

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of the Borough of Brentwood**

66 Pa. C.S. § 1329

Application Filing Checklist – Water/Wastewater

Docket No. A-2021-3024058

4. Provide responses to Section 1329 Application Standard Data Requests, including electronic working documents (i.e., Excel spreadsheets) for all the filing’s schedules, studies, and working papers to the extent practicable.

RESPONSE: See enclosed verified responses to the Section 1329 Application Standard Data Requests labeled **Appendix A-4.1 (portions CONFIDENTIAL)** and the electronic working documents (i.e., Excel spreadsheets) for all of the appraisals schedules, studies, and working papers labeled **Appendix A-4.2 (Weinert Appraisal and Depreciation Services LLC (“WAD Consultants”) on behalf of PAWC) CONFIDENTIAL** **Appendix A-4.3 (Gannett Fleming Valuation and Rate Consultants, LLC. (“Gannett Fleming”) on behalf of the Borough of Brentwood (“Borough”) CONFIDENTIAL** accompanying the Application.

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

1. Estimate the potential monthly incremental cost impact on existing and acquired customers following the actual results of the Buyer's most recently adjudicated base rate proceeding, whether litigated or settled, allocating the fair market value of the acquired system according to the Buyer's previously approved single-tariff pricing model.
 - a. In the case of a wastewater acquisition, a Buyer that employs a combined revenue requirement pursuant to 66 Pa. C.S. § 1311 will provide information assuming a combined water and wastewater revenue requirement consistent with its most recent adjudicated base rate proceeding.
 - b. If a Buyer has filed the thirty-day notice of 52 Pa. Code § 53.45(a), or has filed a rate case, it should calculate the above using data as proposed in its upcoming or filed rate case.

Response: Please refer to **Appendix A-18-d** of the Application. The notices contained in **Appendix A-18-d** provide an estimate of the cost impact on existing and acquired customers using the methodology approved by the Commission in the Settlement of Docket No. A-2019-3006880.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

2. If the Buyer has a present intention to increase the acquired system's rates to a certain level, please state the basis for the targeted rate.

Response: Pennsylvania-American Water Company ("PAWC") will adopt the Borough of Brentwood's (the "Borough's") existing rates at closing. The base rate shall not be increased until after the second-year anniversary of the Closing Date. Furthermore, PAWC anticipates moving the acquired system's rates into a PAWC-consolidated rate zone in future rate proceedings.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

3. Provide the annual depreciation expense using the purchase price/proposed rate base. If the exact depreciation expense is not available, provide the best estimate of the annual depreciation expense. Show how the depreciation expense is calculated.

Response:

The estimated annual depreciation expense is **\$321,607**. The depreciation expense is calculated as shown below:

UPIS at Acquisition:	\$19,364,443 [Note 1]
Composite depreciation rate:	1.66%
Annual depreciation expense:	\$321,607

Note 1: The composite depreciation rate is calculated for the acquired plant using the depreciation rates approved in PAWC's most recently approved base rate case for Wastewater Sanitary Sewer Systems General Operations at Docket No. R-2022-3031673. PAWC will utilize depreciation rates that are approved and in effect at the time of the closing of the acquisition.

**Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company**

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

4. Provide an estimate of the annual revenue requirement of the municipal system under the Buyer's ownership. Provide the assumptions for the annual revenue requirement, including expected rate of return, expected depreciation expense, O&M expenses, etc.

Response: The estimated annual revenue requirement of the Borough's system under PAWC ownership is \$4,548,000. Please refer to the Direct Testimony of Ms. Everette at **Appendix A-14-a**, PAWC Statement No. 3, Exhibit AEE-1 for the assumptions for the annual revenue requirement shown above.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

Rates/Ratemaking

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood’s Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

5. Other than the STAS, does Buyer’s current water/wastewater tariff include any provisions that would fall under “pass-through costs or charges imposed by the Commonwealth of Pennsylvania”?

Response: No, other than the STAS, PAWC does not have any provisions in its tariff that would fall under pass-through costs or charges imposed by the Commonwealth of Pennsylvania.

PAWC’s current wastewater tariff also includes the Distribution System Improvement Charge (“DSIC”). PAWC’s Application requests that this charge be applied to Brentwood customers, subject to inclusion in PAWC’s wastewater LTIP.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company
Rates/Ratemaking

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

6. Provide a listing of any entities that currently receive free service from the Seller.

Response: Under Brentwood ownership, Borough facilities are not billed for wastewater service. Upon closing, the Company will begin billing these entities.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

7. In the next rate case, does buyer anticipate including the acquired system in a combined revenue requirement?

Response: At this time, the Buyer does not anticipate including the Seller's wastewater system in a combined revenue requirement in the next rate case.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

8. If Seller has increased rates in the last year, please state the date of the increase and provide a copy of the new rate schedule and the total annual revenues produced under the new rates.

Response: The Borough has not increased rates for collection service in the last year. Rates for treatment service, which are reflected separately on Brentwood customers' bills on behalf of Allegheny County Sanitary Authority ("ALCOSAN"), were increased effective January 1, 2023.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Rates/Ratemaking

9. Are there any leases, easements, and access to public rights-of-way that Buyer will need in order to provide service which will not be conveyed at closing? If yes, identify when the conveyance will take place and whether there will be additional costs involved.

Response: It is anticipated that any leases, easements, and access to public rights-of-way that PAWC will need in order to provide wastewater service will be conveyed prior to or at the time of closing. Please refer to APA Sections 6.05 and 6.06 as well as Schedule 4.09 (list of sewer easements) attached to the Application as **Appendix A-24-a**, for further details in identifying all easements, obtaining any missing easements, cost to secure missing easements, and establishment of an escrow for securing missing easements following the Closing Date.

**Provided by: Michael Salvo, Senior Manager, Business Development,
Pennsylvania-American Water Company**

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Costs/Benefits

10. Provide a breakdown of the estimated transaction and closing costs. Provide invoices to support any transaction and closing costs that have already been incurred.

Response: PAWC estimates transaction and closing costs of \$510,000 to \$620,000. Please see the chart below for a breakdown of these estimated costs.

Area	Amount (Settlement)	Amount (Litigation)
Legal Services	\$400,000	\$500,000
PUC Filing/Copying/Publication	\$7,500	\$7,500
Engineering Assessment Study	\$15,000	\$15,000
Customer Notice	\$37,000	\$37,000
Act 12 FMV Valuation	\$50,000	\$60,000
Total	\$509,500	\$619,500

Refer to **Appendix A-7** for a copy of UVE invoices paid to date. Please refer to **Attachment 10** for other PAWC expenses paid to date.

Provided by: Ashley E. Everette, Senior Director, Rates and Revenue
American Water Works Service Company

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3868836
 Date of Invoice: 01/12/2021
 Billing Period: 12/01/2020 - 12/29/2020
 Date Posted: 01/12/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$4,191.80**
Invoice Currency: **USD**
 Date Approved: 01/12/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$4,191.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$4,191.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$4,191.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$4,191.80**
Invoice Currency: USD
Billed Fees \$4,191.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,191.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	01/12/2021	\$4,191.80	
Elizabeth Triscari	Approved	01/12/2021	\$4,191.80	
Serengeti Administrator AP Batch Run 01/13/2021 \$4,191.80 Batch ID: 007000061 (Sent to AP: 01/13/2021 6:03:28 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3868836.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1452288
 Date of Invoice: 03/16/2021
 Billing Period: 02/08/2021 - 02/28/2021
 Date Posted: 03/16/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$168.00**
Invoice Currency: **USD**
 Date Approved: 03/18/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$168.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$168.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$168.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$168.00**
Invoice Currency: USD
Billed Fees \$168.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$168.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	03/16/2021	\$168.00	
Elizabeth Triscari	Approved	03/18/2021	\$168.00	
Serengeti Administrator	AP Batch Run	03/24/2021	\$168.00	Batch ID: 007000071 (Sent to AP: 03/24/2021 6:02:35 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 1452288.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3894869
 Date of Invoice: 03/25/2021
 Billing Period: 01/01/2021 - 01/27/2021
 Date Posted: 03/25/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$8,858.40**
Invoice Currency: **USD**
 Date Approved: 03/26/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$8,858.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$8,858.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$8,858.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$8,858.40**
Invoice Currency: USD
Billed Fees \$8,858.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$8,858.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	03/25/2021	\$8,858.40	
Elizabeth Triscari	TK Rates Reviewed	03/26/2021		
Elizabeth Triscari	Approved	03/26/2021	\$8,858.40	
Serengeti Administrator	AP Batch Run	03/30/2021	\$8,858.40	Batch ID: 007000072 (Sent to AP: 03/30/2021 7:02:52 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3894869.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3898280
 Date of Invoice: 04/06/2021
 Billing Period: 02/01/2021 - 02/26/2021
 Date Posted: 04/06/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$6,818.60**
Invoice Currency: **USD**
 Date Approved: 04/06/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$6,818.60
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$6,818.60
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$6,818.60	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$6,818.60**
Invoice Currency: USD
Billed Fees \$6,818.60
Billed Expenses \$0.00
Billed Total (excl. Tax) \$6,818.60

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	04/06/2021	\$6,818.60	
Elizabeth Triscari	Approved	04/06/2021	\$6,818.60	
Serengeti Administrator AP Batch Run 04/14/2021 \$6,818.60 Batch ID: 007000074 (Sent to AP: 04/14/2021 3:02:36 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3898280.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1462109
 Date of Invoice: 04/16/2021
 Billing Period: 03/12/2021 - 03/31/2021
 Date Posted: 04/16/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$10,584.00**
Invoice Currency: **USD**
 Date Approved: 04/16/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$10,584.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$10,584.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$10,584.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
 VAT ID: --
 GST ID: --
 HST ID: --
 PST ID: --
 Sales Tax ID: --
 QST ID: --
 Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$10,584.00**
 Invoice Currency: USD
 Billed Fees \$10,584.00
 Billed Expenses \$0.00
 Billed Total (excl. Tax) \$10,584.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	04/16/2021	\$10,584.00	
Elizabeth Triscari	Approved	04/16/2021	\$10,584.00	
Serengeti Administrator AP Batch Run 04/21/2021 \$10,584.00 Batch ID: 007000075 (Sent to AP: 04/21/2021 3:03:15 AM)				

Additional Financial Information

SAP Vendor ID: 107632
 Name of Invoice File in .Zip: Cozen O'Connor - 1462109.html
 Comments to Firm:
 AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
 Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3904278
 Date of Invoice: 04/19/2021
 Billing Period: 03/01/2021 - 03/30/2021
 Date Posted: 04/19/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$22,508.00
Invoice Currency: USD
 Date Approved: 04/19/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$22,508.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$22,508.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$22,508.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$22,508.00**
Invoice Currency: USD
Billed Fees \$22,508.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$22,508.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	04/19/2021	\$22,508.00	
Elizabeth Triscari	Approved	04/19/2021	\$22,508.00	
Serengeti Administrator	AP Batch Run	04/21/2021	\$22,508.00	Batch ID: 007000075 (Sent to AP: 04/21/2021 3:03:15 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3904278.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3917148
 Date of Invoice: 05/21/2021
 Billing Period: 04/01/2021 - 04/30/2021
 Date Posted: 05/21/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$5,229.80
Invoice Currency: USD
 Date Approved: 05/21/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$5,229.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$5,229.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$5,229.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$5,229.80**
Invoice Currency: USD
Billed Fees \$5,229.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$5,229.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	05/21/2021	\$5,229.80	
Elizabeth Triscari	Approved	05/21/2021	\$5,229.80	
Serengeti Administrator AP Batch Run 05/26/2021 \$5,229.80 Batch ID: 007000080 (Sent to AP: 05/26/2021 3:02:44 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3917148.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1475173
 Date of Invoice: 05/28/2021
 Billing Period: 04/14/2021 - 04/30/2021
 Date Posted: 05/28/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$2,520.00**
Invoice Currency: **USD**
 Date Approved: 06/03/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,520.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,520.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$2,520.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
 VAT ID: --
 GST ID: --
 HST ID: --
 PST ID: --
 Sales Tax ID: --
 QST ID: --
 Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$2,520.00**
 Invoice Currency: USD
 Billed Fees \$2,520.00
 Billed Expenses \$0.00
 Billed Total (excl. Tax) \$2,520.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Uploaded (on hold)	05/28/2021	\$2,520.00	
	Posted	06/02/2021	\$2,520.00	
Elizabeth Triscari	Approved	06/03/2021	\$2,520.00	
Serengeti Administrator	AP Batch Run	06/09/2021	\$2,520.00	Batch ID: 007000082 (Sent to AP: 06/09/2021 3:02:35 AM)

Additional Financial Information

SAP Vendor ID: 107632
 Name of Invoice File in .Zip: Cozen O'Connor - 1475173.html
 Comments to Firm:
 AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1479382
 Date of Invoice: 06/11/2021
 Billing Period: 05/06/2021 - 05/31/2021
 Date Posted: 06/11/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total \$672.00
Invoice Currency: USD
 Date Approved: 06/11/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$672.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$672.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$672.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
 VAT ID: --
 GST ID: --
 HST ID: --
 PST ID: --
 Sales Tax ID: --
 QST ID: --
 Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$672.00**
 Invoice Currency: USD
 Billed Fees \$672.00
 Billed Expenses \$0.00
 Billed Total (excl. Tax) \$672.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	06/11/2021	\$672.00	
Elizabeth Triscari	Approved	06/11/2021	\$672.00	
Serengeti Administrator	AP Batch Run	06/16/2021	\$672.00	Batch ID: 007000083 (Sent to AP: 06/16/2021 3:02:55 AM)

Additional Financial Information

SAP Vendor ID: 107632
 Name of Invoice File in .Zip: Cozen O'Connor - 1479382.html
 Comments to Firm:
 AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
 Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3926100
 Date of Invoice: 06/15/2021
 Billing Period: 05/01/2021 - 05/26/2021
 Date Posted: 06/15/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$4,264.00
Invoice Currency: USD
 Date Approved: 06/16/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$4,264.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$4,264.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$4,264.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$4,264.00**
Invoice Currency: USD
Billed Fees \$4,264.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,264.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	06/15/2021	\$4,264.00	
Elizabeth Triscari	Approved	06/16/2021	\$4,264.00	
Serengeti Administrator AP Batch Run 06/23/2021 \$4,264.00 Batch ID: 007000084 (Sent to AP: 06/23/2021 3:03:21 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3926100.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1489057
 Date of Invoice: 07/14/2021
 Billing Period: 06/01/2021 - 06/30/2021
 Date Posted: 07/15/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$8,960.00**
Invoice Currency: **USD**
 Date Approved: 07/16/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$8,960.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$8,960.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$8,960.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$8,960.00**
Invoice Currency: USD
Billed Fees \$8,960.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$8,960.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	07/15/2021	\$8,960.00	
Elizabeth Triscari	Approved	07/16/2021	\$8,960.00	
Serengeti Administrator AP Batch Run 07/21/2021 \$8,960.00 Batch ID: 007000088 (Sent to AP: 07/21/2021 3:03:06 AM)				

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 1489057.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3937955
 Date of Invoice: 07/19/2021
 Billing Period: 06/01/2021 - 06/30/2021
 Date Posted: 07/19/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$10,592.00
Invoice Currency: USD
 Date Approved: 07/26/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$10,592.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$10,592.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$10,592.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$10,592.00**
Invoice Currency: USD
Billed Fees \$10,592.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$10,592.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	07/19/2021	\$10,592.00	
Elizabeth Triscari	Approved	07/26/2021	\$10,592.00	
Serengeti Administrator	AP Batch Run	07/28/2021	\$10,592.00	Batch ID: 007000089 (Sent to AP: 07/28/2021 3:02:35 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3937955.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1497654
 Date of Invoice: 08/12/2021
 Billing Period: 07/08/2021 - 07/31/2021
 Date Posted: 08/12/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$6,097.80**
Invoice Currency: **USD**
 Date Approved: 08/13/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$6,097.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$6,097.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$6,097.80	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
 VAT ID: --
 GST ID: --
 HST ID: --
 PST ID: --
 Sales Tax ID: --
 QST ID: --
 Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$6,097.80**
 Invoice Currency: USD
 Billed Fees \$6,097.80
 Billed Expenses \$0.00
 Billed Total (excl. Tax) \$6,097.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	08/12/2021	\$6,097.80	
Elizabeth Triscari	Approved	08/13/2021	\$6,097.80	
Serengeti Administrator AP Batch Run 08/18/2021 \$6,097.80 Batch ID: 007000092 (Sent to AP: 08/18/2021 3:02:58 AM)				

Additional Financial Information

SAP Vendor ID: 107632
 Name of Invoice File in .Zip: Cozen O'Connor - 1497654.html
 Comments to Firm:
 AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
 Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3946409
 Date of Invoice: 08/17/2021
 Billing Period: 07/01/2021 - 07/30/2021
 Date Posted: 08/17/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$13,002.40
Invoice Currency: USD
 Date Approved: 08/18/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$13,002.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$13,002.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$13,002.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$13,002.40**
Invoice Currency: USD
Billed Fees \$13,002.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$13,002.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	08/17/2021	\$13,002.40	
Elizabeth Triscari	Approved	08/18/2021	\$13,002.40	
Serengeti Administrator	AP Batch Run	08/25/2021	\$13,002.40	Batch ID: 007000093 (Sent to AP: 08/25/2021 3:03:03 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3946409.html
Comments to Firm:
AP Route: PA - SAP

INVOICE***Invoice Information***

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1505095
 Date of Invoice: 09/09/2021
 Billing Period: 08/03/2021 - 08/31/2021
 Date Posted: 09/10/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$5,512.00**
Invoice Currency: **USD**
 Date Approved: 09/13/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$5,512.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$5,512.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$5,512.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
 VAT ID: --
 GST ID: --
 HST ID: --
 PST ID: --
 Sales Tax ID: --
 QST ID: --
 Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$5,512.00**
 Invoice Currency: USD
 Billed Fees \$5,512.00
 Billed Expenses \$0.00
 Billed Total (excl. Tax) \$5,512.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	09/10/2021	\$5,512.00	
Elizabeth Triscari	Approved	09/13/2021	\$5,512.00	
Serengeti Administrator AP Batch Run 09/15/2021 \$5,512.00 Batch ID: 007000096 (Sent to AP: 09/15/2021 3:03:14 AM)				

