserve interest rate hikes, and

***WHEREAS***, the Authority closed on the Bank loan, and has deposited the funds into a newly established water account; and

**WHEREAS**, as part of the Bank loan, the Authority incurred closing costs and expenses, in the amount of approximately \$21,000.00, in May, 2022, and will incur semi-annual loan payments of \$31,500.00 beginning in December, 2022, and every six months thereafter; and

**WHEREAS**, the Authority is in the process of finalizing an agreement with the QWC for the purchase of the entirety of the QWC public water supply system, which is conditioned upon QWC obtaining the approval of the PA Public Utility Commission (the "PUC") to transfer the QWC assets to the Authority, at which time the ownership and operation of the water system by the Authority may commence; and

**WHEREAS**, QWC's attorney has been informed that the PUC approval of the transfer may take up to one full year; and

**WHEREAS**, the Authority will not be in a position to collect water rents from customers until such time that it owns and operates the water system, and therefore the Authority will have no water income and financial resources to pay for loan closing costs or semi-annual bank payments for the foreseeable one year period of time until PUC approval is obtained.

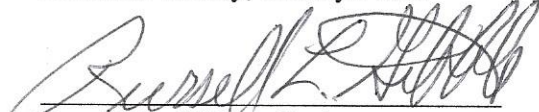
***NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:***

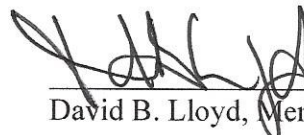
1. The Board hereby affirms the action taken at its June 13, 2022, public meeting to allocate \$50,000.00 of the Township's "American Rescue Plan Act" grant money to the Authority to cover Authority's loan closing costs and a portion of its initial operating costs. Payment of this \$50,000.00 to the Authority will be issued on or before November 30, 2022. This payment need not be repaid by the Authority.
2. The Board hereby commits to an additional allocation of the Township's "American Rescue Plan Act" grant money to the Authority in an amount needed to pay the principal and interest of its December, 2022, Bank loan payment. This is anticipated to be approximately \$31,500.00, under the following terms and conditions: the Authority shall reimburse Township all amounts allocated to Authority, as well as legal fees and advertising costs associated with same, not to exceed \$5,000.00, within five years of acquiring ownership of the water system, without liability for interest.
3. The Board hereby commits to an additional allocation of the Township's "American Rescue Plan Act" grant money to the Authority in an amount needed to pay the principal and interest of its June, 2023, Bank loan payment. This is anticipated to be approximately \$31,500.00, under the following terms and conditions: the Authority shall reimburse Township all amounts allocated to Authority, as well as legal fees and advertising costs associated with same, not to

exceed \$1,000.00, within five years of acquiring ownership of the water system, without liability for interest.

**DULY ADOPTED** this 24<sup>th</sup> day of August, 2022, by the Board of Supervisors of West Cornwall Township, Lebanon County, Pennsylvania, in lawful session duly assembled.


**WEST CORNWALL TOWNSHIP  
BOARD OF SUPERVISORS**  
Lebanon County, Pennsylvania

  
\_\_\_\_\_  
Russell L. Gibble, Chairman

  
\_\_\_\_\_  
David B. Lloyd, Member

**ATTEST:**

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Dennis J. Tulli, Member

Appendix D  
QWC Current Tariff

RECEIVED

2012 JAN -3 AM 11:07

A-71637 PA.P.U.C.  
SECRETARY'S BUREAU

Supplement No. 46 to  
Water - Pa. P.U.C. No. 2

QUENTIN WATER COMPANY  
RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF WATER SERVICE  
TO THE PUBLIC IN A PORTION OF  
WEST CONRWALL TOWNSHIP INCLUDING THE  
VILLAGE OF QUENTIN, LEBANON COUNTY, PENNSYLVANIA

ISSUED: December 15, 2011

EFFECTIVE: April 1, 2012

BY: WILLIAM MATTHEWS, PRESIDENT  
QUENTIN WATER COMPANY  
QUENTIN, PA 17083

---

Issued: (December 15, 2011)

Effective: (April 1, 2012)

(Quentin Water Company)

Supplement No. 46  
Water - Pa. P.U.C. No. 2  
46th Revised Page No.2  
Canceling  
45th Revised Page No.2

---

LIST OF CHANGES MADE BY THIS TERIFF

Increases and changes

Increase all water usage rates, including public and private fire protection, approximately 25.06% of base rates for an overall increase of approximately 25.06%.

