



Elizabeth Rose Triscari
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1574 | Fax: 717-550-1255
elizabeth.triscari@amwater.com

February 8, 2024

VIA ELECTRONIC FILING

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

In re: Joint Petition of Pennsylvania-American Water Company
and the Pennsylvania Department of Environmental
Protection Requesting an *Ex Parte* Emergency Order in
Regard to Receivership of East Dunkard Water Authority

Docket No. P-2023-3043950

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company ("Pennsylvania-American"), please find the enclosed Commonwealth Court Order entered February 8, 2024, appointing Pennsylvania-American as Receiver of East Dunkard Water Authority as of February 8, 2024.

Should you have any questions, please feel free to contact me.

Sincerely,

Elizabeth Rose Triscari

cc: Stephen DeFrank, Chairman
Kimberly M. Barrow, Vice Chairman
Ralph V. Yanora, Commissioner
Kathyn L. Zarfuss, Commissioner
John F. Coleman, Commissioner
All Parties on the Attached Certificate of Service (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Petition of Pennsylvania-American :
Water Company and the Pennsylvania :
Department of Environmental Protection : Docket No. P-2023-3043950
Requesting an *Ex Parte* Emergency Order :
in Regard to Receivership of East :
Dunkard Water Authority :

CERTIFICATE OF SERVICE

I hereby certify that I have this 8th day of February served a true copy of the foregoing correspondence upon the parties, listed below and in the manner below in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SENT VIA ELECTRONIC MAIL ON FEBRUARY 8, 2024

Patrick Cicero, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
ra-oca@paoca.org

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

Allison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
akaster@pa.gov

Wendy D. Carson, Esquire
Assistant Counsel
Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222
Phone: 412.442.4243
wecarson@pa.gov

Respectfully submitted,



Elizabeth Rose Triscari, Esquire (PA ID 306921)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1574
Email: elizabeth.triscari@amwater.com

***Attorney for Pennsylvania-American Water
Company***

the conditions set forth in this Order, the Order of the Pennsylvania Public Utility Commission (“Commission”) adopted November 9, 2023 and entered November 20, 2023 (“Commission Order”), and the laws of the Commonwealth. The Receiver’s possession and control of the Authority, Assets, and System shall not be disturbed absent an order of this Court.

4. ***Compensation.*** Receiver’s compensation shall be the fully-loaded cost incurred by the Receiver (including salaries, wages, and benefits of personnel performing the services and work of the Receiver, and services, supplies and materials performed or provided by contractors or suppliers in relation to the services and work of the Receiver) plus an allowance of 10% for overhead and administration. The Receiver’s compensation shall be (1) from the revenues from the Authority’s Assets, or (2) may be advanced by the Receiver and charged to a deferred expense account as provided in the Commission Order.

5. ***Specific Authorizations.*** In its capacity as Receiver for the Authority, the Receiver is authorized and empowered to:

(a) Direct and take possession and full control of the Assets of the Authority and the System, and all records of the Authority, and exercise full

control over, prevent waste, and preserve, secure and safeguard the Assets of the Authority and System.

(b) Operate the System and manage the Assets of the Authority in the name of the Authority.

(c) Undertake such actions, including capital and operational improvements, as are reasonable, prudent and appropriate to correct deficiencies in the physical condition and operations of the Authority's facilities and System in order to bring the System into compliance with the Pennsylvania Safe Drinking Water Act and regulations and all other applicable State, Federal, and local laws and regulations. The capital and operational costs of such actions incurred by the Receiver shall be eligible for the deferred expense account provided under the Commission Order.

(d) Maintain, apply for or modify any existing or necessary permits, licenses, approvals, authorizations, orders, consents, registrations, or filings for the construction, improvement and operation of the System.

(e) Conduct an evaluation of the System, identify deficiencies in the System's physical conditions, facilities and operational procedures, identify and prepare a plan of capital and operational improvements to (i) improve System performance and compliance with applicable law, (ii)

address or anticipate the obsolescence of portions of the System, (iii) reduce the cost of operating the System, (iv) provide cost savings or efficiency innovations to the System, or (v) comply with existing or anticipated changes to applicable laws and regulations, and report the results of such evaluation to the Court, the Department of Environmental Protection (“Department”), the Commission and the Authority Board (the “Improvements Plan”).