Additional Financial Information

SAP Vendor ID: 107632
 Name of Invoice File in .Zip: Cozen O'Connor - 1505095.html
 Comments to Firm:
 AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
 Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3959754
 Date of Invoice: 09/17/2021
 Billing Period: 08/01/2021 - 08/31/2021
 Date Posted: 09/17/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$2,940.00
Invoice Currency: USD
 Date Approved: 09/17/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,940.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,940.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$2,940.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$2,940.00**
Invoice Currency: USD
Billed Fees \$2,940.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$2,940.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	09/17/2021	\$2,940.00	
Elizabeth Triscari	Approved	09/17/2021	\$2,940.00	
Serengeti Administrator	AP Batch Run	09/22/2021	\$2,940.00	Batch ID: 007000097 (Sent to AP: 09/22/2021 3:03:24 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3959754.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1516248
 Date of Invoice: 10/12/2021
 Billing Period: 09/01/2021 - 09/30/2021
 Date Posted: 10/12/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$936.00**
Invoice Currency: **USD**
 Date Approved: 10/25/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$936.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$936.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$936.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Sales Tax ID: --

QST ID: --

Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$936.00**

Invoice Currency: USD

Billed Fees \$936.00

Billed Expenses \$0.00

Billed Total (excl. Tax) \$936.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	10/12/2021	\$936.00	
Elizabeth Triscari	Approved	10/25/2021	\$936.00	
Serengeti Administrator	AP Batch Run	10/27/2021	\$936.00	Batch ID: 007000102 (Sent to AP: 10/27/2021 3:02:37 AM)

Additional Financial Information

SAP Vendor ID: 107632

Name of Invoice File in .Zip: Cozen O'Connor - 1516248.html

Comments to Firm:

AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition

Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3970644
 Date of Invoice: 10/12/2021
 Billing Period: 09/01/2021 - 09/30/2021
 Date Posted: 10/12/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$7,017.20**
Invoice Currency: **USD**
 Date Approved: 10/25/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$7,017.20
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$7,017.20
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$7,017.20	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$7,017.20**
Invoice Currency: USD
Billed Fees \$7,017.20
Billed Expenses \$0.00
Billed Total (excl. Tax) \$7,017.20

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	10/12/2021	\$7,017.20	
Elizabeth Triscari	Approved	10/25/2021	\$7,017.20	
Serengeti Administrator	AP Batch Run	10/27/2021	\$7,017.20	Batch ID: 007000102 (Sent to AP: 10/27/2021 3:02:37 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3970644.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3982671
 Date of Invoice: 11/09/2021
 Billing Period: 10/01/2021 - 10/28/2021
 Date Posted: 11/09/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$8,275.00**
Invoice Currency: **USD**
 Date Approved: 11/09/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$8,275.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$8,275.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$8,275.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$8,275.00**
Invoice Currency: USD
Billed Fees \$8,275.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$8,275.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	11/09/2021	\$8,275.00	
Elizabeth Triscari	Approved	11/09/2021	\$8,275.00	
Serengeti Administrator	AP Batch Run	11/10/2021	\$8,275.00	Batch ID: 007000104 (Sent to AP: 11/10/2021 3:03:21 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3982671.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 3995237
 Date of Invoice: 12/09/2021
 Billing Period: 11/01/2021 - 11/23/2021
 Date Posted: 12/09/2021
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$2,714.20
Invoice Currency: USD
 Date Approved: 12/09/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,714.20
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,714.20
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$2,714.20	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$2,714.20**
Invoice Currency: USD
Billed Fees \$2,714.20
Billed Expenses \$0.00
Billed Total (excl. Tax) \$2,714.20

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	12/09/2021	\$2,714.20	
Elizabeth Triscari	Approved	12/09/2021	\$2,714.20	
Serengeti Administrator	AP Batch Run	12/15/2021	\$2,714.20	Batch ID: 007000108 (Sent to AP: 12/15/2021 3:03:15 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 3995237.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 1536974
 Date of Invoice: 12/12/2021
 Billing Period: 11/08/2021 - 11/30/2021
 Date Posted: 12/12/2021
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$1,092.00**
Invoice Currency: **USD**
 Date Approved: 12/13/2021
 Final Approver: Elizabeth Triscari
 Approved Fees \$1,092.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$1,092.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$1,092.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$1,092.00**
Invoice Currency: USD
Billed Fees \$1,092.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$1,092.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	12/12/2021	\$1,092.00	
Elizabeth Triscari	Approved	12/13/2021	\$1,092.00	
Serengeti Administrator AP Batch Run 12/15/2021 \$1,092.00 Batch ID: 007000108 (Sent to AP: 12/15/2021 3:03:15 AM)				

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 1536974.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4002882
 Date of Invoice: 01/12/2022
 Billing Period: 12/01/2021 - 12/29/2021
 Date Posted: 01/12/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$5,428.40
Invoice Currency: USD
 Date Approved: 01/12/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$5,428.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$5,428.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$5,428.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$5,428.40**
Invoice Currency: USD
Billed Fees \$5,428.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$5,428.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	01/12/2022	\$5,428.40	
Elizabeth Triscari	Approved	01/12/2022	\$5,428.40	
Serengeti Administrator AP Batch Run 01/19/2022 \$5,428.40 Batch ID: 007000113 (Sent to AP: 01/19/2022 3:03:06 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4002882.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4020874
 Date of Invoice: 03/03/2022
 Billing Period: 01/01/2022 - 01/21/2022
 Date Posted: 03/03/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$2,878.20**
Invoice Currency: **USD**
 Date Approved: 03/03/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,878.20
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,878.20
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$2,878.20	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$2,878.20**
Invoice Currency: USD
Billed Fees \$2,878.20
Billed Expenses \$0.00
Billed Total (excl. Tax) \$2,878.20

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	03/03/2022	\$2,878.20	
Elizabeth Triscari	TK Rates Reviewed	03/03/2022		
Elizabeth Triscari	Approved	03/03/2022	\$2,878.20	
Serengeti Administrator	AP Batch Run	03/09/2022	\$2,878.20	Batch ID: 007000120 (Sent to AP: 03/09/2022 3:03:14 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4020874.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4027034
 Date of Invoice: 03/18/2022
 Billing Period: 02/01/2022 - 02/18/2022
 Date Posted: 03/18/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$2,386.80**
Invoice Currency: **USD**
 Date Approved: 03/21/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,386.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,386.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$2,386.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$2,386.80**
Invoice Currency: USD
Billed Fees \$2,386.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$2,386.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	03/18/2022	\$2,386.80	
Elizabeth Triscari	Approved	03/21/2022	\$2,386.80	
Serengeti Administrator	AP Batch Run	03/23/2022	\$2,386.80	Batch ID: 007000122 (Sent to AP: 03/23/2022 3:03:14 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4027034.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4039404
 Date of Invoice: 04/21/2022
 Billing Period: 03/01/2022 - 03/08/2022
 Date Posted: 04/21/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$491.40
Invoice Currency: USD
 Date Approved: 04/25/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$491.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$491.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024	53155000		B24-01-0088				\$491.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$491.40**
Invoice Currency: USD
Billed Fees \$491.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$491.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	04/21/2022	\$491.40	
Elizabeth Triscari	Approved	04/25/2022	\$491.40	
Serengeti Administrator	AP Batch Run	04/27/2022	\$491.40	Batch ID: 007000126 (Sent to AP: 04/27/2022 3:02:27 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4039404.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4047768
 Date of Invoice: 05/16/2022
 Billing Period: 04/01/2022 - 04/25/2022
 Date Posted: 05/16/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$4,952.00
Invoice Currency: USD
 Date Approved: 05/16/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$4,952.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$4,952.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$4,952.00	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$4,952.00**
Invoice Currency: USD
Billed Fees \$4,952.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,952.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	05/16/2022	\$4,952.00	
Elizabeth Triscari	Approved	05/16/2022	\$4,952.00	
Serengeti Administrator AP Batch Run 05/18/2022 \$4,952.00 Batch ID: 007000128 (Sent to AP: 05/18/2022 3:02:49 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4047768.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4059658
 Date of Invoice: 06/16/2022
 Billing Period: 05/01/2022 - 05/20/2022
 Date Posted: 06/16/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$3,088.80**
Invoice Currency: **USD**
 Date Approved: 06/16/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$3,088.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$3,088.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$3,088.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$3,088.80**
Invoice Currency: USD
Billed Fees \$3,088.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$3,088.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	06/16/2022	\$3,088.80	
Elizabeth Triscari	Approved	06/16/2022	\$3,088.80	
Serengeti Administrator AP Batch Run 06/27/2022 \$3,088.80 Batch ID: 007000131 (Sent to AP: 06/27/2022 12:11:17 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4059658.html
Comments to Firm:
AP Route: PA - SAP

INVOICE***Invoice Information***

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25013876
 Date of Invoice: 06/27/2022
 Billing Period: 05/03/2022 - 05/31/2022
 Date Posted: 06/27/2022
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$460.00**
Invoice Currency: **USD**
 Date Approved: 06/28/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$460.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$460.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$460.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total \$460.00
Invoice Currency: USD
Billed Fees \$460.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$460.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	06/27/2022	\$460.00	
Elizabeth Triscari	Approved	06/28/2022	\$460.00	
Serengeti Administrator	AP Batch Run	06/29/2022	\$460.00	Batch ID: 007000132 (Sent to AP: 06/29/2022 3:03:23 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25013876.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4067731
 Date of Invoice: 07/12/2022
 Billing Period: 05/01/2022 - 06/20/2022
 Date Posted: 07/12/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$491.40
Invoice Currency: USD
 Date Approved: 07/12/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$491.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$491.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024	53155000		B24-01-0088				\$491.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$491.40**
Invoice Currency: USD
Billed Fees \$491.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$491.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	07/12/2022	\$491.40	
Elizabeth Triscari	Approved	07/12/2022	\$491.40	
Serengeti Administrator	AP Batch Run	07/13/2022	\$491.40	Batch ID: 007000134 (Sent to AP: 07/13/2022 3:02:55 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4067731.html
Comments to Firm:
AP Route: PA - SAP

INVOICE***Invoice Information***

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25020125
 Date of Invoice: 07/24/2022
 Billing Period: 06/08/2022 - 06/30/2022
 Date Posted: 07/24/2022
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$16,756.00**
Invoice Currency: **USD**
 Date Approved: 07/25/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$16,756.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$16,756.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$16,756.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$16,756.00**
Invoice Currency: USD
Billed Fees \$16,756.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$16,756.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	07/24/2022	\$16,756.00	
Elizabeth Triscari	Approved	07/25/2022	\$16,756.00	
Serengeti Administrator AP Batch Run 07/27/2022 \$16,756.00 Batch ID: 007000136 (Sent to AP: 07/27/2022 3:03:05 AM)				

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25020125.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4079467
 Date of Invoice: 08/11/2022
 Billing Period: 07/01/2022 - 07/25/2022
 Date Posted: 08/11/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$280.80
Invoice Currency: USD
 Date Approved: 08/11/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$280.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$280.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$280.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$280.80**
Invoice Currency: USD
Billed Fees \$280.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$280.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	08/11/2022	\$280.80	
Elizabeth Triscari	Approved	08/11/2022	\$280.80	
Serengeti Administrator	AP Batch Run	08/17/2022	\$280.80	Batch ID: 007000139 (Sent to AP: 08/17/2022 3:03:28 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4079467.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4095848
 Date of Invoice: 09/22/2022
 Billing Period: 08/01/2022 - 08/31/2022
 Date Posted: 09/22/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total \$4,001.40
Invoice Currency: USD
 Date Approved: 09/26/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$4,001.40
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$4,001.40
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$4,001.40	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$4,001.40**
Invoice Currency: USD
Billed Fees \$4,001.40
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,001.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	09/22/2022	\$4,001.40	
Elizabeth Triscari	Approved	09/26/2022	\$4,001.40	
Serengeti Administrator	AP Batch Run	09/28/2022	\$4,001.40	Batch ID: 007000145 (Sent to AP: 09/28/2022 3:03:48 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4095848.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25040916
 Date of Invoice: 09/30/2022
 Billing Period: 08/05/2022 - 08/31/2022
 Date Posted: 09/30/2022
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$2,012.50**
Invoice Currency: **USD**
 Date Approved: 10/06/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$2,012.50
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$2,012.50
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$2,012.50	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total \$2,012.50
Invoice Currency: USD
Billed Fees \$2,012.50
Billed Expenses \$0.00
Billed Total (excl. Tax) \$2,012.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Uploaded (on hold)	09/30/2022	\$2,012.50	
	Posted	10/04/2022	\$2,012.50	
Elizabeth Triscari	Approved	10/06/2022	\$2,012.50	
Serengeti Administrator	AP Batch Run	10/12/2022	\$2,012.50	Batch ID: 007000147 (Sent to AP: 10/12/2022 3:02:56 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25040916.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4105295
 Date of Invoice: 10/12/2022
 Billing Period: 09/01/2022 - 09/29/2022
 Date Posted: 10/12/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$4,071.60**
Invoice Currency: **USD**
 Date Approved: 10/13/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$4,071.60
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$4,071.60
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$4,071.60	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$4,071.60**
Invoice Currency: USD
Billed Fees \$4,071.60
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,071.60

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	10/12/2022	\$4,071.60	
Elizabeth Triscari	Approved	10/13/2022	\$4,071.60	
Serengeti Administrator	AP Batch Run	10/19/2022	\$4,071.60	Batch ID: 007000148 (Sent to AP: 10/19/2022 3:03:27 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4105295.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4119390
 Date of Invoice: 11/11/2022
 Billing Period: 10/01/2022 - 10/31/2022
 Date Posted: 11/11/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$8,636.44**
Invoice Currency: **USD**
 Date Approved: 11/14/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$7,593.60
 Approved Expenses \$1,042.84
 Approved Total (excl. Tax) \$8,636.44
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$8,636.44	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$8,636.44**
Invoice Currency: USD
Billed Fees \$7,593.60
Billed Expenses \$1,042.84
Billed Total (excl. Tax) \$8,636.44

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	11/11/2022	\$8,636.44	
Elizabeth Triscari	Approved	11/14/2022	\$8,636.44	
Serengeti Administrator	AP Batch Run	11/16/2022	\$8,636.44	Batch ID: 007000151 (Sent to AP: 11/16/2022 3:02:57 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4119390.html
Comments to Firm:
AP Route: PA - SAP

INVOICE***Invoice Information***

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25056836
 Date of Invoice: 11/18/2022
 Billing Period: 10/07/2022 - 10/31/2022
 Date Posted: 11/18/2022
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$460.00**
Invoice Currency: **USD**
 Date Approved: 11/21/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$460.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$460.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$460.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total \$460.00
Invoice Currency: USD
Billed Fees \$460.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$460.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	11/18/2022	\$460.00	
Elizabeth Triscari	Approved	11/21/2022	\$460.00	
Serengeti Administrator	AP Batch Run	11/23/2022	\$460.00	Batch ID: 007000152 (Sent to AP: 11/23/2022 3:03:11 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25056836.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4130722
 Date of Invoice: 12/08/2022
 Billing Period: 11/01/2022 - 11/30/2022
 Date Posted: 12/08/2022
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$1,825.20**
Invoice Currency: **USD**
 Date Approved: 12/09/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$1,825.20
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$1,825.20
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$1,825.20	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$1,825.20**
Invoice Currency: USD
Billed Fees \$1,825.20
Billed Expenses \$0.00
Billed Total (excl. Tax) \$1,825.20

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KL GATES Billing	Posted	12/08/2022	\$1,825.20	
Elizabeth Triscari	Approved	12/09/2022	\$1,825.20	
Serengeti Administrator	AP Batch Run	12/14/2022	\$1,825.20	Batch ID: 007000155 (Sent to AP: 12/14/2022 3:19:51 AM)

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4130722.html
Comments to Firm:
AP Route: PA - SAP

INVOICE

Invoice Information

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25066965
 Date of Invoice: 12/20/2022
 Billing Period: 11/08/2022 - 11/30/2022
 Date Posted: 12/20/2022
 Invoice Description/Comment: Active

Amount Approved

Approved Total \$345.00
Invoice Currency: USD
 Date Approved: 12/20/2022
 Final Approver: Elizabeth Triscari
 Approved Fees \$345.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$345.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024	53155000		B24-01-0088				\$345.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$345.00**
Invoice Currency: USD
Billed Fees \$345.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$345.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Posted	12/20/2022	\$345.00	
Elizabeth Triscari	Approved	12/20/2022	\$345.00	
Serengeti Administrator	AP Batch Run	12/21/2022	\$345.00	Batch ID: 007000156 (Sent to AP: 12/21/2022 3:20:04 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25066965.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition
Matter ID: 202000374

INVOICE

Invoice Information

Firm/Vendor: K&L Gates
 Office: Pittsburgh
 Invoice Number: 4140909
 Date of Invoice: 01/17/2023
 Billing Period: 12/01/2022 - 12/28/2022
 Date Posted: 01/17/2023
 Invoice Description/Comment: PAWC - Brentwood Sewer System Acquisition

Amount Approved

Approved Total **\$5,878.80**
Invoice Currency: **USD**
 Date Approved: 01/17/2023
 Final Approver: Elizabeth Triscari
 Approved Fees \$5,878.80
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$5,878.80
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000	B24-01-0088				\$5,878.80	100%	

Vendor Address & Tax Information in Legal Tracker

K&L Gates
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, Pennsylvania 15222-2613

Tel: 412 355.6500
 Fax: 412 355.6501

Remittance Address

For Checks-K&L Gates LLP
 PO Box 844255 Boston, MA 02284-4255
 For Wire-Acct. Name: K&L Gates LLP
 Bank: PNC Bank N.A. 500 First Ave 92
 Acct. No. 1077692783 ABA: 043000096

Swift Code: (for foreign wires) PNCCUS33
Pittsburgh, Pennsylvania 15219

Vendor Tax ID: 25-0921018
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total **\$5,878.80**
Invoice Currency: USD
Billed Fees \$5,878.80
Billed Expenses \$0.00
Billed Total (excl. Tax) \$5,878.80

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
KLGATES Billing	Posted	01/17/2023	\$5,878.80	
Elizabeth Triscari	Approved	01/17/2023	\$5,878.80	
Serengeti Administrator AP Batch Run 01/18/2023 \$5,878.80 Batch ID: 007000160 (Sent to AP: 01/18/2023 3:18:48 AM)				

Additional Financial Information

SAP Vendor ID: 107014
Name of Invoice File in .Zip: K&L Gates - 4140909.html
Comments to Firm:
AP Route: PA - SAP

INVOICE***Invoice Information***

Firm/Vendor: Cozen O'Connor
 Office: Philadelphia
 Invoice Number: 25084770
 Date of Invoice: 02/27/2023
 Billing Period: 01/19/2023 - 01/31/2023
 Date Posted: 02/27/2023
 Invoice Description/Comment: Active

Amount Approved

Approved Total **\$115.00**
Invoice Currency: **USD**
 Date Approved: 03/02/2023
 Final Approver: Elizabeth Triscari
 Approved Fees \$115.00
 Approved Expenses \$0.00
 Approved Total (excl. Tax) \$115.00
 Comments to AP:

Accounting Code Allocations

<u>Company Code</u>	<u>Cost Center</u>	<u>General Ledger</u>	<u>WBS</u>	<u>Internal Order</u>	<u>Profit Center</u>	<u>AWE Account String</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
1024		53155000		B24-01-0088			\$115.00	100%	

Vendor Address & Tax Information in Legal Tracker

Cozen O'Connor
 One Liberty Place
 Suite 2800 - 1650 Market Street
 Philadelphia, Pennsylvania 19103

Tel: (215) 665-2728
 Fax: 215 665 2013

Remittance Address

Cozen O'Connor
 7885
 P.O. Box 7247
 Philadelphia, Pennsylvania 19170-7885

Vendor Tax ID: 23-1732832
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: -

Amount Billed

Billed Total \$115.00
Invoice Currency: USD
Billed Fees \$115.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$115.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Kristina Bhatt	Uploaded (on hold)	02/27/2023	\$115.00	
	Posted	03/02/2023	\$115.00	
Elizabeth Triscari	Approved	03/02/2023	\$115.00	
Serengeti Administrator	AP Batch Run	03/08/2023	\$115.00	Batch ID: 007000167 (Sent to AP: 03/08/2023 3:15:26 AM)

Additional Financial Information

SAP Vendor ID: 107632
Name of Invoice File in .Zip: Cozen O'Connor - 25084770.html
Comments to Firm:
AP Route: PA - SAP

Matter Information

Matter Name (Short): Brentwood Sewer System Acquisition

100 McMorris Road
Pittsburgh, PA 15205**INVOICE**

Ship To:
 Client Name: **Pennsylvania American Water Company (CLI1086)**
 Client Address: P.O. Box 5606
 Cherry Hill, NJ 08034

Project Name: PAWC Brentwood Engineering Assessment Updates
 Project Number: C-41166-0004
 Invoice Number: 322950

Banking Information

Bank Name:
 Account Name:
 ABA #:
 Account #:

Project Information

Name: PAWC Brentwood Engineering Assessment Updates
 Purchase order #: 5000188490
 Municipality: Brentwood
 County: Allegheny
 State: PA

Final Invoice

Engineering Services relative to the Brentwood Borough Sanitary Sewer Engineering Assessment and associated updates as requested.

