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PUBLIC VERSION

June 21, 2024

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the East Dunkard Water Authority's assets, properties and rights related to its water system to Pennsylvania-American Water Company, and (2) the right of Pennsylvania-American Water Company to begin to offer or furnish water service to the public in Dunkard, and portions of Monongahela, Greene, Cumberland, Perry, and Whiteley Townships, all in Greene County, Pennsylvania – Docket No. A-2024-

In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of the Asset Purchase Agreement By and Among East Dunkard Water Authority, and Pennsylvania-American Water Company, as Amended – Docket No. U-2024

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of \$350 for the Commission's filing fee. Please note that **Appendix P** is **CONFIDENTIAL** and should be treated as such. A Certificate of Service is also attached.

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

Sincerely,

Elizabeth Rose Triscari

Enclosure

cc: All Parties on the Attached Certificate of Service (*via the manner specified*)
Sean Donnelly, Bureau of Technical Utility Services (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American :
Water Company under Section 1102(a) of the :
Pennsylvania Public Utility Code, 66 Pa. C.S. :
§ 1102(a), for approval of (1) the transfer, by :
sale, of substantially all of the East Dunkard :
Water Authority’s assets, properties and rights :
related to its water system to Pennsylvania- : Docket No. A-2024-_____ :
American Water Company, and (2) the right of :
Pennsylvania-American Water Company to :
begin to offer or furnish water service to the :
public in Dunkard, and portions of :
Monongahela, Greene, Cumberland, Perry, and :
Whiteley Townships, all in Greene County, :
Pennsylvania. :

In re: Filing by Pennsylvania-American Water :
Company under Section 507 of the :
Pennsylvania Public Utility Code, 66 Pa. C.S. : Docket Nos. U-2024-_____, *et al.* :
§ 507, of the Asset Purchase Agreement By :
and Among East Dunkard Water Authority, :
and Pennsylvania-American Water Company, :
as Amended :

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Application upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Service in the manner listed below addressed as follows on June 21, 2024

Patrick Cicero, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

George Jugovic, Assistant Regional Counsel
Chris L. Ryder, Assistant Counsel
Pennsylvania Department of Environmental
Protection – Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745
(via electronic mail)

Pennsylvania Department of Environmental
Protection
Rachel Carson State Office Building
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Harrisburg, PA 17101
(via first-class mail)

Allison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Lane M. Turturice, Esquire
East Dunkard Solicitor
Turturice & Associates, LLC
70 East Wheeling Street
Washington, PA 15301
(via electronic mail)

Respectfully submitted,



Elizabeth Rose Triscari, Esquire (PA ID 306921)
Pennsylvania-American Water Company
852 Wesley Drive
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**Attorney for Pennsylvania-American Water
Company**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the East Dunkard Water Authority’s assets, properties and rights related to its water system to Pennsylvania-American Water Company, and (2) the right of Pennsylvania- American Water Company to begin to offer or furnish water service to the public in Dunkard, and portions of Monongahela, Greene, Cumberland, Perry, and Whiteley Townships, all in Greene County, Pennsylvania.

: Docket No. A-2024-_____

In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of the Asset Purchase Agreement By and Among East Dunkard Water Authority, and Pennsylvania-American Water Company, as Amended

: Docket No. U-2024-_____, *et al.*

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company (“PAWC”) hereby respectfully requests that the Pennsylvania Public Utility Commission (“Commission”) issue such Orders, Certificates of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a) of the Pennsylvania Public Utility Code (“Code”), 66 Pa. C.S. § 1102(a), of (1) the transfer, by sale, of substantially all of the assets, properties and rights of the East Dunkard Water Authority (“EDWA” or “Authority”) owned and used in connection with operating and maintaining the water system (the “System”), to PAWC, and (2) PAWC’s right to offer, render, furnish and supply water service in the areas served by EDWA including Dunkard Township, and portions of Cumberland, Greene, Monongahela, Perry and Whiteley Townships,

all in Greene County, Pennsylvania.

2. PAWC further requests, pursuant to Code Section 507, 66 Pa. C.S. § 507, the issuance of Certificate of Filing for approval of the following agreement, as amended between PAWC and a municipal corporation: Asset Purchase Agreement By and Between the East Dunkard Water Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of July 23, 2023, including the First Amendment dated as of November 3, 2023 and Second Amendment dated as of January 25, 2024 (attached hereto as **Appendix “A”**);

3. PAWC further requests approval to make effective upon closing the *pro forma* tariff supplement attached hereto as **Appendix “B”**.

4. The name and address of the Applicant is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

The name and address of the Applicant's attorney are:

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

5. PAWC is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of collecting, treating, storing, supplying, distributing, and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater service is furnished by PAWC to the public in a service territory encompassing more than 418 communities in 37 counties across the Commonwealth with a combined population of approximately 2,400,000. A description of PAWC's existing certificated water

and wastewater service territory is found in **Appendix “C”**, attached hereto, along with a detailed corporate history, outlining all the mergers, acquisitions and consolidations, which have created PAWC as it exists on the date of this Application.

6. EDWA is a municipal authority established on December 6, 2010, under the laws of the Commonwealth of Pennsylvania.¹ EDWA furnishes water service to approximately 1,593 customers. PAWC is currently the Receiver of EDWA, as authorized by the Commission by Order dated November 1, 2023 following a Joint Application by PAWC and the Pennsylvania Department of Environmental Protection (“PADEP” or the “Department”) at Docket No. P-2023-3043950 (“PUC Receivership Proceeding”), and upon having been appointed as such by the Pennsylvania Commonwealth Court (“Commonwealth Court”) by Order dated February 8, 2024, Docket Nos. 557 MD 2022 and 490 ND 2023 (consolidated) (“Commonwealth Court Receivership Proceeding”).

7. As of May 31, 2024, PAWC furnished water service to 685,242 residential, commercial, industrial, municipal, fire and bulk customers in Pennsylvania. The total number of customers by class are as follows:

Residential	630,935
Commercial	47,040
Industrial	545
Municipal	2,306
Misc., SFR / Bulk	2,327
Fire	4,394

¹ The East Dunkard Water Association ("Association") was formed in 1969 to provide public water service to Dunkard Township and adjacent areas. On December 6, 2010, The East Dunkard Water Authority was formed in Dunkard Township and is the Authority's sole incorporating municipality. In 2011, pursuant to a lease agreement between the Association and the Authority dated October 13, 2011, the Authority assumed control over the provision of water service to Dunkard Township and adjacent areas of the Association. In 2022, the Authority began condemnation proceedings to acquire all the Association's assets. The condemnation proceedings were finalized in March 2023 and the water system assets are now solely owned by the Authority.

A. TRANSFER BY SALE, OF SUBSTANTIALLY ALL OF THE EAST DUNKARD MUNICIPAL AUTHORITY’S ASSETS, PROPERTIES AND RIGHTS TO PENNSYLVANIA-AMERICAN WATER COMPANY

Summary of Transaction

8. On July 23, 2023, PAWC and EDWA entered into an Asset Purchase Agreement to sell all of the assets, properties and rights of EDWA’s System (other than the Excluded Assets as defined in Section 1.4 of the APA) to PAWC (the “Transaction”). That agreement was subsequently amended on November 3, 2023 and January 24, 2024. A copy of the Asset Purchase Agreement and amendments (collectively, the “APA”) are attached as (**Appendix “A”**).

9. There is attached a certified copy of the resolutions adopted by the Board of Directors of PAWC authorizing the execution of the APA and the consummation of the proposed transfer (**Appendix “D”**). A copy of the minutes from the June 29, 2023, meeting of EDWA’s Board where it ratified the Board’s execution of the APA is attached as (**Appendix “E”**).

Background Financial Information

10. There is attached hereto the audited balance sheet of EDWA as of December 31, 2021 (**Appendix “F”**), which is the latest available,² and PAWC’s audited balance sheet as of December 31, 2023 (**Appendix “H”**).

11. There is attached hereto the income statement of EDWA for the 12 months ending December 31, 2021 (**Appendix “I”**) which is the latest available, and PAWC’s audited

² Until March 2023, a portion of the System assets were owned by the Association. As such, assets owned by the Association are not included in the Authority’s 2021 financial statements, which are the most recent audited financial statements available. Audited financial statements are not available for the Association; however, an independent accountant’s review report representing financial information (**Appendix “G”**) indicates that the net book value of Association assets was \$0.

income statement for the 12 months ending December 31, 2023 (**Appendix “J”**).

12. All the annual reports, tariffs, certificates of public convenience, applications, securities certificates and similar documents filed with this Commission by PAWC and its predecessors are made a part hereof by reference.

Terms and Financial Impact of the Transaction

13. As noted above, this Application seeks, among other things, approval of the transfer to PAWC of substantially all the water assets, property and rights of EDWA. The terms and conditions of the Transaction are contained in the executed APA between PAWC and EDWA at **Appendix “A”**. The specific properties, assets, and rights to be transferred to PAWC are defined and described in Sections 1.1 and 1.2 of the APA.

14. The consideration for the transfer of EDWA is set forth in the APA’s Section 2.1. The purchase price is \$5,000,000. The Transaction is and was negotiated at arm's length. PAWC and EDWA are not affiliated with each other.

15. No investment securities will be transferred in the proposed Transaction.

16. Attached hereto is an audited *pro forma* balance sheet of PAWC as of December 31, 2023, giving effect to the transfer (**Appendix “K”**). PAWC intends to undertake an original cost study to determine the original cost and accumulated depreciation of EDWA’s utility plant in service (“DOC”) and claim an addition to rate base as result of this Transaction. Preliminary analysis indicates that the DOC is greater than the \$5 million purchase price.

17. Attached hereto is an audited *pro forma* consolidated income statement of PAWC for the 12 months ending December 31, 2023, and EDWA for the 12 months ending December 31, 2021 (**Appendix “L”**).

18. Tentative journal entries to record the transfer in PAWC's accounts are set forth below, based upon the books of EDWA and the purchase price.

Utility Plant (Net)	\$5,000,000.00
Short Term Debt/Cash	\$5,000,000.00

19. The estimated annual revenues and expenses of PAWC in connection with serving EDWA are set forth in **Appendix “M”**.

20. PAWC will use either short-term debt or cash on hand to pay the purchase price of the assets.

Transaction’s Effect on Service and Rates

21. The proposed transfer will have no detrimental effect on the service provided to PAWC’s existing customers or the customers transferred to PAWC by EDWA.

22. The Transaction will have a beneficial effect on the service provided to customers of EDWA in that they will permanently receive the benefit of PAWC's experience in managing and operating water systems which will result in efficiencies impacting rates in a beneficial way and a substantial improvement in water service to the customers to be transferred. Such benefits have already begun to be realized through PAWC’s Receivership and will continue upon closing of the Transaction, as described more fully below.

23. The Transaction will have a beneficial effect on PAWC’s existing customers because the acquisition will expand the customer base, over which existing and future costs are recovered and thereby, stabilizing or reducing per-customer costs over the long term.

24. The Transaction will have no immediate effect on the rates for service to be charged to PAWC’s existing customers.

25. Regarding the customers to be transferred to PAWC by EDWA, there will be no immediate effect on the rates for water service. PAWC will adopt EDWA's existing rates for water service at the time of closing the Transaction, as agreed to in the APA. Additionally, immediately following closing of the Transaction, the customers being transferred by EDWA to PAWC will be subject to PAWC's prevailing water tariff on file with, and approved by, the Commission with respect to all rates other than customer charge and consumption charge, including but not limited to service discontinuance and meter reconnection fees, return checks fees and the like, as well as non-rate related terms and conditions of service, including but not limited to, billing frequency, termination procedures and the like. PAWC respectfully requests approval from the Commission to make effective upon one day's notice within ten days following the date of closing of the Transaction the rates shown on the *pro forma* tariff supplement attached hereto as **(Appendix "B")**.

Transaction is in the Public Interest

26. The Transaction is in the public interest and satisfies the applicable standard of Section 1103 of the Code, 66 Pa. C.S. § 1103. As evidenced in the PUC Receivership Proceeding and Commonwealth Court Receivership Proceeding, EDWA is a troubled system with a long history of water quality issues and PADEP non-compliance. Acquisition by PAWC, a capable public utility that is already serving as Receiver, is both necessary and in the public interest and should be approved without unnecessary delay.³

³ See Statement of Commissioner John F. Coleman, Jr. in Application of The York Water Company for the approval of the right to: (1) acquire certain water system assets from Pine Run Management, LLC; and (2) begin to offer, render, furnish or

27. PADEP began to escalate its regulatory oversight of the Authority in 2020 due to multiple customer complaints of poor water quality. In October 2020, the Department put the Authority under a Corrective Action Plan to identify and resolve the issues causing the water quality complaints in the distribution system. The Corrective Action Plan is attached as **Appendix “N”**.

28. PADEP shifted its regulatory focus to the Authority’s water treatment plant operations in 2021.⁴ In early 2022, the Authority had to issue boil water advisories to customers on two occasions due to treatment breakdowns at the plant. After repeated failures of the Authority to correct the problems at the plant, PADEP issued an Administrative Order dated August 25, 2022. This Order required the Authority to correct numerous “significant deficiencies” in the Authority’s operations, as the term is defined in 25 Pa. Code § 109.1. The Administrative Order is attached as **Appendix “O”**.

29. In September 2022, the Authority began discussions with PAWC on a potential sale of the Authority’s assets to PAWC. Meanwhile, the Department continued their oversight of the Authority’s operations to assess the Authority’s compliance with requirements in the Administrative Order.

30. The Authority repeatedly failed to meet the compliance deadlines in the Administrative Order and several Field Orders issued by the Department. On December 15, 2022, the Commonwealth Court issued an Order requiring the Authority to take certain

supply water service to the public in an additional portion of Hamilton Township, Adams County, Pennsylvania, Docket No. A-2023-3040190 (May 23, 2024).

⁴ Also in 2021, the Commission’s Bureau of Investigation and Enforcement (“I&E”) commenced an Investigation and filed a Complaint against EDWA alleging, *inter alia*, that EDWA is in violation of 66 Pa.C.S. § 1501, stating that EDWA has failed to provide and maintain adequate, efficient, safe and reasonable service to their customers by having discolored/dirty water, no pressure or low pressure and poor facilities that leaked. On September 26, 2022, EDWA and I&E entered into a settlement agreement where EDWA was given a civil penalty fine of \$325,000 and was told to improve the facilities. In its Opinion and Order, the Commission ruled that the Complaint was dismissed and the Settlement Agreement rejected due to lack of jurisdiction and the case was closed, however this proceeding further illustrates the distressed nature of the EDWA System.

corrective actions outlined in the Administrative Order.

31. After several months of negotiations, on July 23, 2023, PAWC and the Authority entered into the APA whereby PAWC agreed to purchase the Authority's system if certain conditions were met and upon receiving all necessary government approvals.

32. In late October 2023, the Authority experienced a major upset at its water treatment plant whereby the plant was not able to produce potable water for several days. Storage reserves in the distribution system eventually were depleted and customers were without water for multiple days. When the issue was resolved and the system restored to capacity, customers were on a boil water advisory for over a month.

33. In response to this latest incident, the Department began discussions with PAWC and the Commission about potential receivership of the Authority's operations. On October 30, 2023, the Department and PAWC filed a Joint Petition at the Commission seeking an emergency order authorizing PAWC to act as a receiver to operate the Authority, upon appointment by the Commonwealth Court. On November 1, 2023, the Commission issued an Ex Parte Emergency Order at Docket No. P-2023-3043950 authorizing PAWC to serve as a Receiver for the Authority. On February 8, 2024, the Commonwealth Court issued an Order appointing PAWC as Receiver for the Authority.

34. PAWC assumed operations of the System as Receiver on February 9, 2024, and has been operating the System on a continuous basis ever since. PAWC has made numerous short-term improvements to the System and its operations, as outlined in its 60-Day Initial Status Report that was submitted to the Department, the Commission and the Court on April 8,

2024.⁵ Additional short-term improvements made by PAWC since April 8, 2024 will be detailed in its forthcoming 2nd Quarter Status Report due by June 30, 2024.

35. PAWC is also assessing the long-term needs of the System as required by the Receivership Order. PAWC plans to submit its System Evaluation and Improvements Plan to the Department, Commission and Court in July 2024.

36. PAWC has the managerial, technical, and financial capabilities to safely and adequately operate EDWA in compliance with the Code, the Pennsylvania Safe Drinking Water Act (Act of May. 1, 1984, P.L. 206, No. 43) and other requisite regulatory requirements, and to make improvements as needed, on a short- and long-term basis.

37. Under the ownership of PAWC, EDWA employees and customers will benefit from PAWC ownership due to multiple safety improvements, including but not limited to:

- Providing employees with an overall work safety environment that is compliant with OSHA regulations.
- Providing employees with appropriate PPE and safety training.
- Providing liquid chemical secondary containment, venting pipes, labeling and registration meeting DEP standards.
- Providing chlorine gas feed system modifications to meet DEP standards.
- Ultimately eliminating the use of toxic chlorine gas and the hazards presented to employees and local community.
- Providing a potable water supply for in-plant use that meets DEP disinfection standards.
- Remediating slip/fall hazards, including poor housekeeping, missing handrails on stairs, improper work platforms, missing life rings and rescue hooks, missing kick plates/toe guards, inadequate lighting, and unpassable vehicular access roads.
- Providing labeling of confined spaces and equipment/training for hazardous atmosphere testing
- Providing electrical/mechanical safety improvements, including arc flash labeling, replacement of faulty outlets, installation of guards on rotating parts, and installation of electrical shock protection mats.
- Providing safe vehicles meeting PA inspection requirements.

⁵ See, 60-Day Initial Status Report of Pennsylvania-American Water Company regarding East Dunkard Water Authority, Docket No. P-2023-3043950 (April 8, 2024) (the “60-Day Report”).

- Providing safety management best practices, including emergency evacuation plans, pre-job safety tailgate talks, and near miss reporting.

38. The acquisition will also further the Commission's goal of regionalization. EDWA will become a part of a larger organization that is viable from a costs and rates standpoint and is committed to providing improved service in the future. Any necessary system improvements can be completed within a reasonable period, without adversely affecting service to PAWC's existing customers.

