



Thomas J. Sniscak  
(717) 703-0800  
[tjsniscak@hmslegal.com](mailto:tjsniscak@hmslegal.com)

Todd S. Stewart  
(717) 703-0806  
[tsstewart@hmslegal.com](mailto:tsstewart@hmslegal.com)

---

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 [www.hmslegal.com](http://www.hmslegal.com)

February 2, 2024

*VIA E-Filing*

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

RE: Application of Appalachian Utilities, Inc. for a Certificate of Public Convenience Evidencing the Pennsylvania Public Utility Commission's Approval of the Transfer of 40% of Outstanding and Issued Stock in Appalachian Utilities, Inc.; Docket No. A-2024-\_\_\_\_\_

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission (Commission) is Appalachian Utilities, Inc.'s (Appalachian) Application for a Certificate of Public Convenience for approval to transfer by sale a non-controlling 40% of Outstanding and Issued Stock of Appalachian from its sole and presently 100% stockholder to its employee Operations Manager. The \$350 fee for filing this Application is being paid online.

This application is filed as a preliminary and related first step toward the ultimate pending sale and merger, subject to Commission approval, of Appalachian into the American Water Works companies and ultimately transfer of service of Appalachian's customers to Pennsylvania American Water Company. That merger will be the subject of a separate and concurrently filed related Joint Application between the American Water Works and Appalachian. **Consequently, Appalachian requests that this related application be considered and approved before and in coordination with the Commission's consideration of the Joint Merger Application.**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
February 2, 2024  
Page 2

Thank you for your assistance in this matter. If you should have any questions, please feel free to contact me at [tjsniscak@hmslegal.com](mailto:tjsniscak@hmslegal.com) or Todd Stewart at [tsstewart@hmslegal.com](mailto:tsstewart@hmslegal.com).

Very truly yours,



Thomas J. Sniscak  
Todd S. Stewart

*Counsel for Appalachian Utilities, Inc.*

TJS/das  
Enclosure

cc: Per Certificate of Service  
Erin K. Fure, Esquire  
Frank Sargent

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Appalachian Utilities, Inc. :  
for a Certificate of Public Convenience :  
Evidencing the Pennsylvania Public Utility : Docket No. A- \_\_\_\_\_  
Commission's Approval of the Transfer of 40% :  
of Outstanding and Issued Stock in Appalachian :  
Utilities, Inc. :

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

**I. INTRODUCTION**

By this Application, Appalachian Utilities, Inc (“Appalachian Utilities” or the “Company”) seeks, pursuant to Section 1102(a) of the Public Utility Code, 66 Pa.C.S. § 1102(a) and the Pennsylvania Public Utility Commission’s (“Commission”) Statement of Policy, 52 Pa. Code § 69.901, a certificate of public convenience evidencing the Commission’s approval of the transfer by sale of title to 40% which is a minority of the issued and outstanding stock of Appalachian Utilities, a public utility providing water service in Pennsylvania, from present 100% majority stockholder Mr. Frank R. Sargent, Jr., President, Director and current Sole Shareholder of Appalachian Utilities (“Seller”), to Mr. Kyle Gallagher, Co-Director, and Operations Manager of Appalachian Utilities (“Buyer”). **Approval is requested, prior to and in coordination with a related Joint Application for a certificate of public convenience to merge Appalachian Utilities into American Water Works Company, Inc. and its merger subsidiary AUC Acquisitions Company, and ultimately to operating and certificated subsidiary Pennsylvania-American Water Company (“PAWC”) (American Water Works Company, Inc., AUC Acquisitions Company, and PAWC collectively “American Water”) which will be filed at or about the same time the instant Application is filed.** Given this, Appalachian Utilities requests that the Commission review and approve the above-captioned Application *before* and in

conjunction with the aforementioned Joint Merger Application of Appalachian Utilities with American Water and ultimately to its subsidiary Pennsylvania-American Water Company (“PAWC”).

## **II. THE APPLICANT AND COUNSEL OF RECORD FOR APPLICANT**

1. The complete name and address of the Applicant is:

Appalachian Utilities, Inc.  
2265 Bear Pen Hollow Rd.  
Lock Haven, PA 17745  
(legal corporate address, not mailing address)  
Mailing address:  
1674 Park Avenue, Lock Haven, Pennsylvania 17745

2. The name, address, and telephone number of the attorneys for Appalachian Utilities is:

Thomas J. Sniscak  
Todd S. Stewart  
Hawke McKeon & Sniscak LLP  
100 North Tenth Street  
Harrisburg, PA 17101  
E-mail: [tjsniscak@hmslegal.com](mailto:tjsniscak@hmslegal.com)  
[tsstewart@hmslegal.com](mailto:tsstewart@hmslegal.com)

Voice: (717) 236-1300

3. Appalachian Utilities is a Pennsylvania corporation certificated on October 26, 1995, by the Commission as a public utility providing water service and currently serves approximately 1,456 customers in the Borough of Avis and Townships of Pine Creek and Dunnstable, located in Clinton County, Pennsylvania.

4. Seller is the President, Co-Director, and Sole Shareholder of Appalachian Utilities and presently holds 100% of the Company’s stock.

5. Buyer is an employee, a Co-Director, and the operations manager of Appalachian Utilities.

### **III. THE PROPOSED TRANSACTION**

6. Provided as **Attachment 1**<sup>1</sup> hereto is a copy of the Stock Purchase Agreement between Seller and Buyer (“Agreement”). The Agreement sets forth the terms and conditions under which Seller will transfer 40% of the outstanding shares of Appalachian Utilities to Buyer (the “Proposed Transaction”). Under the terms of the Agreement, Seller will remain the beneficial holder of 60% of the outstanding shares, the largest voting interest, in Appalachian Utilities. In that respect, majority “control” of the Company will remain with President Mr. Frank Sargent Jr.