Invoice Date	Current Invoice	Date Due
Feb 10, 2023	\$192.75	Mar 12, 2023

Please make all checks payable to The Gateway Engineers, Inc. and reference the invoice number.

If you have any questions concerning this invoice, please contact: Daniel S. Deiseroth, President Emeritus, 412-427-4070.

ACCOUNTS RECEIVABLE

Current Invoice	0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Total Amount Due
\$192.75	\$1,557.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.25

CURRENT INVOICE INFORMATION

DESCRIPTION	LOCATION	HOURS	RATE	SUBTOTAL
Professional/Technical IV	Office	1.00	\$105.00	\$105.00
Professional/Technical V	Office	0.75	\$117.00	\$87.75
SUBTOTAL				\$192.75

Current Invoice Amount \$192.75
 Previous Unpaid Amount \$1,557.50
Total Amount Due \$1,750.25

Thank you for your business!



100 McMorris Road
Pittsburgh, PA 15205

INVOICE

Ship To:
Client Name: **Pennsylvania American Water Company (CLI1086)**
Client Address: P.O. Box 5606
Cherry Hill, NJ 08034

Project Name: PAWC Brentwood Engineering Assessment Updates
Project Number: C-41166-0004
Invoice Number: 321756

Banking Information

Bank Name:
Account Name:
ABA #:
Account #:

Project Information

Name: PAWC Brentwood Engineering Assessment Updates
Municipality: Brentwood
County: Allegheny
State: PA

Engineering Services relative to the sewer assessment and report updates.

Invoice Date	Current Invoice	Date Due
Jan 19, 2023	\$1,557.50	Feb 18, 2023

Please make all checks payable to The Gateway Engineers, Inc. and reference the invoice number.

If you have any questions concerning this invoice, please contact: Daniel S. Deiseroth, President Emeritus, 412-427-4070.

ACCOUNTS RECEIVABLE

Current Invoice	0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Total Amount Due
\$1,557.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,557.50

CURRENT INVOICE INFORMATION

DESCRIPTION	LOCATION	HOURS	RATE	SUBTOTAL
Professional/Technical IV	Office	2.00	\$95.00	\$190.00
Professional/Technical IV	Office	4.25	\$105.00	\$446.25
Professional/Technical V	Office	0.25	\$117.00	\$29.25
Professional/Technical VIII	Office	0.75	\$143.00	\$107.25
Professional/Technical XI	Office	2.75	\$179.00	\$492.25
Professional/Technical XII	Office	1.50	\$195.00	\$292.50
SUBTOTAL				\$1,557.50

Current Invoice Amount	\$1,557.50
Previous Unpaid Amount	\$0.00
Total Amount Due	\$1,557.50

Thank you for your business!



GATEWAY®

On Call. On Time. On Target.

THE GATEWAY ENGINEERS, INC.

100 MCMORRIS ROAD
PITTSBURGH, PA 15205-9401
412.921.4030 PHONE
855.634.9284 TOLL-FREE
412.921.9960 FAX

GatewayEngineers.com

Pennsylvania American Water Company (CLI1086)
P.O. Box 5606
Cherry Hill, NJ 08034

Invoice number 294678
Date 04/02/2021

Project **C-41166**

Professional Services - Work through March 27, 2021

Gateway Project Manager: Jennifer J. Slagle

PAWC/Brentwood Sanitary Sewer Engineering Assessment

Municipality: Brentwood
County: Allegheny
State: PA

Engineering services relative to the preparation of the Engineering Assessment. Work in progress.

Professional Fees

	Hours	Rate	Billed Amount
Professional/Technical II	3.00	71.00	213.00
Professional/Technical IV	12.00	95.00	1,140.00
Professional/Technical VI	3.50	119.00	416.50
Professional/Technical VII	6.50	131.00	851.50
Professional/Technical X	7.25	167.00	1,210.75
Professional/Technical XI	0.50	179.00	89.50
Professional Fees subtotal	32.75		3,921.25

Invoice total **3,921.25**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
293518	03/05/2021	8,513.05		8,513.05			
294678	04/02/2021	3,921.25	3,921.25				
	Total	12,434.30	3,921.25	8,513.05	0.00	0.00	0.00

**** Please write the above Invoice # on your check for accurate processing of your account ****



THE GATEWAY ENGINEERS, INC.

100 MCMORRIS ROAD
PITTSBURGH, PA 15205-9401
412.921.4030 PHONE
855.634.9284 TOLL-FREE
412.921.9960 FAX

GatewayEngineers.com

Pennsylvania American Water Company (CL11086)
P.O. Box 5606
Cherry Hill, NJ 08034

Invoice number 293518
Date 03/05/2021

Project **C-41166**

Professional Services - Work through February 27, 2021

Gateway Project Manager: Jennifer J. Slagle

PAWC/Brentwood Sanitary Sewer Engineering Assessment

Municipality: Brentwood
County: Allegheny
State: PA

Engineering services relative to the preparation of the Engineering Assessment. Work in progress.

Professional Fees

	Hours	Rate	Billed Amount
Professional/Technical II	3.25	71.00	230.75
Professional/Technical III	0.50	83.00	41.50
Professional/Technical IV	29.50	95.00	2,802.50
Professional/Technical VI	12.50	119.00	1,487.50
Professional/Technical VII	14.00	131.00	1,834.00
Professional/Technical X	11.00	167.00	1,837.00
Professional/Technical XI	1.50	179.00	268.50
Professional Fees subtotal	72.25		8,501.75

Reimbursable Expenses

	Billed Amount
Color Plots	9.00
Color Printing - Letter	0.20
Color Printing - Tabloid	2.10
Reimbursable Expenses: subtotal	11.30

Invoice total **8,513.05**

**** Please write the above Invoice # on your check for accurate processing of your account ****

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Costs/Benefits

11. Please describe known and anticipated general expense savings and efficiencies under Buyer's ownership. State the basis for all assumptions used in developing these costs and provide all supporting documentation for the assumptions, if available.

Response: PAWC's national purchasing power will produce savings for expenses after ownership. Estimated cost savings include the following:

- a. PAWC's contract pricing for pipe: 37% below the market index
- b. PAWC's light duty vehicle purchasing: 13% below dealer invoice

Other supply chain benefits include, but are not limited to, reliable and secure supply channels, improved warranties, price stability, strategic payment terms, discounting, and supplier responsiveness and support.

Under PAWC ownership, customers will experience more convenient and faster responses to their service requests and faster response times addressing system emergencies. PAWC also has many local functional specialists available to be the direct interface with customers supporting their needs and the wastewater system post-closing.

For additional examples, see Appendix A-14-a, Direct Testimony of Michael Salvo, PAWC Statement No. 1, pp. 19-21.

Provided by: **Michael Salvo, Senior Manager, Business Development,
Pennsylvania-American Water Company**

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Costs/Benefits

12. Please provide a copy of the Seller's request for proposals (if there was one) and any accompanying exhibits with respect to the proposed sale of the system.

Response: See **Attachment 12-a**; Borough of Brentwood Request for Qualifications for Sewer System Sale Exploration, dated January 22, 2020.

See **Attachment 12-b**; Borough of Brentwood Sewer System Request for Bids ("RFB") for Pre-Qualified Bidders Only, dated September 25, 2020.

Provided by: **Michael Salvo, Senior Manager, Business Development,
Pennsylvania-American Water Company**

BOROUGH OF BRENTWOOD

Request for Qualifications For
Sewer System Sale Exploration

Released: January 22, 2020

Responses Due: February 12, 2020

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4. Form of Confidentiality Agreement	10
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Section 1

Overview of RFQ and Process

1.1 Overview of RFQ Process

The Borough of Brentwood (“Brentwood” or “Borough”) is considering a sale of its sanitary sewer system (the “Sale”).

This Request for Qualifications (“RFQ”) is the first step in a potential two-stage procurement process, with the second step being the Request for Bids (“RFB”). Firms receiving this RFQ shall be referred to herein as “Prospective Proposers.” The purpose of this RFQ is to provide Prospective Proposers an opportunity to formally express their interest in bidding on Brentwood’s sanitary sewer collection and conveyance system assets described in Section 2 hereof (the “System”). Prospective Proposers who fail to respond to this RFQ or whose submissions in response to this RFQ are deemed unqualified cannot participate in the RFB process and are not eligible for award of the Sale. Prospective Proposers that express an intent to submit a response to this RFQ will be asked to sign a Confidentiality and Data Room Usage Agreement (“Confidentiality Agreement”) and will receive access to an on-line data room which will provide additional information concerning the System. Qualified Prospective Proposers may also have the opportunity to conduct additional due diligence on the System through (i) System tours and additional inspections by qualified Prospective Proposer representatives; (ii) management presentations (if applicable); and (iii) review and discussion of a proposed purchase agreement (the “Purchase Agreement”) for the System. Following this due diligence process, final and binding proposals will be submitted in accordance with a RFB to be issued to the qualified Prospective Proposers.

Brentwood reserves the right to determine in its sole discretion whether any Prospective Proposer is qualified to participate in the RFB process. Brentwood reserves the right to modify or terminate this RFQ process and/or the RFB process at any stage if Brentwood determines such action to be in its best interests. The receipt of proposals or other documents at any stage of either the RFQ or the RFB process will in no way obligate Brentwood to enter into any contract at any time with any party. Brentwood will not be responsible in any manner for the costs associated with the submission of any proposals in response to this RFQ, the RFB process or any subsequent procurement. Brentwood reserves the right to reject any and all proposals, irrespective of whether any such proposal is the only proposal received or one of a number of proposals representing the most favorable transaction terms. Brentwood may or may not authorize the release of a RFB which would define the terms and conditions of the Sale in accordance with the tentative schedule provided herein.

Section 2

Description of the System

2.1 Description of the System

The Brentwood Borough sewer collection system services approximately 4,000 residential and business connections. It consists of approximately 1,020 manholes and 200,000 feet of sewer lines ranging from 6" to 18" in diameter. There are no pump stations contained in the system. All of the sewage flow is sent to be treated at the Allegheny County Sanitary Authority's (ALCOSAN) treatment plant.

Exhibit A below shows the audited 2018 financial performance of the Borough's sanitary sewer system.

Exhibit A

2018 Audited Financial Performance	
Revenues	
Sewage Charges	\$3,818,653
Intergovernmental	\$63,664
Interest Earnings	\$16,612
Total Revenues	\$3,898,929
Expenses	
Public Works - Sanitation	\$2,498,401
Total Expenses	\$2,498,401
Operating Income	\$1,400,528

Consent Decree

The Borough has been in compliance with its EPA Consent Decree since entering into an agreement on March 24, 2004 that required a Phase I Sewer Assessment and the creation and implementation of an Operations and Maintenance Program Plan among other requirements.

More information on the system will be forthcoming after pre-qualification.

Section 3

RFQ Submission Requirements

3.1 Qualification Requirements and Evaluation Criteria

This RFQ is open to Prospective Proposers who seek qualification to submit a proposal to purchase the System. Qualification will be based on a determination by Brentwood, in its sole discretion, that the Prospective Proposer meets the requirements highlighted in this RFQ. Brentwood will assess each respondent's qualifications in the areas of experience and technical and financial capability. There will be no restriction as to the number of Prospective Proposers that may qualify under this RFQ. Certain Prospective Proposers may find that forming a team with partners will enhance their ability to meet the requirements of this RFQ. A team may consist of a prime/subcontractor relationship, a partnership or a joint venture, or any other arrangement that is legally binding under the laws of the Commonwealth of Pennsylvania. No change in the composition of a team after the RFQ process is complete shall be permitted without the prior consent of Brentwood.

Brentwood's evaluation will be based on the following criteria:

PROPOSER STRUCTURE

To qualify, the Prospective Proposer or with its partner(s) must demonstrate sufficient team structure with respect to the following areas:

1. Adequacy of proposed team structure to provide sufficient assurance that all technical and financial obligations will be met.
2. Adequacy of definition of roles and responsibilities of team members and key personnel.
3. Adequacy of disclosure of controlling interests and team integrity.

TECHNICAL CAPABILITY

To qualify, the Prospective Proposer must demonstrate technical capability with respect to the following areas of expertise:

1. Successful operation and maintenance of wastewater systems.
2. Customer service improvements and enhancements.
3. Customer safety, security, and environmental responsibilities.
4. Ability to execute an efficient, timely and seamless transition plan.
5. Capability to undertake required capital improvements.
6. Ability to offer other system enhancements with a demonstrated knowledge of technologies.

FINANCIAL CAPABILITY

To qualify, the Prospective Proposer must demonstrate financial capability with respect to the following areas:

1. Financial capability to make any upfront payment and undertake other commitments required under the Purchase Agreement.
2. Financial ability to maintain and upgrade the System.
3. Adequate sources of operating capital.
4. Ability to secure financing.
5. Ability to finance future asset expansion.

3.2 Format and Required Information

All RFQ submissions should follow the format outlined below. The written proposal shall be bound and prepared on 8-1/2" x 11" paper. A limited number of 11" x 17" fold-out sheets for exhibits are acceptable. All pages are to be sequentially numbered. Unnecessarily elaborate proposals are not being sought. Elaborate artwork, expensive paper and binding, and expensive visual and other preparation aids are neither necessary nor desirable. Any concerns with providing the required information should be communicated to the Advisor Representatives (identified in Section 3.4 below) in a prompt manner.

- A. Cover Page (to include identification of all team members)
- B. Cover Letter (2 pages maximum)
- C. Table of Contents
- D. Executive Summary (optional) (1 page maximum)
- E. Proposer Information
 - I. Description of Prospective Proposer: Provide a description of the team, including a description of all team members and the anticipated legal relationship (governance and capital structure) among the team members (e.g., partners, shareholders, members, operators, subcontractors, etc.) as appropriate. All equity investors should be identified.
 - II. Roles of Team Members and Key Personnel: Briefly outline the roles of the team members and key personnel. In doing so, please ensure that all the requirements as detailed in Section 3.1 are addressed.
 - III. Operator: Specifically identify the entity or entities that will act as operator of the System under the proposed Sale.
 - IV. Contact Person: Provide a single contact person for all future communication between Brentwood and the Prospective Proposer. Please identify the contact person's name, title, organization, address, telephone number, fax number, and email address.
 - V. Controlling Interest: Identify the individuals or companies who hold a major or controlling interest in each team member.
 - VI. Expected Advisors: Identify the companies and individuals who are expected to act as legal, financial, or other advisors for the team.
 - VII. Comparable Projects: Provide a list of comparable projects in which team members have participated. Prospective Proposers should specify how these comparable projects relate

to the proposed Sale, their specific role(s) on these other projects, and the extent to which team members have worked together in prior projects.

VIII. Provide at least three references, if available, in which the team or team members have experience with wastewater system purchase contracts with government entities. Include each reference's organization, title, e-mail and phone number.

F. Technical Capability. Prospective Proposers must address the following areas with respect to technical capability:

I. Operations and Maintenance Expertise: Prospective Proposers must provide evidence demonstrating their ability to operate and maintain facilities similar to the System. Specifically, Prospective Proposers should have:

- a. substantial sewer system maintenance and operation experience.
- b. advanced knowledge of sewer system maintenance, repair, construction, and practical application of equipment and materials in sewer system operations.
- c. demonstrated understanding in sewer system aging behavior to assess and determine the applicability of remedial maintenance action.
- d. all the capabilities necessary to successfully operate and maintain the System including sewer fee management and operations, administration, marketing and public relations.

II. Customer Service: Prospective Proposers must demonstrate their commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Prospective Proposer must highlight its experience and qualifications providing excellent customer service to the public using its sanitary wastewater services. Additionally, as a pre-requisite, the Prospective Proposer will be expected to provide a plan to execute a seamless transition to Prospective Proposer's operations while maintaining the highest standards of customer service.

III. Safety and Security: Prospective Proposers must demonstrate their ability to address and resolve safety and security issues. Specifically, the Prospective Proposer should have:

- a. knowledge of water and sewer system safety and security techniques and methodologies.
- b. experience in emergency response support.

IV. Capital Improvements. Prospective Proposers must demonstrate their ability to efficiently undertake prudent capital improvements to the System. Prospective Proposers must demonstrate expertise in relevant engineering standards, specifications, policies, practices, and processes.