(f) Subject to the provisions of Paragraph 6, undertake and implement any capital and operational improvements (including but not limited to those improvements described in Paragraph 7) reasonably required to bring the System into compliance and maintain compliance with the requirements of the Pennsylvania Safe Drinking Water Act and regulations and other applicable environmental, health and safety laws (the “Department Mandated Improvements”) and those additional improvements identified in the Improvements Plan as reviewed and approved by the Commission (“Commission Approved Projects”). The capital and operational costs of such Department Mandated Improvements and Commission Approved Projects incurred by the Receiver shall be eligible for the deferred expense account provided under the Commission Order.

(g) Provide a certified water treatment plant operator to supervise operation of the System and provide all supervision and personnel necessary to operate the System in a professional, efficient and economic manner, and in accordance with sound public water supply system operating practices and prudent industry and utility standards.

(h) Notify appropriate regulatory or governmental agencies regarding any emergency or other condition which, in the reasonable judgement of the Receiver, is likely to result in material loss or damage to the System or constitute a material threat to human health or safety.

(i) Respond to System emergencies by taking necessary and appropriate action to (i) provide notices and warning to System customers of deficient water quality or treatment performance in the manner and to the extent required by applicable laws and regulations, (ii) provide bottled water or alternative potable water supplies (e.g., water buffalos) to serve System customers where necessary until deficiencies can be corrected; and (iii) undertake and implement corrective actions to restore and ensure the continued provision of adequate, efficient, safe and reasonable service.

(j) Provide for normal routine maintenance of the System and the provision of supplies for the System.

(k) Keep financial and accounting records and all pertinent operating data and information relating to the system as prudent industry and utility practices would require.

(l) Assume and manage the Authority's billing and collection functions.

(m) Provide customer service to the Authority's customers.

(n) Enter into contracts in the name of the Authority for the acquisition of materials, supplies, services, construction, improvements, repairs and other purposes related to the System. The Court specifically finds that the deficient condition of the System constitutes an emergency which threatens public health and safety; and until such deficiencies are corrected and the System has been restored to being capable of providing safe, adequate and reliable supply of water to the public, the Receiver may, in the name of the Authority, procure such contracts pursuant to the emergency procurement provisions of the Municipality Authorities Act and other applicable state laws.

(o) Enforce, amend, renew, extend, terminate, or enter into contracts, agreements and understandings in the name of the Authority as necessary and appropriate for the operation and maintenance of the Assets

and System, excepting the Purchase Agreement referenced in Paragraph 11 of this Order.

(p) Receive and utilize grant funds in the name of the Authority and borrow money in the name of the Authority necessary for the implementation of corrective actions and continued provision of adequate, efficient, safe and reasonable service to the customers of the System. The Receiver should use reasonable efforts to access and utilize grant funds to the extent such funds are available in a timely manner to fund Department Mandated Projects and Commission Approved Projects.

(q) Administer the Authority's existing regulations and collect the Authority's existing rates.

(r) Subject to review and approval by the Court, propose and adopt adjustments to the Authority's reasonable and uniform rates and regulations consistent with the Municipality Authorities Act as necessary and appropriate to fund and govern operations of the System.

(s) Submit all necessary paperwork regarding the System to regulatory agencies on behalf of the Authority.

(t) Submit an initial status report to the Court, the Department, Commission, and the Authority Board, within 60 days of assuming operations and then quarterly thereafter to provide any relevant updates concerning the condition of the System and activities performed by the Receiver pursuant to this Order. The status reports should include a listing of Department Mandated Improvements and Commission Approved Projects, and a listing of any recommended additional capital improvements to address the objectives set forth in Paragraph 5(e).

(u) Make reasonable efforts to establish the financial position of the Authority as of the date the Receiver assumed receivership.

(v) Petition the Court and Commission to add or remove any duties or responsibilities; however, the Receiver must continue to fulfill all duties and responsibilities until such duties or responsibilities are removed by the Court.

(w) Utilize existing Commission-approved affiliated entities to provide services to the Authority, provided that the Receiver provides the Commission written notice identifying which affiliates are providing services for which approval under 66 Pa. C.S. § 2102 would typically be required.

(x) Perform the aforementioned actions and responsibilities either directly, through Commission-approved affiliates, or through competitive operation and maintenance agreements or any combination thereof.