7. The Agreement to sell shares to Mr. Gallagher has been consented to by the Sole Shareholder and the Directors of Appalachian Utilities. Provided as **Attachment 2** hereto is a true and correct copy of the Written Consent of Sole Shareholder and Directors approving the transfer, subject to Commission approval, of 400 shares of common stock in Appalachian Utilities to Buyer.

### **IV. FINANCIAL AND TECHNICAL FITNESS OF APPALACHIAN UTILITIES TO PROVIDE SERVICE**

8. All Appalachian Utilities’ documents filed with the Commission including its annual reports, tariffs, its certificate of public convenience, securities certificates, affiliated interest agreements and other regulatory reports or approvals are incorporated herein by reference. Provided as **Attachment 3** are the December 31, 2022, Balance Sheet and Profit and Loss Statement for Appalachian Utilities.

9. As a previously certificated (on October 26, 1995) public utility, Appalachian Utilities’ fitness is presumed by law to be continuing.<sup>2</sup> The Proposed Transaction will not result

---

<sup>1</sup>All Attachments are incorporated and hereby made part of this Application.

<sup>2</sup> For example, the Commission recognized this longstanding legal principle in *Application of Pennsylvania-American Water Co.*, Docket No. A-2022-3037047 (Order entered November 16, 2023) (“An existing certificate holder is entitled to a continuing presumption regarding its fitness ....”).

in any change in the legal, financial, and technical fitness of Appalachian Utilities to provide service. The Proposed Transaction between Mr. Sargent and Mr. Gallagher does not seek a change to the entity providing service to customers or the facilities used to provide such service. The Seller will remain the beneficial holder of the largest voting interest and thus control in Appalachian Utilities.

**V. NO ADVERSE EFFECT OF THE PROPOSED TRANSFER ON SERVICE OR FINANCIAL AND MANAGERIAL FITNESS**

10. The Sale of 40% of the stock to Mr. Gallagher will have no adverse effect on Appalachian Utilities' service to customers or upon its financial and managerial fitness.

**VI. NO ADVERSE EFFECT OF THE PROPOSED TRANSFER ON RATES**

11. The Proposed Transfer will have no adverse effect on the rates set forth in Appalachian Utilities' Commission-approved tariff.

**XI. THE PROPOSED TRANSFER IS IN THE PUBLIC INTEREST AND BENEFITS THE GENERAL PUBLIC AND CUSTOMERS**

12. The Application's Proposed Stock Transfer to Mr. Gallagher involves no change to Appalachian Utilities' control, name, day-to-day operations, terms of service, rates, or current management employees of Appalachian Utilities. As such, the transfer will be transparent to Appalachian Utilities' customers. The Proposed Transfer merely effectuates Seller's desire and intent to transfer 40% of his shares of stock in Appalachian Utilities to Buyer for his dedication and work for the Company, and to do so immediately prior to Appalachian Utilities acquisition by American Water. Therefore, for this and all reasons stated above, the Proposed Transfer is in the public interest and is a step to promote the consolidation of a small public utility water company into a large public utility water company PAWC, and Appalachian Utilities hereby incorporates

by reference the affirmative benefits identified by PAWC in the Joint Application of Appalachian Utilities and American Water. As an additional benefit, Appalachian's Mr. Gallagher has extensive knowledge of the water system and currently has a managerial position offer from American Water to remain in his current position. Mr. Gallagher intends to accept the offer from American Water for the benefit of the water system and the community through the proposed merger and well into the future. Moreover, Mr. Gallagher's expertise and intimate knowledge of the system and its operation coupled with American Water's and PAWC's operational expertise and greater financial wherewithal will benefit the public generally and Appalachian's customers.

WHEREFORE, for all the foregoing reasons, Appalachian Utilities, Inc. requests that the Commission issue a certificate of public convenience evidencing its approval of the transfer by sale of 40% of the issued and outstanding stock of Appalachian Utilities, Inc., a public utility providing water service in Pennsylvania, from Mr. Frank Sargent, Jr., Sole Shareholder of Appalachian Utilities, Inc., to Mr. Kyle Gallagher and do so immediately before its action on the related Joint Application of American Water and Appalachian Utilities, Inc.

Respectfully submitted,



---

Thomas J. Sniscak, Esq.  
Attorney I.D. No. 33891  
Todd S. Stewart, Esq.  
Attorney I.D. No. 75556  
Hawke McKeon & Sniscak LLP  
100 North Tenth Street  
Harrisburg, PA 17101  
Phone: 717-236-1300  
E-mail: [tjsniscak@hmslegal.com](mailto:tjsniscak@hmslegal.com)  
[tsstewart@hmslegal.com](mailto:tsstewart@hmslegal.com)

Dated: February 2, 2024

*Attorneys for Appalachian Utilities, Inc.*

**ATTACHMENTS**

**ATTACHMENT 1: STOCK PURCHASE AGREEMENT**

**ATTACHMENT 2: WRITTEN CONSENT OF SOLE SHAREHOLDER & DIRECTORS**

**ATTACHMENT 3: BALANCE SHEET CALENDAR YEAR 2022**

**ATTACHMENT 4: PROFIT & LOSS STATEMENT CALENDAR YEAR 2022**

**ATTACHMENT 1**

**STOCK PURCHASE AGREEMENT**

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "**Agreement**") is entered into as of October 30, 2023, by and between Frank R. Sargent Jr. ("**Seller**"), and Kyle Gallagher ("**Buyer**").

### Background

Seller owns 100% of the outstanding shares of Appalachian Utilities, Inc., a Pennsylvania corporation (the "**Company**"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 40% of the outstanding shares of the Company (the "**Company Shares**"), on the terms and conditions of this Agreement.