G. Financial Capability. Prospective Proposers should address the following areas with respect to financial capability:

I. Financial Capacity to Make Upfront Payment, Maintain the System. Prospective Proposers must demonstrate their financial capacity to pay the upfront consideration and to maintain the System. To demonstrate sufficient financial capacity, the primary equity providers and operators must provide copies of audited financial statements for the past three years, together with any other relevant financial information. If audited financial statements cannot be provided, team members should provide enough financial

information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope.

- II. Ability to Raise Financing. Prospective Proposers must provide specific evidence demonstrating their ability to raise financing for a purchase of this nature and scope. Specific factors that will be assessed include:
 - a. capability of issuing debt and raising equity in the current capital market.
 - b. the number and size of past relevant transactions.
 - c. specific experiences on past relevant transactions.

- H. Confidentiality and Data Room Usage Agreement. Prospective Proposers must submit any proposed revisions to the Confidentiality Agreement for Brentwood approval prior to signing the required Confidentiality Agreement exhibited in Section 5. **Prospective Proposers are asked to submit a signed Confidentiality Agreement by January 31, 2020 along with their intent to respond to this RFQ.** Prospective Proposers may then be given access data room.

Should the submission contain proprietary data which the Prospective Proposer does not want disclosed for any purpose other than evaluation of qualifications, Brentwood will entertain requests for non-disclosure provided the firm identifies the appropriate sections/pages of the submission and the reason for doing so. However, Prospective Proposers are advised that Brentwood is subject to the Pennsylvania Right to Know Law (the “RTKL”) and the provisions of the RTKL govern the release or retention of information submitted to Brentwood. Brentwood’s decision with respect to this issue will be final.

Brentwood reserves the right to request a meeting or additional information from any Prospective Proposer at any time if it determines, in its sole discretion, that such information is necessary for consideration of the Prospective Proposer’s qualifications.

3.3 Advisors and Consultants to Brentwood

In addition to the Solicitor, the following firms are serving as advisors or consultants to Brentwood (collectively, the “Brentwood Advisors”) and are not able to provide service to any Prospective Proposers or participate as members of any team:

Financial Advisor(s):	PFM Financial Advisors LLC
Borough Solicitor:	Tucker Arensberg, P.C.
Borough Engineer:	Gateway Engineers, Inc.
Special Transaction Counsel:	Obermayer Rebmann Maxwell & Hippel LLP

Prospective Proposers may not rely on any of the foregoing firms for this RFQ, in determining any course of action in relation to the proposed transaction or otherwise, and are advised to seek their own independent financial and legal advice with respect thereto. Prospective Proposers are required to disclose any conflicts of interest with respect to the parties listed.

3.4 Registration and Submission Instructions

Prospective Proposers that anticipate responding to this RFQ must indicate their intention by **noon, EDT on January 31, 2020** by providing contact information via e-mail to the Advisor Representatives listed below in this RFQ. Providing contact information will enable Brentwood to contact the Prospective Proposer if necessary to amend this RFQ or for any other reason.

All contact should be directed only to the Advisor Representatives listed below. Prospective Proposers should not contact any officials or staff at Brentwood regarding this RFQ. Any such contact will be grounds for disqualification.

Advisor Representatives

Scott Shearer	John Frey	Benjamin Kapenstein	Garrett Moore
Managing Director	Director	Senior Analyst	Senior Analyst
Phone: (717) 232-2723	Phone: (717) 232-2723	Phone: (717) 232-2723	Phone: (717) 232-2723
shearers@pfm.com	freyj@pfm.com	kapensteinb@pfm.com	mooreg@pfm.com

To respond to this RFQ, interested parties must deliver to the addresses below an electronic copy of the RFQ submission and 5 hard copies of the RFQ no later than **noon EDT on February 12, 2020**.

Electronic copies should be sent to each of the following email addresses:

Shearers@pfm.com

Freyj@pfm.com

Kapensteinb@pfm.com

Mooreg@pfm.com

Hard copies should be sent to the following address:

Ben Kapenstein, Senior Analyst
PFM Financial Advisors LLC
213 Market Street
Third Floor Mail Room
Harrisburg, Pennsylvania 17101

3.5 RFQ Evaluation Process

Upon submission of the qualification documents, Brentwood staff and its Advisors (and any other persons or entities determined by Brentwood in its sole discretion) will evaluate each Prospective Proposer based upon the information provided in response to Section 3.2. Submissions will be evaluated in their entirety on a Pass/Fail basis. If a Prospective Proposer is notified that it is not qualified to participate in the RFB process or to continue to participate in the RFQ process, it may request reconsideration by writing to the Advisor Representatives within five (5) calendar days of receipt of the Notice, setting forth in writing the reasons the determination should be reconsidered. The Advisor Representatives will notify the Prospective Proposer of a final determination within a reasonable time after receiving the request for reconsideration. The ultimate decision will be final and conclusive regarding this RFQ. In the event of a request for reconsideration, if there is no response provided within 5 business days, the request shall be deemed denied.

Brentwood reserves the right to modify or terminate this solicitation and pursue alternative options at any stage if it determines such action to be in its best interests.

3.6 Tentative Transaction Schedule

Prospective Proposers who are deemed qualified by Brentwood, in its sole discretion, will be asked to participate in further due diligence as described in Section 1.1, and to ultimately provide final and binding proposals to Brentwood in order to purchase the System. Upon receipt of final proposals, Brentwood may make its selection. The approximate timing of this transaction will be as follows. This timeline is subject to change.

Tentative Transaction Schedule	
January 22, 2020	-Request for Qualifications ("RFQ") released
January 31, 2020	-Prospective proposers indicate intention to respond and submit signed Confidentiality Agreements
February 12, 2020	-Receive RFQ responses
Mid-February, 2020	-Qualify bidders
March 2020	-Management Meetings and Asset Tours
March 2020 – May, 2020	- Negotiate Transaction documents with Bidders - Release first draft of the Asset Purchase Agreement(s) ("APA")
June, 2020	-Release final transaction documents with Request for Bids ("RFB")
July, 2020	-Receive RFB responses
July, 2020	-Best and Final Offer ("BAFO") submission (if applicable) and award
August, 2020	-Board approval of transaction (official award)
TBD	-Finance Close - varies based on type of transaction and winning bidder

Section 4

Confidentiality Agreement

4.1 Form of Confidentiality Agreement

CONFIDENTIALITY AND DATA ROOM USAGE AGREEMENT

This Confidentiality and Data Room Usage Agreement ("Agreement") is made as of this ___ day of _____, 2020, by and between the Borough of Brentwood ("Brentwood"), and _____, a(n) [insert business entity type and State of formation] (the "Receiving Party").

Brentwood agrees to disclose to the Receiving Party certain information through a secure, virtual data room. The virtual data room will contain Brentwood information, which may include but is not limited to, user statistics, financial data, statistical data, and existing equipment. The Receiving Party agrees to access the virtual data room under the following terms and conditions.

1. **Confidentiality.** Subject only to the provisions of paragraph 2 below, the Receiving Party will not disclose any Confidential Information (as defined below) received from Brentwood to anyone except employees of the Receiving Party and those members of the Receiving Party's "project team" ("Team Members") with a need to know who have been informed by the Receiving Party of the confidentiality of such information. The Receiving Party agrees that it and its Team Members will use such information only for the purpose of preparing the Receiving Party's submittal in response to Brentwood's Request for Qualification (the "RFQ") and Request for Bids (the "RFB"). Upon the completion of the RFB process, or at such time if earlier that the Receiving Party decides that it does not wish to pursue the RFB process further, the Receiving Party acknowledges and agrees that its access to the virtual data room shall be terminated and it further agrees to destroy all copies of Confidential Information in its possession, as directed by Brentwood.

a. "Confidential Information" shall be all information disclosed, in writing, orally, visually, electronically or otherwise, by Brentwood to the Receiving Party, including all documents, data and/or information contained in Brentwood's virtual data room.

b. With respect to the Confidential Information, the Receiving Party specifically agrees to and shall cause all its Team Members to:

- i. Protect and preserve the confidential and proprietary nature of all Confidential Information and the information contained therein;
- ii. Not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information or the information contained therein to any third party for any purpose, except on a need to know basis as is reasonably necessary for evaluation by advisors, consultants or agents of the Receiving Party or potential investors or other financing

sources who have been informed by the Receiving Party of the confidentiality of such information, or otherwise as explicitly permitted in advance in writing by Brentwood;

- iii. Not use, transcribe or make records or copies of the Confidential Information except as necessary to prepare the Receiving Party's submittal to the RFB;
- iv. Limit the dissemination of the Confidential Information within the Receiving Party's own organization and within the organizations of any reasonably required advisors, consultants, agents, potential investors or other financing sources, to those individuals whose duties justify the need to know the Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential and proprietary nature of the Confidential Information in accordance with this Agreement;
- v. Notify Brentwood immediately of any loss or misplacement of Confidential Information, in whatever form; and
- vi. Promptly advise Brentwood if it learns of any unauthorized use or disclosure of the Confidential Information. In addition, the Receiving Party agrees to cooperate fully and provide any assistance necessary to protect against the unauthorized use or disclosure of such Confidential Information.

2. Exceptions. Notwithstanding the provisions of paragraph 1:

a. The Receiving Party's obligation with respect to keeping the Confidential Information confidential and with respect to the use of Confidential Information shall terminate with respect to any part of such information which is or becomes generally available to the public or which ceases to be confidential through no fault of the Receiving Party.

b. The Receiving Party shall not be precluded from disclosing or making any use whatsoever of any information which it can show was in its possession prior to the disclosure made by Brentwood or which subsequently comes into its possession from a source independent of Brentwood, which source was not, to the knowledge of Receiving Party, under any obligation of confidentiality to Brentwood, or which was independently developed by the Receiving Party.

c. For the purpose of keeping confidential the Confidential Information received by it, the Receiving Party agrees that it shall treat all such Confidential Information with no less than the same degree of care to avoid disclosure to any third party as the Receiving Party employs with respect to its own proprietary and confidential information.

d. In the event that the Receiving Party is ordered by a court of competent jurisdiction to release to a third party or to a court of competent jurisdiction any of the Confidential Information provided by Brentwood, the Receiving Party may release such Confidential Information provided, however, that the Receiving Party promptly notifies

Brentwood of such legal action in advance of the release of such Confidential Information. Brentwood shall have, to the extent provided by law, the opportunity to contest such legal action seeking release. Nothing contained herein shall be deemed to require the Receiving Party to disclose Confidential Information.

3. Accessing the Virtual Data Room. Within a reasonable time after both parties execute this Agreement, the Receiving Party will receive usernames and passwords to access the virtual data room.

4. Rules of Use. The virtual data room and all content within the virtual data room may not be copied, reproduced, republished, uploaded, posted, or transmitted except for which the print or download capability has been enabled or indicated in the virtual data room by Brentwood; provided, however, that Brentwood grants the Receiving Party non-exclusive, non-transferable, limited permission to access and display the Web pages within the virtual data room, solely on a computer or computers owned and operated by the Receiving Party. All materials contained within the virtual data room that are made available for downloading, access, or other use shall constitute Confidential Information and shall be governed by the terms of this Agreement.

5. Indemnification. The Receiving Party agrees that its compliance with this Agreement is of utmost importance and, accordingly, the Receiving Party agrees to indemnify, defend and hold harmless Brentwood and any third party (only to the extent a breach of this Agreement by the Receiving Party affects the proprietary rights of such third party) with respect to any claims, losses, damages and expenses (including reasonable outside attorney's fees) which are attributable to or arise out of the Receiving Party's and or the Team Members' breach of this Agreement. The obligations of the Receiving Party under this Agreement and the indemnification provisions provided herein shall survive termination of this Agreement. Further, the Receiving Party agrees that neither Brentwood nor any official, trustee, officer or employee thereof shall have any liability to the Receiving Party or any person asserting claims on behalf of the Receiving Party as a result of any matter associated with the transactions contemplated hereby, except in the case of willful misconduct of such party (and such exception shall apply only as to such party) or gross negligence, which is the sole cause of such claims, losses, damage and expenses, except as may be provided in the final definitive agreement regarding a transaction with respect to the RFB between Brentwood and the Receiving Party.

6. Insider Trading. The Receiving Party acknowledges that it is aware that United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this confidentiality agreement from purchasing or selling bonds or other securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such bonds or other securities.

7. Disclosure relating to negotiations or transaction status. Except as may be required by applicable law, without the prior written consent of Brentwood, the Receiving Party and its agents and employees shall not disclose to any person (including, without limitation, any person or entity directly or indirectly bidding on, or otherwise involved in, the transactions contemplated hereby) either the fact that discussions, negotiations or exchanges are taking place concerning possible transactions between Brentwood and the Receiving Party or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof and the Receiving Party's potential participation therein.

8. Waiver. No failure or delay by Brentwood in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. Disclaimer of Warranty. All Confidential Information is provided “as is.” Brentwood does not make any representation or warranty, either express or implied, as to its quality, adequacy, completeness, accuracy, fitness for a particular purpose, sufficiency or freedom from defects of any kind. Brentwood shall not be liable in damages of whatever kind as a result of the Receiving Party's reliance on or use of the Confidential Information provided hereunder, except as may be provided in a final definitive agreement regarding a transaction with respect to the RFB between Brentwood and the Receiving Party.

10. Remedies. The Receiving Party acknowledges that the breach of any of the covenants or agreements contained in this Agreement on the part of the Receiving Party and/or its employees will result in irreparable harm and continuing damages to Brentwood, and that Brentwood's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Brentwood at law or in equity, in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant, including, but not limited to, an injunction restraining the Receiving Party and/or its employees from disclosing, in whole or in part, any Confidential Information. The Receiving Party shall pay all of Brentwood's costs and expenses incurred in enforcing such covenants.

11. Ownership. Confidential Information disclosed hereunder shall be and remain the property of Brentwood. No license, right, title or interest is granted herein, directly or indirectly, by implication or otherwise, to the Confidential Information by virtue of Brentwood disclosing said Confidential Information to the Receiving Party, except such license or other rights as may be mutually and expressly agreed upon between the parties by separate written agreement.

12. Notice. Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as set forth on the signature page of this Agreement, or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

13. Parties. This Agreement inures to the benefit of Brentwood and is binding upon Brentwood and the Receiving Party, and their respective successors and assigns. This Agreement shall not be construed to recognize or create a joint venture, partnership, or other formal joint business or agency relationship.

14. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed within such State without regard to the conflict of laws principles thereof. Any dispute arising out of this Agreement, if litigated, shall be resolved by a state or federal court in Montgomery County, PA, and the parties hereby consent to the jurisdiction of such court.

15. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, the provisions of this Agreement being severable in such circumstances.

16. Entire Agreement. This Agreement (a) constitutes the entire agreement and supersedes all written and oral communications between the parties relating to the subject matter hereof, and (b) may be modified or amended only by a written instrument specifically stating that it modifies this Agreement, signed by the parties hereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same document.

18. Survival of Obligations, Termination. The obligation of the Receiving Party and Brentwood concerning confidentiality and non-use under this Agreement shall survive the termination of this Agreement for a period of three (3) years from the date of termination. Either Receiving Party or Brentwood may terminate this Agreement any time upon written notice to the other party.

IN WITNESS WHEREOF, Brentwood and the Receiving Party have executed this Agreement as of the day and year first above written.

RECEIVING PARTY

By: _____

Name: _____

Title: _____

Address for Notices:

Facsimile () _____ - _____

Borough of Brentwood

By: _____

Name: _____

Title: _____

Address for Notices:

Facsimile () _____ - _____

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Section 5

Disclaimer

5.1 Disclaimer

This RFQ has been prepared for informational purposes relating to the proposed transaction only and upon the express understanding that it will be used solely for the purposes set forth herein. This RFQ is based on information provided by Brentwood and other sources believed to be reliable; however, such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation or warranty of Brentwood or its Advisors. This RFQ does not purport to be all-inclusive or to contain all the information that a Prospective Proposer may desire in investigating the System. Neither Brentwood nor any Brentwood Advisor (collectively, the "Project Team") makes any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in connection with any further investigation of the System (the "Information"). Each member of the Project Team expressly disclaims any and all liability which may be based on the Information or any errors contained therein or omissions therefrom. No other person has been authorized by Brentwood to provide any information with respect to the proposed transaction or the System other than the Information, and, if given or made, such other information must not be relied upon as having been authorized by Brentwood. In furnishing this RFQ, no member of the Project Team undertakes any obligation to provide any Prospective Proposer with access to any additional information. A Prospective Proposer that ultimately enters into a final and binding Purchase Agreement with Brentwood shall be entitled to rely solely on the representations and warranties made to it by Brentwood in any such final and binding Purchase Agreement.

This RFQ shall not be deemed an indication of the state of affairs of the System or Brentwood nor shall it constitute an indication that there has been no change in the business or affairs of the System or Brentwood since the date hereof. The information and expressions of opinion contained herein are subject to change without notice, and neither the issuance of this RFQ nor any transaction that may be consummated pursuant to the RFB process shall, under any circumstances, create any implication that there has been no change in any of the information contained herein since the date hereof or the date as of which such information is given, if earlier.

BOROUGH OF BRENTWOOD
SEWER SYSTEM SALE - REQUEST FOR BIDS (“RFB”)
PRE-QUALIFIED BIDDERS ONLY

RFB Distributed: September 25, 2020

Proposals Due: October 28, 2020

1. GENERAL INFORMATION FOR THE PROPOSER:

This Request for Bids (“RFB”) is being provided to your team by the Borough of Brentwood, Allegheny County (together “Brentwood” or the “Seller”) to solicit a final, binding proposal (the “Proposal”) to enter into the Asset Purchase Agreement (the “APA” or the “Agreement”) for the sanitary sewer collection and conveyance system (the “Sewer System”).

The assets included in the Transaction are described in more detail in the APA. The final version of the A P A will be posted in the data room and labeled “Binding Proposal, Execution Copy” for clarity. Except for removing relevant bracketed information and filling in blanks, and except as otherwise provided herein, no changes will be permitted to the APA prior to signing, without written consent from Brentwood.

All recipients of this RFB submitted responses to the Request for Qualifications for Sewer System Monetization dated January 22, 2020 (the “RFQ”) and were determined to be eligible for consideration in moving forward with the proposed transaction process (“Pre-Qualified Proposers”). The Pre-Qualified Proposers were subsequently provided with the opportunity to conduct additional due diligence on the sewer system assets included in the Agreement (the “System”), including (i) access to an online data room, and (ii) meetings with Brentwood representatives and advisors. In addition, Brentwood solicited feedback on drafts of the Agreement.