39. The transferred water customers will be served by a large, financially sound company that has the capability to finance necessary capital additions. Given its size, access to capital and its recognized strengths in system planning, capital budgeting and construction management, PAWC is well-positioned to ensure that high quality water service meeting federal and state requirements is provided to EDWA's customers and maintained for PAWC's existing customers. Moreover, EDWA's customers will benefit from PAWC's ownership by having a more enhanced cyber security, physical security, business continuity and emergency response plans, improved One Call performance, providing liquid chemical feed system improvements with redundant pumping units for better reliability, providing immediate improvements to chlorine gas feed system with redundant feed units for better reliability. Under PAWC ownership, it will provide cost-efficiencies by improving/automating operations at the plant so that DEP will approve unattended operations and lower labor costs.

40. The transferred customers will also benefit from PAWC's compliance with DEP regulations and orders, including the provision of a properly certified drinking water operator, resolution of the outstanding compliance violations in DEP's August 25, 2022, Administrative Order, resolution of the numerous and persistent SCADA system errors that DEP has repeatedly cited as non-compliant, eliminate the persistent treatment failures that have led to repeated boil-

water advisories, address the design deficiencies, lack of redundancy, and equipment obsolescence at the water treatment plant and in the distribution system, assuring that the system's water source/treatment plant remains a viable source of supply, rather than relying on costly purchased water, providing a program for operator training and development of standard operating practices, providing a program of chlorine testing and dechlorination use during main break repairs to provide better protection to local waterways, and providing proactive planning and preparation for new and emerging drinking water regulations, including the new PFAS Rule and the Revised Lead & Copper Rule.

41. The transferred water customers will benefit from enhanced customer service in several areas, such as extended customer service and call center hours, customer information and education programs, and PAWC's customer assistance programs.

42. The integration, by acquisition, of EDWA's System and PAWC's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings. The water assets will be operated and managed as a satellite system from PAWC's nearby Uniontown Operations District. The efficiencies will result from shared supervisory staff, equipment and back-office support, as well as lower costs from vendors through leveraged purchase power.

B. THE RIGHTS OF PAWC TO OFFER OR FURNISH WATER SERVICE TO THE PUBLIC IN DUNKARD TOWNSHIP AND PORTIONS OF CUMBERLAND, GREENE, MONONGAHELA, PERRY AND WHITELEY TOWNSHIPS, GREENE COUNTY, PENNSYLVANIA.

43. PAWC is currently furnishing water and wastewater services in the service territory outlined in Paragraph 5 of this Application. EDMA is currently furnishing water services to Dunkard Township and portions of Cumberland, Greene, Monongahela, Perry and Whiteley Townships, all in Greene County, Pennsylvania.

44. The area served by EDWA is shown on the map attached hereto as **Appendix “P”**. **(CONFIDENTIAL)**

45. PAWC’s applied-for service territory is shown on the map in **Appendix “Q”** and further described in that appendix. The applied-for service area is consistent with and does not deviate from the service area for EDWA System.

46. Letters have been sent to the Dunkard, Monongahela, Greene, Cumberland, Perry and Whiteley Township Planning Commissions and to the Greene County Planning Commission to verify that this Application complies with their respective township/county comprehensive plans and are attached hereto as Appendix “R”. PAWC will supplement this Application with additional responses to these letters once received.

47. Copies of EDWA’s NPDES and Public Water Supply Permits are attached hereto as **Appendix “S”**. These permits, including those listed in the APA Schedule 4.1(q) and six additional permits (one Emergency permit omitted from the APA Schedule and five permits issued after APA signing), will be transferred to PAWC prior to closing.

48. No corporation, partnership or individual other than the Authority is now furnishing or has corporate or franchise rights to furnish similar to that to be rendered by PAWC in the Service Area covered by this Application, and no competitive condition will be created. As part of this Application, PAWC has requested approval to acquire, by purchase, all water assets, properties, and rights of EDWA (other than the Excluded Assets as defined in Section 1.4 of the APA). Upon closing of the Transaction, EDWA will permanently discontinue all water service to the public served by the System.

C. CONCLUSION

49. Approval of this Application, without unnecessary delay, is necessary and proper in order for the public now served by EDWA to benefit from a long-term and permanent solution to a troubled history of poor water quality, lack of reliability and environmental non-compliance by receiving water service from a public water supply company with the expertise, resources and personnel to provide safe and reliable water service.

WHEREFORE, PAWC respectfully requests the Pennsylvania Public Utility Commission approve this Application and issue such Orders, Certificates of Public Convenience, and such other relief under the Code, 66 Pa. C.S. §1102(a), authorizing:

- (a) the transfer, by sale, of substantially all the assets, properties and rights of EDWA related to or used in connection with its public drinking water system to PAWC in accordance with the APA;
- (b) the commencement by PAWC of water service to the public in Dunkard, and portions of Monongahela, Greene, Cumberland, Perry and Whiteley Townships, all in Greene County, Pennsylvania;
- (c) pursuant to 66 Pa. C.S. § 507, a Certificate of Filing or approvals be issued for the Asset Purchase Agreement By and Between the East Dunkard Water Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of July 23, 2023, including the First Amendment dated as of November 3, 2023 and Second Amendment dated as of January 25, 2024, attached hereto as **Appendix “A”**;

- (d) the adoption of the rates as shown on the *pro forma* tariff supplement attached hereto as **Appendix “B”**, to be made effective upon one day's notice, and the implementation of all other rates, and the rules and regulations regarding conditions of PAWC's water service, as reflected in PAWC's prevailing water tariff, to become effective upon the closing of the Transaction; and
- (e) the issuance of any other approvals or certificates appropriate, customary, or necessary under the Code to carry out the Transaction contemplated in this Application in a lawful manner.

Respectfully submitted,



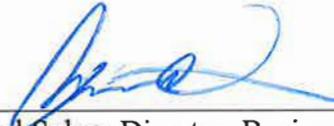
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Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1574
Email: elizabeth.triscari@amwater.com

Attorney for Pennsylvania-American Water Company

Dated: June 21, 2024

VERIFICATION

I, Michael Salvo hereby state that the facts above set forth above in the attached Application 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, Director, Business Development
Pennsylvania-American Water Company

Dated: JUNE 21, 2024

APPENDIX A

**Executed Asset Purchase Agreement and Amendments
between Pennsylvania-American Water Company and
East Dunkard Water Authority**

Appendix A

EXECUTION VERSION

**ASSET PURCHASE AGREEMENT
BETWEEN EAST DUNKARD WATER AUTHORITY
AND
PENNSYLVANIA-AMERICAN WATER COMPANY**

JULY 23, 2023

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE Agreement (“**Agreement**”), dated as of the ^{23rd} day of July, 2023 (the “**Effective Date**”) by and between the EAST DUNKARD WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 241, 2790 South Eighty Eight Road, Dilliner, Pennsylvania (“**Seller**”), and Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**PAWC**”). In addition to the capitalized terms defined elsewhere in this Agreement, capitalized terms as used in this Agreement have the meanings set forth in **Appendix 1** unless otherwise specified herein.

RECITALS

A. Seller owns, maintains and operates a water system serving portions of Greene County, Pennsylvania, identified with the Pennsylvania Department of Environmental Protection (“**DEP**”) Public Water Supply ID No. PA5300012 (the “**Water Permit**”) (collectively, the “**System**”) that provides water service to various customers in Dunkard, Greene, Monongahela, Cumberland, Perry and Whiteley Townships, as more fully set forth in the service area map on **Schedule 1.0**.

B. PAWC is a regulated public utility that furnishes water and wastewater services to the public in various counties throughout Pennsylvania, as reflected in PAWC’s duly-filed and effective tariffs, as may be amended from time to time upon application by the company or as ordered by the Pennsylvania Public Utility Commission (“**Tariff**”).

C. Seller desires to sell, and PAWC desires to purchase the System, as well as substantially all assets, properties and rights of Seller owned and used in connection with the System, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1

THE TRANSACTION

1.1 Sale and Purchase of Assets. Subject to the terms, representations and conditions set forth in this Agreement, PAWC shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to PAWC at Closing, the Assets. The Assets shall be sold free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any and all nature (collectively, the “**Encumbrances**”).

1.2 Assets Further Defined.

The Assets shall, without limitation to the definition stated above, include the following:

(a) the Assigned Contracts;

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(b) all interests in real estate (excepting streets), mains, pipes, pipelines, manholes, facilities, meters, tanks, wells, storage facilities, valves, water system network and related appurtenances, structures, improvements, fixtures, rights-of-way, rights, uses, franchises, licenses and easements owned by Seller and relating to the System, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging, appertaining or relating thereto;

(c) all machinery, equipment, tools, keys and locks, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller, or in which Seller has an interest;

(d) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System;

(e) all rights and choices in action of Seller arising out of occurrences before or after the Closing relating to the Assets, including any rights of Seller under any warranties or insurance claims related to the Assets; and

(f) all information, files, records, data, plans, contracts and recorded knowledge relating to the Assets, including customer and supplier lists and property records, related to the foregoing.

1.3 Retained Liabilities.

(a) Except as explicitly provided in **Section 1.3(b)** below, PAWC shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever (including any obligations related to the Assets or operation of the System), whether express or implied, fixed or contingent, known or unknown at the time of Closing, unless specifically disclosed by the Authority and accepted by PAWC. Except as explicitly provided in **Section 1.3(b)** below, all of Seller's liabilities and obligations, whether incurred in connection with the operation of the System, ownership of the Assets or otherwise, shall remain the sole responsibility of, and shall be retained, paid, performed and discharged solely by Seller. Without limiting the foregoing, Seller shall be and shall remain liable for all obligations and liabilities relating to (i) employees of Seller (including those who worked on the System) and any employee benefits related thereto (including any pension benefits), (ii) all taxes on the business of Seller, (iii) accounts payable of Seller, and (iv) failure to comply with any Environmental Laws or any Permits for the Assets or operation of the System on or before the Closing Date.

(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 and/or accrued on or prior to the Closing Date).

1.4 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Assets shall not include any of the following (the "**Excluded Assets**"): The facilities and equipment identified in **Schedule 1.4(a)** (the "**Retained WTP Assets**")

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

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(b) 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. A list of all accounts receivables which are outstanding and owing to the Authority shall be provided to PAWC prior to the closing;

(c) 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

(d) The specific assets, properties and rights of Seller set forth on **Schedule 1.4**.

1.5 Accounts Receivable. Accounts receivable for water services related to the System rendered through the close of business on the Closing Date shall be Excluded Assets as per **Schedule 1.4**, and accounts receivable for water 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 purchase price (the "**Purchase Price**") for the Assets shall be Five Million and 00/100ths (\$5,000,000.00). 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 Signing Cash Deposit. Within ten (10) business days of the Effective Date, Buyer shall deposit Three Hundred Thousand Dollars (\$300,000.00) of the Purchase Price, payable to the Seller in immediately available funds (the "**Signing Cash Deposit**"), subject to Section 11.2 and secured by the Seller with a duly executed note (the "**Deposit Note**"), in the form attached hereto as Exhibit E.

2.3 Purchase Price Adjustments. Any payments made in advance by Seller's water customers for post-Closing service will be apportioned at Closing. At Closing, PAWC shall receive a credit toward the Purchase Price in **Section 2.1** for any outstanding Signing Cash Deposit and for the prorated amount of such advance payments for the service periods of such customer payments that are intended to follow Closing.

2.4 Payment of Outstanding Debt. At Closing, the proceeds of the Purchase Price shall be first used to pay and discharge in full the total amount of all outstanding indebtedness of Seller as set forth in **Schedule 2.4** (the "**Outstanding Indebtedness**") and Seller shall take all actions necessary to defease any and all bonds or other instruments related to such Outstanding Indebtedness.

ARTICLE 3

THE CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Assets ("**Closing**") shall take place at the offices of PAWC or such other mutually agreed upon location within Greene County, Pennsylvania, commencing within thirty (30) days following the date on which all of the conditions set forth in **ARTICLE 6** and **ARTICLE 7** of this Agreement have been met (or waived). The date of the Closing is referred to herein as the "**Closing Date**".

(a) Deliveries and Proceedings at Closing. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall deliver or cause to be delivered to PAWC:

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- (i) Bills of Sale and instruments of assignment duly executed by Seller as necessary to transfer all of the Assets to PAWC, including an assignment of contracts agreement covering the assignment and assumption of the Assigned Contracts in substantially the form of **Exhibit A** (“**Assignment of Contracts Agreement**”);
- (ii) A copy of each permit, license, easement, land-right and other necessary authority for the operation of the System and the Assets in each case validly issued in the name of Seller, and showing in full force and effect;
- (iii) The consents to transfer all Assigned Contracts, leases, intellectual property, Permits and other Assets requiring such consents to be transferred to PAWC;
- (iv) All written consents (of third parties or otherwise) and governmental approvals Seller was able to obtain with reasonable diligence necessary to ensure that PAWC will continue to have the same full rights with respect to the Assets that Seller had immediately prior to the Closing, signed by Seller where required;
- (v) Evidence reasonably satisfactory to PAWC of the transfer of all utilities with respect to the System from Seller to PAWC in accordance with **Section 6.1(b)** below;
- (vi) One or more special warranty deeds of conveyance of the real estate and easements to PAWC, duly executed and acknowledged by Seller and in recordable form, each sufficient to convey the title and rights of access to the Assets;
- (vii) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by PAWC, each in form and substance reasonably satisfactory to the parties;
- (viii) Certified copies of all ordinances and all resolutions duly adopted by Seller authorizing the execution, delivery and performance of this Agreement and all related agreements and the transactions contemplated hereby and thereby;
- (ix) As applicable, a payoff letter from each lender¹ (whether institutional or otherwise) from which Seller has incurred indebtedness or borrowed money that is outstanding, and a release of all Encumbrances relating to the Assets (along with Form UCC3 Financing Statements effectuating a termination of all outstanding financing statements covering the Assets) executed, filed and/or recorded by the holder of or parties to each such Encumbrance, if any, in each case in substance and form reasonably satisfactory to PAWC and its counsel;
- (x) The certificates and other documents required to be delivered by Seller under this Agreement as set forth in **Schedule 3.2(a)** hereof;
- (xi) The Opinion of Seller’s Counsel as set forth in **Exhibit C** hereof;
- (xii) The Escrow Agreement, duly executed by Seller and Escrow Agent; and

(xiii) All such other agreements, documents and instruments of conveyance required by this Agreement or as shall, in the reasonable opinion of PAWC and its counsel, be necessary to transfer the Assets to PAWC in accordance with this Agreement, and where necessary, in recordable form, as provided by PAWC.

(a) Subject to the terms and conditions of this Agreement, at the Closing, PAWC shall deliver or cause to be delivered to Seller:

(i) The Purchase Price;

(ii) Certified copies of the resolutions duly adopted by PAWC's Board of Directors authorizing the execution, delivery and performance of this Agreement (the "**Resolutions**"); and

(iii) The certificates and other documents required to be delivered by PAWC under this Agreement as set forth in **Schedule 3.2(b)** hereof.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 **Seller's Representations.** Seller hereby represents and warrants to PAWC as follows:

(a) **Organization; Legal Authority.** Seller is a duly organized municipal authority of the Commonwealth of Pennsylvania, validly existing, solvent, and in good standing under the laws of the Commonwealth of Pennsylvania, and Seller has the full power and lawful authority to transfer to PAWC the rights, title and interest in and to the Assets.

(b) **Assets Ownership.** Seller has clear, good, and marketable right and title to, or a valid leasehold interest in, all of the assets, property and facilities comprising the Assets, free and clear of all Encumbrances, except those previously disclosed financial encumbrances which are pledged as collateral to secure repayment of the Signing Cash Deposit. **Schedule 4.1(b)** lists all Assets that are subject to a leasehold interest (i.e., not owned by Seller). None of the Assets are leased or on loan by Seller to any third party. The Assets constitute all of the assets, property and facilities that, together with the rights granted or conveyed under the transaction documents, are necessary for the operation of the System, the business thereof, and the Assets as conducted as of the date hereof. Upon the Closing, PAWC shall continue to be vested with good title or a valid leasehold interest in the System and all of the Assets.

(c) **Financial Statements.** Seller's Financial Statements that have been made available to PAWC by Seller and have been prepared by Seller in accordance with GAAP (subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes). The Financial Statements were prepared from the books and records of Seller, are true, correct and complete and present fairly in all material respects the financial condition, operating results and cash flows of Seller as of the dates and during the periods indicated therein (subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes).

(d) **Due Authorization; Valid and Binding; No Encumbrances.** Seller has the full power and lawful authority to enter into this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and thereby. Seller has duly and validly authorized the execution and

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delivery of this Agreement (which has been duly executed and delivered) and all related documents and agreements to which Seller is a party by all necessary proceedings, and this Agreement and all related documents and agreements constitute the valid and binding obligations of Seller enforceable against it in accordance with its terms. No filings or registrations with, notifications to, or authorizations, consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement, all related agreements, or the consummation by Seller of the transactions contemplated herein or therein. Neither the contemplated transactions, nor this Agreement will result in the creation of any Encumbrance against any of the Assets. The Deposit Note has been duly authorized and when executed and delivered by the Seller shall constitute a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with the terms thereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to the general principles of equity.

(e) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, Permits, regulatory authorizations and other instruments required to conduct the operations of the System as it has been and is now being conducted and to own and operate the Assets. Seller is not subject to any collective bargaining agreements.

(f) No Approvals or Violations. This Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or Permit to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected. The execution and delivery of this Agreement and all related documents and agreements, and the consummation of the transactions contemplated hereby and thereby, do not violate, conflict with or result in the breach of any term, condition or provision of Seller's articles of incorporation, bylaws or other governing documents, or any instrument, contract, lease, agreement, Permit, certificate or other document to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected.

(g) Accounts Receivable. All accounts receivable being retained by Seller under **Section 0** (whether billed or unbilled) (collectively, the "**Retained Accounts Receivable**"), are valid, genuine and existing and arose (or will have arisen on or prior to Closing) from bona fide sales of products or services actually made in the ordinary course of business on or prior to the Closing Date. All products and services with regard to the Retained Accounts Receivable have been provided by Seller (and no further obligations exist), and no offset, agreement for deduction, free goods, discount or deferred price or quantity adjustment has been made with respect to any Retained Accounts Receivable (or with respect to PAWC's accounts receivable for the period after Closing).