(y) Issue demands in the name of the receivership upon the U.S. Postal Service, or any other public or private entity, to gain exclusive possession and control of such postal boxes as may have been used by the Authority and/or its agents for the receipt of income and other mail related to the Assets and System. Receiver is authorized to open all mail addressed to the Authority, its agents, employees or representatives, or all persons or entities acting under or in concert with the Authority and received at the Property. Receiver is authorized to make copies of such received mail and then forward the mail to the Authority, its agents, employees, or representatives, or all persons or entities acting under or in concert with the Authority.

(z) Hire and discharge on-site employees and establish pay rates for same. The Receiver shall conduct a review of the skills, qualifications, and performance of current staff and appropriate staffing levels for the System. Based on such review, current employees who are retained shall be maintained as at will employees at their current rate of pay, subject to

adjustment based upon the Receiver's evaluation of each given employee's skills, qualifications and performance.

6. *Court Approval of Certain Capital Improvement Project Expenditures*

(a) Any capital improvement projects involving an expenditure in excess of \$10,000.00 to be paid from Authority funds or funds borrowed in the name of the Authority shall require approval of the Court.

(b) The following expenditures by the Receiver shall not require any additional approval by the Court, and shall not be subject to objection by the Authority Board:

(i) Any capital expenses required by Paragraph 7 of this Order;

(ii) Any capital expenses funded by the Receiver and charged to the deferred expense account;

(iii) Any capital expenses funded by grants obtained by or administered by the Receiver;

(iv) Any operational expenses associated with operation and maintenance of the System regardless of the source of funds, including repairs (for example, fixing a main break or addressing equipment failures).

(c) The Receiver shall obtain Court approval under this paragraph by submitting an application describing the recommended capital expenditure project and estimated amount associated with the project, with copies of the application served on the Department, the Commission and Authority Board. The Authority Board shall have ten (10) days to file comments or objections with the Court. Courtesy copies or a statement of no objection should be emailed to the administering Judge, c/o richard.procida@pacourts.us. The Authority Board shall bear the burden of demonstrating that the expenditure is not reasonable, prudent and appropriate to correct deficiencies in the physical condition and operations of the Authority's facilities and System in order to bring the System into compliance with the Pennsylvania Safe Drinking Water Act and regulations (including all primary and secondary drinking water standards) and all other applicable State, Federal, and local laws and regulations. If no objections are filed with the Court within ten (10) days, the expenditure shall be deemed approved. In response to comments or objections timely filed, the Court may convene a conference or hearing before acting on the application.

7. ***Specific Actions by the Receiver.*** In its capacity as Receiver for the Authority, the Receiver is directed to take the following specific actions:

(a) Within three (3) days from the date of this Order, (i) the Receiver shall retain, and at all times thereafter maintain, the services of a qualified, properly-certified drinking water system operator, who meets the requirements of 25 Pa. Code § 109.704, the Water and Wastewater Systems Operators' Certification Act, 63 P.S. §§ 1001-1016, and 25 Pa. Code Chapter 302, Subchapter L, ("Certified Operator") to direct and supervise operation of the System. The Receiver may retain and designate one or more additional qualified, properly-certified drinking water system operators who meet such requirements to serve as alternates or backups to the Certified Operator, each of whom may exercise the role of Certified Operator.

(b) Within three (3) days from the date of this Order, Receiver shall (i) complete and electronically submit to the Department a "Change of Available Operator Form," identifying the certified operator(s) retained pursuant to Paragraph 7(a), above; (ii) email a copy of the completed "Change of Available Operator Form" to the Department at the following email address: RA-EPSWSDW@pa.gov; and (iii) email a copy of the completed "Change of Available Operator Form" to the selected Operator in responsible charge as required by 25 Pa. Code § 302.1206(a). Following the Receiver's initial designation of a Certified Operator, the Receiver may

substitute another qualified, properly certified drinking water system operator as Certified Operator for the System, upon delivery of a Change of Available Operator Form to the Department.

(c) Promptly after designating the Certified Operator, the Receiver shall provide training, direction and supervision to System staff to assure that all process control decisions (as defined in 25 Pa. Code § 302.101) at the System shall be made by either: (i) an appropriately Certified Operator; or (ii) staff operating in consultation with a Certified Operator for the System; or (iii) staff operating under Standard Operating Procedures (“SOPs”) approved by the “operator-in-responsible-charge,” as defined in 25 Pa. Code § 302.101, for the System. In order to qualify under clause (iii) of the preceding sentence, SOPs shall conform to the requirements outlined in 25 Pa. Code § 302.1204.