2. SYSTEM DESCRIPTION:

All assets owned by the Seller comprising the System are set forth in Section 2.01 of the APA.

3. INFORMATION REQUIRED FROM PROPOSERS AND SELECTION CRITERIA:

All Pre-Qualified Proposers eligible to respond to this RFB were deemed eligible to move forward based on their demonstrated technical and financial qualifications detailed in their response to the RFQ. All Pre-Qualified Proposers who submit a response to this RFB (“Proposers”) must comply with the requirements set forth in this document for submitting a Proposal. Provided that the Proposal requirements are met and the Proposer is found to remain qualified, responsible and responsive, the award of the Agreement will be based on the amount of Purchase Price included as part of Proposal Form 6. In accordance with 62 Pa.C.S. §513(d), the contents of Proposals will not be publically disclosed at the time of opening of the Proposals.

Each Proposal shall be in writing and formatted in accordance with the following outline:

Section 1.0 Executive Summary

- Proposal Form 1: Transmittal Letter
- Proposal Form 2: Non-Collusion Affidavit

Section 2.0 Project Team and Technical Capability Information

- Proposal Form 3: Statement of Ownership - Proposer
- Proposal Form 4: Operator Information
- Proposal Form 5: Contract and Lobbyist Disclosure

Section 3.0 Business Proposal

- Proposal Form 6: Business Proposal

4. SUBMISSION INSTRUCTIONS AND REQUIREMENTS:

One (1) original and two (2) hard copies of the Proposal shall be submitted, with the original copy of the Proposal clearly marked as the original and must contain the original signature forms and other original documents. *All packages shall be sealed and clearly marked with the legend: “RESPONSE TO BRENTWOOD SEWER SYSTEM RFB.”* In accordance with Section 8 of this RFB, the contents of the Proposal will not be made public until after the award of a contract. The Proposal shall be submitted in a sealed envelope or package addressed to:

PFM Financial Advisors LLC
c/o Ben Kapenstein
213 Market Street
Mail Room Third Floor
Harrisburg, PA 17101

THE SEALED PROPOSAL MUST BE RECEIVED NO LATER THAN 2:00 P.M. EASTERN TIME ON OCTOBER 28, 2020.

To the extent there are any questions regarding delivery of the Proposal, please contact Ben Kapenstein at kapensteinb@pfm.com/717-512-2506.

By submitting a Proposal, Proposers acknowledge and agree to the following conditions:

- All Proposals submitted in response to this RFB shall become the property of Brentwood. As such, after the award of a contract, or after the opening and rejection of all Proposals, Proposals submitted will become public records subject to public review under applicable law, subject to certain exceptions as described in Section 8 of this RFB.
- The selection of a Proposal by Brentwood shall not waive or limit any assumptions of risk, provision of indemnity, or other obligations of the Proposer under the APA as may be executed between the Proposer and Brentwood.
- Proposers and their representatives shall comply with the communications protocol set forth in Section 5 of this RFB with respect to all communications concerning this RFB.
- Proposals shall comply with all content requirements of Section 3 of this RFB. Failure to comply with such requirements may result in a Proposer being deemed non-responsive.
- The pre-qualification of Proposers to receive this RFB and provide a Proposal does not waive or abridge the right of Brentwood to find that any Proposer is not qualified or that the Proposal is non-responsive to the requirements of this RFB.
- **Proposers should ensure that the written and numerical Purchase Price in Business Proposal 6 match. Should this not be the case, the binding Purchase Price will be assumed to be the lower of the two Purchase Price numbers.**
- **Bids must be submitted in the form and on the date required by this RFB. No further proposals, modifications or alternative offers will be considered pursuant to this RFB.**
- **Brentwood reserves the right to reject any and all bids and to determine not to proceed with a sale of the Sewer System at its sole discretion.**
- **Based on the outcome of regulatory determinations (if applicable) subsequent to the award of the winning bid hereunder, the Seller reserves the right to renegotiate certain terms of the APA, including purchase price, as it deems in its best interests and as are acceptable to the winning bidder, provided however that any adjustment to purchase price shall not result in a price that would have resulted in a Best and Final Offer bid process (“BAFO”) had such adjusted purchase price been the original bid price of Buyer or, if a BAFO has taken place pursuant to this RFB, such adjusted purchase price is higher than the next highest bid received by Seller in the BAFO.**

5. QUESTIONS AND REQUESTS FOR CLARIFICATION:

All questions and requests for clarification concerning this RFB shall be directed in writing (e-mail) to Ben Kapenstein, whose contact information is provided below, by **NO LATER THAN 2:00 PM EASTERN TIME ON OCTOBER 25, 2020**. No questions, written or oral, shall be accepted after this time.

Ben Kapenstein
PFM Financial Advisors LLC
kapensteinb@pfm.com

All questions and clarification requests should be submitted in writing, and Pre-Qualified Proposers are encouraged to submit such questions and clarification requests in advance of the above deadline. Answers to such questions provided by Brentwood will be in writing and will be made available to all Proposers.

6. POTENTIAL BID INCREASE DUE TO BEST-AND-FINAL OFFER (“BAFO”):

Your Proposal Form should represent your best offer. However, if the Purchase Prices set forth in Proposal Form 6 of one or more of the offers received by such deadline (other than the offer setting forth the highest amount of Purchase Price) is within 10% of the amount of the Purchase Price in such highest offer, Brentwood will allow the Proposer whose offer sets forth the highest amount of Purchase Price and any Proposer(s) whose offer is within 10% of such highest amount of Purchase Price (the “Applicable Proposers”) to increase the amount of proposed Purchase Price by submitting an increased proposal form to be provided by Brentwood at that time.

If necessary, Brentwood will provide further instructions to all Applicable Proposers for submitting such increased proposal forms; however, the timing for submission of such increased proposal forms will be at the complete discretion of Brentwood. All other terms of the offer will remain the same. You should not assume that you will be given the opportunity to increase the amount of your Purchase Price under any other circumstances.

7. APPROVAL AND SIGNING:

Brentwood intends to select the Proposer that offers the highest Purchase Price set forth in either Proposal Form 6 under the terms set forth during the procurement process for this transaction, provided that the Proposer complies with all requirements set forth in this RFB for submitting a final Proposal and is found to remain qualified, responsible and responsive. Execution of the Agreement by Brentwood will be subject to final approval and authorization by the Seller’s Council (the “Council”). A recommendation will be submitted to the Council, shortly after the conclusion of the proposal process. After selection of a Proposal and approval by the Council, the selected Proposer and Brentwood shall be required to execute the APA.

8. CONFIDENTIALITY AND DISCLOSURE TO THIRD PARTIES:

The existence and contents of this letter are subject to the confidentiality agreement that you previously executed. We ask you to remind all members of your team of your obligations under such confidentiality agreement and the indemnity obligation for any violation thereof.

Proposers should be aware that records of Brentwood are subject to the provisions of the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. (“RTK Law”), and that with certain exceptions, such records are subject to public disclosure. Brentwood understands that in responding to this RFB, Proposers will be submitting information, including financial data that the parties desire to be kept confidential. It is Brentwood’s position that this RFB is part of a competitive proposal transaction process, and that prior to the award of a contract or prior to the opening and rejection of all proposals, all such submissions are confidential and exempt from disclosure under the Section 708(b)(26) of the RTK Law, 65 P.S. §67.708(b)(26).

Proposers are advised, however, that following award of a contract or the opening and rejection of all Proposals, such submissions may be subject to public disclosure unless they are otherwise exempt from disclosure under another provision of the RTK Law. Records and information submitted by Prospective Proposers that constitute “trade secrets” or “confidential proprietary information” as defined in the RTK Law are exempt from disclosure under Section 708(b)(11), 65 P.S. §67.708(b)(11). “Confidential proprietary information” includes commercial and financial information which is privileged or confidential to the submitting party and the disclosure of which would cause substantial harm to the competitive position of the person who submitted the information. Proposers are advised that if they believe any information being submitted in response to this Request for Feedback Proposals constitutes or references trade secret or confidential propriety information, they should clearly so label any such information with a prominent label of either: “TRADE SECRET” or “CONFIDENTIAL PROPRIETARY INFORMATION.” Any such claims may be subject to review pursuant to the procedures set forth in the RTK Law. If Brentwood, the Pennsylvania Office of Open Records or a court determines that such information does not qualify as a trade secret or confidential proprietary information, such information may be subject to public disclosure.

9. RIGHT TO REJECT BIDS AND SALE; MODIFICATION OF PRICE:

Brentwood reserves the right to reject any and all bids and to determine not to proceed with a sale of the Sewer System. In addition, based on the outcome of regulatory determinations (if applicable) subsequent to the award of the winning bid hereunder, the Seller reserves the right to renegotiate certain terms of the APA, including purchase price, as it deems in its best interests and as are acceptable to the winning bidder, provided however that any adjustment to purchase price shall not result in a price that would have resulted in a Best and Final Offer bid process (“BAFO”) had such adjusted purchase price been the original bid price of Buyer or, if a BAFO has taken place pursuant to this RFB, such adjusted purchase price is higher than the next highest bid received by Seller in the BAFO.

PROPOSAL FORMS

**Proposal Form 1 - Brentwood Sewer System RFB
Transmittal Letter**

{to be prepared on Proposer’s Letterhead}

[Date], 2020

PFM Financial Advisors LLC
c/o Ben Kapenstein
213 Market Street
Mail Room Third Floor
Harrisburg, PA 17101

Re: Brentwood Sewer System Request for Bids

Dear Brentwood:

_____ (the “Proposer”) hereby submits the attached Proposal in response to Brentwood Sewer System Request for Bids (the “RFB”) issued by Brentwood (“**Brentwood**”) on September 25, 2020, as amended.

The undersigned Proposer hereby unconditionally and irrevocably offers to enter into the Asset Purchase Agreement (the “**APA**”) for identified sewer facilities owned and operated by Brentwood. Capitalized terms not otherwise defined in this Proposal have the meanings set forth in the APA.

The Proposer, by its undersigned duly-authorized representative, hereby covenants, certifies, represents, and warrants, as follows in connection with this Proposal:

1. ***RFB and Addendum Acknowledgement.*** The Proposer acknowledges receipt of the RFB and the following addenda to the RFB:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. ***Due Authorization.*** The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer.

3. **Completeness; Warranty as to Proposal Information.** The Proposer has submitted all Proposal Forms and such Proposal Forms are a part of this Proposal. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that will rely on such information and statements in determining which Proposals are responsive and responsible, and in ultimately selecting the Proposal deemed most advantageous to Brentwood and executing the Agreement.
4. **Identity of Buyer.** The Buyer will be the Proposer, provided that the Proposer may, prior to the execution of the Agreement pursuant to paragraph 8 below, create a subsidiary to be the Buyer (the “Subsidiary”), in which event the Subsidiary shall carry out all of the obligations of the Buyer under the Agreement from and after such execution.
5. **Final Agreements.** The Proposer agrees to enter into the Agreement in each case in the form identified as “Binding Proposal, Execution Copy” as posted in the Virtual Data Room for this Transaction (except for filling in indicated blanks and completion of Schedules as provided therein).
6. **Purchase Price.** The amount of the Purchase Price that Proposer will pay pursuant to Section 3.01 of the Agreement will be the total set forth in Proposal Form 6.
7. **Proposal Effective Period.** This Proposal and offer shall remain in effect and irrevocable until 5:00 p.m. Eastern Daylight Savings Time on June 30, 2021, unless extended to 5:00 p.m. Eastern Daylight Savings Time on September 30, 2021 by Brentwood or unless further extended by mutual consent of both Brentwood and the Proposer (the “Termination Time”). In the event that the Proposal submission date is delayed, the Termination Time will be extended for the same such period. If Brentwood does not give written notice to the Proposer that Brentwood is prepared to enter into the Agreement on or prior to the Termination Time, this offer and the terms of this Proposal shall terminate at the Termination Time.
8. **Agreement Execution.** If at any time prior to the Termination Time, Brentwood gives written notice to the Proposer, at the address specified below, that they are prepared to enter into the Agreement with the Proposer, the Proposer will, within two Business Days of its receipt of such notice, execute and deliver the Agreement to Brentwood.
9. **Debarment.** Neither the Proposer, the Operator, nor any other member of Proposer’s project team is currently suspended or debarred from doing business with any governmental entity.
10. **Contract Disclosures.** Except as disclosed in Proposal Form 5, neither Proposer nor any member of Proposer’s team has entered into any arrangement with any person or entity involving a finder’s fee, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements that could present a real or perceived conflict of interest.
11. **No Litigation.** There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Proposer, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the Proposer to perform its obligations under the Agreement contemplated hereby, or which, in

any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any agreement or instrument entered into by the Proposer in connection with the Transaction contemplated hereby.

12. ***Certain Representations.*** The Proposer represents and warrants that (1) Proposer has full power and authority to make this offer and submit this Proposal; (2) Proposer, or the Subsidiary, will have full power and authority to execute and deliver the Agreement pursuant to the terms hereof; (3) such actions do not and will not violate the terms of any of the Proposer's or the Subsidiary's organizational documents or any agreement binding upon it or the terms of any Applicable Law; (4) no further consent to this offer or Proposal or to the execution of the Agreement pursuant to the terms hereof is required to be obtained from any other Person or Governmental Authority; and (5) this offer and Proposal constitute, and the Agreement, if executed pursuant to the terms hereof, will constitute duly authorized, valid and legally binding obligations of the Proposer, or the Subsidiary, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfers, or other laws affecting creditor's rights generally, and subject to general principles of equity (regardless of whether in law or in equity).
13. ***Material Changes.*** The Proposer has disclosed as an attachment to this Proposal all material changes from the information provided in the Proposer's RFQ Response.
14. ***Principal Contact.*** The principal contact person who will serve as the interface between the Governmental Party and the Proposer for all communications is:

NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

Submitted by:

Name of Proposer

Name of Designated Signatory

Signature

Title

**Proposal Form 2- Brentwood Sewer System RFB
Non-Collusion Affidavit**

STATE OF _____)

COUNTY OF _____)

I, [INSERT DESIGNATED SIGNATORY NAME], a resident of _____ MUNICIPALITY OR OTHER JURISDICTION, in the State of [INSERT STATE], of full age, being duly sworn according to law, on my oath depose and say that:

(1) I am the [INSERT TITLE] of [INSERT PROPOSER NAME], organized under the laws of the state of [INSERT STATE NAME], the Proposer making the Proposal in response to the Brentwood Sewer System Request for Bids issued by Brentwood on September 25, 2020, as amended, and that I executed said Proposal with full authority to do so;

(2) The pricing information set forth in this Proposal have been arrived at independently without collusion, fraud, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such pricing information with any other Proposer or anyone employed by or representing Brentwood;

(3) Unless otherwise required by law, the pricing information which has been quoted in this Proposal has not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer, directly or indirectly, to any other Proposer or to any competitor prior to execution of the Agreement; and

(4) No attempt has been made or will be made by the Proposer to induce any other person or entity to submit or not to submit a Proposal for the purpose of restricting competition.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State/Commonwealth of _____

County of _____

On this _____ day of _____, 2020, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Non-Collusion Statement and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the State/Commonwealth of

(seal)

(Name printed)

Residing at _____

Commission Number _____

**Proposal Form 3- Brentwood Sewer System RFB
Statement of Ownership – Proposer**

Name of Proposer:

Business Address:

Legal Form of Proposer:

State of Incorporation or Organization:

If not organized in Pennsylvania, is Proposer authorized to do business in Pennsylvania? Yes
 No

List Names and Titles of All Principal Officers and Directors:

Significant Equity Owners of the Proposer:

List the names, business addresses and percentage ownership interests of all Persons (individuals or entities) who own, directly or indirectly, 10% or more of the capital stock, units, partnership or membership interests, or other equity interests or securities of the Proposer (including options, warrants and other rights to acquire such equity interests) (the "Significant Equity Owners"). If none, please state "NONE." If one or more such Significant Equity Owner(s) of Proposer is an entity, then list the names and addresses of all Significant Equity Owners of such entity; if none, please state "None." This disclosure shall be continued until names and addresses of every Significant Equity Owners exceeding the ten percent ownership criteria of each entity listed has been identified. Additional pages may be attached.

<i>Name</i>	<i>Address</i>	<i>% Interest</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposal Form 4- Brentwood Sewer System RFB
Operator Information

If the Proposer is not the Operator, the Proposer must clearly identify the entity or entities that will serve as the Operator under the APA. For the proposed Operator, please provide the following information.

1. **Name & Address of Proposed Operator:**
2. **Operator's Primary Representative:**
3. **Operator Experience (if not previously provided in response to the RFQ):**
4. **Operator's References (if not previously provided in response to the RFQ):**
5. **Material Change:** Any change in condition (financial or otherwise), development, occurrence or circumstance that could be materially adverse to the Operator that has arisen after the date of the RFQ and which would have been responsive to the RFQ if such change, development, occurrence or circumstance had arisen prior to the Proposer's response to the RFQ.

Proposal Form 5- Brentwood Sewer System RFB
Contract and Lobbyist Disclosure

Proposer hereby certifies that except as listed below, neither Proposer nor any member of Proposer's team has entered into any arrangement with any person or entity involving a finder's fee, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements that could present a real or perceived conflict of interest. (If there are no such arrangements, please write NONE)

<i>Name of Person or Entity</i>	<i>Disclosure and Description of Arrangement</i>

 Name of Proposer

 Name of Designated Signatory

 Signature

 Title

**Proposal Form 6- Brentwood Sewer System RFB
TWO-YEAR RATE FREEZE
Business Proposal**

For the purposes of Proposal Form 6, please provide your Purchase Price assuming that a two-year rate freeze, as outlined in the APA, were to be imposed by Brentwood.

The amount of the Purchase Price that Proposer offers to pay pursuant to Section 3.01 of the Agreement is:

US\$ _____ [in numbers],

_____ [in words] United States Dollars.

Proposers should ensure that the written and numerical Purchase Price in this Business Proposal exactly match. Should this not be the case, the binding Purchase Price will be assumed to be the lower of the two Purchase Price numbers.

Name of Proposer

Name of Designated Signatory

Signature

Solely for the purpose of illustration, (but required for a conforming bid), please provide nonbinding indicative rates that relate to the Purchase Price above.

Indicative monthly rates for the next 8 years (assuming 4,000 gallons/month usage):

2021 _____	2022 _____	2023 _____	2024 _____
2025 _____	2026 _____	2027 _____	2028 _____

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Costs/Benefits

13. Please provide a copy of the proposal and exhibits of the Buyer for the purchase of Seller's system.

Response: See **Attachment 13-a (CONFIDENTIAL)**: Pennsylvania-American Water Company's Response to Request for Qualifications Submission, dated February 12, 2020.