(h) Free Service; Customer List; Prepayments. Seller has not entered into any agreements or other understandings for the provision of free or otherwise subsidized or discounted services to any parties. The data contained in the customer records provided to PAWC under Section Error! Reference source not found. is true and accurate in all material respects. Seller has not received payments made in advance by any third party (including Seller's water customers) for future service (including service after the Closing) with regard to the System or the Assets.

(i) Seller Outstanding Indebtedness; Undisclosed Liabilities. **Schedule 2.4** contains a complete and accurate listing of all outstanding bonds, loans or other indebtedness of Seller. Except as set forth in **Schedule 2.4** and **Schedule 4.1(i)**, there are no material liabilities or obligations of Seller, either accrued, absolute, liquidated or unliquidated, contingent or otherwise, relating to the Assets that would be

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required to be set forth on a balance sheet prepared under GAAP as applicable to municipal authorities, other than liabilities incurred in the ordinary course. There is no basis for any claim against Seller, the System or any of the Assets for any such liability or obligation, and there is no basis for any such liability or obligation to become the liability or obligation of PAWC from and after the Closing.

(j) Condition of Assets. All the tangible property included within the Assets is to the best of Seller's knowledge (as defined hereinbelow), information and belief in good operating condition and repair, is usable in the regular course of business and conforms to all Applicable Laws, ordinances, codes, Permits, rules and regulations relating to their construction, use and operation, and based on Seller's knowledge, information and belief is free from any defects except such defects as do not materially interfere with the continued use thereof in the conduct of the System's operations. As used in this Agreement, the phrase "to the knowledge of Seller" or "to the best of Seller's knowledge, information and belief" (or words of similar import) means the actual knowledge of those individuals identified in **Schedule 4.1(j)**, or that which a reasonable person in the same position as those individuals listed in **Schedule 4.1(j)** would be expected to have knowledge. Any such individual shall be deemed to have knowledge of a particular fact, circumstance, event or other matter if such knowledge could have been obtained by such individual after reasonable inquiry in connection with the performance of such individual's ordinary duties to the Seller or from reasonable inquiry of the employees of Seller that directly report to such individual as a person charged with administrative or operational responsibility for Seller. Except in the event of fraud or intentional misrepresentation, the fact that reference to personal knowledge of such individuals shall not render those persons personally liable for any breach of any representations so qualified.

(k) Contracts. **Schedule 4.1(k)** contains to the best of Seller's knowledge, information and belief a true, complete and accurate list of all material agreements (including all verbal agreements and intermunicipal agreements), contracts, leases (including any leasehold interests constituting part of the Assets as described in **Section 4.1(b)**), licenses, commitments, arrangements and instruments related to the Assets to which Seller is a party or the Assets are otherwise subject or bound, along with all amendments and addenda related thereto (collectively, the "**Contracts**"). **Schedule 4.1(k)** also identifies with an asterisk any Contract which requires consent to, or prohibits, assignment of the Contract. To the best of Seller's knowledge, information and belief all Contracts are in full force and effect and are valid and enforceable in accordance with their terms, and the parties thereto are in material compliance with the provisions thereof, and there exists no event or condition which with the giving of notice or lapse of time, or both, would constitute a default thereunder. Seller has received, or will receive prior to the Closing, the written consent of each party to the Assigned Contracts designated on **Schedule 4.1(k)** as requiring consent to the assignment, or otherwise complied with Seller's obligations under **Section 6.1(b)** hereof. Seller has delivered to PAWC correct and complete copies of those Contracts requested by PAWC, as well as copies of the requisite assignments for each of the Assigned Contracts which effectuates the transfer of the Assigned Contracts to PAWC as of the Closing Date. Except as disclosed on **Schedule 4.1(k)(i)**, Seller has no knowledge that it is a party to any contract or subject to any arrangement for future payment of refunds under any extension agreement, customer deposit agreement or similar arrangement (including any prepaid tap fee) with respect to the Assets or the System.

(l) Adequacy of Property Rights; Real Property and Easements.

(i) To the best of Seller's knowledge, information and belief, Seller possesses all property rights necessary to operate the Assets, and Seller owns and has good and marketable title to the real property, free and clear of all options, leases, covenants, conditions, easements, agreements, claims, and other encumbrances of every kind, and there exists

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no restriction on the use or transfer of such property. As it relates to the Assets, **Schedule 4.1(l)(i)** contains a complete and accurate list of the real property owned by Seller and a complete and accurate list of each lease of real property to which Seller is a party (as the lessor, lessee or otherwise). Seller's current use and occupancy of the real property and its operation of the System thereon does not violate any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such real property. All leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and with respect thereto, there is no existing material default or event that could constitute a material default. To the best of Seller's knowledge, information and belief the real property is properly classified under applicable zoning laws, ordinances, and regulations for the current and continued operation of the System on the real property. To the best of Seller's knowledge, information and belief No proceeding that could adversely affect the zoning classification of the real property is pending or threatened. At and after the Closing, PAWC shall have the right to maintain and use the real property, including the space, facilities and appurtenances outside of building lines, whether on, over or under the ground, and to conduct such activities thereon as maintained, used or conducted by Seller on the date hereof, and such right is not subject to revocation. To the extent that Seller is in possession of the same, Seller has made available to PAWC copies of all title reports, surveys, title policies and appraisals relating to the real property.

- (ii) Set forth on **Schedule 4.1(l)(ii)** hereto is a list of all known easements and rights of way relating to the real property and the Assets. To the best of Seller's knowledge, information and belief all of such easements and rights of way are valid and will be transferred to PAWC and remain in full force as of the Closing and thereafter. Seller has not received any notice, nor is it aware of violation of any easements, covenants, restrictions or similar instruments and there is no basis for the issuance of any such notice or the taking of any action for such violation. At and after the Closing, PAWC shall have all rights, easements and agreements necessary for the use and maintenance of water, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the real property, whether such interests appear on Schedule 4.1(1)(ii) or not.
- (iii) To the best of Seller's knowledge, information and belief, there are no outstanding options, rights of first refusal or rights of first offer to purchase any of the real property or any portion thereof or interest therein, except as otherwise set forth on **Schedule 4.1(l)(iii)**.
- (iv) To the best of Seller's knowledge, information and belief, all improvements located on, and the use presently being made of, the real property comply with all applicable zoning and building codes, ordinances and regulations and all applicable fire, environmental, occupational safety and health standards and similar standards established by Applicable Law, and the same use thereof by PAWC following Closing will not result in any violation of any such code, ordinance, regulation or standard. No

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improvements encroach on any land that is not included in the real property or on any easements affecting such real property, or violate any building lines or set-back lines, and there are no encroachments onto the real property, or any portion thereof, that would interfere with the use or occupancy of such real property or the continued operation of the System as currently conducted.

- (v) There is no unpaid tax, levy or assessment against the real property (except for encumbrances relating to assessments not yet due and payable), nor is there pending or threatened any condemnation proceeding against the real property or any portion thereof. **Schedule 4.1(l)(v)** contains a list of all impending taxes, levies and assessments that are due and owing after the Closing Date.
- (vi) Except as set forth in **Schedule 4.1(l)(vi)**, there is no condition affecting the real property or the improvements located thereon that requires repair or correction to restore the same to reasonable operating condition.
- (vii) Notwithstanding the foregoing, if and to the extent Seller or PAWC determines that Seller is missing or unable to locate the recording information for any easements or rights of way relating to the Assets and is unable to locate or obtain a new easement for the same (each a “**Missing Easement**”, and collectively, the “**Missing Easements**”), Seller covenants and agrees that it shall use its commercially reasonable and diligent efforts to obtain all of the Missing Easements as promptly as reasonably possible after the Closing. For the avoidance of doubt, Seller acknowledges and agrees that it will establish and maintain the Missing Easement Escrow for any Missing Easements that have not been obtained prior to Closing on the terms and conditions set forth in **Section 10.4** of this Agreement.

(m) Litigation. Except as disclosed on **Schedule 4.1(m)**, there is no action, suit, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending (including any citations, notices, summons or orders), and none are known to be threatened against, pertaining to or affecting the System or any of the Assets (including any such actions, litigation and other claims against Seller) before any court, arbitrator or Governmental Authority (including any governmental agency board or instrumentality), nor is there any order, writ, injunction or decree of any court, arbitrator or Governmental Authority, in existence against, pertaining to or affecting Seller (including its commissioners, directors or officers), the System or any of the Assets. Except as noted in **Schedule 4.1(m)**, all matters disclosed in **Schedule 4.1(m)** are fully covered by Seller’s insurance. To the best of Seller’s knowledge, information and belief, there are no known laws, ordinances, regulations or official orders now in effect or pending that could reasonably be expected to have a material adverse effect on the System or the ownership, condition or operation of the System or the Assets. Except those items disclosed in this Agreement, there are no actions, suits, claims, proceedings or investigations pending or, to the knowledge of Seller, threatened against Seller, and Seller is not subject to any outstanding judgment, order or decree of any court or governmental body, which would in either case, reasonably be expected to prevent or materially interfere with or delay Seller’s ability to perform its obligations under this Agreement.

(n) Tax Matters.

- (i) Seller has timely and properly filed all tax returns that it was required to file. All such tax returns were complete and correct in all material respects and were prepared in

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compliance with all Applicable Laws. All taxes owed by Seller have been paid. Seller is not the beneficiary of any extensions of time within which to file any tax return. There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any tax.

- (ii) Seller has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, supplier, vendor, creditor, or other third party. Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.
- (iii) There are no audits or examinations of any tax returns pending or threatened that relate to Seller's operation of the System or the Assets. Seller is not a party to any action or proceeding by any Governmental Authority for the assessment or collection of taxes relating to the operation of the System, nor has such event been asserted or threatened. There is no waiver or tolling of any statute of limitations in effect with respect to any tax returns relating to Seller's operation of the System or the Assets.

(o) No Material Adverse Conditions: Insurance. There are no facts, circumstances or conditions existing or threatened that would have, or would be reasonably be expected to have, a material adverse effect on the condition, properties, assets, indebtedness, liabilities, commitments, operations or prospects of the System or the Assets. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of the Assets, the System, and all related operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the contemplated transactions. There are no pending claims or proceedings arising out of, based upon or with respect to any of such policies of insurance and, to Seller's knowledge, no basis for any such claims or proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies, and no insurance provider is in default with respect to such insurance policies.

(p) Compliance with Law. Except as disclosed on **Schedule 4.1(p)**, Seller is and has been in material compliance with all laws, ordinances, and governmental rules and regulations, whether civil or criminal, of any federal, state, local or foreign Governmental Authority applicable to the operation of the System and the Assets, including Environmental Laws and employee labor, pension and benefits laws, to which Seller, the System or the Assets are subject, and has not failed to obtain, or to adhere to the requirements of, any certificate, license, Permit or other governmental authorization necessary for the operation of the System and the Assets, nor has Seller committed any violation of law or any provision of its governing documents applicable to the System or the Assets. Except as disclosed on **Schedule 4.1(p)**, Seller has not received, and has no reason to believe that it will receive, notice of any violation of law.

(q) Adequacy of Permits. Set forth in **Schedule 4.1(q)** is a complete and correct list of all permits, licenses, registrations, approvals and other authorizations (collectively, the "Permits") used by Seller in the continuing ownership, use, operation and maintenance of the System and for the Assets. Such Permits constitute all those necessary for the continuing ownership, use, operation and maintenance of the System and for the Assets, all such Permits are in full force and effect, and no such Permit is subject to any appeal or other administrative or judicial proceeding, except such restrictions listed on **Schedule 4.1(q)**, if any. No fact or circumstance exists that is reasonably likely to cause any such Permit to be revoked, suspended or materially altered subsequent to the execution of this Agreement and the Closing Date, and neither the

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execution of this Agreement, nor the Closing do or will constitute or result in a default under or violation of any such Permit. Seller likewise has obtained and continues to possess all Permits required under, by or pursuant to Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under Environmental Laws. Such Permits shall be issued prior to Closing in a form and with terms and conditions that are reasonably satisfactory to PAWC.

(r) Environmental Matters.

- (i) Except as set forth in **Schedule 4.1(r)(i)**, to the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets or the System that may materially impede or prevent compliance with Environmental Laws, and Seller is, and except as otherwise disclosed, herein has at all times been, in full compliance with and has not been, and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect, nor has it received any actual or threatened order, notice or other communication from any Governmental Authority or other person of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any environmental, health and safety liabilities with respect to real property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the real property or any other real property at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other person for whose conduct it is or may be held responsible, or from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.
- (ii) There are no pending or threatened claims, encumbrances or other restrictions of any nature, resulting from any environmental, health and safety liabilities or arising under or pursuant to any Environmental Law with respect to or affecting Seller's real property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest. Neither Seller nor any other person for whose conduct it is or may be held to be responsible has any material environmental, health and safety liabilities with respect to Seller's real property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest or at any property geologically or hydrologically adjoining the real property or any such other property or assets.
- (iii) There are no hazardous materials, except those used in connection with the ordinary course operation of the System in accordance with all Environmental Laws, present on or in the environment at the real property or at any geologically or hydrologically adjoining property, including any hazardous materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the real property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller, nor any other person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any hazardous activity conducted with respect to the real

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property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. There has been no release or threat of release, of any hazardous materials at or from the real property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest (e.g., other properties that may impact or affect the Assets or the System), or any geologically or hydrologically adjoining property, whether by Seller or any other person.

- (iv) Except as set forth in **Schedule 4.1(r)(iv)** and to the best of Seller's knowledge, information and belief none of the following exists at the System or on the real property that is part of the Assets: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.
- (v) Seller has delivered to PAWC true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to hazardous materials or hazardous activities in, on or under the real property, or concerning compliance by Seller, its predecessors, or any other person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, analyses, tests and monitoring to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.
- (vi) Except as set forth in **Schedule 4.1(r)(vi)**, Seller has been and is in compliance with all administrative and judicial orders, consent orders, decrees, consent decrees, judgments, directives and notices of violation issued by any Governmental Authority concerning or related to the Assets under or in connection with any applicable Environmental Laws.

(s) **Brokers.** Seller has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any similar other fees or commissions in connection with the transactions contemplated by this Agreement for which PAWC has or could have any liability.

(t) **Customer Advances.** Set forth in **Schedule 4.1(t)** is a complete and accurate list of all unexpired customer advances for construction held by Seller as of the date of this Agreement and extension deposit agreements (or similar agreements) to which Seller is a party (each an "**Extension Deposit Agreement**"), and which contain unexpired obligations of Seller to provide for the payment of periodic refunds to parties making advances for the construction of facilities for water service. Seller will provide to PAWC within fifteen (15) days of the execution of this Agreement (to be updated at Closing), accurate and complete copies of each such customer advances and Extension Deposit Agreement. All records of Seller relating to each Extension Deposit Agreement are complete and accurate in all material respects and, together with the relevant Extension Deposit Agreement, represents all the information reasonably required to determine Seller's obligations to each party to the Extension Deposit Agreements; and there are no disputes or disagreements with any party to an Extension Deposit Agreement relating to the amount due under that agreement or the method of calculating that amount. **Schedule 4.1(t)** may be updated at Closing only with the mutual consent of the parties.

(u) Service Area Map. The map contained in **Schedule 1.0** accurately and completely describes the area served by the System. Seller has not entered into any agreements or commitments to provide, whether on a retail or wholesale basis, water conveyance or treatment services currently or in the future to any customers, sources or area outside of the service area depicted in **Schedule 1.0**.

(v) Corrective Action Plan and Administrative Order. Seller has taken, and will continue to take, all actions required to diligently prosecute and perform the work required under the Corrective Action Plan in compliance with the milestones and schedules approved by DEP. Seller has complied, and shall continue to comply, with all requirements of the Administrative Order.

(w) Grants. Seller is under no obligation, and shall not come under any obligation caused by entry into this Agreement or consummation of the transaction contemplated by this Agreement, to repay or refund any third party for grant moneys received by Seller related to the System or the Assets.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PAWC

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

(a) Organization. PAWC is a corporation duly organized, validly existing and subsisting under the laws of the Commonwealth of Pennsylvania.

(b) Due Authorization; Valid and Binding. PAWC has the full power and lawful authority to execute this Agreement and, following approval by its Board of Directors and subject to all necessary government approvals, to consummate and perform the transactions contemplated hereby, and PAWC has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of PAWC. The execution and delivery of this Agreement by Buyer, the consummation of the transactions contemplated hereby and the performance by Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of Buyer.

(c) Assigned Contracts. PAWC has identified on **Schedule 5.1(c)** those Contracts which PAWC has agreed to assume ("**Assigned Contracts**"), subject to receiving all necessary consents to assignment in accordance with the terms of **Section 9.1(g)**. PAWC may update **Schedule 5.1(c)** between the date hereof and up to twenty (20) days before Closing to include any of the Contracts.

(d) Financial Wherewithal. PAWC has sufficient funds on hand to pay the amounts due pursuant to this Agreement. Buyer represents that upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer will have the financial ability and will have sufficient working capital for its needs and reasonably anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC

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authorized, among things, to provide water utility services to residential, commercial, industrial, and municipal customers of the System. Buyer represents that Buyer will have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price and expenses related to the transactions contemplated by this Agreement.

(e) Absence of Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of PAWC, threatened against PAWC, and PAWC is not subject to any outstanding judgment, order or decree of any court or governmental body, which would in either case, reasonably be expected to prevent or materially interfere with or delay PAWC's ability to perform its obligations under this Agreement. Buyer is not in breach of any applicable Law that could have a material adverse effect on the operations of the System, Buyer or Buyer's ability, after the Closing, to provide water utility services to residential, commercial, industrial, and municipal customers of the System. Neither Buyer nor any Affiliate of Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which Seller may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of Buyer, threatened against Buyer prior to or at the Closing Date, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

(f) Brokers. PAWC has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any similar other fees or commissions in connection with the transactions contemplated by this Agreement for which Seller has or could have any liability.