### Agreement

NOW THEREFORE, in consideration of the foregoing background, which is incorporated herein by reference, and of the representations, warranties, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

## **ARTICLE I** **SALE AND PURCHASE OF SHARES**

1.1 Sale of Shares and Purchase Price. In accordance with the terms, and subject to the conditions of this Agreement, Seller hereby sells, assigns, transfers, and delivers to Buyer all of Seller's right, title, and interest in and to the Company Shares, and Buyer hereby purchases from Seller all of the Company Shares, effective as of the date determined by Seller following satisfaction or waiver of all conditions in Article II of this Agreement ("Closing Date"). The total purchase price for the Company Shares shall be \$400.00 (the "**Purchase Price**"). Buyer shall pay the Purchase Price to Seller in immediately available funds.

## **ARTICLE II** **CONDITIONS**

2.1 Conditions Precedent to the Obligations of the Buyer to Close. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of each of the following conditions on or before the Closing Date:

(a) Share Certificate. Seller shall have delivered a stock certificate evidencing the Company Shares, with duly executed stock powers attached.

(b) Representations and Warranties of the Seller. The representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date as though such representations and warranties were made on the Closing Date.

(c) Performance of Covenants and Agreements. Seller shall have performed and complied with all covenants, agreements, and conditions required to be performed by or complied with by the Seller, in accordance with the terms and conditions of this Agreement.

(d) Further Assurances. Buyer shall have received such further instruments and documents as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all conditions to the consummation of such transactions.

2.2 Conditions Precedent to the Obligation of the Seller to Close. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of each of the following conditions on or before the Closing Date:

(a) Purchase Price. Buyer shall have paid the Purchase Price to Seller in accordance with Section 1.1.

(b) Pennsylvania Public Utility Commission Approval. Seller shall have received Pennsylvania Public Utility Commission ("Commission") approval of the transactions contemplated by this Agreement, pursuant to the Merger Agreement defined in Paragraph 4.4 of this Agreement. This condition is not subject to waiver.

(c) Representations and Warranties of the Buyer. The representations and warranties of Buyer contained in this Agreement shall be true and correct on and as of the Closing Date as though such representations and warranties were made on the Closing Date.

(d) Performance of Covenants and Agreements. Buyer shall have performed and complied with all covenants, agreements, and conditions required to be performed by or complied with by Buyer, in accordance with the terms and conditions of this Agreement.

(e) Further Assurances. Seller shall have received such further instruments and documents as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all conditions to the consummation of such transactions.

### **ARTICLE III** **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby makes the following representations and warranties to the Buyer, each of which is true and correct on the date hereof and shall be true and correct on the Closing Date:

3.1 Share Ownership. All of the Company Shares are duly authorized, validly issued, fully paid, and non-assessable. No third-party has any call right, redemption right, purchase option, or other right to or interest in the Company Shares.

3.2 Title to Shares. Seller is the sole record and beneficial owner of the Company Shares and has full right and title to the Company Shares and the full and unrestricted right, power, and authority to sell, assign, transfer, and deliver the Company Shares to Buyer in accordance with this Agreement.

3.3 Agreement Authorized. The execution and delivery of this Agreement does not, and the consummation by Seller of the transactions contemplated herein will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under the Articles of Incorporation or the Bylaws of the Company.

3.4 Valid and Binding Obligation. Seller has the right, power, and authority to enter into and to perform the obligations under this Agreement, including having received the Commission approval set forth in Paragraph 2.2(b) of this Agreement. This Agreement constitutes a valid, binding, and enforceable obligation of the Seller.

3.5 Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

#### **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and shall be true and correct on the Closing Date:

4.1 Valid and Binding Obligation. Buyer has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and constitutes a valid, legal, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2 Investigation. Buyer is aware of and familiar with the business, operations, financial condition, and prospects of the Company, and has had access to such information concerning the foregoing, the Company, and the Company Shares as Buyer deems necessary to enable it to make an informed investment decision concerning the purchase of the Company Shares.

4.3 Investment. Buyer acknowledges that the Company Shares being purchased and sold under this Agreement are not registered under the Securities Act of 1933, as amended, or any state securities or blue-sky laws or regulations and, as a result thereof, are subject to substantial restrictions on transfer, and that no registration is contemplated. Buyer represents and warrants that (a) Buyer has such knowledge and experience in business and financial matters that Buyer is capable of evaluating the merits and risks of the investment in the Company Shares; (b) the Company Shares purchased are being acquired for investment and not with an intent to distribute or resell and (c) Buyer is able to bear the substantial economic risks of the investment in the Company Shares for an indefinite period and is able to bear the economic risk of losing Buyer's entire investment in the Company Shares. Buyer has had the opportunity to review this Agreement and discuss the purchase of the Company Shares with any agents of his choosing, including his attorney and accountant, and has done so to the extent of his desire. Buyer understands that Seller is relying on Buyer's representations in this Section 4.3 in entering into this Agreement.

4.4 Acknowledgement of Merger Agreement. Buyer acknowledges that the Company entered into a Merger Agreement by and among Company, Seller, American Water Works Company, Inc., a Delaware corporation ("**Parent**"), and AUC Acquisitions Company, a Pennsylvania corporation ("**Merger Sub**"), dated September 22, 2023 (the "**Merger Agreement**"), under which Parent will acquire the Company through a statutory merger of Merger Sub with and into the Company. Buyer acknowledges that the Company is bound by the terms of the Merger Agreement and is aware of and familiar with the terms of the Merger Agreement and accompanying transaction documents. Buyer acknowledges that the Stock Consideration established in the Merger Agreement may have substantial tax consequences for Buyer related to Buyer's purchase of the Company Shares. Buyer further acknowledges that he will also be bound by the terms of the Merger Agreement, as a shareholder of

the Company, upon the execution of this Agreement. Buyer has had the opportunity to have the Merger Agreement reviewed by counsel and agents of Buyer's choosing to the full extent of his desire.

4.5 Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

## **ARTICLE V** **COVENANTS AND AGREEMENTS**

5.1 Tax Matters. Seller and Buyer agree to cooperate in good faith in filing all tax returns related to the transactions contained herein. Each party will be responsible for filing any individual tax returns relating to their ownership of shares in the Company.