See **Attachment 13-b (CONFIDENTIAL)**: Pennsylvania-American Water Company Response to Borough of Brentwood Request for Bids, dated October 28, 2020.

Provided by: Michael Salvo, Senior Manager, Business Development,
Pennsylvania-American Water Company

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Costs/Benefits

14. Provide a copy of the Buyer's offer to purchase the Seller's system and the Seller's response to that offer.

Response: See Attachment 13-b (**CONFIDENTIAL**) PAWC's Response to Borough of Brentwood's Request for Bids, dated October 28, 2020.

**Provided by: Michael Salvo, Senior Manager, Business Development
Pennsylvania-American Water Company**

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Appraisals

15. For each UVE in this case, please provide the following, if not already provided:
- a. A list of valuations of utility property performed by the UVE;
 - b. A list of appraisals of utility property performed by the UVE
 - c. A list of all dockets in which the UVE submitted testimony to a public utility commission related to the appraisal of utility property; and
 - d. An electronic copy of or electronic link to testimony in which the UVE testified on public utility fair value acquisitions in the past two years.

Response: Jerome C. Weinert, Principal and Director – Weinert Appraisal and Depreciation Services LLC (“WAD Consultants”)

- a. Please see Mr. Weinert's Curriculum Vitae attached to **Appendix A-14-b** of the Application, Direct Testimony of Jerome C. Weinert, PAWC Exhibit JCW-1 (PAWC Statement No. 4).
- b. Please see Mr. Weinert's response to a. above.
- c. Please see below list of dockets in which Mr. Weinert submitted testimony to a public utility commission related to the appraisal of utility property:

A-2016-2580061 – New Garden
A-2017-2606103 – McKeesport
A-2018-3001582 – East Bradford
A-2018-3002437 – Sadsbury
A-2018-3004933 – Exeter
A-2019-3006880 – Steelton
A-2019-3008491 – Cheltenham
A-2019-3009052 – East Norriton
A-2019-3014248 – Kane

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
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A-2020-3019634 – Royersford
A-2020-3019859 - Valley Township Water
A-2020-3020178 - Valley Township Wastewater
A-2020-3021460 – Upper Pottsgrove Wastewater
A-2021-3024267 – Lower Makefield
A-2021-3026132 – East Whiteland
A-2021-3027268 – Willistown
A-2021-3024681 – City of York
A-2022-3037047 – Butler Area Sewer Authority (“BASA”)

- d. In the past two years, Mr. Weinert submitted testimony in the below dockets. Links to the dockets where Mr. Weinert testified are below:
- i. City of McKeesport – A-2017-2606103
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2017-2606103
 - ii. East Bradford Township A-2018-3001582
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3001582
 - iii. Sadsbury Township – A-2018-3002437
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3002437
 - iv. Exeter Township – A-2018-3004933
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3004933
 - v. Steelton Borough – A-2019-3006880
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3006880
 - vi. Cheltenham Township – A-2019-3008491
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3008491
 - vii. East Norriton – A-2019-3009052
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3009052
 - viii. Kane – A-2019-3014248
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3014248
 - ix. Borough of Royersford – A-2020-3019634
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2020-3019634

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood’s Wastewater Assets**

**Section 1329 Application Standard Data Requests
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- x. Valley Township – A-2020-3019859
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2020-3019859
- xi. Valley Township – A-2020-3020178
<https://www.puc.pa.gov/docket/A-2020-3020178>
- xii. Upper Pottsgrove Township - A-2020-3021460
<https://www.puc.pa.gov/docket/A-2020-3021460>
- xiii. Lower Makefield - A-2021-3024267
<https://www.puc.pa.gov/docket/A-2021-3024267>
- xiv. East Whiteland - A-2021-3026132
<https://www.puc.pa.gov/docket/A-2021-3026132>
- xv. Willistown - A-2021-3027268
<https://www.puc.pa.gov/docket/A-2021-3027268>
- xvi. City of York - A-2021-3024681
<https://www.puc.pa.gov/docket/A-2020-3024681>
- xvii Butler Area Sewer Authority – A-2022-3037047
<https://www.puc.pa.gov/docket/A-2022-3037047>

**Response: Harold Walker III, Manager, Financial Studies
Gannett Fleming Valuation and Rate Consultants, LLC (“Gannett Fleming”)**

- a. Please see Mr. Walker’s Curriculum Vitae attached as Exhibit HW-1 to Mr. Walker’s direct testimony, included as **Appendix A-13-b** to the Application (Brentwood Statement No. 2). Starred items represent dockets where Mr. Walker presented testimony related to the appraisal of utility property.
- b. Please see Mr. Walker’s response to a. above.
- c. Please see Mr. Walker’s response to a. above.
- d. In the past two years, Mr. Walker submitted testimony in the below dockets. Links to the dockets where Mr. Walker testified are below:
 - i. Limerick Township – A-2017-2605434

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
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- http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2017-2605434
- ii. Mahoning Township – A-2018-3003519
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3003517
- iii. Mahoning Township – A-2018-3003517
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3003517
- iv. East Bradford Township A-2018-3001582
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3001582
- v. Exeter Township – A-2018-3004933
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2018-3004933
- vi. Cheltenham Township – A-2019-3008491
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3008491
- vii. East Norriton – A-2019-3009052
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3009052
- viii. Kane Borough Authority - A-2019-3014248
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3014248
- ix. Delaware County Regional Water Quality Control Authority – A-2019-3015173
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2019-3015173
- x. Borough of Royersford – A-2020-3019634
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2020-3019634
- xi. Valley Township – A-2020-3019859
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=A-2020-3019859
- xvii. Valley Township – A-2020-3020178
<https://www.puc.pa.gov/docket/A-2020-3020178>
- xviii. Upper Pottsgrove Township - A-2020-3021460
<https://www.puc.pa.gov/docket/A-2020-3021460>

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Appraisals

16. Please explain each discount rate used in the appraisals, including explanations of the capital structure, cost of equity and cost of debt. State the basis for each input. Provide all sources, documentation, calculations and/or workpapers used in determining the inputs.

Response: Jerome C. Weinert, Principal and Director – WAD Consultants

Please see the Direct Testimony of Jerome C. Weinert, Application **Appendix A-14-b** (PAWC Statement No. 4) at pp. 15 -17. Information on the discount rate can also be found in Application **Appendix A-5.1** (WAD Appraisal), the section entitled “Cost of Capital/Required Return” and at **CONFIDENTIAL Appendix A-4.2** to the Application (WAD electronic workpapers).

**Response: Harold Walker III, Manager, Financial Studies
Gannett Fleming**

Please see the direct testimony of Harold Walker III, included as **Appendix A-13-b** to the Application (Brentwood Statement No. 2) at pp. 19-21, **Appendix A-5.2** to the Application (Gannett Appraisal), and **CONFIDENTIAL Appendix A-4.2** to the Application (Gannett electronic workpapers).

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Appraisals

17. Please explain whether the UVE used replacement cost or reproduction cost and why that methodology was chosen.

Response: Jerome C. Weinert, Principal and Director – WAD Consultants

WAD Consultants used replacement cost. Please see Direct Testimony of Jerome C. Weinert, Application **Appendix A-14-b** (PAWC Statement No. 4) at p. 6 for an explanation of why the replacement cost was chosen.

**Response: Harold Walker III, Manager, Financial Studies
Gannett Fleming**

Gannett Fleming used the original cost new (OCN) to calculate the trended original cost (TOC) measures, or the reproduction cost of the depreciable assets by multiplying the OCN by specific cost indices. We converted reproduction cost new to replacement cost new (RCN) after factoring in obsolescence. We used the TOC method because the mandated use of the Engineering Assessment's original cost essentially dictates the use of TOC over the reproduction cost or the replacement cost methods. Please see the direct testimony of Harold Walker III, included as **Appendix A-13-b** to the Application (Brentwood Statement No. 2) at p. 17-18 for an explanation of why this method was chosen.

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Appraisals

18. Please provide a copy of the source for the purchase price and number of customers for each comparable acquisition used in the appraisals.

**Response: Jerome C. Weinert, Principal and Director
WAD Consultants**

The source of the purchase prices used in the comparable sales approach to the Market Approach was the Asset Purchase Agreements in those transactions. Please see Attachment 18 for excerpts from those agreements. Mr. Weinert compared purchase price to original cost less depreciation, replacement cost new less depreciation, Earnings Before Interest Taxes Depreciation and Amortizations (EBITDA) and customers in the comparable sales approach. The purchase price and customers associated with each transaction used in the Market Approach are provided in Mr. Weinert's Direct Testimony Application **Appendix A-14-b** (PAWC Statement No. 4) at pp. 12-15.

**Response: Harold Walker III, Manager, Financial Studies
Gannett Fleming**

Please see pages 9 to 80 of Exhibit 23 (workpapers) from **Appendix A-4.2** to the Application (Gannett Appraisal) for the source for the purchase price and number of customers for each comparable acquisition used in the Gannett Appraisal.

Pennsylvania Section 1329 Water and Wastewater Transactions

Utility System	Acquirer	Date	Purchase Price \$
New Garden Sewer System	Aqua Pennsylvania (Aqua PA)	August 2016	29,500,000
McKeesport Wastewater	Pennsylvania American (PAWC)	September 2016	156,000,000
Limerick Wastewater	Aqua PA	November 16, 2016	75,100,000
East Bradford Wastewater	Aqua PA	December 20, 2017	5,000,000
Sadsbury Wastewater	PAWC	September 5, 2017	9,500,000
Mahoning Water	SUEZ	April 20, 2018	4,734,800
Mahoning Wastewater	SUEZ	April 20, 2018	4,765,200
Steelton Water	PAWC	November 14, 2018	22,500,000
Exeter Wastewater	PAWC	May 28, 2018	96,000,000
Cheltenham Wastewater	Aqua PA	June 2018	50,250,000
East Norriton Wastewater	Aqua PA	October 29, 2018	21,000,000
Kane Wastewater	PAWC	September 30, 2018	17,560,000
Royersford Wastewater	PAWC	December 10, 2019	13,000,000
Valley Water	PAWC	December 17, 2019	7,325,000
Valley Wastewater	PAWC	December 17, 2019	13,950,000
DELCORA	Aqua PA	September 17, 2019	276,500,000
Upper Pottsgrove	PAWC	April 28, 2020	13,750,000
Lower Makefield	Aqua PA	September 17, 2020	53,000,000
East Whitland	Aqua PA	January 8, 2021	54,930,000
Willistown	Aua PA	January 20, 2021	17,500,000
City of York	PAWC	April 6, 2021	235,000,000

Water and Wastewater System Sales
Comparable Sales Approach

Market Sales Data post Section 1329

RowID	Pennsylvania Public Utility Commission Case	Approximate Date	Buyer	Seller	Type of Purchase Process	County	Type of Facility Wastewater Collection and Treatment	Initial Purchase Price	Final Purchase Price ¹	Number of Total Customers	Relationship to the passage of Section 1329
1	A-2017-2606103	9/1/2016	PA American Water	City of McKeesport		Allegheny	Wastewater Collection and Treatment	156,000,000	159,000,000	21,953	Post
2	A-2016-2580061	8/1/2016	Aqua PA	New Garden Twp. SA		Chester	Wastewater Collection and Paid for and Owned Treatment	29,500,000	29,500,000	2,106	Post
3	A-2017-2605434	11/16/2016	Aqua PA	Limerick Township		Montgomery	Wastewater Collection and Treatment System	75,100,000	64,373,378	5,434	Post
4	A-2018-3001582	12/10/2017	Aqua PA	East Bradford Township		Chester	Wastewater Collection and paid for treatment Capacity	5,000,000	5,000,000	1,248	Post
5	A-2018-3003519	4/20/2018	SUEZ	Mahoning	Competitive 2 bidders	Carbon	Water Distribution System	4,734,800	4,734,800	1,186	Post
6	A-2018-3003517	4/20/2018	SUEZ	Mahoning	Competitive 2 bidders	Carbon	Wastewater Collection	4,765,200	4,765,200	1,451	Post
7	A-2019-3008491	6/1/2018	Aqua PA	Cheltenham	Competitive 3 bidders	Montgomery	Wastewater Collection	50,250,000	50,250,000	10,500	Post
8	A-2019-3006880	11/14/2018	PA American Water	Steelton	Competitive 4 bidders	Dauphin	Water Distribution and Treatment	22,500,000	21,750,000	2,325	Post
9	A-2018-3002437	1/1/2017	PA American Water	Sadsbury		Chester	Wastewater Collection	9,250,000	8,600,000	998	Post
10	A-2018-3004933	5/28/2018	PA American Water	Exeter		Berks	Wastewater Collection and Treatment	96,000,000	93,500,000	9,000	Post
11	A-2019-3009052	10/29/2018	Aqua PA	East Norriton	Competitive 3 bidders: Aqua, F	Montgomery	Wastewater Collection	21,000,000	21,000,000	4,950	Post
12	A-2019-3014248	9/30/2018	PA American	Kane		McKean	Wastewater Collection and Treatment	17,560,000	17,560,000	2,006	Post
13	A-2020-3019634	12/10/2019	PA American	Royersford		Montgomery	Wastewater Collection and Treatment	13,000,000	13,000,000	1,596	Post
14	A-2020-3019859	12/17/2019	PA American	Valley		Chester	Water Treatment and Distribution System	7,325,000	7,325,000	1,459	Post
15	A-2020-3014248	12/17/2019	PA American	Valley Delaware County Regional Water Quality Authority (DELCOA)		Chester	Wastewater Collection System	13,950,000	13,950,000	1,644	Post
16	A-2019-3015173	12/31/2019	Aqua PA	Upper Pottsgrove	Competitive 2 bidders PAWC & Aqua	Delaware	Wastewater Collection and Treatment	276,500,000	276,500,000	16,473	Post
17	A-2020-3021460	4/28/2020	PA American Water	Upper Pottsgrove	Competitive 2 bidders PAWC & Aqua	Montgomery	Wastewater Collection and Treatment	13,750,000	13,750,000	1,428	Post
18	A-2021-3024267	9/17/2020	Aqua PA	Lower Makefield	Competitive 3 bidders 2 IOUs AQUA & PAWC & 1 Muni	Bucks	Purchased Treatment Capacity	53,000,000	53,000,000	11,151	Post
19	A-2021-3026132	1/8/2021	Aqua PA	East Whiteland Township		Chester	Wastewater Collection and Purchased Treatment Capacity	54,930,000	54,930,000	3,918	Post
20	A-2021-3027268	1/20/2021	Aqua PA	Willistown Township		Chester	Wastewater Collection and Treatment	17,500,000	17,500,000	2,294	Post
21	A-2021-3024681	4/6/2021	PA American Water	City of York		York	Wastewater Collection and Treatment	235,000,000	235,000,000	15,851	Post

ASSET PURCHASE AGREEMENT

Between

NEW GARDEN TOWNSHIP

And

NEW GARDEN TOWNSHIP SEWER AUTHORITY

And

AQUA PENNSYLVANIA WASTEWATER, INC.

August ____, 2016

New
GRABBY

b. The purchase price for the Assets will consist of payment of Twenty-nine Million Five Hundred Thousand Dollars (\$29,500,000.00) (the "Purchase Price") to be paid by Buyer at Closing in one lump sum payment of immediately available funds. Buyer and Seller agree that the results of the appraisals pursuant to Act 12 (as defined herein) shall have no effect on the Purchase Price.

c. Buyer also agrees to contribute Twenty Thousand Dollars (\$20,000.00) toward Seller's closing costs.

2.6 Assumption of Liabilities and Contracts

a. Buyer will (a) satisfy and comply with all conditions and requirements of the permits specified in Schedule 2.6(a) upon transfer of such permits to Aqua.

b. Seller and Buyer shall: (I) obtain consents to the assignment of the contracts listed on Schedule 2.6(b), section I from all parties to said contracts if required by the terms of the respective contracts; and (II) arrange for the termination or amendment of the contract listed on Schedule 2.6(b), section II and the execution of a new agreement or, in the case of an amendment, an assignment, that is agreeable to Aqua in its sole discretion, with any such new agreement to replace the terminated contract. The contracts listed on Schedule 2.6(b) are collectively referred to herein as the "Assumed Liabilities".

c. Seller hereby acknowledges that, following the effective time of Closing, Aqua shall be responsible for the provision of wastewater service to the customers of Seller.

d. All other liabilities and obligations of Seller shall remain the sole responsibility of Seller. Other than the Assumed Liabilities, Buyer shall not assume and shall not be liable for, and Seller shall indemnify and hold harmless Aqua and its officers, employees and agents from and against, any and all liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, known or unknown at the time of Closing.

3. CLOSING

Closing hereunder (the "Closing") shall take place at the offices of Lamb McErlane PC, located at 24 E. Market St., West Chester, PA 19381 or other mutually agreed upon location, commencing at 10:00 a.m. local time, on the later to occur of: (i) one hundred fifty (150) days from the date Seller accepts Buyer's offer, as evidenced by the date of Seller's execution of this Agreement, and (ii) forty-five (45) days (a) after receipt of the last required unappealed regulatory approval of the transactions contemplated herein and (b) fulfillment of all conditions precedent under Section 4 hereof. Seller may terminate this Agreement should Buyer fail to obtain unappealed regulatory approval of the transactions contemplated herein within 365 days of the Effective Date, unless mutually extended in writing. The date of the Closing is referred to herein as the "Closing Date". The effective time of the Closing shall be 12:01 a.m. on the day following the Closing Date.

Execution Copy

ASSET PURCHASE AGREEMENT

By and Among

THE CITY OF MCKEESPORT,

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT

AS SELLER

and

PENNSYLVANIA AMERICAN WATER COMPANY

AS BUYER

Dated as of September ____, 2016

118857971_10

Execution Copy

not set forth on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful to the operation of the System, the 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.

(e) From the date of this Agreement until the Closing Date, the Seller shall collect accounts receivable and pay accounts payable in the ordinary course and in a manner consistent with its past practices.

ARTICLE III.

ESCROW AND PURCHASE PRICE

Section 3.01. **Escrow Amount.** At Closing, Seven Million Eight Hundred Thousand Dollars (\$7,800,000) of the Purchase Price (defined below) shall be deposited in escrow (the "**Escrow Fund**") with the Escrow Agent pursuant to an escrow agreement in the form of **Exhibit A**, by and among the Seller, the City, the Buyer and the Escrow Agent (the "**Closing Escrow Agreement**") to provide for any indemnification claims of the Buyer due and payable by the Seller pursuant to Section 8.02 herein; *provided, however*, that the Escrow Fund shall be released to the Seller or the City (in accordance with the Closing Escrow Agreement) on the Escrow Release Date, except for any amount reasonably required to cover any indemnification claim made by the Buyer prior to such date.