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

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

ARTICLE 6

COVENANTS

6.1 Covenants of Seller. From and after the date of this Agreement, Seller covenants and agrees that:

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(a) Conduct of Business. Between the date of this Agreement and the Closing Date, Seller shall carry on the operation of the System, the business and the Assets in the ordinary course of business and in compliance with law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the System, the business and the Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level that is sufficient to operate the System in accordance with past practice and maintain the Assets in substantially the condition currently existing, normal wear and tear excepted. Without limiting the foregoing, Seller shall not sell, lease, dispose, retire, distribute or encumber any of the Assets, or construct, purchase or acquire any new assets, properties or rights relating to the System or Assets, or enter into a commitment or contract to do any of the foregoing (other than the purchase and use of supplies and maintenance of the System and the Assets in the ordinary course of business), without the prior written consent of PAWC.

(b) Contracts and Commitments. Except normal and usual commitments for the purchase of materials and supplies consistent with past practice, no contract or commitment shall be entered into by or on behalf of Seller relating to the System or the Assets that would place an Encumbrance thereon or materially affect the operation of the System, the business or the Assets after Closing, except for those commitments approved or ratified in writing by PAWC. Seller shall use reasonable commercial efforts to obtain, prior to Closing, the written consent of each party to the Assigned Contracts designated on **Schedule 4.1(k)** as requiring consent to the assignment, but any refusal by any vendor not to assign any contract shall not be used by the Buyer as a basis to vitiate this Agreement. Notwithstanding any other provision of this Agreement, to the extent that any consent necessary for the assignment from Seller to PAWC of the Assigned Contracts is not obtained, or cannot be obtained, prior to the Closing Date, Seller shall use its commercially reasonable efforts to secure an arrangement reasonably satisfactory to PAWC intended to provide for PAWC following the Closing all of the material benefits of Seller under such Assigned Contracts; provided that nothing in this **Section 6.1(b)** shall constitute a waiver of the condition set forth in **Section 9.1(g)**; and provided, further, that PAWC shall not be obligated to assume, and shall not be liable under, any Assigned Contract for which Seller has not obtained all necessary consents, or otherwise secured an alternative arrangement satisfactory to PAWC (in its sole discretion) as provided above. Seller shall transfer all of the utilities used or necessary for the System from Seller to PAWC effective as of the Closing Date, and Seller shall be responsible to pay all bills and fees for these utilities for the period prior to and including the Closing Date. PAWC shall provide any necessary information reasonably required by Seller to effectuate this transfer.

(c) Release of Encumbrances. Seller shall take all action necessary to cause the release, cancellation and discharge of any and all Encumbrances, so that as of the Closing Date, the Assets will be free and clear of any and all such Encumbrances. Seller also agrees not to create any new Encumbrances on the System or Assets from and after the date of this Agreement without the prior written consent of PAWC.

(d) Material Events and Circumstances. Seller shall promptly inform PAWC in writing of any specific event or circumstance of which Seller is aware, or of which Seller receives notice, that has or is reasonably likely to have, individually or in the aggregate, taken together with the other events or circumstances, a material adverse effect on the System or the Assets.

(e) Supplemental Information.

(i) Seller shall provide PAWC, within fifteen (15) days of execution or the date of receipt thereof, a copy of (a) each of the Contracts entered into by Seller after the date hereof

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and prior to Closing relating to the System or the Assets; (b) a copy of any written notice of assessments for public improvements against any of the Assets received after the date hereof and prior to Closing; (c) any writs of summons or complaints filed against Seller or its representatives for any and all claims relating to the System or the Assets; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of the System or the Assets received after the date hereof, but prior to the Closing.

(ii) Seller shall notify PAWC within fifteen (15) days of the receipt of any notice of violation.

(f) Regulatory Consents. Seller shall at all times, use its best efforts to and diligently pursue all approvals, authorizations, consents and Permits required to be obtained to consummate the transaction contemplated by this Agreement. Seller shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for Seller to sell the Assets pursuant to the terms of this Agreement; and (ii) keep PAWC apprised of the status of any filing or submission to any such governmental or regulatory agency.

(g) Municipal Ordinances. Seller shall use reasonable commercial efforts to cause all municipalities served by the System to adopt and to maintain ordinances or laws that require properties within the areas served by the System to connect to and remain connected to the System.

(h) Access. Seller shall provide PAWC and its representatives free and full access to and right to inspect, during normal business hours and upon prior written notice, all of the premises, properties, assets, records, Permits, contracts and other documents relating to the Assets and shall permit PAWC to consult with its officers, employees and other representatives for purposes of making such investigation of the Assets as PAWC shall desire to make, provided that no investigation shall unreasonably interfere with Seller's operation of the System.

(i) Customer List. Within thirty (30) days of execution of this Agreement, Seller shall provide PAWC an accurate and complete listing of all bulk, wholesale and retail customers of the System. This customer list shall provide the customer names, account information, service addresses, billing addresses, and all other relevant billing information, such as metering and equivalent dwelling unit information. The parties will continue to work together to determine additional information that should be included on the customer list, which shall be updated prior to Closing to include such additional information. This customer list shall be true and correct as of the date such list is provided to PAWC and shall be updated at Closing and provided to PAWC at Closing so as to be true and correct as of the Closing Date.

(j) Rates. Prior to the Closing, Seller shall adopt the water base rates reflected in **Schedule 6.7** (the "**Base Rate**"), which adopted rates shall become effective on or before the Closing Date. Seller shall provide to PAWC a copy of the Resolution adopting PAWC's rates, certified by a proper representative of Seller.

(k) Customer Advances. Prior to the Closing Date, Seller shall complete the construction of all mains and facilities for which Seller has received customer advances and return all unexpended customer advances to the appropriate depositor. Provided, however, that for projects acceptable to and approved in writing by PAWC, Seller may pay over to PAWC the unexpended, non-refundable customer advances, and PAWC shall assume all of the responsibility of Seller as to those unexpired customer advances and shall be

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bound by the terms and conditions contained in the Extension Deposit Agreements. PAWC shall not assume any responsibility for any unexpired customer advances received by Seller, or for any Extension Deposit Agreements to which Seller becomes a party, except as specifically agreed to in writing.

(l) Updating of Information. Between the date of this Agreement and the Closing Date, Seller will deliver revised or supplementary Schedules to this Agreement, containing accurate information as of the Closing Date, in order to enable PAWC to confirm the accuracy of Seller's representations and warranties and otherwise effectuate the provisions of this Agreement. The receipt by PAWC of any revised or supplementary Schedules to this Agreement shall in no way prejudice PAWC's right to terminate this Agreement based upon the failure of any condition to be satisfied under **Section 9.1** hereof or seek indemnification under **Section 10.1**. Seller will promptly inform PAWC, in writing, of the occurrence or failure of any action or event that would violate Seller's representations and warranties under this Agreement or render them inaccurate as of the date hereof or the Closing Date or that would constitute a breach of any covenant of Seller under this Agreement or a failure of any condition to the obligations of either Seller or PAWC under this Agreement. Each month prior to Closing, Seller will notify PAWC regarding any changes to information previously provided to PAWC related to the System or this Agreement.

(m) Retention of Records. Seller shall preserve any books and records relating to the System and the business that are not delivered to PAWC hereunder for a period no less than seven (7) years after the Closing Date (or such longer period as shall be required by Applicable Law), and Seller shall make available such books and records for review and copying to PAWC and its authorized representatives following the Closing at PAWC's expense upon reasonable notice during normal business hours. During such period, Seller shall permit, to the extent permitted by Applicable Law and upon request of PAWC, PAWC and any of its agents, representatives, advisors or consultants reasonable access to all properties, books, contracts and records of Seller related to the System and employees of or servicing the business for information related to periods up to and including the Closing.

6.2 Title Information. Within thirty (30) days following the execution of this Agreement, Seller shall deliver to PAWC (to the extent that the same is available and in the possession of Seller) true, correct and complete copies of all existing title policies, surveys, leases, deeds, instruments and agreements in Seller's possession relating to title to the real estate and easements constituting part of the Assets, as well as any amendments thereto through to Closing. Thereafter, PAWC and Seller shall conduct an abstract of such title information to determine whether Seller has sufficient real estate rights and continuous rights-of-way to permit PAWC, upon Closing, to operate a continuous water system, including lines, facilities fittings and appurtenances necessary to operate such water system, and that such rights are represented by legal instruments in appropriate form, duly recorded. Upon notification by PAWC that such legal rights for the System are not sufficient for the operation of the System, Seller shall, at its sole expense, secure such additional legal rights as PAWC may request.

6.3 Dual Meter Readings. On or about the Closing Date, PAWC and Seller shall take a dual meter reading for each of the customers of the System, which shall be used for (i) Seller to issue a final invoice to customers covering the period on and before the Closing Date, and (ii) PAWC to obtain its initial meter reading for future invoices covering the period after the Closing Date. The parties shall coordinate in good faith and agree upon these meter readings at such time, which shall be used for such invoices and all accounts receivable being retained by Seller under **Section 0**.

6.4 Further Assurances. Each party to this Agreement shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and

purposes of this Agreement and the transactions contemplated hereby. After the Closing, each party shall take such other actions and execute such other documents, instruments certifications, and further assurances as Seller or PAWC, as the case may be, may reasonably require in order to make effective the transactions contemplated hereby (including to transfer to PAWC or to put PAWC more fully in possession of any of the Assets).

6.5 **Cooperation.** Subject to the terms and conditions of this Agreement, the parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under Applicable Law to make effective the contemplated transactions as promptly as practicable. Prior to the Closing, the parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth herein. Any and all filing fees in respect of such filings that are customarily paid by Seller shall be paid by Seller, with the exception of those fees implemented by the PUC, which shall be paid by PAWC. On or after the Closing Date, the parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments not obtained prior to Closing, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Seller hereby agrees to cooperate with PAWC to ensure a proper transition of all customers with respect to billing and customer service activities, including assisting PAWC to place all customer information in a format reasonably requested by PAWC.

6.6 **Rates.** Effective upon Closing, PAWC shall (1) implement the Base Rates set forth in **Schedule 6.6** (which Base Rates shall have been adopted by Seller as provided in **Section 6.1(j)**) as PAWC's effective water base rates applicable to Seller's customers, and (2) apply PAWC's then existing miscellaneous fees and charges, rules and regulations for water service as set forth in PAWC's PUC-approved Tariff. As provided in 66 Pa.C.S. § 1329(d)(4), the Base Rates established in **Schedule 6.6** shall remain in place until the effective date of new rates approved by the PUC as the result of a base rate case proceeding before the PUC ("**New Rates**"). The New Rates shall be just and reasonable and consistent with PUC ratemaking principles.

6.7 **Scheduled Matters.** Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules ; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

ARTICLE 7

EMPLOYEE MATTERS

(a) Subject to the obligations of Seller under Applicable Law and PAWC's rights and obligations set forth in this **ARTICLE 7**, PAWC shall offer employment effective on the Closing Date, to all employees set forth in **Schedule 7.1** who are employed by Seller in operating the System as of the Closing Date and who are available to commence work on the Closing Date (hereinafter, "Seller Personnel"), subject to PAWC's existing standard hiring policies and procedures applicable to new employees (including but not limited to, a criminal background check and drug screening and written acknowledgment of PAWC's Code of Conduct and other employment policies, if applicable, from all Seller Personnel), except with respect to benefits as otherwise provided in **ARTICLE 7. Schedule 7.1** shall not be amended after the date this

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Agreement is executed without the prior written consent of PAWC. For purposes of clarity, nothing contained in this **ARTICLE 7** limits, restricts or prohibits PAWC from interviewing the Seller Personnel for informational purposes only in connection with the transfer of employment of the Seller Personnel to PAWC as provided in this **ARTICLE 7**.

(b) Subject to the obligations of Seller under Applicable Law, Transferred Personnel shall be employees-at-will of PAWC. PAWC shall provide each of Transferred Personnel compensation and benefits which are substantially comparable to the compensation and benefits then provided to similarly situated employees of PAWC. Nothing in this Agreement shall require PAWC to provide any particular form or type of employee benefit program, plan or policy to any Transferred Personnel as a result of the transaction contemplated by this Agreement.

(c) Subject to the obligations of Seller under Applicable Law, PAWC's rights and obligations set forth in this **ARTICLE 7**, and PAWC's applicable employee benefit plan documents, with respect to employee benefit plans maintained by PAWC for the benefit of its employees (i.e., paid vacation leave, PAWC's 401k Savings Plan), effective as of the Closing, PAWC shall recognize the Transferred Personnel's length of service with Seller as if such service were with PAWC for eligibility and vesting under PAWC's employee benefit plans and programs (except where doing so would result in a duplication of benefits). PAWC's pension plans and retiree medical plans are excluded from the foregoing sentence.

(d) Subject to the obligations of Seller under Applicable Law and PAWC's rights and obligations under this **ARTICLE 7**, effective as of the Closing, the Transferred Personnel shall cease active participation in Seller's Plans. Seller shall remain liable for all eligible claims for benefits under Seller's Plans that are incurred by the Transferred Personnel prior to the Closing Date. Subject to the obligations of Seller under Applicable Law **ARTICLE 7**, Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Personnel prior to Closing. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers compensation insurance benefits, on the event giving rise to such benefits, (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided, (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Transferred Personnel participates.

(e) This **ARTICLE 7** shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this **ARTICLE 7**, express or implied, shall confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this **ARTICLE 7**. The parties acknowledge and agree that the terms set forth in this **ARTICLE 7** shall not create any right in any Seller Personnel or any other person to any continued employment with PAWC or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict PAWC in the exercise of its independent business judgment in establishing or modifying any terms or conditions of the employment of the Transferred Personnel. Nothing contained in this **ARTICLE 7** shall constitute an amendment of, or an undertaking to amend, any employee benefit plan, program or arrangement maintained by PAWC or is intended to prevent PAWC from amending or terminating any such employee benefit plan, program or arrangement in accordance with its terms.

(f) No later than the Closing Date, Seller shall transfer all records pertaining to the employment of the Transferred Personnel to PAWC including all Personnel and human resources files and records.

ARTICLE 8

PENNSYLVANIA PUBLIC UTILITY COMMISSION APPROVAL

8.1 Pennsylvania PUC Approval. The obligation of PAWC to consummate the transactions contemplated by this Agreement is conditioned upon PAWC receiving the approvals of the PUC. PAWC covenants and agrees to initiate, and use commercially reasonable efforts to prosecute the necessary proceedings to obtain the approval of the PUC for: (a) this Agreement and the transactions contemplated hereby which require approval by the PUC, including the transfer by sale of the Assets to PAWC and the Assignment of Contracts Agreement; (b) the right of PAWC to provide water service to the public primarily in the service area presently being served by Seller's System; (c) the right of PAWC to apply after Closing PAWC's existing rules and regulations for service as set forth in PAWC's Tariff for the service area presently being served by Seller's System; (d) the right of PAWC to adopt Seller's rates as PAWC's rates in the area to be served at the time of Closing consistent with **Section 6.1(j)**; and (e) any other approval as may be appropriate to consummate the transactions contemplated by this Agreement. Seller, by this Agreement, covenants and agrees to provide, at its expense, such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding. Except as set forth in this Section 8.1, Buyer shall be responsible for all costs and expenses incurred in obtaining the aforementioned approvals. Nothing contained herein shall be construed to limit or prevent PAWC from making arguments to the PUC for separate approval of the Deposit Note, regardless of the status of approval of this Agreement. Seller shall, at its own expense, cooperate in any such separate filing by PAWC.

8.2 PUC Application Condition. PAWC's obligation to file the application to the PUC as set forth in Section 8.1 shall be conditioned upon PAWC's receipt of written confirmation, to PAWC's commercially reasonable satisfaction, that Seller has obtained all permits in its name necessary for PAWC's ownership and operation of the System that were held previously in the name of the East Dunkard Water Association.

ARTICLE 9

CONDITIONS PRECEDENT

9.1 Conditions Precedent to PAWC's Obligations. The obligation of PAWC to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by PAWC in its sole discretion):

(a) Representations and Warranties. Seller's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to this Agreement shall be true, correct and accurate as of the date made and at and as of the time of the Closing with the same force and effect as though such representations and warranties were made at and as of the Closing Date (without giving effect to any supplement to the Schedules), and PAWC shall have received from a proper representative of Seller a certificate to such effect, in form and substance reasonably satisfactory to PAWC.

(b) Performance of Covenants and Agreements. Seller shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and PAWC shall have received from a proper representative of Seller a certificate to such effect, in form and substance reasonably satisfactory to PAWC.

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(c) Adverse Change. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the System or the Assets (including a material loss of customers or Contracts), whether covered by insurance or not.

(d) Release of Liens. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all Encumbrances so that as of the Closing, the Assets shall be free and clear of any and all Encumbrances, and Seller shall have provided PAWC with such opinions, instruments or documents as PAWC may reasonably request, and in form and substance satisfactory to PAWC, evidencing the release, cancellation and discharge of any and all Encumbrances and that the Assets are not subject to any liens or Encumbrances.

(e) Other Regulatory Consents. Seller shall have obtained the written, final and unappealable approvals, authorizations and consents (including consents for Permit transfers) that are required to consummate the transactions contemplated by this Agreement and for PAWC to operate the System and the Assets after the Closing, including the approval of an appropriate Water Permit from the DEP and every regulatory agency of federal, state or local government that may be required in PAWC's opinion, each in form and substance (including with respect to the terms and conditions contained in any such approval) acceptable to PAWC in its sole and absolute discretion, and all waiting periods under existing laws, and all extensions thereof, the passing of which is necessary to consummate the contemplated transactions and finalize a Closing, shall have expired.

(f) Opinion of Counsel and Resolution. Seller shall have delivered to PAWC a written Opinion of Seller's Counsel, dated as of the Closing Date and addressed to PAWC, in the form set forth in **Exhibit C**, along with a copy of the Resolutions, certified by their proper representatives, approving the execution, delivery and performance of this Agreement by Seller, together with the certificate of its proper representatives that the Resolutions are in full force and effect and were duly adopted.

(g) Contractual Consent. Seller shall have obtained written approvals, authorizations and consents of transfer to all Assigned Contracts and Permits, to the extent specifically required by the terms of such Assigned Contracts and Permits, on terms reasonably satisfactory to PAWC.