5.2 Good Faith Efforts. Buyer and Seller shall utilize their respective good faith efforts to carry out the intents and purposes of this Agreement, to cure or correct any unintentional deviations from this Agreement, and to accomplish any of the undertakings in this Agreement.

## **ARTICLE VI** **MISCELLANEOUS**

6.1 Entire Agreement; Modification. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and any and all prior agreements or understandings between the parties on the same subject are hereby rescinded and made null and void by mutual agreement. This Agreement may be modified, revised, or amended only by a written instrument signed by each of the parties.

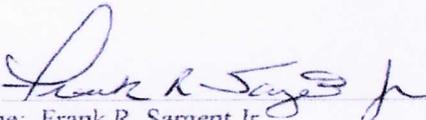
6.2 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

6.3 Heirs, Successors and Assigns. The covenants, terms, provisions, and agreements herein contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

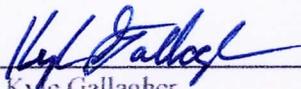
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused their signatures to be set forth below as of the date first above written.

**SELLER:**

By:   
Name: Frank R. Sargent Jr.

**BUYER:**

By:   
Name: Kyle Gallagher

**ATTACHMENT 2**

**WRITTEN CONSENT OF  
SOLE SHAREHOLDER & DIRECTORS**

**WRITTEN CONSENT OF THE  
SOLE SHAREHOLDER AND DIRECTORS  
OF  
APPALACHIAN UTILITIES, INC.  
a Pennsylvania Corporation**

The undersigned, constituting the Sole Shareholder and Directors of Appalachian Utilities, Inc., a Pennsylvania corporation (the "**Corporation**"), do hereby waive any notice requirements pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988, as amended, and hereby adopts the following resolutions, consent to the actions taken by virtue thereof, and direct that such actions shall, in all respects, be as effective as if such resolutions were adopted and such actions were taken at a special meeting of the Sole Shareholder duly called and held as of the 30<sup>th</sup> day of October, 2023:

**WHEREAS**, the Corporation and the Sole Shareholder have entered into that certain Stock Purchase Agreement, dated as of October 30, 2023 (the "**Stock Purchase Agreement**"), pursuant to which the Sole Shareholder has agreed to sell, and Kyle Gallagher ("**Gallagher**") has agreed to purchase from the Sole Shareholder, a total of Four Hundred (400) shares of common stock in the Corporation; and

**WHEREAS**, the Sole Shareholder and Directors deem it appropriate and in the best interest of the Corporation to agree to the terms of the Stock Purchase Agreement, and to consummate the transfer of shares contemplated therein.

**NOW THEREFORE, BE IT RESOLVED**, that the Sole Shareholder and Directors, on behalf of the Corporation, have had an opportunity to review the Stock Purchase Agreement; and

**BE IT FURTHER RESOLVED**, that the Sole Shareholder and Directors have fully reviewed, fully understand, and agree to all terms of the Stock Purchase Agreement, and further understands all ramifications of agreeing thereto; and

**BE IT FURTHER RESOLVED**, that the Stock Purchase Agreement is hereby ratified and approved by the Sole Shareholder and Directors; and

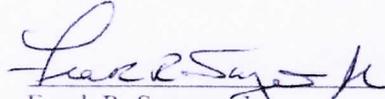
**BE IT FURTHER RESOLVED**, that Frank R. Sargent Jr., as President of the Corporation, is hereby authorized to execute any documentation required by the Stock Purchase Agreement, on behalf of the Corporation and to take all required actions contemplated by the Stock Purchase Agreement on behalf of the Corporation; and

**BE IT FURTHER RESOLVED**, that these resolutions are intended to be as broad as legally permissible so that no further resolutions will be necessary to carry out the transactions and matters contemplated herein.

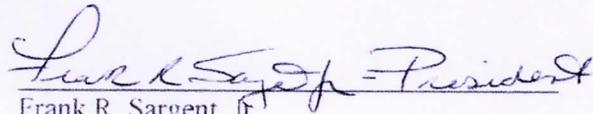
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent on the date first set forth above.

**SOLE SHAREHOLDER OF APPALACHIAN  
UTILITIES, INC.**

  
\_\_\_\_\_  
Frank R. Sargent, Jr.

**DIRECTOR OF APPALACHIAN UTILITIES,  
INC.**

  
\_\_\_\_\_  
Frank R. Sargent, Jr.

**DIRECTOR OF APPALACHIAN UTILITIES,  
INC.**

  
\_\_\_\_\_  
Kyle Gallagher

**ATTACHMENT 3**

**BALANCE SHEET CALENDAR YEAR 2022**

## Appalachian Utilities Inc.

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
130.0 · Credit Card Transfer -	-0.09
131 · Cash	
131.2 · Cash in Bank	
131.21 · Dime Bank Checking - 1683	7,275.08
<b>Total 131.2 · Cash in Bank</b>	<b>7,275.08</b>
131 · Cash - Other	100.00
<b>Total 131 · Cash</b>	<b>7,375.08</b>
132 · Special Deposits	
132.1 · Dime Bank Savings - 5558	155,969.37
<b>Total 132 · Special Deposits</b>	<b>155,969.37</b>
<b>Total Checking/Savings</b>	<b>163,344.36</b>
<b>Accounts Receivable</b>	
141 · Customers Accounts Receivable	158,555.58
142 · Other Accounts Receivable	
142.2 · Bad Check fee	20.00
142 · Other Accounts Receivable - Other	82.16
<b>Total 142 · Other Accounts Receivable</b>	<b>102.16</b>
<b>Total Accounts Receivable</b>	<b>158,657.74</b>
<b>Total Current Assets</b>	<b>322,002.10</b>
<b>Fixed Assets</b>	
101 · Utility Plant in Service	
301 · Organization	39,064.87
303 · Land and Land Rights	
303.2 · Source of Supply, Land	24,129.83
303.4 · Trnsm & Dist Land/Rway	20,000.00
303.5 · Land & Lnd Rights Office-Garage	4,698.67
<b>Total 303 · Land and Land Rights</b>	<b>48,828.50</b>
304 · Structures and Improvements	
304.2 · Source of Supply, Stru	6,837.97
304.3 · Purfication Buildings	12,255.45
304.4 · Power & Pumping Struct	14,873.99
304.5 · Office Buildings	131,698.99
<b>Total 304 · Structures and Improvements</b>	<b>165,666.40</b>
307 · Wells and Springs	218,875.46