(d) For each calendar quarter after the date of this Order, Receiver shall implement the Authority’s filter bed evaluation program or an updated filter bed evaluation program prepared by the Receiver, and submit to the Department the results of the first two filter bed evaluations performed by the 10th day of the month following the quarter in which the filter bed

evaluation was conducted or within 30 days after the date of this Order, whichever is later.

(e) Within thirty (30) days from the date of this Order, Receiver shall submit to the Department for approval a revised Filter Corrective Action Plan that contains a schedule to implement the improvements identified in the Filter Evaluation Report prepared by Water Service Professionals of PA dated January 17, 2023. The Filter Corrective Action Plan shall include a description of the process to be followed if, during the course of implementing the Filter Corrective Action Plan, additional deficiencies are discovered in the filter system, including (i) reporting such conditions to the Department, (ii) submission to the Department of an amended Filter Corrective Action Plan including a revised schedule that identifies and takes into account the actions necessary to address such additional conditions; and (iii) implementation of the amended Filter Corrective Action Plan as approved by the Department. Pursuant to a bid package issued by the Authority, the Authority identified JP Environmental as the lowest responsible bidder for a project related to filter media replacement and related work. If a contract is awarded by the Authority for such work prior to the date of this Order, the Receiver shall administer such contract in the name of the Authority subject to the Receiver's authorities

pursuant to Section 5(o). If a contract is not awarded by the Authority for such work prior to the date of this Order, the Receiver shall determine if the scope of work to be undertaken is appropriate and complete and if JP Environmental is qualified to perform such work, and may enter into any contracts for such work subject to the Receiver's authorities pursuant to Section 5(n) and (o).

(f) Within thirty (30) days from the date of this Order, Receiver shall install an overflow and a receiving basin or other form of secondary containment meeting applicable regulatory standards capable of receiving and containing accidental spills or overflows for the orthophosphate and other chemical drums at the water treatment plant.

(g) Within thirty (30) days from the date of this Order, the Receiver shall:

(i) utilizing either its own personnel experienced in Supervisory Control and Data Acquisition ("SCADA") systems and/or a qualified SCADA contractor, conduct an evaluation of the SCADA system at the water treatment plant, including, but not limited to, the accuracy of (1) the data recorded in the SCADA system compared to the data displayed on each of the four turbidimeters, (2)

the SCADA system's turbidity recording scale, and (3) recording of turbidity data from each filter at the water treatment plant; and

(ii) provide a report to the Department and the Authority describing the results of such evaluation, including a plan and schedule of recommended hardware or software repairs, component replacements, or SCADA system improvements required to provide accurate alarms and controls over water treatment plant operations and performance. The schedule will provide for implementation of such corrective actions in a diligent manner as soon as reasonably practicable. Upon Department approval, the Receiver shall implement the plan according to the schedule contained therein.

8. *Financial Matters.*

(a) The Receiver is authorized, empowered and directed to deposit all receipts and revenues coming into the Receiver's or Authority's possession into a federally-insured bank having an office in Pennsylvania to be selected in the Receiver's sole discretion with due regard for the safety, preservation, and protection of such funds, and shall use such accounts as an operating fund for the Assets and the System. Any accounts established by the Receiver related to the Assets shall be designated such that it is clear that

the Receiver is safeguarding such funds in its capacity as a receiver (collectively, the “Receivership Account”).

(b) Should the Receiver acting on behalf of the Authority be unable to obtain necessary financing for ensuring the continued provision of adequate, efficient, safe and reasonable service to the customers of the System, the Receiver, at its option, may directly provide financing for the Authority. Any such financing provided by the Receiver shall be eligible for the deferred expense account provided under the Commission Order.

(c) As provided in the Commission Order, the Receiver may establish a deferred expense account for expenses incurred by the Receiver resulting from this Order, including prudent and reasonable legal expenses.

(d) The Receiver shall not assume any debt incurred by the Authority unless such assumption is approved through an Order by the Commission.