(h) Certification of Financial Information. Seller shall have delivered to PAWC a certificate, in substantially the form set forth in **Exhibit D**, executed by its authorized representative in the form and substance satisfactory to PAWC, listing (i) the amount of its net outstanding long-term debt or notes, if any, related to the System (ii) all unexpired customer advances for construction and unexpired contributions in aid of construction as of the Closing Date, and (iii) any and all additions or retirements to the System during the period from the date of execution of this Agreement to the Closing Date, together with the cost thereof.

(i) Closing Deliveries. Seller shall have delivered all documents required to be delivered by it pursuant to **Section 3.1(a)**.

(j) PADEP Consent Order Agreement. PAWC shall have entered into a consent order and agreement with PADEP acceptable to PAWC in its sole and absolute discretion.

(k) East Dunkard Water Association Assets. Seller shall have obtained, to PAWC's satisfaction in its sole and absolute discretion, free and clear title to all System assets previously owned and

Appendix A

controlled by the East Dunkard Water Association required for PAWC's operation and ownership of the System.

(l) Proceedings. No provision of any law or order shall be in effect, and no proceeding by any person shall be threatened or pending before any Governmental Authority, or before any arbitrator, that would: (i) prevent consummation of the contemplated transactions; (ii) have a likelihood of causing the contemplated transactions to be rescinded following consummation; (iii) adversely affect the right of PAWC to own any of the Assets or operate the System; or (iv) adversely affect the System prospects or the value or condition of any of the Assets or the System.

(m) Due Diligence. PAWC shall have completed its due diligence review of the System, the Assets and Seller, including with the results of any environmental assessment performed with respect to any real property or the Assets or chain of title search, all material contracts and operating Permits and licenses of the System, and Seller's operations, contracts, employment practices, compliance, accounting and other items as PAWC deems necessary, as each of the foregoing items relate to the System or the Assets.

(n) Authorization of Contemplated Transactions. PAWC shall have obtained all necessary corporate approvals to consummate the contemplated transactions, including the approval of its Board of Directors.

(o) PUC Approval. The PUC shall have entered an order (or orders) providing the approvals set forth in **Section 8.1**, and such order(s) shall not be subject to appeal, challenge, supersedeas or injunction.

(p) Seller's Corrective Action Plan and the Administrative Order. Seller shall have timely performed and completed all Corrective Action Plan work, and shall be in compliance with the requirements of the Administrative Order, required to be performed and completed as of the Closing Date in compliance with the requirements and specifications of the Corrective Action Plan, the milestones and schedules approved by DEP as of the Effective Date, and the Permits governing such work.

(q) Employee Matters. All Seller Personnel remain nonunion personnel and Seller remains not subject to any collective bargaining agreements.

(r) PUC Settlement Agreement. Seller shall have either (i) secured the dismissal, termination, or withdrawal of, or (ii) satisfied its obligations pursuant to, the September 26, 2022 Joint Petition for Approval of Settlement (the "PUC Settlement"), including but not limited to the payment to PUC of a \$225,000.00 civil penalty. Any dismissal, termination, or withdrawal of the PUC Settlement shall not, to PAWC's sole satisfaction, obligate PAWC or any purchaser of the System in any manner whatsoever.

9.2 Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller in its sole discretion):

(a) Representations and Warranties. PAWC's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant this Agreement shall be true, correct and accurate as of the date made and at and as of the time of the Closing, with the same force and effect as though such representations and warranties were made at and as of the Closing Date (without giving

effect to any supplement to the Schedules), and Seller shall have received from an officer of PAWC a certificate to such effect, in form and substance reasonably satisfactory to Seller.

(b) Performance of Agreements. PAWC shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and Seller shall have received from an officer of PAWC a certificate to such effect, in form and substance reasonably satisfactory to Seller.

(c) Closing Deliveries. PAWC shall have delivered the Purchase Price and all documents required to be delivered by it pursuant to **Section 2.1(a)**.

ARTICLE 10

INDEMNIFICATION

10.1 Indemnification by Seller. Seller shall fully pay, protect, defend, indemnify and hold harmless PAWC and its affiliates and their respective officers, directors and agents and representatives (“**PAWC Indemnified Parties**”) from any and all Claims or Damages arising out of, resulting from, relating to or caused by: (i) a misrepresentation, inaccuracy in or breach of (or any claim by any third party alleging or constituting a misrepresentation, inaccuracy in, or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other transaction document, by Seller; (ii) any and all liabilities of Seller of any nature (including the retained liabilities in **Section 1.3(a)**), whether due or to become due, whether accrued, absolute, contingent or otherwise, whether accruing prior to or after the Closing Date, or arising out of any transaction entered into, any state of facts existing or any event occurring on or prior to such date, and any Encumbrance affecting the Assets or the System; (iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Seller or otherwise as a result of or on account of the Assets or the System at any time on or prior to the Closing Date; (iv) the ownership and/or operation of any of the Assets or the System on or prior to the Closing Date; (v) any proceeding now existing or hereafter arising and relating to the Assets or the System and arising from events or matters occurring on or prior to the Closing Date, regardless of when realized; (vi) any liabilities arising from or related to assets, properties and rights of Seller excluded from the Assets; (vii) any and all liabilities relating to the employees, agents and independent contractors of Seller who performed services for Seller or related to the System or the Assets, regardless of whether such liabilities arose from events occurring prior to or after the Closing; (viii) the failure to comply with the provisions of any so-called bulk transfer or bulk sale law of any jurisdiction in connection with the sale of the System and the Assets to PAWC, and (ix) transaction costs and expenses incurred by or on behalf of Seller in connection with this Agreement or the contemplated transactions.

No information or knowledge acquired, or investigations conducted, by PAWC or its representatives, of Seller, the Assets, the System or otherwise, shall in any way limit, or constitute a waiver of, or a defense to, any claim for indemnification by PAWC Indemnified Parties under this Agreement.

10.2 Indemnification by PAWC. PAWC agrees to indemnify, defend and hold harmless Seller and its affiliates and their respective officers, directors and agents at all times after the date of this Agreement, from, against and in respect of any and all Claims or Damages resulting from (i) a misrepresentation, an inaccuracy in or breach of (or any claim by any third party alleging or constituting a misrepresentation, an inaccuracy in, or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other transaction document, by PAWC, and (ii) any and all

liabilities of PAWC of any nature related to PAWC's operation of the System and the Assets and occurring after the Closing Date.

10.3 Survival of Representations and Warranties. All representations and warranties of Seller contained in this Agreement or any certificate or other Agreement delivered by Seller hereunder or relating to the subject matter of this Agreement shall survive until twelve (12) months following the Closing Date. All representations and warranties of Buyer contained in this Agreement or any certificate or other Schedule or agreement delivered by Buyer hereunder or relating to the subject matter of this Agreement shall survive until twelve (12) months following the Closing Date. The covenants, agreements and other obligations of Seller contained in this Agreement or any certificate or other agreement delivered by Seller hereunder or relating to the subject matter of this Agreement shall survive the Closing until twelve (12) months following the Closing Date or for the shorter period explicitly specified therein except for such other agreements by Seller that explicitly state that they survive for a longer period. The covenants, agreements and other obligations of Buyer contained in this Agreement or any certificate or other agreement delivered by Buyer hereunder or relating to the subject matter of this Agreement shall survive the Closing indefinitely or for the shorter period explicitly specified therein. Additionally, notwithstanding anything to the contrary (i) once the survival period or periods described above have ended, the applicable representation, warranty, covenant or agreement shall terminate and be of no further force or effect and (ii) any claim, demand, or cause of action with respect to any breach of such representation, warranty, covenant or agreement must be made or brought, if at all, within the period or periods described above. No Party shall permit its respective Affiliates or Representatives, and shall additionally cause its respective Affiliates and Representatives not to, make or bring any such claim, demand, or cause of action with respect to any such breach of a representation, warranty, covenant or agreement that may not otherwise be made directly by such Party hereunder.

10.4 Establishment of Escrow. PAWC and Seller acknowledge and agree that, as of Closing, the costs of obtaining the Missing Easements and any Claims or Damages that PAWC may suffer may not yet be known and therefore, at Closing, Seller shall deposit with a reputable banking institution (the "**Escrow Agent**"), funds as contemplated in subsections 10.4(a), and 10.4(a) below, as follows:

(a) Missing Easement Escrow. Seller shall deposit with Escrow Agent pursuant to an escrow agreement in the form of **Exhibit B**, as agreed upon by the parties hereto and Escrow Agent prior to the Closing (the "**Escrow Agreement**"), the sum of \$1,500/missing easement (the "**Missing Easement Escrow**") for the purpose of covering the costs of preparing, negotiating and finalizing, and recording any Missing Easements (the "**Missing Easement Work**"). Seller shall diligently pursue the Missing Easements after the Closing. Following the completion of the Missing Easement Work, then the funds remaining in the Missing Easement Escrow shall be released promptly (but in no event later than thirty (30) days after the later of the dates set forth above) to Seller; provided, however, that if Seller is unable to complete the Missing Easement Work within three (3) years following the Closing Date, then PAWC shall release the portion of the Missing Easement Escrow to Seller that compensates Seller for the Missing Easements obtained after Closing, and the balance, which should compensate PAWC for the Missing Easements not obtained after Closing, shall be released promptly to PAWC.

(b) Authority General Indemnity Escrow. In light of the fact that Seller plans to dissolve on or shortly after the Closing, Seller shall also deposit with Escrow Agent pursuant to the Escrow Agreement, the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "**Authority Escrow**") for the purpose of covering any Claims or Damages of any PAWC Indemnified Parties that would be subject to indemnification by Seller under this Agreement for a period of up to two (2) years after the Closing. Following the date that is one (1) year after the Closing, then to the extent of any funds remaining in the Authority

Escrow, any such funds remaining in the Authority Escrow shall be released promptly (but in no event later than thirty (30) days after the date set forth above) to Seller. If PAWC suffers any Claims or Damages that would be subject to indemnification from Seller as provided in this Agreement, PAWC shall submit to Escrow Agent and Seller a written request for disbursement, accompanied by reasonable supporting documentation therefore (a “**Request for Disbursement**”). Seller shall have five (5) days in which to review and verify the information submitted in the Request for Disbursement, and unless Seller objects in writing within five (5) days after the Request for Disbursement, the Request for Disbursement shall be deemed approved. If Seller objects, in the time set forth above, to a Request for Disbursement, then any portion of the Request for Disbursement to which Seller does not object shall nonetheless be released to PAWC. To the extent of any disputed portion of a Request for Disbursement, the dispute resolution procedures of the Escrow Agreement shall apply.

10.5 **Notice of Claim.** If either party seeks indemnification on behalf of an indemnified person, such party seeking indemnification (the “**Indemnified Party**”) shall give reasonably prompt written notice to the party from whom it seeks indemnification (the “**Indemnifying Party**”) specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; provided, however, that the right of a person or entity to be indemnified hereunder shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Subject to the terms hereof, the Indemnifying Party shall pay the amount of any valid claim not more than ten (10) days after the Indemnified Party provides notice to the Indemnifying Party of such amount.

ARTICLE 11

TERMINATION

11.1 **Termination.** This Agreement may be terminated at any time prior to the Closing only (a) by mutual written consent of Seller and PAWC; (b) by Seller or PAWC upon written notice to the other, if the Closing shall not have occurred on or prior to December 31, 2024; provided, however, that the right to terminate this Agreement under this **Section 11.1** shall not be available to any party whose breach under this Agreement has caused or resulted in the failure of the Closing to occur on or before such date; (c) by PAWC, if PAWC is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a breach of a representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within five (5) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured); (d) by PAWC, if, at any time before Closing, PAWC is not reasonably satisfied with the results of its due diligence review of the System and the Assets or the prospects of obtaining all regulatory consents and approvals; (e) by Seller, if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of PAWC and PAWC has not cured such breach within five (5) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured); (f) by Seller or PAWC upon written notice to the other, if any court of competent jurisdiction or other competent governmental entity shall have issued a statute, rule, regulation, order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the contemplated transactions, and such statute, rule, regulation, order, decree or injunction or other action shall have become final and non-appealable; (g) by PAWC, if all necessary regulatory approvals contemplated hereby or otherwise necessary to close the contemplated transactions have not been obtained within two hundred seventy (270) days of the date hereof;

(h) by PAWC, if any necessary regulatory approval is subject to an appeal in any court of competent jurisdiction that remains pending more than six (6) months after approval by the PUC.

11.2 Effect of Termination. The right of each party to terminate this Agreement under **Section 11.1** is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to **Section 11.1**, all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in this **Section 11.2** (Effect of Termination) and **ARTICLE 12** (Miscellaneous) will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by another party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. If this Agreement is terminated and the transaction abandoned for any reason, Seller shall remain obligated on the Deposit Note, provided, however, the parties hereto shall be deemed to have waived any rights or claims pursuant to this Agreement. With regard to any termination of this Agreement, Seller hereby affirmatively waives any defense to the validity or enforcement of the Deposit Note on the grounds that the Deposit Note is invalid as a result of not receiving any required approval of any Governmental Authority. Seller further agrees, at the request of PAWC, to cooperate at its own expense with any filing by PAWC, even in connection with a termination, for any required Governmental Authority approval of the Deposit Note.

ARTICLE 12

MISCELLANEOUS

12.1 Contents of Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

12.2 Successors and Assigns.

(a) Except as otherwise set forth herein, neither Seller nor PAWC shall assign this Agreement or any rights and obligations hereunder without the prior written consent of the other party, and any attempted assignment or delegation without such prior written consent shall be void and of no force or effect.

(b) The parties hereto acknowledge and agree that the limitations on assignment contained in **Section 10.4(a)** do not limit the rights of the Township of Dunkard, as the municipality who created Seller, under the Municipality Authorities Act. In the event of the termination of Seller in accordance with the Municipality Authorities Act or transfer of the System to the Township of Dunkard pursuant to the Municipality Authorities Act or other Applicable Law:

- (i) The Township of Dunkard shall assume and be liable for all of Seller's obligations under this Agreement in each case as if the Township of Dunkard was a direct party hereto;
- (ii) Roger Franks and Brian Gansor (hereinafter, "Seller Successor Agents") are hereby appointed to act as agents for and on behalf of the Township of Dunkard in

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connection with, and to facilitate, any and all transactions arising from, in connection with and incident to this Agreement;

- (iii) A decision, act, consent or instruction of either of the Seller Successor Agents shall constitute a decision of Seller and shall be final, binding and conclusive upon the Township of Dunkard, and PAWC and an escrow agent may rely upon any decision, act, consent or instruction of the Seller Successor Agents as being the decision, act, consent or instruction of Seller and Township of Dunkard;
- (iv) PAWC and an escrow agent are hereby irrevocably relieved of any liability to any person for any acts done by them in accordance with such decision, act, consent or instruction of the Seller Successor Agents; and
- (v) Seller or the Seller Successor Agents, as the case may be, shall constitute the sole point of contact for purposes of any notices to be given, consents to be obtained, or other communications, by PAWC or PAWC's affiliates pursuant to or in connection with this Agreement or any matters arising out of or relating hereto; and in no event shall PAWC be required or obligated in any way to give notice to, obtain the consent of, or otherwise communicate with any person other than Seller or the Seller Successor Agents.

12.3 **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the legal representatives, and permitted assigns and successor of Seller or PAWC.

12.4 **Waiver.** Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

12.5 **Transfer Taxes.** Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be split equally by PAWC and Seller (i.e., each pay 50% of such taxes).

12.6 **Notices.** Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, by facsimile (if followed by overnight courier on the same date) or sent by nationally recognized overnight courier, as follows:

If to PAWC:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Attention: Andrew L. Swope, General Counsel

With a required copy to:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

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Attention: Chris Abruzzo, Senior Director, Business Development

If to Seller:

East Dunkard Water Authority
PO Box 241
2790 South Eighty Eight Road
Dilliner, PA 15327
Attention: Theresa Helton
Fax: 724-943-4195

With a required copy to:

Turturice & Associates, LLC
70 E. Wheeling Street
Washington, PA 15301

Attention: Lane M. Turturice, Esq.
Fax: 724-470-9639

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

12.7 Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of law's provisions. The Parties hereto irrevocably agree and consent to the jurisdiction of Pa PUC, the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Greene County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Greene County, Pennsylvania, and each Party irrevocably, except where the PaPUC has exclusive or primary jurisdiction, submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.8 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

12.9 Interpretation. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Unless otherwise indicated, the words "including", "includes", "included" and "include", when used, are deemed to be followed by the words "without limitation."

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12.10 Schedules. All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

12.11 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

12.12 Risk of Loss. Seller assumes risk of loss in connection with the Assets prior to Closing, including risk of loss from fire and other casualty. In the event of any loss or damage to any of the Assets, PAWC at its option, prior to or at Closing shall have the right to (i) request that the damaged asset be replaced or restored to substantially the same condition of the asset as of the date of this Agreement; (ii) request an adjustment to the Purchase Price as can be agreed upon by the parties, or (iii) request the insurance proceeds of Seller and/or other moneys to enable PAWC to make a proper restoration of the damaged asset.

12.13 Environmental Assessment. Without limiting the parties rights and obligations under this Agreement (including **Sections 6.1(h), 9.1(m) and 10.1**), after the date of this Agreement and until the Closing Date, PAWC shall have the reasonable right to enter upon the property and facilities constituting the System, after making reasonable prior arrangement with Seller, for the purposes of conducting an environmental assessment of the System. PAWC shall notify Seller in writing if the environmental assessment reveals the presence of oil or petroleum products or any hazardous or toxic wastes or materials or storage of fuel tanks or any other environmental hazard or contamination. Within fifteen (15) days of the date of such notice, Seller shall advise PAWC in writing as to whether Seller can cure the environmental hazard or contamination and, if so, what remediation actions Seller will take to cure. In connection with such environmental assessment, PAWC shall have the right, in PAWC's sole discretion, to terminate this Agreement upon written notice to Seller.

12.14 Specific Performance and Injunctive Relief; Remedies. The parties hereto recognize that if either of them fails to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at law may not provide adequate relief to the other party. Therefore, in addition to any other remedy provided for in this Agreement or under Applicable Law, a party hereto may demand specific performance of this Agreement, and such party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time if the other party fails to comply with any of the provisions of this Agreement applicable to such party. To the extent permitted by Applicable Law, the parties hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such party's remedy of specific performance or injunctive relief. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law. Nothing contained herein shall be construed as limiting the parties' rights to redress for fraud.