Section 3.02. **Purchase Price.** The purchase price for the Acquired Assets shall be One Hundred Fifty-Six Million Dollars (\$156,000,000) or the final appraised value as determined under 66 Pa.C.S. Section 1329, whichever is higher (the "**Purchase Price**") which shall be paid as follows:

(a) Within five (5) Business Days of the Effective Date, Buyer shall deposit Five Million Dollars (\$5,000,000) of the Purchase Price, payable to the City in immediately available funds (the "**Signing Cash Deposit**"), subject to Section 14.02 and secured by the City with a duly executed note (the "**Deposit Note**"), in the form attached hereto as Exhibit B;

(b) Within five (5) Business Days of receipt of written notice from the City that it has due and owing specific payables which meet the definition of Appropriate Use, such payables meet or exceed the amount set forth below and such payables are specifically identified in said notice, but in any case not prior to January 15, 2017, Buyer shall deposit Two Million Dollars (\$2,000,000) of the Purchase Price, payable to the City in immediately available funds (the "**2017 Cash Deposit**") and together with the Signing Cash Deposit, the "**Deposits**"), subject to Section 14.02 and secured by the City with the Deposit Note.

(c) At Closing, Buyer shall (i) provide for payment in full the total amount of Outstanding Indebtedness (less any amounts of Outstanding Indebtedness actually assumed by

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

Limerick Township, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of November 16, 2016

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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 the 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 the Seller, pay, perform and discharge the liabilities and obligations of the 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, the Seller shall, at Buyer'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 the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 as an Assigned Contract as of the date hereof, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 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 the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the 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 AND ADDITIONAL CONSIDERATION

Section 3.01. Purchase Price and Additional Consideration. The purchase price for the Acquired Assets shall be Seventy-Five Million One Hundred Thousand Dollars (\$75,100,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for the payment in full the total amount of Outstanding Indebtedness; and

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.01(c), Buyer shall pay to the Seller at Closing by wire transfer

ASSETS PURCHASE AGREEMENT
Between
EAST BRADFORD TOWNSHIP
And
AQUA PENNSYLVANIA WASTEWATER, INC.

December 20, 2017

within thirty (30) days after receipt thereof.

*ENST
Berklee*

1.4 Excluded Assets

The Assets shall not include any of the following (collectively, the "Excluded Assets"):

- a. Any and all customer service laterals that run from the curb area (or edge of road or right-of-way) to each of the individual customer's residences or structures.
- b. Any and all piping and fixtures internal to each of the individual customer's residences or structures.
- c. Any of Seller's cash, investments, cash equivalents and accounts, including without limitation any accounts receivable or unbilled charges for Services furnished for periods prior to and up to the Closing Date.
- d. The real and personal property, including the improvements on said real property, described in Schedule 1.4.
- e. Any other asset, property, easement or interest as is shown in Schedule 1.4.

1.5 Consideration

The aggregate cash purchase price for the Assets is FIVE MILLION U.S. Dollars (\$5,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer at Closing, by wire transfer of immediately available funds to Seller.

Buyer and Seller agree to utilize the procedures under Act 12 of 2016, 66 Pa. C.S. § 1329 ("Section 1329") in completing this transaction.

Buyer agrees to and shall (i) assume at Closing the Assumed Liabilities (hereinafter defined), and (ii) pay at Closing Seller's actual, out-of-pocket costs incurred for services performed, excluding attorneys' fees, after the date of this Agreement in order to comply with the PUC Implementation Order, provided such costs do not relate to the Original Cost Study or any update thereto, and further provided such costs do not relate to the preparation and completion of the Seller's Utility Valuation Expert appraisal report and any additional work by the Seller's Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the Pennsylvania Public Utility Commission ("PUC") in regard to this transaction under Section 1329. Buyer and Seller will be responsible for the costs associated with their respective Utility Valuation Experts. Buyer and Seller agree that the costs associated with the licensed engineer to develop and finalize the Engineer's Assessment will be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

Upon its execution and delivery of this Agreement to the Seller, the Buyer shall obtain a performance bond equal to ten percent (10%) of the Purchase Price (the "Bond"). The Bond

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of SUEZ Water Pennsylvania Inc.,	:	
Pursuant to the Pennsylvania Public Utility Code,	:	A-2018-3003517
66 Pa. C.S. § 1102(a), and 66 Pa. C.S. § 1329	:	
For approval of 1) the transfer, by sale, of	:	
Substantially all of the Township of Mahoning’s	:	
Assets, properties and rights related to its	:	
Wastewater collection and conveyance system to	:	
SUEZ Water Pennsylvania Inc., and 2) the rights	:	
Of SUEZ Water Pennsylvania Inc. to begin to	:	
Offer or furnish Wastewater collection and	:	
Conveyance service to the public in portions of the	:	
Townships of Mahoning, Cooper and Valley,	:	
Montour County, Pennsylvania	:	

Application of SUEZ Water Pennsylvania Inc.,	:	
Pursuant to the Pennsylvania Public Utility Code,	:	A-2018-3003519
66 Pa. C.S. § 1102(a), and 66 Pa. C.S. § 1329	:	
For approval of 1) the transfer, by sale, of	:	
Substantially all of the Township of Mahoning’s	:	
Assets, properties and rights related to its water	:	
Distribution system to SUEZ Water	:	
Pennsylvania Inc., and 2) the rights of SUEZ Water	:	
Pennsylvania Inc. to begin to offer or furnish	:	
Water distribution service to the public in	:	
Portions of the Townships of Mahoning, Cooper	:	
And Valley, Montour County, Pennsylvania	:	

RECOMMENDED DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

this issue is ripe for review and does not construe the Joint Petitioners' assent to this term to operate as their preapproval of SUEZ Water Pennsylvania Inc.'s request.

9. That SUEZ Water Pennsylvania Inc. may defer depreciation related to post-acquisition improvements not recovered through the DSIC for book and ratemaking purposes. The Commission recognizes that the Joint Petitioners reserve their rights to litigate their positions fully in future rate cases when this issue is ripe for review and does not construe the Joint Petitioners' assent to this term to operate as their preapproval of SUEZ Water Pennsylvania Inc.'s request.

10. That, pursuant to 66 Pa. C.S. § 1329(d)(iv), SUEZ Water Pennsylvania Inc. may include, in its next base rate case, a claim for transaction and closing costs related to the acquisition of the Mahoning water and wastewater systems. The Commission recognizes that the Joint Petitioners reserve their rights to litigate their positions fully in future rate cases when this issue is ripe for review and does not construe the Joint Petitioners' assent to this term to operate as their preapproval of SUEZ Water Pennsylvania Inc.'s request.

11. That the Commission's Secretary's Bureau shall issue Certificates of Filing or approvals for the following agreements between SUEZ Water Pennsylvania Inc. and a municipal corporation:

- (1) Asset Purchase Agreement Between Township of Mahoning and SUEZ Water Pennsylvania Inc., dated April 20, 2018;
- (2) Water Service Agreement dated July 9, 2001, between Danville Municipal Authority and Mahoning Township Authority;
- (3) Service Agreement dated October 17, 2005 between Valley Township and Mahoning Water Authority;
- (4) Connection and Conveyance Agreement dated October 16, 2017 between the Township of Mahoning and Cooper Township Municipal Authority;
- (5) Service Agreement dated October 17, 2005 between Valley Township and Mahoning Sewer Authority;

13. SWPA was notified by Mahoning that SWPA was selected as the successful bidder for the Systems, and Mahoning sent a draft asset purchase agreement to SWPA for review and comment. SWPA Statement No. 1 p. 9.

14. The final asset purchase agreement (“APA”) was signed on April 20, 2018. SWPA Statement No. 1 p. 9.

15. The APA sets forth the terms and conditions pursuant to which Mahoning will sell, and SWPA will purchase, substantially all assets, properties and rights that Mahoning owns and uses in connection with the Systems. Under the APA, the closing of the Transaction will occur after the receipt of all applicable governmental approvals, including approvals from the Commission, and after all applicable conditions have been met (or waived) by the parties. SWPA Statement No. 1 p. 10.

16. Upon closing of the Transaction, SWPA will take ownership of the Systems and begin rendering water distribution and wastewater collection and conveyance services to Mahoning’s current customers and Mahoning will permanently discontinue providing or furnishing water distribution and wastewater collection and conveyance service to the public. SWPA Statement No. 1 p. 10.

17. The negotiated purchase price is \$9,500,000 for both the Water System and the Wastewater System. SWPA has allocated \$4,734,800 of the negotiated purchase price to the Water System and \$4,765,200 of the negotiated purchase price to the Wastewater System. SWPA Statement No. 1 pp. 11-12.

D. The Application and the Utility Valuation Expert (“UVE”) Appraisals

18. On July 20, 2018, SWPA filed an application with the Commission to acquire the Water System (the “Water Application”) and an application to acquire the Wastewater System (“Wastewater Application”) (together, the “Applications”). Water

ASSET PURCHASE AGREEMENT
BETWEEN
TOWNSHIP OF SADBURY
AND
PENNSYLVANIA-AMERICAN WATER COMPANY

SEPTEMBER 5, 2017

(c) Any and all grinder pumps, piping and fixtures located at the curb-line or edge-of-the road to and throughout the customer's property and included as components of the Customer Sewer Laterals;

(d) Any and all stormwater system facilities including, but not limited to: (a) facilities located on, in, within, or under the real property, including easements, that is a part of the Assets, (b) facilities that are connected to the System and located within the public rights-of-way and (c) facilities or assets used in the operation of a municipal separate stormwater system;

(e) Seller's cash on hand on the date of Closing and Seller's account receivables related to the System for services rendered through the close of business on the Closing Date;

(f) All rights of Seller under this Agreement and related Bill of Sale and Assignment of Contracts Agreement as it pertains to the transfer and sale herein contemplated; and

(g) the specific assets, properties and rights of Seller set forth on Schedule 1.3.

1.4 Accounts Receivable. Accounts receivable for wastewater services related to the System rendered through the close of business on the Closing Date shall be excluded assets as per Section 1.3, and accounts receivable for wastewater services related to the System rendered thereafter shall belong to PAWC.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price for the Assets.

(a) Upon its execution and delivery of this Agreement to the Seller, PAWC shall remit a deposit of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00) (i) which shall be retained by Seller in the event that the Closing does not occur for any reason other than Seller's default under this Agreement or a failure of a condition precedent under Section 8.1 below, and (ii) which, in the event of Closing, shall be applied to the Purchase Price.

(b) Subject to the terms and conditions of this Agreement, the purchase price (the "Purchase Price") for the Assets shall be NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000.00). The parties agree that the Purchase Price represents the "negotiated purchase price" for such Assets, pursuant to the valuation process set forth in Section 1329 of the Public Utility Code, 66 Pa.C.S. § 1329. The Purchase Price shall be payable directly to Seller on the Closing Date by wire transfer or by corporate check, at Seller's discretion.

2.2 Use of Fair Market Valuation Process. Following the execution of this Agreement, PAWC and Seller shall each take such any and all further actions as are necessary 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, PAWC and Seller have each engaged a utility valuation expert from the list of such experts maintained by the Pennsylvania Public Utility Commission ("PUC") and have jointly selected and engaged a licensed engineer for the purposes set forth in Section 1329(a)(4) of the Public Utility Code, 66 Pa.C.S. § 1329(a)(4). The final reports of each of the two utility valuation experts are attached as Schedule 2.2. All costs and expenses associated with the utility valuation experts shall be the responsibility of the party engaging such expert. All costs and expenses associated with the licensed engineer jointly selected by the parties were shared equally between PAWC and Seller prior to the execution of this Agreement. PAWC

EXECUTION COPY

ASSET PURCHASE AGREEMENT

By and Between

Steelton Borough Authority

As Seller

and

Pennsylvania-American Water Company

As Buyer

Dated as of November 14, 2018

the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 as an Assigned Contract as of the date hereof, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 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 the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the 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.

(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 Twenty Two Million Five Hundred Thousand Dollars (\$22,500,000). The Purchase Price shall be payable directly to seller on the Closing Date by wire transfer.

(b) Use of Fair Market Valuation Process. Following the execution of this Agreement, Buyer and Seller shall each take such actions as are necessary 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 other than HRG from the list of such experts maintained by the PaPUC and shall jointly utilize HRG, a licensed engineer 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 the licensed engineer jointly utilized by the parties shall be shared equally between the Buyer and Seller. Seller agrees that Buyer shall prosecute an application for approval of the transaction contemplated by this Agreement and Buyer agrees that: (1) Seller has the right to intervene and participate in any regulatory or legal proceeding relating to the application, including negotiation or execution of a settlement agreement related to the application; (2) Buyer shall not oppose

ASSET PURCHASE AGREEMENT
Between
TOWNSHIP OF EXETER
(as Seller)
and
PENNSYLVANIA-AMERICAN WATER COMPANY
(AS BUYER)
dated as of May 24, 2018

Article 2.4 Excluded Liabilities. Any other liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any liabilities and obligations of Seller arising under or to be performed under the Collective Bargaining Agreement and any liabilities or obligations with respect to any Compensation Plan that the Seller maintains, contributes to, has an obligation to contribute to or otherwise has any liability with respect thereto, and any withdrawal liability or funding obligation incurred by Buyer on or after the Closing with respect to any multi-employer pension plan (the "Excluded Liabilities").

Article 2.5 Customer Billing. Unless Buyer and Seller agree to a different procedure prior to Closing, Seller shall issue final bills for all customer accounts in accordance with its current billing practices after the Closing Date.

Article 2.6 Purchase Price.

a) **Purchase Price.** Subject to Section 3.4, the purchase price for the sale, transfer, assignment, conveyance and delivery of the Assets shall be \$96,000,000.00 as may be adjusted in accordance with the terms of this Agreement (the "Purchase Price"), which shall be paid by Buyer to Seller at Closing in one lump sum payment by cash or by wire transfer of immediately available funds. Buyer and Seller agree that the results of any appraisals pursuant to Act 12 (defined below) shall have no effect on the Purchase Price.

b) **Deposit.** Within fourteen (14) days after the Effective Date, Buyer shall remit a deposit in the form of a performance bond in substantially the form attached hereto as Exhibit "A" (the "Bond") in the amount of \$9,600,000.00 (equal to ten percent (10%) of the Purchase Price) ("Deposit"). The Bond is payable to Seller and the surety company shall pay to Seller the amount of the Bond under the circumstances set forth in Sections 10.1(a) and 10.2(c), if applicable. Upon Closing, Seller will provide a full and unconditional discharge and release of the Bond by way of a written release letter addressed to and in a form reasonably satisfactory to the surety company (the "Bond Release").

c) **Intentionally Deleted.**

d) **Transfer Taxes.** Any and all deed stamps or transfer taxes that may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Assets to Buyer (collectively, "Transfer Taxes"), shall be borne equally between Buyer and Seller.

**ARTICLE 3
CLOSING**

Article 3.1 Closing. The Closing hereunder (the "Closing") shall take place at the offices of Fox Rothschild LLP at 2000 Market Street, Philadelphia, Pennsylvania, or other mutually agreed upon location, commencing at 10:00 a.m. local time, within five (5) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived, or at such other place and time as may be mutually agreed to by the

Execution Copy

ASSET PURCHASE AGREEMENT

By and Between

Township of Cheltenham, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of June __, 2018

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Cheltenham

ARTICLE III.

PURCHASE PRICE

Section 3.01. Purchase Price

. The purchase price for the Acquired Assets shall be Fifty Million Two Hundred Fifty Thousand Dollars (\$50,250,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for payment in full of the total amount of Outstanding Indebtedness (less any amounts of Outstanding Indebtedness actually assumed by Buyer pursuant to clause (ii) below) and/or (ii) subject to the provisions of Section 7.07, assume any of Seller's obligations related to the Outstanding Indebtedness and obtain a release of Seller from all obligations thereunder in such form and terms reasonably acceptable to Seller and/or provide written evidence of such payment in full to Seller in such form reasonably acceptable to Seller, at Buyer's discretion;

(b) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(c), to Seller by wire transfer of immediately available funds the balance of the Purchase Price (after taking into account the amount paid or assumed by Buyer pursuant to Section 3.01(b)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) Final Billing: The Parties agree that Buyer shall be entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and Seller shall be entitled to all such billings for the period prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

Section 3.02. Fair Consideration

. The Parties acknowledge and agree that the consideration 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 consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. Allocation of the Purchase Price

. Buyer and Seller agree that the Purchase Price (which for purposes of this Section 3.03 shall include any liabilities required to be treated as part of the Purchase Price for federal income tax

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Execution Version

ASSET PURCHASE AGREEMENT

By and Between

Township of East Norriton, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of October 29, 2018

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Aqua-East Norriton Asset Purchase Agreement

Page 3 of 82

ARTICLE III.

PURCHASE PRICE

East Norriton

Section 3.01. Purchase Price. The purchase price for the Acquired Assets shall be Twenty-One Million Dollars (\$21,000,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for payment in full of the total amount of Outstanding Indebtedness (less any amounts of Outstanding Indebtedness actually assumed by Buyer pursuant to clause (ii) below) and/or (ii) subject to the provisions of Section 7.06, assume any of Seller's obligations related to the Outstanding Indebtedness and obtain a release of Seller from all obligations thereunder in such form and terms reasonably acceptable to Seller and/or provide written evidence of such payment in full to Seller in such form reasonably acceptable to Seller, at Buyer's discretion;

(b) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(c), to Seller by wire transfer of immediately available funds the balance of the Purchase Price (after taking into account the amount paid or assumed by Buyer pursuant to Section 3.01(b)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) **Final Billing:** The Parties agree that Buyer shall be entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and Seller shall be entitled to all such billings for the period prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

Section 3.02. Fair Consideration. The Parties acknowledge and agree that the consideration 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 consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. Allocation of the Purchase Price. At Buyer's request and Seller shall agree that the Purchase Price (which for purposes of this Section 3.03 shall include any liabilities required to be treated as part of the Purchase Price for federal income tax purposes), as may be adjusted pursuant to this Section 3.03, shall be allocated among the Acquired Assets in accordance with the allocation reflected in a schedule prepared by Buyer in accordance with this Section 3.03 (the "Allocation Schedule"). Within sixty (60) days following the final determination of the Purchase Price pursuant to Section 3.01, Buyer shall deliver to Seller a draft of the Allocation Schedule setting forth Buyer's proposed allocation for Seller's review. Seller shall have the right to review and reasonably comment upon Buyer's proposed Allocation Schedule, *provided*, that (a) such proposed Allocation Schedule shall be deemed approved by Seller and shall be final and binding upon the Parties unless Seller provides written notice of

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Aqua-East Norriton Asset Purchase Agreement

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ASSET PURCHASE AGREEMENT
BETWEEN
BOROUGH OF KANE AUTHORITY, TOGETHER WITH
BOROUGH OF KANE AND WETMORE TOWNSHIP
AND
PENNSYLVANIA-AMERICAN WATER COMPANY

November 4, 2019

Purchase Price \$ 17,560,000
APA Pg 3

{L0825790.2}

(b) Following the Closing, PAWC shall assume only those contractual liabilities arising after the Closing Date under the Assigned Contracts (specifically excluding any liability under the Assigned Contracts arising out of or relating to a breach or other circumstances that occurred on or prior to the Closing Date).