9. *Liability Protections.*

(a) The Receiver shall not be liable for preexisting conditions, defects, or regulatory or statutory violations arising from the Authority’s management, operation and maintenance of the Assets and System,

including any noncompliance during the receivership period arising from such preexisting conditions, defects, or regulatory or statutory violations. The Receiver shall have no liability for any acts or omissions taken within the scope of authority set forth in this Order with respect to the Authority, the Assets, the System, except to the extent arising due to Receiver's gross negligence or willful misconduct. Any risk, obligation or liability incurred by Receiver acting within the scope of its authority set forth in this Order (other than arising due to Receiver's gross negligence or willful misconduct) shall be the risk, obligation or liability of the Authority and receivership's estate, to be satisfied from the revenues and assets of the Authority and receivership estate. In the event a suit is filed against Receiver or any of its affiliates, directors, officers, managers, members or partners which relate to or arise out of the receivership or operation of the System, then (and except to the extent arising due to the gross negligence or willful misconduct of the aforementioned parties, or conduct beyond the scope of the Receiver's authority set forth in this Order), to the extent that the revenues and assets of the Authority and receivership estate are insufficient, the Authority shall reimburse Receiver for the costs and fees of defending such action, including insurance premiums, deductibles, retentions, costs, expenses, attorneys' fees, settlements costs, and any appeals thereof to final

resolution and award of judgments by advancing such amounts. Any such amounts advanced by the Receiver pursuant to this paragraph shall be an obligation of the Authority.

(b) No individual or entity may sue the Receiver with respect to the Assets or the System, or this Order, without first obtaining permission of the Court, excepting that nothing shall preclude the Department from taking such action as it deems necessary against the Authority to enforce the laws of the Commonwealth or its regulations, or to protect the public health, safety and welfare.

10. ***Further Authorities.*** Receiver shall be vested with all powers, rights and duties of receivers to the greatest extent provided by law.
11. ***Limitation on Receiver Powers.*** The powers of the Receiver are subject to the following limitation:

The Receiver may not act on behalf of the Authority with respect to any matters concerning the Asset Purchase Agreement between the Authority and Pennsylvania-American Water Company dated as of July 23, 2023 (the “Purchase Agreement”), including the negotiation or modification of any terms of the Purchase Agreement, the resolution of claims or disputes under the Purchase Agreement or

proceedings before the Commission relating to the Purchase Agreement. If requested by the Authority, the Receiver shall disburse funds from Authority funds held by the Receiver to pay for the services of counsel and other professionals representing the Authority in matters concerning the Purchase Agreement. Any modification to the Purchase Agreement or the resolution of claims or disputes under the Purchase Agreement shall be subject to review and approval by the Commission.

12. ***Legal Consultation Fund for Authority Board.*** The sum of \$10,000 shall be set aside from the Authority funds held by the Receiver (the “Consultation Fund”) to pay for the reasonable costs of legal or other professional consultation services to be provided to the Authority Board for participating in the review of any application for capital expenditure projects submitted to the Court under Paragraph 6. The Authority Board may submit requests to the Receiver for disbursement of funds held in the Consultation Fund, together with supporting documentation. Any questions or disagreements regarding requested disbursements from the Consultation Fund shall be submitted to the Court for resolution. The Consultation Fund shall be separate from funds that may be disbursed for legal or other professional consultation services under Paragraph 11.

13. Cooperation by Authority and Related Parties.

(a) While this receivership is pending, and until further orders by this Court, the Authority, employees, attorneys, any other persons or entities in active concert or participation with them, shall cooperate with and are hereby enjoined from knowingly interfering with Receiver or its duly appointed agents or representatives in connection with the management, control, and possession of the Assets and System, and from interfering with the operations of Receiver as herein authorized. Said parties and entities are hereby ordered to immediately turn over possession and control of the Assets and System, together with all records, facilities, equipment, physical or virtual keys, fobs, security codes, passwords, cash, bank accounts, accounts receivable, security deposits, pre-paid rent, petty cash, advance deposits, royalties, issues, profits, income or other funds in bank accounts or other depository accounts for the Authority, including any statements of deposit, advances or prepaid contracts or rent, credit card accounts, records of advance deposits or payments, websites, social media accounts, general ledgers, insurance policies, payroll and personnel records, environmental reports, memoranda, correspondence and other personal property pertaining to the Assets if in the possession, custody, or control of the Authority or hereafter received or obtained. Within forty-eight (48) hours of the entry of

this Order, the Authority shall deliver its federal tax identification number to Receiver, which Receiver may use in its discretion. The Authority shall surrender possession and control of all vehicles and vehicle title and registration records used in the operation of the Assets and System or that the Authority otherwise owns. The Authority shall not terminate any paid-up insurance policy related to the Assets and shall take such reasonable steps to have Receiver listed as a named insured under each such policies and/or any other policies that Receiver procures for itself or the Assets pursuant to this Order. Authority shall not terminate any utility service related to the Property.