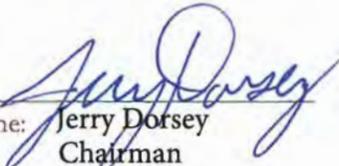
12.15 Counterparts. This Agreement may be executed by facsimile, electronically or by exchange of documents in PDF format, and in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

12.16 Nonliability of Public Officials or Appointees. Except for instances of fraud or willful misconduct, Buyer may not charge any official, officer, employee, advisor or consultant of Seller personally with any liability or expenses of defense or hold any official, officer, appointee, employee, advisor or consultant of Seller personally liable to them under any term or provision of this Agreement or because of the execution, attempted execution or any breach of this Agreement by Seller.

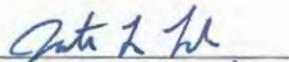
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

EAST DUNKARD WATER AUTHORITY

By: 
Name: Jerry Dorsey
Its: Chairman

PENNSYLVANIA-AMERICAN WATER COMPANY

By: 
Name: Justin L. Ladner
Its: President

APPENDIX 1 **DEFINITIONS**

“**Administrative Order**” means that administrative order issued by the Commonwealth of Pennsylvania Department of Environmental Protection dated August 25, 2022 captioned “In the Matter Of: East Dunkard Water Authority, 2790 South Eighty-Eight Road, Dilliner, PA 15327, PWS ID No. 5300012 and East Dunkard Water Association, 2790 South Eighty-Eight Road, Dilliner, PA 15327, Greene County, Violations of the Pennsylvania Safe Drinking Water Act and the Rules and Regulations Promulgated Pursuant Thereto.”

“**Agreement**” has the meaning provided in the Introduction.

“**Applicable Law**” means (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, or implementation schedule of any Governmental Authority having jurisdiction; (3) any established interpretation of law or regulation utilized by a Governmental Authority if such interpretation is documented by such Governmental Authority and generally applicable; (4) any Permit; and (5) any order; in each case having the force of law and applicable to the design, improvement, operation, maintenance, repair or performance of the System and the management of residuals.

“**Assets**” means all of the assets, properties and rights of Seller (whether tangible, intangible, real, personal or mixed) that are held or used in connection with the System, but excluding the Excluded Assets.

“**Assigned Contracts**” has the meaning provided in **Section 5.1(c)**.

“**Assignment of Contracts Agreement**” has the meaning provided in **Section 3.1(a)(i)**.

“**Authority Escrow**” has the meaning provided in **Section 10.4(a)**.

“**Base Rate**” has the meaning provided in **Section 6.1(j)**.

“**Claims or Damages**” means any loss, demand, claim, suit, action, assessment, damage, liability, cost, expense, fine, penalty, judgment, award or settlement, whether or not involving a Governmental Authority or third party claim, including related fees and costs, interest, and any amounts paid in investigation, defense or settlement of any of the foregoing. Except as specifically provided in this Agreement, “Claims or Damages” does not include, and neither party will be liable for, any loss of profit and any other incidental, consequential, exemplary, or punitive damages, including, without limitation, lost profits, lost productions or lost revenues, except to the extent such damages are awarded and actually paid to a third party.

“**Closing**” has the meaning provided **Section 3.1**.

“**Closing Date**” has the meaning provided **Section 3.1**.

“**Code**” means the Internal Revenue Code, 26 U.S.C. § 1 et seq.

“**Contract**” has the meaning provided in **Section 4.1(k)**.

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“**Corrective Action Plan**” means the corrective action plans approved by DEP dated November 2020 to address multiple customer complaints of water quality problems and test result levels that exceeded the Secondary Maximum Contaminant Limits (MCL) for Manganese.

“**Deposit Note**” has the meaning provided in **Section 2.2**.

“**DEP**” means the Pennsylvania Department of Environmental Protection or any successor agency thereto.

“**Effective Date**” has the meaning provided in the Introduction.

“**Encumbrances**” has the meaning provided in **Section 1.1**.

“**Environmental Laws**” means all federal, state, and local laws and regulations relating to protection of the environment or natural resources, including the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (“**CWA**”), the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq., the Surface Mining Control and Reclamation Act, 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 (“**RCRA**”), the Atomic Energy Act of August 30, 1954, Ch. 1073, 68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.), counterpart state laws, and the regulations adopted pursuant thereto. Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

“**Escrow Agent**” has the meaning provided in **Section 10.4**.

“**Escrow Agreement**” has the meaning provided in **Section 10.4(a)**.

“**Excluded Assets**” has the meaning provided in **Section 0**.

“**Extension Deposit Agreement**” has the meaning provided in **Section 4.1(t)**.

“**GAAP**” means generally accepted accounting principles consistently applied.

“**Governmental Authority**” means as any federal, state, county, municipal, or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof, having jurisdiction.

“**Hazardous Waste**” means any hazardous waste as defined under the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and 40 C.F.R. Part 261.

“**Indemnified Party**” has the meaning provided in **Section 10.5**.

“**Indemnifying Party**” has the meaning provided in **Section 10.5**.

“**Missing Easement**” has the meaning provided in **Section 4.1(l)(vii)**.

Appendix A

“**Missing Easement Escrow**” has the meaning provided in **Section 10.4(a)**.

“**Missing Easement Work**” has the meaning provided in **Section 10.4(a)**.

“**New Rates**” has the meaning provided in **Section 6.6**.

“**Outstanding Indebtedness**” has the meaning provided in **Section 2.4**.

“**PAWC**” has the meaning provided in the Introduction.

“**PAWC Indemnified Parties**” has the meaning provided in **Section 10.1**.

“**Permits**” has the meaning provided in **Section 4.1(q)**.

“**PUC**” means the Pennsylvania Public Utility Commission or any successor agency thereto.

“**PUC Settlement**” has the meaning provided in **Section 9.1(r)**.

“**Purchase Price**” has the meaning provided in **Section 2.1**.

“**Request for Disbursement**” has the meaning provided in **Section 10.4(a)**.

“**Resolutions**” has the meaning provided in **Section 2.1(a)(ii)**.

“**Retained Accounts Receivable**” has the meaning provided in **Section 4.1(g)**.

“**Seller**” has the meaning provided in the Introduction.

“**Seller Personnel**” has the meaning provided in **Section 7(a)**.

“**Seller Successor Agent**” has the meaning provided in **Section 12.2(ii)**.

“**Seller’s Benefit Obligations**” means all material obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller’s Plans), that are owed, adopted or followed by Seller. Seller’s Benefit Obligations also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code § 132.

“**Seller’s Plans**” means each voluntary employees’ beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel and any employee benefit plans or any other retirement, pension, profit sharing, stock option, other post-employment benefits (OPEB) stock bonus, deferred compensation (including any “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which Seller is a plan sponsor or to which Seller otherwise contributes or has contributed within the last six (6) years, or in which Seller otherwise participates or has participated within the last six (6) years.

“**Signing Cash Deposit**” has the meaning provided in **Section 2.2**.

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“**System**” has the meaning provided in the Recitals.

“**Tariff**” has the meaning provided in the Recitals.

“**Transferred Personnel**” means the Seller Personnel who accept PAWC’s offer of employment and commence employment on the Closing Date.

ASSET PURCHASE AGREEMENT

By and Between

East Dunkard Water Authority

As Seller

and

Pennsylvania-American Water Company

As Buyer

SCHEDULES AND EXHIBITS

Capitalized terms used in the Schedules which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The Schedules are to be read in their entirety. Nothing in the Schedules is intended to broaden the scope of any representation or warranty in the Agreement. The disclosure of any item, explanation, exception or qualification in any Schedule is disclosure of that item for all purposes for which disclosure is required under the Agreement when it is reasonably apparent from the context that such item, explanation, exception or qualification also relates to another Schedule irrespective of whether any cross reference is made or no Schedule is provided with respect to a representation. Other than as expressly set forth herein or when the Schedules reference agreements or other matters not documented in a separate writing, all descriptions of agreements, written materials or other matters appearing herein, are summary in nature and are qualified by reference to the complete documents, which have been supplied to the Buyer or its counsel.

List of Exhibits

- Exhibit A – Assignment of Contracts Agreement
- Exhibit B – Form of Escrow Agreement – Escrow for Missing Easements
- Exhibit C – Form of Opinion of Seller’s Counsel
- Exhibit D – Form of Certification of Financial Information
- Exhibit E – Form of Deposit Note

List of Appendices

- Appendix 1 – Definitions

List of Schedules

- Schedule 1.0 – Service Area Map
- Schedule 1.4 – List of Excluded Assets
- Schedule 2.4 – Seller Outstanding Indebtedness
- Schedule 3.2(a) – Seller Closing Deliveries
- Schedule 3.2(b) – PAWC Closing Deliveries
- Schedule 4.1(b) – Assets Subject to Leasehold Interest
- Schedule 4.1(i) – Undisclosed Liabilities
- Schedule 4.1(j) – Seller Representatives with Knowledge
- Schedule 4.1(k) – List of Contracts
- Schedule 4.1(k)(i) – Refund Arrangements
- Schedule 4.1(l)(i) – Rights in Real Property and Leases
- Schedule 4.1(l)(ii) – Easements and Rights of Way
- Schedule 4.1(l)(iii) – Options and Rights of First Refusal
- Schedule 4.1(l)(v) – Taxes and Assessments

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Schedule 4.1(l)(vi) – Necessary Repairs to Real Property

Schedule 4.1(m) – Litigation

Schedule 4.1(p) – Violations of Law

Schedule 4.1(q) – Permits

Schedule 4.1(r)(i) – Environmental Conditions

Schedule 4.1(r)(iv) – Environmental Conditions

Schedule 4.1(r)(vi) – Environmental Conditions

Schedule 4.1(u) – Extension Deposit Agreements

Schedule 5.1(c) – Assigned Contracts

Schedule 6.7 – Seller’s Rates

Schedule 7.1 – Transferred Personnel

Exhibit A

Form of Assignment of Contracts Agreement

ASSIGNMENT OF CONTRACTS AGREEMENT

THIS ASSIGNMENT OF CONTRACTS AGREEMENT made and entered into the ____ day of _____, 2023, by and among East Dunkard Water Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (“**Seller**”), and **PENNSYLVANIA-AMERICAN WATER COMPANY**, a Pennsylvania corporation (hereinafter referred to as “**PAWC**”).

WHEREAS PAWC and Seller are parties to that Asset Purchase Agreement dated as of _____, 2023, whereby PAWC agreed to purchase from Seller its water system located in Dilliner, Greene County, which Seller owns, maintains and operates (the “**Acquisition Agreement**”).

WHEREAS, pursuant to the Acquisition Agreement, Seller agreed to sell, assign and transfer to PAWC the contractual rights of Seller related to the contracts, agreements and arrangements identified on **Exhibit A** attached hereto and made a part hereof (the “**Assigned Contracts**”).

WHEREAS, pursuant to the Acquisition Agreement, Seller is to assign and transfer to PAWC all of Seller’s rights, title and interest in and to the Assigned Contracts, and PAWC is to assume Seller’s duties and obligations arising after the date hereof under the Assigned Contracts.

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

1. Seller hereby assigns and transfers to PAWC all of its rights, title and interest in and to the Assigned Contracts, free and clear of all liens and encumbrances of every kind. In furtherance of the assignment contemplated by this Section 1, Seller warrants that, as of the date hereof, Seller has obtained the consent of the other contracting party (or other contracting parties) to each Assigned Contract, if prior consent is required to assign such Assigned Contract or if such Assigned Contract is, by its terms, not assignable.

2. PAWC hereby assumes all liabilities expressly contained in the Assigned Contracts that are to become due after the date hereof (excluding liabilities for non-performance, breach, default or other circumstances that occurred on or prior to the date hereof).

3. Seller assigns no liabilities of any kind or nature whatsoever to PAWC, and PAWC assumes no such liabilities, hereunder, except for those contained in the express terms of the Assigned Contracts (excluding liabilities for non-performance, breach, default or other circumstances that occurred on or prior to the date hereof).

4. This Assignment and Assumption Agreement shall be binding upon the parties and their respective heirs, successors and assigns.

5. Seller hereby covenants and agrees that it will, upon the request of PAWC, perform, execute and deliver (and cause to be performed, executed and delivered), such and all other

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instruments, documents, acts, transfers, assignments and assurances as PAWC may reasonably require in order to better assure, confirm and accomplish the purposes and benefits of this Assignment of Contracts Agreement.

6. This instrument shall be construed and governed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

7. This instrument may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Contracts Agreement has been executed as of the date and year first above written.

WITNESS:

EAST DUNKARD WATER AUTHORITY

By: Theresa Helton
Printed Name: Theresa Helton
Date: 7-21-23

By: Jerry Dorsey
Printed Name: Jerry Dorsey
Date: 07-21-23

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made as of this ____ day of _____, 2023, by and among **PENNSYLVANIA-AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Buyer"), **EAST DUNKARD WATER AUTHORITY** ("Seller"), a municipal authority organized and existing under the law of the Commonwealth of Pennsylvania and [____], a [____] (the "Escrow Agent"), as escrow agent. Each of the Buyer, Seller and the Escrow Agent shall be referred to herein as a "Party" and collectively, as the "Parties".

WHEREAS, Buyer and Seller are Parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated _____, 2023. Solely as between Buyer and Seller, terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, concurrently with the execution and delivery of this Escrow Agreement, the Buyer and Seller are closing on the transactions contemplated by the Purchase Agreement.

WHEREAS, the Purchase Agreement requires Seller to transfer or assign certain real property interests to Buyer for Acquired Assets situated upon lands owned by third parties, specifically including sewer lines encroaching upon land owned by third parties (collectively referred to herein as "Easements"). The Easements are identified on Schedule 4.1(l)(ii) of the Purchase Agreement, [as that Schedule was amended as an attachment to the Closing Certificate delivered by Seller to Buyer on the date hereof.]

WHEREAS, as of the date of this Escrow Agreement, Seller has not transferred or assigned [____] of the Easements (collectively, the "Missing Easements", the list of which is attached hereto as **Exhibit "A"** which therefore will not be transferred to Buyer at Closing. Seller and Buyer have agreed to permit Seller to assign and transfer the Missing Easements following Closing pursuant to the terms of this Escrow Agreement.

WHEREAS, Buyer has agreed to deposit [____ **Dollars (\$_____)**] of the Purchase Price in escrow with the Escrow Agent (in accordance with Section 2 hereof) (the "Easement Escrow Fund" or the "Escrow Fund"), in order to secure Seller's obligations to assign and transfer all of the Missing Easements after the date hereof.

WHEREAS, the Parties are entering into this Escrow Agreement in furtherance of the Parties' agreement described in Section 10.4(a) of the Purchase Agreement between Seller and Buyer dated the date hereof.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

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1. Escrow Fund. Buyer is delivering on the date hereof to the Escrow Agent an amount in cash equal to the Escrow Fund, which funds are to be held in escrow by the Escrow Agent pursuant hereto and released in accordance with the terms hereof.

2. Protection and Investment of Escrow Fund. The Escrow Agent shall separately hold and safeguard the Easement Escrow Fund for such period of time that any funds remain therein, shall treat the Escrow Fund as a separate escrow account in accordance with the terms of this Escrow Agreement and not as its property, and shall hold and dispose of the Escrow Fund only in accordance with the terms of this Escrow Agreement. The Escrow Fund shall be held in escrow in a separate account held in a national banking association regulated by the Office of the Comptroller of the Currency (OCC) and authorized to conduct business in Pennsylvania. The Escrow Agent shall deposit the Escrow Fund into an interest-bearing account.

3. Term. This Escrow Agreement shall be for a term ending on the third (3rd) anniversary of the date of this Escrow Agreement (the "Term"), subject to extension in the event that there are pending claims upon the expiration of the Term, or upon the Seller's delivery to Buyer of all Missing Easements, whichever is sooner.

4. Distributions from Easement Escrow Fund. The Easement Escrow Fund shall be distributed to Seller or Buyer (such Party in such capacity, the "Withdrawing Party") in accordance with the following terms:

(a) Subject to Section 4(c) below, the Easement Escrow Fund shall be distributed to Seller in accordance with the following terms:

(i) Seller shall be entitled to quarterly distributions from the Escrow Fund calculated as: the number of Missing Easements delivered to Buyer during the preceding calendar quarter which satisfy the criteria set forth herein (each, an "Easement Document"), multiplied by **\$1,500.00**, subject to a maximum aggregate distribution under this subparagraph (i) during the Term of [_____ **Dollars (\$_____)**]. In order for a Missing Easement to be included as an Easement Document for purposes of determining distributions under this subsection (a), the Easement Document must satisfy the following criteria:

(A) the Easement Document shall be in the form of (1) a recorded deed of easement or a recorded deed in lieu of condemnation, in each case duly executed by the third party granting the rights set forth therein, or (2) a final, unappealable order of court in a condemnation proceeding; and

(B) the Easement Document shall be perpetual in duration and shall adequately describe the area of land encumbered by such Easement Document which shall include adequate vehicular access to the Acquired Assets situated therein and adequate area for maintaining, repairing and replacing said Acquired Assets when necessary;

(C) the Easement Document shall satisfy all requirements for recording such Easement Document as imposed by the Greene County Recorder of Deeds;

(D) any Easement Document in the form attached hereto as **Exhibit "B"** which, upon delivery to Buyer, complies with subparagraphs (A) through (C) above, shall be deemed to satisfy all requirements upon which a release from the Escrow Fund is conditioned.

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(ii) Subject to subparagraph (iii) below, the remaining [_____]
Dollars (\$_____)] shall be distributed to Seller upon Seller's delivery of the last of the [_____] Missing Easement Documents (satisfying all criteria set forth in subparagraph (i) above) to Buyer in accordance with the terms hereof.

(b) All disbursements made under subparagraphs (a)(i) and (a)(ii) above shall occur within ten (10) days after the Escrow Agent has received a Withdrawal Request as set forth in Section 4(d) hereof.

(c) The balance in the Escrow Fund, if any, existing upon expiration of the Term following any distribution owed to Seller resulting from delivery of Easement Documents during the quarter in which the Term expires, shall be distributed to Buyer.