---

Issued: (December 15, 2011)

Effective: (April 1, 2012)

INDEX

	Page	
List of changes made by this tariff	2	Forty-Sixth Revised
Index	3	Forty-Sixth Revised
State Tax Adjustment Surcharge	3A	Twenty-Sixth Revised
Schedule of Rates:		
Meter Rate- General Service	4	Twelfth Revised
Flat Rate-Fire Protection	5	Twelfth Revised
Rules and Regulations:		
Definition of Terms	6	First Revised
Definition of Terms	7	First Revised
Definition of Terms	7A-7C	Original
Service Area	8	Original
Description of Service	8	Original
Service Connection	9	First Revised
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Meters	14	Fourth Revised
Meters	15	Original
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Water Conservation		
Contingency Plan	30	Original
Water Conservation		
Contingency Plan (continued)	31	First Revised

SCHEDULE OF RATES

Metered Rates - General Service

(I)

1. Customer Charge: Each customer will be assessed a customer service charge based upon the size of the customer's meter as follows:

<u>Meter Size</u>	<u>Customer Charge</u>	
	<u>Per Month</u>	<u>Per Quarter</u>
5/8 or 3/4 inch	\$ _____	\$ <u>11.58</u>
1 inch	\$ _____	\$ <u>17.74</u>
1 1/2 inch	\$ _____	\$ <u>27.53</u>
2 inch	\$ _____	\$ <u>47.20</u>

2. Consumption Charge: In addition to the customer charge, the following water consumption charges will apply:

<u>Per Month</u>	<u>Consumption</u> <u>Per Quarter</u>	<u>Rate per 1000 Gals.</u>
	5.44	

(I) Indicates Increase  
(C) Indicates Changes

SCHEDULE OF RATES

Flat Rates

(I)

Fire Protection Rates

Public Fire Protection:

Each public fire hydrant per year \$ 107.00

TEMPORARY RATES

Per incident \$ 30.00 plus water usage

(I) Indicates Increase

(C) Indicates Change

Appendix E  
QWC Notice to Customers  
(including Affidavit)



QUENTIN WATER COMPANY  
 100 South Zinns Mill Road  
 Quentin, Pa. 17083  
 717-926-6208



AFFIDAVIT

I, William Matthews, the President of the Quentin Water Company, do hereby swear and affirm that the attached letter was deposited in the US Mail, postage prepaid, on Monday, November 21, 2022, to each of the customers of the Quentin Water Company.

William Matthews  
 William Matthews

Sworn to and subscribed before me,  
 a Notary Public, this 21<sup>st</sup> day of  
November, 2022.

Sue A. Rodkey  
 Notary Public

Commonwealth of Pennsylvania - Notary Seal  
 Sue A. Rodkey, Notary Public  
 Lebanon County  
 My commission Expires December 3, 2025  
 Commission Number 1139631





QUENTIN WATER COMPANY  
100 South Zinns Mill Road  
Quentin, Pa. 17083  
717-926-6208



***To the Customers of Quentin Water Company***

***The Quentin Water Company was founded by the residents of Quentin in 1941. The purpose of the founding of the water company was to provide quality water and distribution to the residents of Quentin and West Cornwall Township.***

***The operation of the Quentin Water Company has been performed by Quentin residents. The complexity of providing water has increased, in large part, due to the Commonwealth regulations.***

***We are sure that many, if not most, of you know of the plans of the transfer of services from the Quentin Water Company to the West Cornwall Township Municipal Authority. The source of the water distribution, maintenance and service will continue from the same source.***

***We appreciate your support over the years and request your support for the transfer of services from the Quentin Water Company to the West Cornwall Township Municipal Authority.***

***The plant operators, William White and David Bradley, have been doing an excellent job in the operation of the system and they will continue to work with the West Cornwall Township Municipal Authority to provide the services necessary for the continuation of providing the water to you.***