(b) Authority and its representatives, partners, and agents are hereby further ordered and directed to promptly turn over to Receiver any and all revenues, income, cash, or funds on deposit collected by them or their agents arising out of the management, operation, or ownership of the Assets, including any and all security deposits and any and all service fees or other payments (whether held by the Authority or its representatives, partners or agents), together with a complete accounting for such funds, and shall make no further disbursement or distribution of said income, cash or funds. Should such parties come into possession of any such service fees, revenues, proceeds, or other sums subsequent to the date of entry of this

Order, any such party is hereby ordered and directed promptly to remit the same to Receiver in the form received.

(c) Receiver is authorized to serve a copy of this Order on, take possession of and receive from all depositories, banks, brokerages and otherwise (collectively, the “Financial Institutions”), any money on deposit in all such Financial Institutions belonging to or arising from the operation of the Assets, whether such funds be in accounts titled in the name of the Authority or not. All such Financial Institutions shall take such steps as is necessary to restrain or prevent the Authority from withdrawing, disbursing, distributing, or causing the diversion of any funds, cash, income, deposits in any of Authority’s bank accounts. The Authority, its agents and any such Financial Institution maintaining an account with such funds shall immediately turnover control of all funds of the Authority in the Authority’s or its agents’ bank accounts to Receiver. Any Financial Institution maintaining the Authority’s bank accounts shall provide to Receiver a complete listing of account numbers under the name of the Authority, including accounts previously closed. For each such account the Financial Institution shall provide the current balance for each account and, upon request by Receiver, shall provide monthly bank statements (and details of

any such transactions as requested) for a period of up to one year prior to entry of this Order.

14. In carrying out the duties contained in this Order, Receiver is authorized, but not required to employ attorneys, accountants, other professionals, contractors, managing agents, leasing agents, and any other persons, firms or corporations necessary or appropriate to the orderly and efficient management of the Assets.
15. The Receiver shall provide to the Authority Board any reports or plans submitted by the Receiver to the Department, the Commission or the Court relating to implementation of this Order.
16. No bond shall be required.
17. Receiver shall, during the pendency of this action, have the right to apply to this Court for further instructions or directions, or authority.
18. The Receiver may petition the Court and Commission for modification or termination of this receivership, or to appoint another or an additional entity as receiver of the Authority.
19. Within four months of the date of this Order, Pennsylvania-American Water Company shall advise the Parties and the Court if it has determined that it is

able and willing to move forward with the transaction contemplated by the Purchase Agreement (the “Transaction Notice”). If Pennsylvania-American Water Company determines that it can move forward with such transaction, it shall file an application with the Commission pursuant to Section 501 of the Public Utility Code within fourteen (14) days after providing the Transaction Notice. If during the four month period following the date of this Order, Pennsylvania-American Water Company determines at any time that it is not able and willing to move forward with the transaction contemplated by the Purchase Agreement, it shall promptly provide notice of such to the Parties and the Court and file a petition pursuant to Paragraph 18 to appoint another receiver for the Authority. Pennsylvania-American Water Company shall continue to serve as the Receiver for a temporary period of time pending approval by the Court of a replacement Receiver. Nothing in this paragraph or in the delivery of the Transaction Notice shall modify the terms and conditions of the Purchase Agreement or be interpreted to constitute a waiver by any Party to the Purchase Agreement of its rights, obligations, claims or defenses under the Purchase Agreement.

20. If closing of the transaction contemplated by the Purchase Agreement occurs, within 30 days after such closing, the Receiver shall file with the Court a petition to terminate the receivership and provide for appropriate

distribution of any remaining Assets of the Authority, and within such time period after approval of such petition as specified in the Court's order approving the petition, the Receiver shall file with the Court a final accounting of the receivership expenses.

21. All terms and obligations contained in the Department's August 25, 2022 Administrative Order that are not otherwise modified by this Order shall remain in full force and effect.
22. Jurisdiction over this matter is hereby retained.

BY THE COURT:



BONNIE BRIGANCE LEADBETTER,
President Judge Emerita

Order Exit
02/08/2024