## Appalachian Utilities Inc.

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
<b>311 · Pumping Equipment</b>	
311.1 · Well#5 Pump & Motors	19,326.19
311.2 · Electric Pump Equip	46,637.23
311.3 · Well # 4 pump&motor	7,720.61
311 · Pumping Equipment - Other	8,666.53
<b>Total 311 · Pumping Equipment</b>	<u>82,350.56</u>
<b>330 · Distribution Reservoirs &amp; Stand</b>	
330.4 · Distrib. Res. & Stand	280,092.43
<b>Total 330 · Distribution Reservoirs &amp; Stand</b>	<u>280,092.43</u>
<b>331 · Transmission &amp; Distribution Mai</b>	
331.4 · Mains & Accessories	944,737.02
331.41 · Mains & Accessories (OT)	2,356.01
331 · Transmission & Distribution Mai - Other	33,698.94
<b>Total 331 · Transmission &amp; Distribution Mai</b>	<u>980,791.97</u>
<b>333 · Services</b>	
333.4 · Services	373,461.44
333.41 · Services (OT)	857.50
333 · Services - Other	14,804.57
<b>Total 333 · Services</b>	<u>389,123.51</u>
<b>334 · Meters &amp; Meter Installations</b>	
334.1 · Customer Meters	4,730.44
334.4 · Meters	310,300.53
334.41 · Meters (OT)	28.73
334 · Meters & Meter Installations - Other	90,667.47
<b>Total 334 · Meters &amp; Meter Installations</b>	<u>405,727.17</u>
<b>335 · Hydrants</b>	
335.4 · Fire Hydrants	26,813.80
335 · Hydrants - Other	6,341.05
<b>Total 335 · Hydrants</b>	<u>33,154.85</u>
<b>339 · Other Plant &amp; Misc Equipment</b>	
339.2 · Other Power Pump Equip	299.00
339.3 · Purfication System	55,693.41
339.4 · GIS Mapping	22,008.33
339 · Other Plant & Misc Equipment - Other	32,160.87
<b>Total 339 · Other Plant &amp; Misc Equipment</b>	<u>110,161.61</u>
<b>340 · Office Furniture &amp; Equipment</b>	
340.5 · Office Furn and Equip	23,631.09
340.6 · DIVERSIVIED BILLING SYSTEM	7,690.00
340 · Office Furniture & Equipment - Other	519.29
<b>Total 340 · Office Furniture &amp; Equipment</b>	<u>31,840.38</u>

## Appalachian Utilities Inc.

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
<b>341 · Transportation Equipment</b>	
<b>341.5 · Transportation Equip</b>	
341.56 · 2012 Ford F550 Super Duty Dump	42,235.47
341.57 · 2022 Ram Truck	53,562.50
341.5 · Transportation Equip - Other	<u>135,984.04</u>
<b>Total 341.5 · Transportation Equip</b>	<u>231,782.01</u>
<b>Total 341 · Transportation Equipment</b>	231,782.01
<b>343 · Tools, Shop &amp; Garage Equipment</b>	
343.00 · Shop Equipment	86,011.74
343.1 · POW-R-MOLE VM810 LOCATOR	3,506.00
343.2 · LRG TAP MACHINE-Mueller CL-12	7,000.00
343.3 · Hydraulic Operator	3,885.79
343.4 · Portable Fuel Drum	787.07
343.5 · HYDLC POWER PACK FOR TAP MACHNE	1,892.62
343.6 · Colorimeter	2,903.42
343.8 · 2021 POLARIS 4 WHLR	28,934.95
343 · Tools, Shop & Garage Equipment - Other	<u>1,090.55</u>
<b>Total 343 · Tools, Shop &amp; Garage Equipment</b>	136,012.14
<b>346 · Communication Equipment</b>	
346.5 · Communication Equip	<u>34,835.21</u>
<b>Total 346 · Communication Equipment</b>	34,835.21
<b>347 · Miscellaneous Equipment</b>	
347.5 · Miscellaneous Equip	<u>86,012.33</u>
<b>Total 347 · Miscellaneous Equipment</b>	86,012.33
<b>348 · Other Tangible Plant</b>	
348.5 · Stores, Shop & Garage Bldgs	<u>7,343.41</u>
<b>Total 348 · Other Tangible Plant</b>	<u>7,343.41</u>
<b>Total 101 · Utility Plant in Service</b>	3,281,662.81
<b>108 · Accumulated Depreciation</b>	
108.1 · Accum Depr - Plant in Service	<u>-1,604,995.80</u>
<b>Total 108 · Accumulated Depreciation</b>	-1,604,995.80
<b>114 · Utility Plant Acquisition Adjus</b>	<u>-145,683.30</u>
<b>Total Fixed Assets</b>	1,530,983.71
<b>Other Assets</b>	
<b>135 · Temporary Cash Investments</b>	
135.1 · Cash Investments - CD	33,446.07
135.2 · Other Investments - Vanguard	<u>3,287.64</u>
<b>Total 135 · Temporary Cash Investments</b>	36,733.71