(d) Within ten (10) days following the end of each calendar quarter during the Term (in which case only Seller shall be the Withdrawing Party) or, in the event that there is a balance in the Escrow Fund existing upon expiration of the Term, then within ten (10) days of the expiration of the Term (in which case either Seller or Buyer may be the Withdrawing Party) the Withdrawing Party shall request a disbursement from the Easement Escrow Fund (a "Withdrawal Request") by delivering to Escrow Agent and the other Party to this Escrow Agreement a written notice of such request (a "Withdrawal Request Notice"). The Withdrawal Request Notice shall describe the basis and amount of the Withdrawal Request, which, with respect to Seller, shall be calculated in accordance with Section 4(a)(i) above, and shall include any documentation (including Easement Documents delivered to Buyer) evidencing the basis for the amount of the Withdrawal Request, and a certification that a copy of the Withdrawal Request has been delivered to the other Party. The Escrow Agent shall release to the Withdrawing Party the amount of the Withdrawal Request from the Easement Escrow Fund on or before the tenth (10th) day after the date when the Escrow Agent receives the Withdrawal Request Notice, provided that, if the Escrow Agent, within such period of ten (10) days, receives from the other Party (in such capacity, an "Objecting Party") a written notice of dispute of the Withdrawal Request (which notice shall include a certification by the Objecting Party that it has delivered a copy of such notice to Withdrawing Party) then the Escrow Agent shall continue to hold the amount set forth in the Withdrawal Request in the Easement Escrow Fund pursuant to this Escrow Agreement until the Escrow Agent receives either written instructions signed by the Withdrawing Party and the Objecting Party directing a release from the Easement Escrow Fund, or a final order of a court of competent jurisdiction (from which there is no further appeal or for which the time to appeal has expired without such appeal having been taken) directing a release from the Easement Escrow Fund. The Escrow Agent shall make distributions from the Easement Escrow Fund in accordance with such instructions or order within two (2) business days after receipt of either.

(e) Should a dispute arise between the Parties as to whether an Easement Document satisfies the criteria for release under subparagraph (a)(i) above, the Parties shall jointly select a neutral attorney with expertise in real property transactions to serve as mediator of the dispute and both Parties shall diligently pursue a resolution of such dispute in good faith. In the event that the Parties are unable to resolve such dispute within sixty (60) days following the delivery by the Objecting Party to the withdrawing of the notice of objection, either Party may pursue a claim in the Greene County Court of Common Pleas.

5. Default & Remedies.

(a) It shall be a default of this Escrow Agreement if Seller shall fail to diligently pursue the delivery of all Easement Documents using commercially reasonable efforts and to transfer such interests to Buyer on or before the expiration of the Term ("Default").

(b) In the event of a Default, Buyer may, at Buyer's sole discretion, after first providing written notice to Seller and a thirty (30) day cure period thereafter to Seller, undertake to obtain such easements on its own or file suit in a court of competent jurisdiction seeking specific performance in the form of an order requiring Seller to obtain all Easement Documents, including by way of the exercise of its power of eminent domain. Buyer and Seller acknowledge that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of a bond with such remedy are waived by the Buyer and Seller.

(c) If Seller Defaults and Buyer elects to pursue a remedy under Paragraph 5(b) above, Buyer shall be entitled to recover from Seller all actual damages, including costs and reasonable attorneys' fees incurred in obtaining the outstanding easements or in bringing an action seeking specific performance of the terms of this Escrow Agreement. In the event Seller incurs a liability to Buyer under this Section 5(c), any amount distributed to Buyer pursuant to Section 4(c) above shall be applied as a credit to such amount owed by Seller to Buyer under this Section 5(c). The establishment of the amount of the Escrow Fund shall not limit Buyer's right to recovery hereunder or under the Purchase Agreement.

6. Limitation of Escrow Agent's Liability.

(a) Limitation on Liability. The Escrow Agent shall incur no liability with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other documents believed by it to be genuine and duly authorized, nor for other action or inaction, except its own willful misconduct or gross negligence. If any controversy arises between the Parties to this Escrow Agreement, or with any other Party, concerning the subject matter of this Escrow Agreement, its terms or conditions, the Escrow Agent will not be required to resolve the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or by written agreement of Buyer and Seller. The Escrow Agent shall not be responsible for the sufficiency of this Escrow Agreement or any other agreement referred to herein. The Escrow Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any Party to this Escrow Agreement; provided, however, Escrow Agent shall use commercially reasonable efforts to ascertain whether or not such person has the requisite authority required to act on behalf of a Party. In all questions arising under this Escrow Agreement, the Escrow Agent may rely on the advice of counsel, and the Escrow Agent shall not be liable to anyone and shall be fully indemnified for anything done, omitted or suffered in good faith by the Escrow Agent based on such advice. The Escrow Agent shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner satisfactory to it in its sole judgment. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have

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no liability under and no duty to inquire as to the provisions of any document other than this Escrow Agreement, including without limitation any other agreement between any or all of the Parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action in connection with the Escrow Fund, this Escrow Agreement or the Purchase Agreement or to appear in, prosecute or defend any such legal action. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of the Escrow Fund is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated. Notwithstanding the foregoing, Escrow Agent shall immediately provide written notice to Seller and Buyer if any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or, in case of disbursement of the Escrow Fund, is stayed or enjoined by any court order. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other Party hereto or for any other person or entity.

(b) Indemnification. Buyer and Seller agree jointly and severally to indemnify the Escrow Agent for, and hold it harmless against, any claim (whether asserted by Buyer, Seller or any other person or entity), loss, liability or expense incurred by the Escrow Agent except to the extent directly caused by gross negligence or willful misconduct on the part of the Escrow Agent (as determined by a court of competent jurisdiction), arising out of or in connection with its carrying out of its duties hereunder, and in connection therewith to indemnify the Escrow Agent, its directors, officers, partners, employees and agents against any and all expenses, including reasonable attorneys' fees and expenses and the cost of defending any action, suit or proceeding or resisting any claim or enforcing Buyer's or Seller's obligations under this Escrow Agreement. The obligations of Buyer and Seller under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

(c) Authority to Interplead. Buyer and Seller authorize the Escrow Agent, if a dispute exists with respect to any obligation of Escrow Agent hereunder or the Escrow Agent is threatened with litigation or is sued, to interplead all interested parties in any court located in Allegheny County, Pennsylvania and to deposit the Escrow Fund with the clerk of that court after deduction and payment to the Escrow Agent of all its unpaid reasonable and actual expenses. In the event of any dispute, the Escrow Agent shall be entitled to petition a court of competent jurisdiction and shall perform any acts ordered by such court.

7. Successor Escrow Agents. The Escrow Agent may resign at any time upon giving at least thirty (30) days' written notice to Seller and Buyer and, after the date of such resignation notice, notwithstanding any other provision of this Escrow Agreement, Escrow Agent's sole obligation will be to hold the Escrow Fund pending appointment of a successor Escrow Agent. Similarly, Escrow

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Agent may be removed at any time by Buyer and Seller giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. No such resignation or removal shall become effective until the appointment of a successor escrow agent, which shall be accomplished as follows: Buyer and the Seller shall use their commercially reasonable efforts to mutually agree on a successor escrow agent within thirty (30) days after receiving such notice. If the parties fail to agree upon a successor escrow agent within such time, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Buyer and Seller. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon appointment of a successor escrow agent, and payment of the Escrow Fund to the successor escrow agent, after deduction and payment to the retiring Escrow Agent of all reasonable and actual expenses payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder, the Escrow Agent shall be discharged from any further duties and liability under this Escrow Agreement. After Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

8. Further Instruments. If the Escrow Agent reasonably requires other or further instruments in connection with its performance of its duties, the necessary parties hereto shall join in furnishing such instruments.

9. Termination. This Escrow Agreement shall terminate upon the earlier of expiration of the Term or such time as no funds remain in the Easement Escrow Fund due to distribution in accordance with Section 4 of this Escrow Agreement.

10. Waiver & Other Remedies. The rights and remedies herein reserved to Buyer or Seller are cumulative and not alternative.

11. Compensation of Escrow Agent. The Escrow Agent shall not be compensated or charge fees for acting as Escrow Agent, but shall be reimbursed by the Parties for reasonable expenses actually paid to third parties and incurred for service as Escrow Agent only, subject to reasonable substantiation of such expenses.

12. General.

(a) Notices. All notices, requests, claims and other communications under this Escrow Agreement shall be in writing, shall state specifically that they are being given pursuant to this Escrow Agreement and shall be addressed as follows:

if to the Buyer, to:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Attention: President

with a copy to:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Attention: General Counsel

if to the Seller, to:

East Dunkard Water Authority
290 South Eighty Eight Road
Dilliner, PA 1532
Attn: Theresa Helton, General Manager

with copies to:

Lance M. Turturice
70 Wheeling Street
Washington, PA 15301

and

[insert]

if to the Escrow Agent, to:

[ESCROW AGENT AND ESCROW AGENT ADDRESS]

or such other person as a Party may from time to time designate by notice to the other Parties. A notice or other communication or approval is deemed to have been sent and received after ordinary business hours (time or place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next business day or (ii) on the fourth business day after mailing if sent by United States registered or certified mail. Any notice addressed to the Escrow Agent shall be effective only upon receipt.

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

(c) **Severability**. If any term, provision, covenant or restriction contained in this Escrow Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Escrow Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(d) **Entire Agreement**. This Escrow Agreement, including the relevant provisions of the Purchase Agreement pertaining to the parties' rights and obligations regarding the Missing Easements, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or

Appendix A

oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Escrow Agreement or on which reliance is placed by any Party, except as specifically set forth in this Escrow Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Escrow Agreement, (ii) the provisions and language of this Escrow Agreement have been fully negotiated and (iii) no provision of this Escrow Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Escrow Agreement having been drafted on behalf of one Party rather than the other Party.

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

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

(g) Anti-Assignment; Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns; provided, however, that no Party may assign any of its rights or delegate any of its duties under this Escrow Agreement without the prior written consent of the other Party hereto and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

(h) Governing Law and Jurisdiction. This Escrow Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Greene County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Greene County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ESCROW AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT, THE PURCHASE AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS

CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ESCROW AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ESCROW AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(i) Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Escrow Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity if the other Party has performed in accordance with the terms hereof.

(j) Counterparts; E-Mail/Facsimile; Execution. This Escrow Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Escrow Agreement shall be effective when it has been executed by each Party and delivered to all Parties. To evidence the fact that it has executed this Escrow Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic mail or facsimile transmission. Such Party shall be deemed to have executed and delivered this Escrow Agreement on the date it sent such electronic mail or facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Escrow Agreement executed by such Party.

(k) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Buyer and Seller agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Escrow Agreement is contingent upon verification of all regulatory requirements applicable to Buyer, Seller and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA Patriot Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Escrow Agreement in whole or in part, and refuse any otherwise permitted assignment by Buyer or Seller, without any liability or incurring any additional costs.

13. Representations and Warranties. Buyer and Seller each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all

Appendix A

necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on **Exhibit “C”** attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as its authorized representative under this Escrow Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other Party to this Escrow Agreement pursuant to Section 13(b) and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Escrow Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material or the rights, powers, or duties of Escrow Agent under this Escrow Agreement shall be issued by any other parties hereto, or on such Party’s behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

14. **Security Procedures.** In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing Party on **“Exhibit C”** hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. Buyer and Seller agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or Seller to identify (i) the beneficiary, (ii) the beneficiary’s bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary’s bank or an intermediary bank so designated. Buyer and Seller acknowledge that these optional security procedures are commercially reasonable.

15. **Tax Reporting.** Escrow Agent shall have no responsibility for the tax consequences of this Escrow Agreement and Buyer and Seller shall consult with independent counsel concerning any and all tax matters. Buyer and Seller jointly and severally agree to (a) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Escrow Agreement and (b) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form

Appendix A

1042-S reporting with respect to investment income earned on the Escrow Fund, if any. To the extent that U.S. federal imputed interest regulations apply, Buyer and Seller shall, no later than 5 Business Days after the effective date of this Escrow Agreement, so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Buyer and Seller deem appropriate. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information. Buyer and Seller shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Buyer and Seller have determined that any interest or income on the Escrow Fund shall be reported on an accrual basis and deemed to be for the account of Seller.

Signature page follows.

Appendix A

IN WITNESS WHEREOF, each of the parties hereto has executed this Escrow Agreement as of the date first above written.

BUYER:

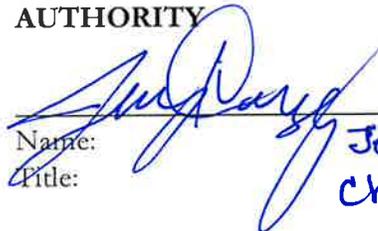
**PENNSYLVANIA-AMERICAN
WATER COMPANY**

Name:
Title:

SELLER:

**EAST DUNKARD WATER
AUTHORITY**

Name:
Title:


Jerry Dorsey
Chairman.

ESCROW AGENT:

[_____]

Name:
Title:

Exhibit A
MISSING EASEMENTS

Exhibit B

FORM OF EASEMENT TEMPLATE

Prepared By & Return To:

[]

Greene County Tax Parcel Number:

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this [] day of [], 20[] by and between [Grantor], having a mailing address of [address] (the "Grantor"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having a business address of 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055(the "Grantee").

RECITALS

WHEREAS, Grantee owns and operates the water system (the "System"), which provides water service to various customers in Dunkard, Greene, Monogahela, Cumberland, Perry and Whiteley Townships in the Commonwealth of Pennsylvania.

WHEREAS, certain underground water lines owned by Grantee (the "Water Lines") are situated within the real property owned by the Grantor described on Exhibit "A" attached hereto (the "Property") which were never the subject of an instrument that was recorded in the Greene County Recorder of Deeds office.

WHEREAS, the parties wish to document Grantee's rights to own, operate, maintain and replace the Water Lines with the boundaries of the Property.

NOW, THEREFORE, the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), lawful money of the United States of America, unto it well and truly paid by East Dunkard Water Authority (as predecessor to Grantee as owner of the Water Lines) on behalf of the said Grantee, at or before the sealing and delivery hereof, the receipt of whereof is hereby acknowledged, by these presents hereby does grant, convey, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its respective successors, and assigns forever,

Appendix A

a permanent and perpetual, non-exclusive easement for access, ingress, egress and regress to the Sewer Lines, and for using, operating, altering, inspecting, repairing, removing, improving, replacing, maintaining and installing the Sewer Lines, as they exist or may be installed and exist in the future on the real estate described on **Exhibit "B"** (the "**Easement Area**").

TOGETHER WITH the right to use, repair, remove, reconstruct and reinstall the Sewer Lines, the right to access such facilities, and the right to make excavations and trim or remove trees, brush, undergrowth, landscaping and other obstructions in the exercise of the foregoing rights.

THE EASEMENT GRANTED HEREIN are permanent and perpetual and are covenants running with the lands burdened by the easement described in this Deed of Easements.

TO HAVE AND TO HOLD this Deed of Easement with the water system improvements thereon installed and erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with appurtenances, all and singular and the rights, liberties, privileges, above-described, unto the said Grantee, its successors and assigns forever.

AND THE SAID GRANTOR, for itself, its successor and assigns, does by these presents covenant, promise, grant and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the said Grantor and its successors and assigns, all and singular the hereditaments, premises, and land hereby described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them the said Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will WARRANT and forever DEFEND.

This Deed of Easement and all of the covenants herein contained shall inure to the benefit of, and shall be binding upon the Grantor, its successors and assigns, and Grantee, its successors and assigns.

*[Signature page to
follow]*

Appendix A

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the above written date.

GRANTOR:

By: 

I hereby certify that the address of the within named Grantee is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

On behalf of said Grantee

*SIGNATURE PAGE FOR DEED OF
EASEMENT*

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF GREENE :

On this 21 day of July, 2023, before me, the undersigned officer, personally appeared [Grantor], who, known to me or satisfactorily proven, acknowledged himself to be the person who executed the foregoing instrument for the purposes therein contained.

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


Notary Public

My commission expires on:

Commonwealth of Pennsylvania - Notary Seal
Theresa Helton, Notary Public
Greene County
My commission expires May 04, 2026
Commission number 1419708

Exhibit A: Legal description for fee interest in Property

Exhibit B: Legal description of Easement Area

Exhibit C

AUTHORIZED PERSONS

EXHIBIT C

Form of Opinion of Seller's Counsel

[COUNSEL LETTERHEAD]

[DATE]

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Ladies and Gentlemen:

I have acted as counsel for East Dunkard Water Authority, a municipal authority organized and existing under the laws of the Commonwealth (“**Seller**”) or (“**EDWA**”) and in connection with the execution and delivery by the Seller of the Asset Purchase Agreement dated XXX __, 2023 between the Seller and Pennsylvania-American Water Company (“**Buyer**”), a Pennsylvania corporation (the “**Purchase Agreement**”). This opinion is delivered to you pursuant to Paragraph 3.1(a)(xi) of the Purchase Agreement. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Purchase Agreement unless otherwise noted.

In connection with the opinions expressed below, I have made such examination of law and have examined originals, or copies certified or otherwise identified to my satisfaction, of the Purchase Agreement and all other agreements and instruments related to the Purchase Agreement to which the Seller is a party (the “**Transaction Documents**”), and such documents and records of the Seller, certificates of public officials and of officers of the Seller, and such other documents as I have deemed necessary or appropriate.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. The Seller is a duly organized municipal authority of the Commonwealth of Pennsylvania, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and the Seller has the full power and lawful authority to operate the System and the Assets as now operated and to transfer to Buyer the rights, title and interest in and to the Assets.

2. The Seller has the full power and lawful authority to enter into the Purchase Agreement and the Transaction Documents and to consummate and perform the transactions contemplated by the Purchase Agreement and the Transaction Documents. The Seller has duly and validly authorized the execution, delivery and performance of the Purchase Agreement and the Transaction Documents by all necessary proceedings, and the Purchase Agreement and each of the Transaction Documents constitute the valid and binding obligations of the Seller enforceable against it in accordance with their respective terms. The Purchase Agreement and each of the Transaction Documents have been duly and validly executed and delivered.

3. No filings or registrations with, notifications to, or authorizations, consents, orders or approvals of, a governmental authority or third party are required to be obtained or made by the Seller in connection with the execution, delivery or performance by the Seller of the Purchase Agreement or any of the Transaction Documents, or the consummation by the Seller of the transactions contemplated thereby, except

Appendix A

those which have been obtained on or prior to the date hereto. Neither the contemplated transactions, nor this Agreement or any of the Transaction Documents will result in the creation of any Encumbrance against any of the Assets.