1.3 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Assets shall not include any of the following:

(a) Any and all connecting facilities (customer's sewer laterals) from the Seller's wastewater lines, mains or collection facilities at the curb-line or edge-of-road that are within the customer's property (the "Customer Sewer Laterals");

(b) Any and all piping and fixtures internal to each individual customer's structure (whether residential, commercial, industrial or other types);

(c) Any and all grinder pumps, piping and fixtures located at the curb-line or edge-of-the road that are within the customer's property;

(d) Any and all stormwater system facilities including, but not limited to: (a) facilities located on, in, within, or under the real property, including easements, that is a part of the Assets, (b) facilities that are connected to the System and located within the public right-of-way and (c) facilities or assets used in the operation of a municipal separate stormwater system;

(e) Seller's cash on hand on the date of Closing and Seller's accounts receivable related to the System for services rendered through the close of business on the Closing Date;

(f) All rights of Seller under this Agreement and related Bill of Sale and Assignment of Contracts Agreement as it pertains to the transfer and sale herein contemplated; and

(g) The specific assets, properties and rights of Seller set forth on Schedule 1.3.

1.4 Accounts Receivable. Accounts receivable for wastewater services related to the System rendered through the close of business on the Closing Date shall be excluded assets as per Section 1.3, and accounts receivable for wastewater services related to the System rendered thereafter shall belong to PAWC.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price for the Assets. Subject to the terms and conditions of this Agreement, the negotiated purchase price shall be Seventeen Million, Five Hundred Sixty Thousand Dollars (\$17,560,000.00) (the "Purchase Price"). The Purchase Price shall be payable directly to Seller on the Closing Date by wire transfer or by corporate check, at the Seller's discretion.

2.2 Use of Fair Market Valuation Process. Following the execution of this Agreement, PAWC and Seller shall each take such further actions as are necessary 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, PAWC and Seller have each engaged a utility valuation expert from the list of such experts maintained by the Pennsylvania Public Utility Commission ("PUC") and have jointly selected and engaged a licensed engineer 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 the utility valuation experts shall be the

EXECUTION COPY

ASSET PURCHASE AGREEMENT

By and Between

Royersford Borough, Montgomery County

As Seller

and

Pennsylvania-American Water Company

As Buyer

Dated as of December 10, 2019

4824-5430-5949

permitted under Law and the terms of any applicable contract that is 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 be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall 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 before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.15, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 reflecting the addition of such contract, and such contract will be an "Assigned Contract" for all purposes hereunder.

(d) If 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 Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful 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 is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE

Section 3.01. Purchase Price. The purchase price for the Acquired Assets is Thirteen Million Dollars (\$13,000,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall provide for payment in full of the total amount of Outstanding Indebtedness directly to Seller's obligees on account of the Purchase Price;

(b) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(c), to Seller by wire transfer of immediately available funds the balance of the Purchase Price (remaining after the debt repayment pursuant to Section 3.01(a)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(c) **Final Billing:** The Buyer is entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and Seller is entitled to all such billings for the period before the Closing Effective Time. The Parties

Execution Version

**WATER
ASSET PURCHASE AGREEMENT
By and Between
Valley Township, Chester County
As Seller
and
Pennsylvania-American Water Company
As Buyer**

Dated as of December 17, 2019

4826-7132-5345

and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and the terms of any applicable contract that is 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 be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall 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 before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.13, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.13 reflecting the addition of such contract, and such contract will be an "Assigned Contract" for all purposes hereunder.

(d) If 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 Schedule 4.13 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful 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 is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. Purchase Price.

The purchase price for the Acquired Assets is Seven Million Three Hundred Twenty-Five Thousand Dollars (\$7,325,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b) and to release Liens, to Seller by wire transfer of immediately available funds the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(b) Final Billing: The Buyer is entitled to all customer billings with respect to drinking water customers services for the period on or after the Closing Effective Time, and Seller is entitled to all such billings for the period before the Closing Effective Time. The Parties

Execution Version

**SANITARY SEWER
ASSET PURCHASE AGREEMENT**

By and Between

Valley Township, Chester County

As Seller

and

Pennsylvania-American Water Company

As Buyer

Dated as of December 17, 2019

4833-0982-2110

(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 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 Law and the terms of any applicable contract that is 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 be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall 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 before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.13, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.13 reflecting the addition of such contract, and such contract will be an "Assigned Contract" for all purposes hereunder.

(d) If 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 Schedule 4.13 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful 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 is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. Purchase Price.

The purchase price for the Acquired Assets is Thirteen Million Nine Hundred Fifty Thousand Dollars (\$13,950,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b), to Seller by wire transfer of immediately available funds the Purchase Price (remaining after the payments required in Section 3.01(a)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

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4833-0982-2110

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Among

The Delaware County Regional Water Quality Control Authority,

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of September 17, 2019

4836-0962-5504

(c) If, following the Effective Date and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 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 the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 identifying such contract, and such contract shall thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) If, during the twelve (12) month period following the Closing Date, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the 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.

ESCROW; PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. **Escrow Amount.**

At Closing, Five Million Dollars (\$5,000,000) of the Purchase Price shall be deposited in escrow (the "Escrow Fund") with the Escrow Agent pursuant to an escrow agreement in the form of Exhibit B, by and among the Seller, the Buyer, and the Escrow Agent (the "Escrow Agreement") to provide for Seller's post-Closing obligations pursuant to Article VI. The Escrow Fund shall be released in accordance with the Escrow Agreement. After the Closing Date and notwithstanding any other provision of this Agreement, the Escrow Fund is Buyer's sole recourse with respect to providing for Seller's post-Closing obligations pursuant to Article VI.

Section 3.02. **Purchase Price and Additional Consideration**

The purchase price for the Acquired Assets shall be Two Hundred Seventy-Six Million Five Hundred Thousand Dollars (\$276,500,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall pay in full, fully fund or defease the total amount of Outstanding Indebtedness.

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.02(c) and after making the payments required in Sections 3.01 and 3.02(a), Buyer shall pay to the Seller by wire transfer of immediately available funds the balance of the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

Execution Version

**SANITARY SEWER
ASSET PURCHASE AGREEMENT**

By and Between

Upper Pottsgrove Township, Montgomery County

As Seller

and

Pennsylvania-American Water Company

As Buyer

Dated as of April 28, 2020

effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.
PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. Purchase Price.

The purchase price for the Acquired Assets is Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b), to Seller by wire transfer of immediately available funds the Purchase Price less (i) debt repayments, if any, required to release any Liens on Acquired Assets, (ii) the deposit as provided in Section 3.01(c), and (iii) Seller's share of Transfer Taxes payable upon recording of real estate, if any, as provided in Section 3.03, to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(b) Final Billing: The Buyer is entitled to all customer billings with respect to sanitary wastewater customers' services for the period on or after the Closing Effective Time, and Seller is entitled to all such billings for the period before the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

(c) The Buyer shall pay a deposit of Ninety Thousand Dollars (\$90,000) within ten (10) days of the Effective Date to the Seller to be used for Seller's incurred engineering and legal fees related to this transaction. At the successful closing of the transaction, the deposit will be deducted from the Purchase Price at settlement. In the event that the transaction does not successfully close, the amount of the deposit that has not been spent on engineering and legal fees will be refunded to the Buyer. The amount of such refund will be calculated as of the date of a termination under Section 14.01 based on the Seller's expenditures and accrued expenses as of such date of termination. Any engineering and legal fees incurred by the Seller related to this transaction that exceed the \$90,000 deposit shall be the sole responsibility of the Seller.

Section 3.02. Fair Consideration.

The consideration 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 consideration was agreed upon as the result of arm's length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. Transfer Taxes.

Execution Version

ASSET PURCHASE AGREEMENT

By and Between

The Township of Lower Makefield, Bucks County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of September 17, 2020

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the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the 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 before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, the Seller shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and before the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.14 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 the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.14 identifying such contract, and such contract will thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) If, during the twelve (12) month period following the Closing Date, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.14 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the 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 will be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL CONSIDERATION

Section 3.01. **Purchase Price and Additional Consideration**

The purchase price for the Acquired Assets is Fifty Three Million Dollars (\$53,000,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay Three Million Dollars (\$3,000,000) to Seller as a deposit on account of the Purchase Price (the "Deposit") upon the earlier to occur of: (1) the third business day following Buyer's receipt of notice from the PaPUC that the application to the PaPUC for the transaction contemplated by this Agreement has been conditionally accepted; and (2) December 15, 2020. The Deposit shall be governed as follows:

(i) Subject to subparagraph (ii) below, Seller shall be free to use the Deposit upon receipt as it determines in Seller's sole discretion.

Execution Version

**SANITARY SEWER
ASSET PURCHASE AGREEMENT**

By and Between

Township of East Whiteland, Chester County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of January 8, 2021

the economic and, to the extent permitted under 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 Law and the terms of any applicable contract that is 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 be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall 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 before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.13, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.13 reflecting the addition of such contract, and such contract will be an “Assigned Contract” for all purposes hereunder.

(d) If during the twelve (12) month period following the Closing, Buyer or Seller identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on Schedule 4.13 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful 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 is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. Purchase Price.

The purchase price for the Acquired Assets is Fifty Four Million Nine Hundred Thirty Thousand Dollars (\$54,930,000) (the “Purchase Price”) which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b) and any amounts required to be deposited into the escrow fund pursuant to Section 6.05(e), to Seller by wire transfer of immediately available funds the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(b) Final Billing: The Buyer is entitled to all customer billings with respect to sanitary wastewater customers’ services for the period on or after the Closing Effective Time, and Seller is

EXECUTION VERSION

**SANITARY SEWER
ASSET PURCHASE AGREEMENT**

By and Between

Township of Willistown, Chester County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of January 20, 2021

and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and the terms of any applicable contract that is 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 be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall 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 before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.13, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.13 reflecting the addition of such contract, and such contract will be an "Assigned Contract" for all purposes hereunder.

(d) If during the twelve (12) month period following the Closing, Buyer or Seller identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on Schedule 4.13 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful 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 is deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE

Section 3.01. Purchase Price.

The purchase price for the Acquired Assets is Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b), and any amounts required to be deposited into the escrow fund pursuant to Section 6.05(e), to Seller by wire transfer of immediately available funds the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(b) Final Billing: The Buyer is entitled to all customer billings with respect to sanitary wastewater customers' services for the period on or after the Closing Effective Time, and Seller is entitled to all such billings for the period before the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent

EXECUTION COPY

ASSET PURCHASE AGREEMENT

By and Among

York City Sewer Authority
As Seller

The City of York

and

Pennsylvania-American Water Company
As Buyer

Dated as of April 6, 2021

respect thereto, and so long as Seller or the City 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 or the City, 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 or the City shall, at Seller's or the City'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 or the City is a party which is not identified on Schedule 4.15 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 or the City and Seller or the City shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 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 or the City was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, Seller or the City 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; Adjustment for City Deposit.** Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") for the Acquired Assets shall be (i) \$235,000,000, *plus* (ii) the Average Daily AR Payment. The Purchase Price shall be delivered as follows:

(i) Within 60 days of the Effective Date, Buyer shall deposit Twenty Million Dollars (\$20,000,000) of the Purchase Price, payable to the City in immediately available funds ("**City Deposit**"), subject to Sections 4.03, 6.06, 9.05 and 13.02 and secured by the City with a tax and revenue anticipation note (the "**Deposit Note**") substantially in the form attached hereto as Exhibit A; and

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Appraisals

19. Have Buyer's and Seller's UVE corresponded with regard to their respective fair market value appraisals of the assets at issue in this case? If yes, provide the following information:
- a. Identify the nature and date(s) of correspondence;
 - b. Identify the type(s) of correspondence (i.e., written, verbal, etc.); and,
 - c. Provide copies of any written correspondence exchanged between the UVEs.

**Response: Jerome C. Weinert, Principal and Director
WAD Consultants**

No. The Buyer's and Seller's UVE did not correspond regarding their respective fair market value appraisals of the assets at issue in this case.

**Response: Harold Walker III, Manager, Financial Studies
Gannett Fleming**

No. The Buyer's and Seller's UVE did not correspond with regard to their respective fair market value appraisals of the assets at issue in this case.

**Pennsylvania-American Water Company
Acquisition of the Borough of Brentwood's Wastewater Assets**

**Section 1329 Application Standard Data Requests
Docket No. A-2021-3024058**

Miscellaneous

20. Are there any outstanding compliance issues that the Seller's system has pending with the PA Department of Environmental Protection. If yes, provide the following information:
- a. Identify the compliance issue(s);
 - b. Provide an estimated date of compliance;
 - c. Explain Buyer's anticipated or actual plan for remediation;
 - d. Provide Buyer's estimated costs for remediation; and,
 - e. Indicate whether the cost of remediation was or is anticipated to be factored into either or both fair market valuation appraisals offered in this proceeding.

Response:

- a. Yes. On October 6, 2022, Brentwood Borough entered into a Phase II Consent Order and Agreement ("COA") with the Allegheny County Health Department ("ACHD"), which was coordinated with and through the Pennsylvania Department of Environmental Protection ("PADEP"). The Phase II COA identifies the metrics associated with required source flow reduction, specifically the Interim Investigative Flow Target Metric Threshold ("Threshold"). The Phase II COA further identifies the municipal boundary points of connection ("POCs"), indicates whether the Borough's sewer system POCs exceed the Threshold, and indicates whether the Borough contributes to an active municipal sanitary sewer overflow ("SSO") prior to or tributary to a POC. Brentwood has three POCs that exceed the Threshold. One of these POCs also is tributary to a municipal SSO. The Borough must complete source flow reduction projects designed to meet the Threshold at all POC's and eliminate the SSO identified in the COA.

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(e) Harold Walker III, Gannett Fleming, Manager, Financial Studies

Miscellaneous

21. Are there any outstanding compliance issues that the Seller's system has pending with the US Environmental Protection Agency? If yes, provide the following information:
- a. Identify the compliance issue(s);
 - b. Provide an estimated date of compliance;
 - c. Explain Buyer's anticipated or actual plan for remediation;
 - d. Provide Buyer's estimated costs for remediation; and
 - e. Indicate whether the cost of remediation was or is anticipated to be factored into either or both fair market valuation appraisals offered in this proceeding.

Response:

- a-d Yes, indirectly. The Phase II COA described in item 20. above is the result of a Federal Consent Decree to address wet weather overflow issues throughout the ALCOSAN regional sewer system. The original Consent Decree was executed on January 23, 2008, between ALCOSAN, the United States Environmental Protection Agency ("USEPA"), PADEP and ACHD (USEPA, PADEP and ACHD are together, the "Regulatory Agencies"). As part of its obligations under the 2008 Consent Decree, ALCOSAN conducted a Regional Collection System Flow Monitoring Program to measure flows in its sewer system and municipal trunk sewers leading to points of connections to the ALCOSAN sewer system. This work culminated in ALCOSAN submitting its draft Wet Weather Plan to the Regulatory Agencies in 2013. In its Wet Weather Plan, ALCOSAN reported that it could not affordably convey, store, and

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treat all flows from its customer municipalities. In consideration of the reported financial constraints, the Regulatory Agencies and ALCOSAN negotiated a modification to the 2008 Consent Decree. On May 14, 2020, the Regulatory Agencies and ALCOSAN entered into an amended Consent Decree that allows ALCOSAN, among other things, to submit a revised Wet Weather Plan and to develop flow targets for its contributing municipalities. Please see response to item 20, above.

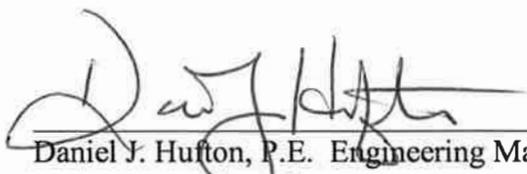
- e. **WAD Consultants**: The WAD Consultants' appraisal considered any system remediation in its depreciation deduction in the cost approach and the capital expenditures deducted from future cash flows prior to arriving at the net cash flows to discount. The market approach used the cost approach conclusion as a basis of comparison to market sales and as such the depreciation deduction taken in the cost approach also recognizes any remediation cost in the market approach.

Gannett Fleming: Gannett Fleming's appraisal did not factor in specific projected remediation cost. However, the income approach does factor in (deduct) estimated capital expenditures when calculating future net cash flows. Historical remediation cost is reflected in the cost approach.

- Provided by :**
- (a-d) Daniel J. Hufton, P.E., Engineering Manager
Pennsylvania-American Water Company**
 - (e) Jerome C. Weinert, Principal & Director – WAD
Consultants**
 - (e) Harold Walker III, Gannett Fleming, Manager, Financial
Studies**

VERIFICATION

I, Daniel J. Hufton hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Daniel J. Hufton, P.E. Engineering Manager
Pennsylvania-American Water Company

Dated: 3/28/2023

VERIFICATION

I, Jerome C. Weinert, P.E. hereby states that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script that reads "Jerome C. Weinert".

Jerome C. Weinert, P.E., Principal and Director
WAD Consultants

Dated: March 16, 2023

VERIFICATION

I, Michael Salvo hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Michael Salvo, Senior Manager, Business Development
Pennsylvania-American Water Company

Dated 3/28/23

VERIFICATION

I, Harold Walker, III hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Harold Walker III, Manager, Financial Services
Gannett Fleming

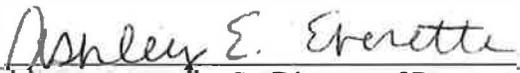
Dated: 3/6/23

VERIFICATION

I, Ashley E. Everette, hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

3/28/23

Date



Ashley E. Everette Sr. Director of Rates and
Regulatory American Water, Mid-Atlantic Division