## Appalachian Utilities Inc.

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
<b>162 · Prepayments</b>	
162.1 · Prepaid Fed Corp Tax	15,801.00
162.2 · Prepaid PA CNI Tax	1,720.00
<b>Total 162 · Prepayments</b>	<u>17,521.00</u>
<b>186 · Miscellaneous Deffered Debits</b>	
186.1 · Deferred Rate Case Expense	1,772.25
186.3 · Deferred Regulatory Assets	
186.31 · SRBC	54,969.00
186.3 · Deferred Regulatory Assets - Other	5,595.95
<b>Total 186.3 · Deferred Regulatory Assets</b>	<u>60,564.95</u>
<b>Total 186 · Miscellaneous Deffered Debits</b>	62,337.20
<b>271.1 · Customer Contribution</b>	<u>-93,530.94</u>
<b>Total Other Assets</b>	23,060.97
<b>TOTAL ASSETS</b>	<u><u>1,876,046.78</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
231 · Accounts Payable	7,200.02
<b>Total Accounts Payable</b>	<u>7,200.02</u>
<b>Other Current Liabilities</b>	
241 · Misc Current & Accrued Liab	
241.0 · Payroll Liabilities	
241.4 · SUTA Payroll Taxes Payable	55.02
241.5 · Local Payroll Taxes Payable	150.61
<b>Total 241.0 · Payroll Liabilities</b>	<u>205.63</u>
<b>Total 241 · Misc Current &amp; Accrued Liab</b>	205.63
<b>Total Other Current Liabilities</b>	<u>205.63</u>
<b>Total Current Liabilities</b>	7,405.65
<b>Long Term Liabilities</b>	
232 · Notes Payable	
232.3 · SHEFFIELD FINANCIAL	10,823.35
232.4 · 2012 FORD F550 DUMP	21,437.50
232.5 · 2022 RAM 2500 TRK	38,764.95
<b>Total 232 · Notes Payable</b>	<u>71,025.80</u>

## Appalachian Utilities Inc.

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
233 · A/P-DIVERSIFIED TECH-	1,877.72
Total Long Term Liabilities	<u>72,903.52</u>
Total Liabilities	80,309.17
Equity	
214 · Appropriated Retained Earnings	1,193,445.79
32000 · Retained Earnings	552,124.61
414 · Utility Property Retirement	6,528.72
Net Income	<u>43,638.49</u>
Total Equity	<u>1,795,737.61</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>1,876,046.78</u></u></b>

**ATTACHMENT 4**

**PROFIT & LOSS STATEMENT  
CALENDAR YEAR 2022**

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

	<u>Jan - Dec 22</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>400 · Operating Revenue</b>	
<b>461 · Metered Water Revenue</b>	
461.1 · Metered Water Residential	569,581.05
461.2 · Metered Water Commercial	109,346.57
461.3 · Metered Water Industrial	1,565.86
461.4 · Metered Water Public	7,944.32
461.6 · Metered Water Revenue Other	3,882.00
<b>Total 461 · Metered Water Revenue</b>	<u>692,319.80</u>
<b>462 · Fire Protection</b>	
462.1 · Public Fire Protection	5,817.78
462.2 · Private Fire Protection	6,864.48
462.3 · Hydrant Charge Individual	17,804.34
<b>Total 462 · Fire Protection</b>	<u>30,486.60</u>
<b>470 · Interest Penalty</b>	9,287.85
<b>471 · Miscellaneous Service Revenue</b>	
471.1 · Turn on Charge	600.00
<b>Total 471 · Miscellaneous Service Revenue</b>	<u>600.00</u>
<b>Total 400 · Operating Revenue</b>	732,694.25
<b>419 · Interest &amp; Dividend Income</b>	698.97
<b>421 · Non-Utility Income</b>	
421.2 · Return Check Charge	60.00
421.3 · Credit Card % increase	0.03
421 · Non-Utility Income - Other	6,000.00
<b>Total 421 · Non-Utility Income</b>	<u>6,060.03</u>
<b>Total Income</b>	<u>739,453.25</u>
<b>Gross Profit</b>	739,453.25
<b>Expense</b>	
<b>401 · Operating Expense</b>	
401.1 · PA One Calls	390.73
401.2 · Maintenance of Mains	22,075.51
401.3 · Maintenance of Services	15,488.92
401.4 · Avis/Woolrich Reservoir maint.	1,170.75
401.5 · Water Treatment Expenses	1,061.27
401.6 · Shop Mntce & Supply	3,474.90
401.7 · WELL MAINTENANCE	780.00
<b>Total 401 · Operating Expense</b>	<u>44,442.08</u>
<b>403 · Depreciation Expense</b>	65,561.49

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

	<u>Jan - Dec 22</u>
<b>408 · Taxes Other than Income</b>	
408.10 · Public Utility General Assessme	4,744.00
<b>Total 408 · Taxes Other than Income</b>	4,744.00
<b>408.11 · Property Taxes</b>	5,320.00
<b>409 · Income Taxes</b>	
409.10 · Federal Income Taxes-Op Income	-21.00
409.11 · PA CNI Income Taxes-Op Income	-3.00
<b>Total 409 · Income Taxes</b>	-24.00
<b>427 · Interest Expense</b>	1,777.66
<b>471.01 · Turn on</b>	
471.011 · Emergency call out	57.90
471.012 · Emergency Call Out (OT)	121.66
471.01 · Turn on - Other	214.90
<b>Total 471.01 · Turn on</b>	394.46
<b>601 · Salaries &amp; Wages Employees</b>	
<b>601.1 · Source of Supply &amp; Exp – Operat</b>	
601.11 · Operation Labor	5,805.41
601.111 · Operation Labor (OT)	685.95
601.12 · Pumping Labor	4,596.00
601.121 · Pumping Labor (OT)	2,373.90
<b>Total 601.1 · Source of Supply &amp; Exp – Operat</b>	13,461.26
<b>601.2 · Source of Supply &amp; Exp – Maint.</b>	
601.21 · Maintenance of Reservoirs	1,304.99
601.22 · Maintenance of Wells & Spri	530.75
601.23 · Maintenance of Structures &	499.97
601.24 · Maintenance of Pumping Equip	286.89
<b>Total 601.2 · Source of Supply &amp; Exp – Maint.</b>	2,622.60
<b>601.3 · Water Treatment Exp – Operat</b>	
601.31 · Purification & Lab Labor	10,200.58
601.311 · Purifctn & Lab Labor OT	3,001.95
<b>Total 601.3 · Water Treatment Exp – Operat</b>	13,202.53
<b>601.4 · Water Treatment Exp – Maint.</b>	
601.41 · Maintnce of Structure & Imprvmt	1,376.32
601.411 · Maint of Structures & Imp OT	17.38
601.42 · Maintnce of Purification Equip	1,421.37
<b>Total 601.4 · Water Treatment Exp – Maint.</b>	2,815.07