***The Quentin Water Company has entered into an agreement to transfer the operation of the water company and transfer all of its assets to the West Cornwall Township Municipal Authority, which had been set up, initially, for the handling of sanitary sewage in the Township.***

***It was deemed appropriate and in the best interest of the 386 water customers of the Quentin Water Company, to transfer the ownership and there was an agreement entered into between the Water Company and West Cornwall Township Municipal Authority, to ensure local control.***

# QUENTIN WATER COMPANY

**Customers of QWC**

**Page 2**

**The Pennsylvania Public Utility Commission ("PUC") is the state agency that approves the transfer of customers by public utilities. They have requested that we send you this information. The PUC also handles complaints about your service and regulates the rates that are charged to you by Quentin Water Company. West Cornwall Township Municipal Authority's service and rates are not regulated by the PUC.**

**If the PUC approves the proposed transfer, there is nothing that you will need to do. You will continue to get water services from the same source in the same manner as you have been, from the Quentin Water Company.**

**You will not incur any upfront costs.**

**The Rate Schedules:**

**Under QWC**

**Quarterly bill \$11.58 plus 5.44 per 1,000 gallons used;**

**Example:**

**\$10,000 used:      \$11.58**

**55.44**

**Quarterly bill      \$67.02**

**Under WCTMA**

**Quarterly bill \$11.58 plus 5.44 per 1,000 gallons used;  
Capital Expenses \$40.00**

**Example:**

**\$10,000 used:      \$ 67.04**

**40.00**

**Quarterly bill      \$107.02**

**We hope you will support the abandonment of service by Quentin Water Company and welcome West Cornwall Township Municipal Authority as your new water supplier. If, however, you wish to voice concerns with the transfer or new rates, you may take any of the following actions:**

# QUENTIN WATER COMPANY

**Customers of QWC**

**Page 3**

**You can contact the Office of Consumer Advocate (OCA) with questions, concerns and comments. The OCA is a state agency that represents the interests of Pennsylvania utility consumers before the PUC. You can reach the OCA at 800.684.6560 or at [consumer@paoca.org](mailto:consumer@paoca.org).**

**You can send the PUC a letter telling why you object to the proposed transfer.**

**You can file a formal protest no later than December 20, 2022. Doing so will assure you the opportunity to take part in any hearings that are held about the proposed transfer. Also, you will receive all notices and decisions issued by the Commission.**

**Please address your communication to the PUC as follows:**

**Pennsylvania Public Utility Commission  
Post Office Box 3265  
Harrisburg, PA 17105-3265  
A-2019-3014015**

**If you have any questions about this information or need additional information about the transfer of the water services to the West Cornwall Township Municipal Authority, you can contact the Quentin Water Company at 717-274-9875.**

**Very truly yours,**

**William Matthews**

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Administrative Law Judge Darlene D. Heep

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Application of Quentin Water Company :  
for the approval of the Abandonment and :  
Transfer of Water Services to customers in West : A-2022-3035731  
Cornwall Township, Lebanon County, :  
Pennsylvania to West Cornwall :  
Township Authority :

VERIFICATION

I, William Matthews, hereby state that the facts related to the Quentin Water Company set forth in the Joint Stipulation of Facts are true and correct (or are true and correct to the best of my knowledge, information, and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: 1-25-23

Signature: William Matthews  
William Matthews, President

Business Address: Quentin Water Company  
100 South Zinns Mill Road  
Lebanon, PA 17042

Mailing Address: Quentin Water Company  
P.O. Box 1243  
Quentin, PA 17083

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Administrative Law Judge Darlene D. Heep

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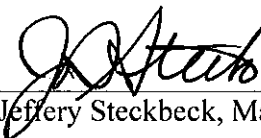
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Cornwall Township, Lebanon County, :  
Pennsylvania to West Cornwall :  
Township Authority :

VERIFICATION

I, Jeffery Steckbeck, hereby state that the facts related to the West Cornwall Township Municipal Authority set forth in the Joint Stipulation of Facts are true and correct (or are true and correct to the best of my knowledge, information, and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: Jan 25, 2023

Signature:

  
\_\_\_\_\_  
Jeffery Steckbeck, Manager

Business Address: West Cornwall Township Municipal Authority  
73 S. Zinns Mill Road  
Lebanon, PA 17042