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

	<u>Jan - Dec 22</u>
601.5 · Trans. & Dist. Exp – Operat	
601.51 · Maps & Records	2,776.69
601.511 · Maps & Records (OT)	882.13
601.54 · Operation of Lines/Hydrants	1,426.89
601.55 · Maintenance of misc equip	3,241.00
601.56 · PA One Calls	5,337.63
601.561 · PA One Calls (OT)	28.95
	<hr/>
Total 601.5 · Trans. & Dist. Exp – Operat	13,693.29
601.6 · Trans. & Dist. Exp – Maint.	
601.61 · Remove & Resetting of Meters	387.63
601.62 · Maintenance of Mains	3,583.51
601.621 · Maintenance of Mains (OT)	309.83
601.63 · Maintenance of Services	5,354.37
601.631 · Maintenance of Services (OT)	98.55
	<hr/>
Total 601.6 · Trans. & Dist. Exp – Maint.	9,733.89
601.7 · Customer Accounts Exp	
601.71 · Meter Readings	2,354.13
601.72 · Collections	259.34
601.73 · Service on Customer's Premise	8,546.79
601.731 · Srvce on Customer's Premise OT	61.80
	<hr/>
Total 601.7 · Customer Accounts Exp	11,222.06
601.8 · Admin & General Exp	
601.81 · Mntnce of Struct & imp offic	1,165.07
	<hr/>
Total 601.8 · Admin & General Exp	1,165.07
Total 601 · Salaries & Wages Employees	67,915.77
603 · Salaries & Wages - Officers...	
603.1 · Source of Supply & Exp – Operat	
603.11 · Operation Labor	22,398.48
603.12 · Pumping Labor	8,178.57
	<hr/>
Total 603.1 · Source of Supply & Exp – Operat	30,577.05
603.3 · Water Treatment Exp – Operat	
603.31 · Purification & Laboratory Labor	30,840.22
	<hr/>
Total 603.3 · Water Treatment Exp – Operat	30,840.22
603.4 · Water Treatment Exp – Maint.	
603.41 · Maintenance of Structures & Imp	481.61
603.42 · Maintenance of Purification Lab	335.14
	<hr/>
Total 603.4 · Water Treatment Exp – Maint.	816.75

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

	<u>Jan - Dec 22</u>
<b>603.5 · Trans. &amp; Dist. Exp – Operat</b>	
603.51 · Maps & Records	2,379.02
603.55 · Maintenance of miscellaneous Eq	2,677.75
603.56 · PA One Calls	820.79
	<hr/>
<b>Total 603.5 · Trans. &amp; Dist. Exp – Operat</b>	5,877.56
<b>603.6 · Trans. &amp; Dist. Exp – Maint.</b>	
603.61 · Removing & Resetting of Meters	712.46
603.62 · Maintenance of Mains	2,878.06
603.63 · Maintenance of Services	2,268.13
	<hr/>
<b>Total 603.6 · Trans. &amp; Dist. Exp – Maint.</b>	5,858.65
<b>603.7 · Customer Accounts Exp</b>	
603.71 · Meter Readings	2,585.29
603.72 · Collections	2,534.40
603.73 · Service on Customer's Premise	2,665.00
	<hr/>
<b>Total 603.7 · Customer Accounts Exp</b>	7,784.69
<b>603.8 · Admin &amp; General Exp</b>	
603.81 · Maint. of Structures & Imp offc	2,643.99
603.82 · General Office Salaries	41,257.70
603.83 · Regulatory Compliance	17,334.28
	<hr/>
<b>Total 603.8 · Admin &amp; General Exp</b>	61,235.97
<b>Total 603 · Salaries &amp; Wages - Officers...</b>	142,990.89
<b>604 · Employee Pensions &amp; Benefits</b>	
604.1 · Health insurance	71,584.72
604.2 · Pension	26,233.87
604.3 · Holiday Pay	5,684.31
604.4 · Paid Vacation	13,996.96
604.5 · Paid Sick Time	3,505.37
604.6 · Bonus	21,350.00
	<hr/>
<b>Total 604 · Employee Pensions &amp; Benefits</b>	142,355.23
<b>615 · Purchased Power</b>	
615.1 · Operations Source of Supply	
615.11 · Well No. 4	3,508.61
615.12 · Well No. 5 & 6	24,343.37
	<hr/>
<b>Total 615.1 · Operations Source of Supply</b>	27,851.98
<b>615.5 · Operations Trans. &amp; Dist.</b>	
615.51 · Booster Pump	2,857.53
615.52 · Avis Reservoir	348.38
	<hr/>
<b>Total 615.5 · Operations Trans. &amp; Dist.</b>	3,205.91

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

	<u>Jan - Dec 22</u>
<b>615.8 · Admin. &amp; General Expenses</b>	
615.81 · Woolrich Office	1,050.20
<b>Total 615.8 · Admin. &amp; General Expenses</b>	<u>1,050.20</u>
<b>Total 615 · Purchased Power</b>	32,108.09
<b>618 · Chemicals</b>	
618.3 · Operations Water Treatment	21,601.91
618.6 · Maintenance Trans. & Dist.	275.00
<b>Total 618 · Chemicals</b>	<u>21,876.91</u>
<b>620 · Materials &amp; Supplies</b>	
620.2 · Maintenance Source of Supply	52.77
620.6 · Maintenance Trans. & Dist.	106.20
620.8 · Admin. & General Expenses	0.00
<b>Total 620 · Materials &amp; Supplies</b>	<u>158.97</u>
<b>632 · Contracted services-Accounting</b>	
632.1 · Quick Books-Graves Accounting	563.13
632.2 · Accountant-Herbein & Company	5,300.00
<b>Total 632 · Contracted services-Accounting</b>	<u>5,863.13</u>
<b>633 · Contracted services-Legal</b>	
633.8 · Admin. & General Expenses	
633.81 · Hawke, McKeon & Sniscak	0.00
<b>Total 633.8 · Admin. &amp; General Expenses</b>	<u>0.00</u>
<b>Total 633 · Contracted services-Legal</b>	0.00
<b>635 · Contracted services-Testing</b>	
635.3 · Operations Water Treatment	2,295.00
635.6 · Maintenance Trans. & Dist.	1,485.00
<b>Total 635 · Contracted services-Testing</b>	<u>3,780.00</u>
<b>636 · Contractual Services - Other</b>	
636.8 · Admin & General Expenses	
636.68 · MCAFEE INTEL SECURITY	164.19
636.81 · Presque Isle Office Contract	36,822.48
636.83 · Norton Internet Security	614.36
636.84 · Solutions for Small Business	3,760.50
636.85 · Quickbooks contract	1,523.90
636.86 · Diversified Technology corp	974.78
636.87 · munibilling contract	1,538.30
636.88 · Website-EIG Domain.com	63.76

## Appalachian Utilities Inc.

## Profit &amp; Loss

January through December 2022

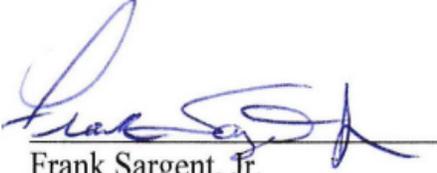
	<u>Jan - Dec 22</u>
636.89 · Website - WIX.COM	254.00
636.8 · Admin & General Expenses - Other	<u>247.00</u>
Total 636.8 · Admin & General Expenses	45,963.27
Total 636 · Contractual Services - Other	45,963.27
636.871 · PCMA - USAGE REPORT	-1,020.25
642 · Rental of Equipment	
642.6 · Maintenance Trans. & Dist.	<u>417.83</u>
Total 642 · Rental of Equipment	417.83
643 · Maintnce of Misc Equip	2,639.71
650 · Transporation Expense	
650.1 · Operations Source of Supply	2,105.68
650.2 · Vehicle Maintenance	11,502.02
650.3 · Operations Water Treatment	2,105.72
650.4 · Maintenance Water Treatment	2,105.74
650.5 · Operations Trans.& Dist.	2,105.70
650.6 · Maintenance Dist. & Trans.	2,105.74
650.7 · Customer Account Expenses	2,105.71
650.8 · Maintenance of Vehicles-PR	1,849.24
650.81 · Maintnce of Vehicles PR	<u>3,285.15</u>
Total 650 · Transporation Expense	29,270.70
656 · Insurance-Vehicle	5,762.00
657 · Insurance-General Liability	11,078.00
658 · Insurance-Work Comp	7,552.00
659 · Insurance-Other	2,600.00
66000 · Payroll Tax Expense	22,681.44
675.1 · Membership Dues	
675.11 · Operator licenses	102.32
675.1 · Membership Dues - Other	<u>4,095.00</u>
Total 675.1 · Membership Dues	4,197.32
675.13 · Educaton	2,682.12
675.14 · Meals	514.93
675.3 · Communication Services	
675.31 · Phone	6,840.46
675.32 · Internet	<u>1,589.70</u>
Total 675.3 · Communication Services	8,430.16
675.4 · Bank Charges	501.97

**Appalachian Utilities Inc.**  
**Profit & Loss**  
 January through December 2022

	Jan - Dec 22
<b>675.6 · Office Expense and Utilities</b>	
675.62 · Sewer	460.35
675.63 · Water	214.14
675.64 · Trash	1,692.25
675.65 · Office Heat	1,886.21
675.66 · Stamps & Envelopes	353.67
675.67 · General Office Supply Expense	1,761.47
675.68 · Office Maintenance Expense	1,062.14
<b>Total 675.6 · Office Expense and Utilities</b>	7,430.23
675.7 · Uniforms	729.88
675.9 · Mailing	4,836.87
<b>Total Expense</b>	695,532.86
<b>Net Ordinary Income</b>	43,920.39
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
416 · Jobbing	
416.11 · Bulk Water - Anadarko	19.30
416.14 · Avis Boro Sewer Collections	262.60
416.15 · Pine Creek Township Collections	0.00
<b>Total 416 · Jobbing</b>	281.90
<b>Total Other Expense</b>	281.90
<b>Net Other Income</b>	-281.90
<b>Net Income</b>	<b>43,638.49</b>

## VERIFICATION

I, Frank Sargent, Jr., President of Appalachian Utilities, Inc., hereby state that the facts set forth in the foregoing Application and its Attachments 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 in this matter. This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Frank Sargent, Jr.  
President  
Appalachian Utilities, Inc.

Dated: February 2, 2024

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**SERVICE BY EMAIL ONLY:**

Patrick Cicero, Esquire  
Office of Consumer Advocate  
555 Walnut Street  
5th Floor Forum Place  
Harrisburg, PA 17101  
[ra-oca@paoca.org](mailto:ra-oca@paoca.org)

Allison Kaster, Director  
PA Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
[akaster@pa.gov](mailto:akaster@pa.gov)

NazAarah Sabree  
Small Business Advocate  
Pennsylvania Office of Small Business Advocate  
555 Walnut Street, 1<sup>st</sup> Floor  
Forum Place  
Harrisburg, PA 17101  
[ra-sba@pa.gov](mailto:ra-sba@pa.gov)



---

Thomas J. Sniscak, Esq.  
Todd S. Stewart, Esq.

Dated: February 2, 2024