4. The execution, delivery and performance of, and compliance with, the Purchase Agreement and the Transaction Documents do not violate any law, ordinance or regulation, do not conflict with, to my knowledge, any judgment, order or decree, and do not conflict with or result in a breach of or default under any contract, lease or Permit to which the Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected. The execution and delivery of the Purchase Agreement and the Transaction Documents, and the consummation of the transactions contemplated thereby, do not violate, conflict with or result in the breach of, or constitute a default under, any term, condition or provision of the Seller's articles of incorporation, bylaws or other governing documents, or any instrument, contract, lease, agreement, Permit, certificate or other document to which the Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected.

5. To my knowledge, the Seller is not party to, or subject to the provision of, any material judgment, order, writ, injunction, notice or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.

6. Except as disclosed in the Purchase Agreement, there is no action, suit, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending (including any citations, notices, summons or orders), and to my knowledge none are threatened against, pertaining to or affecting the System or any of the Assets (including any such actions, litigation and other claims against the Seller) before any court, arbitrator or governmental authority (including any governmental agency board or instrumentality), nor is there any order, writ, injunction or decree of any court, arbitrator or governmental authority, in existence against, pertaining to or affecting the Seller (including its commissioners, directors or officers), the System or any of the Assets, or which would reasonably be expected to prevent or materially interfere with or delay the Seller's ability to perform its obligations under the Purchase Agreement or any of the Transaction Documents.

Sincerely,

EXHIBIT D

Certification of Financial Information

**CERTIFICATE AS TO DEBT, CONTRIBUTIONS
AND ADDITIONS AND RETIREMENTS**

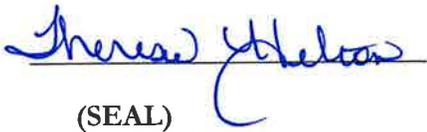
The undersigned office of East Dunkard Water Authority, (the “**Seller**”), with regard to the Asset Purchase Agreement dated _____, 2023 (the “**Agreement**”) by and among the Seller and Pennsylvania-American Water Company (“**PAWC**”), as Buyer, for the sale of the Seller’s water system, hereby certifies that:

1. The amount of the Seller’s net outstanding long-term debt or notes related to the Water System is \$ _____.
2. The amount of all unexpired customers’ advances for construction and unexpected contributions in aid of construction is \$ _____ for the Water System.
3. The additions or retirements to the Water System during the period [date of Agreement] through the date of this Certificate, together with the cost thereof, are: \$ _____.

All of the foregoing statements are true and correct as of the _ day of _____, 2023.

**ATTEST:
AUTHORITY**

EAST DUNKARD WATER



(SEAL)



Commonwealth of Pennsylvania - Notary Seal Theresa Helton, Notary Public Greene County My commission expires May 04, 2026 Commission number 1419708

Exhibit E

DEPOSIT NOTE

UNITED STATES OF AMERICA
COMMONWEALTH OF
PENNSYLVANIA COUNTY OF
GREENE

EAST DUNKARD WATER AUTHORITY

GENERAL OBLIGATION NOTE, SERIES OF 2023

No. R-1

REGISTERED Pennsylvania American Water Company

OWNER: PRINCIPAL

AMOUNT: \$300,000.00 within ten (10) business days of execution

and delivery of this Note as set forth in Section 2.02 of the Asset Purchase Agreement among the East Dunkard Water Authority and Pennsylvania American Water Company (the “Asset Purchase Agreement”).

East Dunkard Water Authority, County of Greene, Commonwealth of Pennsylvania (the “EDWA”), for value received and intending to be legally bound, promises to pay to the registered owner shown hereon or its registered assigns the principal amount shown hereon within one hundred eighty (180) days from the Effective Date upon presentation and delivery of this Note to the Pennsylvania American Water Company (“Purchaser”).

Appendix A

The Effective Date of this Note shall become operative by the occurrence of termination of the Asset Purchase Agreement pursuant to Article 11 of the Asset Purchase Agreement.

The principal of this Note is payable in such coin or currency of the United States of America as at the time and place of payment is legal tender for payment of public and private debts, at the designated office of the Purchaser; provided, that the principal will be paid by wire of immediately available funds to the entity who is the registered owner on the appropriate record date at its address as it appears on the Note Register described below, unless written demand is made by such entity for payment in legal tender at such office.

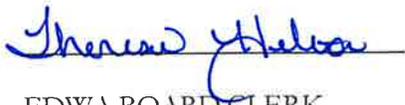
THE TERMS AND PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HERE.

Appendix A

IN WITNESS WHEREOF, EDWA has caused this Note to be duly executed in its name by the true or facsimile signature of the Chair attested by the true or facsimile signature of its Board Clerk and the true or facsimile of its seal to be printed hereon.

ATTEST:

EAST DUNKARD WATER AUTHORITY



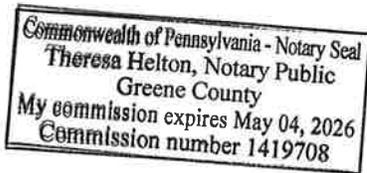
EDWA BOARD CLERK

By: _____



CHAIR

(SEAL)



(REVERSE SIDE OF NOTE)

This Note is the duly authorized issue of \$300,000.00, principal amount, East Dunkard Water Authority (“EDWA”), General Obligation Note, Series of 2023 (hereinafter called the “Note”) of EDWA issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended (the “Act”), without the assent of the electors, pursuant to Ordinances (the “Ordinances”) of the EDWA Board enacted on June 29, 2023. The Note is issued for the purposes of providing reasonable working capital for operating the System as defined in the Asset Purchase Agreement and paying the costs of issuing the Note.

This Note is prepayable at the option of EDWA, without penalty, at any time with ten (10) days advance written notice to Purchaser. Upon occurrence of the Closing Date (as defined in the Asset Purchase Agreement), upon crediting the Signing Cash Deposit (as defined in the Asset Purchase Agreement) against the Purchase Price (as defined in the Asset Purchase Agreement), this Note shall be deemed paid in full and marked “Cancelled”.

This Note may be transferred or exchanged only on the Note Register (“Note Register”) maintained by EDWA upon surrender hereof by the registered owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by the registered owner or his duly authorized agent or legal representative in each case, in form and with a guaranty of signature satisfactory to EDWA any such transfer or exchange a new registered Note or Notes in the same aggregate principal amount will be issued to the transferee.

Appendix A

No service charge shall be made for any transfer or exchange of any Note, but EDWA may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes.

Subject to the provisions of the Note and of the Ordinances relating to payment of principal, EDWA may treat the person in whose name this Note is registered as the absolute owner thereof, for all purposes, whether or not this Note shall be overdue, and EDWA shall not be affected by any notice to the contrary.

ARTICLE 7 NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF THIS NOTE, OR FOR ANY CLAIM BASED HEREON OR UPON THE ORDINANCE AGAINST ANY MEMBER, OFFICER OR EMPLOYEE, PAST, PRESENT OR FUTURE, OF EDWA OR OF ANY SUCCESSOR BODY, AS SUCH, EITHER DIRECTLY OR THROUGH EDWA OR ANY SUCH SUCCESSOR BODY, UNDER ANY CONSTITUTIONAL PROVISION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR BY ANY LEGAL OR EQUITABLE PROCEEDING OR OTHERWISE, AND ALL SUCH LIABILITY OF SUCH MEMBERS, OFFICERS OR EMPLOYEES BEING RELEASED AS A CONDITION OF AND AS CONSIDERATION FOR THE ISSUANCE OF THIS NOTE.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for EDWA to issue and deliver this Note has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been

Appendix A

performed, precedent to or in the issuance of this Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of EDWA is within every debt limit and other limit prescribed by the constitution and the statutes of the Commonwealth of Pennsylvania and applicable to EDWA; and that EDWA has established a sinking fund for the Note and shall deposit therein amounts sufficient to pay the principal of the Note as the same shall become due and payable.

This Note is hereby declared to be a general obligation of EDWA. EDWA, in the Ordinances authorizing the issuance of the series of Notes of which this Note is one, has covenanted with the registered owner, from time to time, of the Note that EDWA will include the amount of the debt service charges on the Note for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt service, and will duly and punctually pay or cause to be paid the principal of every Note, and the interest thereon, at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, EDWA has pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

EAST DUNKARD WATER AUTHORITY
DILLINER, PA

WIRE INSTRUCTIONS

TOTAL WIRE AMOUNT: \$300,000.00

Community Bank

100 North Market Street

PO Box 357

Carmichaels, PA 15320

Bank Contact: Gina Mata – Branch Manager
(724) 966-5041

ABA# 043310980

Account Number: 01000455718

Account Name: East Dunkard Water Authority

Schedule 1.0

Service Area Map

To be completed by Seller

Schedule 1.4 – List of Excluded Assets

Assets that EDWA will be keeping and not giving to PAWC in the Sale

EDWA TO PROVIDE

NONE

Schedule 2.4 – Seller Outstanding Indebtedness

Any Outstanding Debt EDWA might have – Loans, Bonds, etc.

[EDWA TO PROVIDE]

PENNVEST LOAN: \$3,083,061.21 AS OF 05/01/2023

COMMUNITY BANK LOAN (POND CLEANING): \$ 48,815.62 AS OF 05/01/2023

Schedule 3.2(a)

Seller Closing Deliveries

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. DEP Approval of Permit Transfers
3. Consent to assign Assigned Contracts
4. Form of Opinion of Seller’s Counsel
5. Form of Certification of Financial Information
6. Form of Escrow Agreement

Schedule 3.2(b)

PAWC Closing Deliveries

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. DEP Approval of Permit Transfers

Schedule 4.1(b)

Assets Subject to Leasehold Interest

Office Copier: \$242.00 x 60 months

Lease Began: 05/2022 Ends 05/2027

Schedule 4.1(i)

Undisclosed Liabilities

NONE

Schedule 4.1(j)

Seller Representatives with Knowledge

Theresa Helton

East Dunkard Water Authority – General Manager

Schedule 4.1(k)

List of Contracts

H&H Water Controls	565 Route 88 South Carmichaels, PA 15320
Fairway Labs	2019 Ninth Avenue Altoona, PA 16602

Schedule 4.1(k)(i)

Refund Arrangements

Refunds are given to customers at time of disconnecting service.

Schedule 4.1(l)(i)

Rights in Real Property and Leases

See Attached

Appendix A

N/E COR OF 16 ALLEY & 20

Location N/E COR OF 16 ALLEY & 20

Tax ID # 16/ 06/ 134/ /

Acct# 16-020002

Owner EAST DUNKARD WATER ASSOC

Assessment \$11,530

Appraisal \$11,530

PID 21977

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$11,530	\$11,530

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$11,530	\$11,530

Owner of Record

Owner EAST DUNKARD WATER ASSOC
Co-Owner
Address PO BOX 241
 DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0589/0132
Sale Date 10/18/1972

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER ASSOC	\$0		0589/0132	10/18/1972

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=21977&bid=21977\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Appendix A

Land Use

Use Code TF6
Description TF VAC MDL-00
Zone
Neighborhood 16
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.56
Frontage 0
Depth 0
Assessed Value \$11,530
Appraised Value \$11,530
 lblndfront

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$11,530	\$11,530
2021	\$0	\$11,530	\$11,530
2020	\$0	\$11,530	\$11,530

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$11,530	\$11,530
2021	\$0	\$11,530	\$11,530
2020	\$0	\$11,530	\$11,530

Appendix A

T-692

Location T-692

Tax ID # 06/ 01/ 144/ F/

Acct# 06-086505

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$9,920

Appraisal \$9,920

PID 111545

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$9,920	\$9,920

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$9,920	\$9,920

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
 PO BOX 241
 DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0441/0495
Sale Date 05/03/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0441/0495	05/03/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos/default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=111545&bid=37228\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood 6
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.4
Frontage
Depth
Assessed Value \$9,920
Appraised Value \$9,920

Appendix A

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$9,920	\$9,920
2021	\$0	\$9,920	\$9,920
2020	\$0	\$9,920	\$9,920

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$9,920	\$9,920
2021	\$0	\$9,920	\$9,920
2020	\$0	\$9,920	\$9,920

Appendix A

SR 2019

Location SR 2019

Tax ID # 06/ 01/ 158/ A/

Acct# 06-086504

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$8,130

Appraisal \$8,130

PID 111546

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$8,130	\$8,130

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$8,130	\$8,130

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0511
Sale Date 05/03/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0511	05/03/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos/default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=111546&bid=37229\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lbnlndfront

Appendix A

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.17
Frontage
Depth
Assessed Value \$8,130
Appraised Value \$8,130

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$8,130	\$8,130
2021	\$0	\$8,130	\$8,130
2020	\$0	\$8,130	\$8,130

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$8,130	\$8,130
2021	\$0	\$8,130	\$8,130
2020	\$0	\$8,130	\$8,130

Appendix A

T-343

Location T-343

Tax ID # 06/ 06/ 129/ C/

Acct# 06-086512

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$7,370

Appraisal \$7,370

PID 111589

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,370	\$7,370

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,370	\$7,370

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address PO BOX 241
 DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0500
Sale Date 05/03/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0500	05/03/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos/default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=111589&bid=37235\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Appendix A

Land Use

Use Code TM6
 Description MUNI VAC MDL-00
 Zone
 Neighborhood 6
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0.36
 Frontage
 Depth
 Assessed Value \$7,370
 Appraised Value \$7,370
 lblndfront

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,370	\$7,370
2021	\$0	\$7,370	\$7,370
2020	\$0	\$7,370	\$7,370

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,370	\$7,370
2021	\$0	\$7,370	\$7,370
2020	\$0	\$7,370	\$7,370

Appendix A

SR 2035 & SR 2016

Location SR 2035 & SR 2016

Tax ID # 11/ 01/ 161/ C/

Acct# 11-086511

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$7,050

Appraisal \$7,050

PID 111591

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,050	\$7,050
Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,050	\$7,050

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0489
Sale Date 04/27/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0489	04/27/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos/default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=111591&bid=37237\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lbidnfront

Appendix A

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood 11
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.17
Frontage
Depth
Assessed Value \$7,050
Appraised Value \$7,050

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,050	\$7,050
2021	\$0	\$7,050	\$7,050
2020	\$0	\$7,050	\$7,050

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,050	\$7,050
2021	\$0	\$7,050	\$7,050
2020	\$0	\$7,050	\$7,050

Appendix A

SR 2011

Location SR 2011

Tax ID # 11/ 04/ 106/ F/

Acct# 11-086513

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$9,490

Appraisal \$9,490

PID 111607

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$9,490	\$9,490

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$9,490	\$9,490

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY

Sale Price \$0

Co-Owner

Certificate

Address 2790 S EIGHTY EIGHT ROAD

Book & Page 0441/0484

PO BOX 241

Sale Date 04/20/2011

DILLINER, PA 15327

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0441/0484	04/20/2011

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Replacement Cost: \$0

Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos/default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=111607&bid=37239\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Appendix A

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood 11
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0,3
Frontage
Depth
Assessed Value \$9,490
Appraised Value \$9,490

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$9,490	\$9,490
2021	\$0	\$9,490	\$9,490
2020	\$0	\$9,490	\$9,490

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$9,490	\$9,490
2021	\$0	\$9,490	\$9,490
2020	\$0	\$9,490	\$9,490

Appendix A

SR 2011

Location SR 2011

Tax ID # 16/ 05/ 104/ D/

Acct# 16-086517

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$12,080

Appraisal \$12,080

PID 111610

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$6,380	\$5,700	\$12,080

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$6,380	\$5,700	\$12,080

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0524
Sale Date 04/14/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0524	04/14/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPPhotos/100105193162.jpg>

Building Attributes	
Field	Description
Style:	Outbuildings
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Layout

[Building Layout \(ParcelSketch.ashx?pid=111610&bid=37242\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Appendix A

Land

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood 16
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.17
Frontage
Depth
Assessed Value \$5,700
Appraised Value \$5,700
 lb\ndfront

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SUB	SUB STATION			255.00 SF	\$6,380	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$6,380	\$5,700	\$12,080
2021	\$6,380	\$5,700	\$12,080
2020	\$6,380	\$5,700	\$12,080

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$6,380	\$5,700	\$12,080
2021	\$6,380	\$5,700	\$12,080
2020	\$6,380	\$5,700	\$12,080

Appendix A

SR 0088

Location SR 0088

Tax ID # 06/ 06/ 255/ T/

Acct# 06-087376

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$21,680

Appraisal \$21,680

PID 117345

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$21,680	\$0	\$21,680

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$21,680	\$0	\$21,680

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY

Sale Price \$0

Co-Owner

Certificate

Address PO BOX 241
DILLINER, PA 15327

Book & Page /

Sale Date

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		/	

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 1,240
Replacement Cost: \$52,622
Building Percent Good: 40
**Replacement Cost
 Less Depreciation:** \$21,050

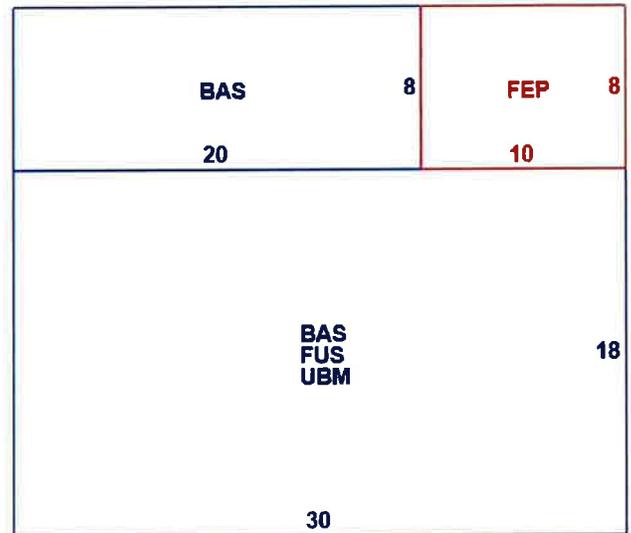
Appendix A

Building Photo



(https://images.vgsi.com/photos/GreeneCountyPAPPhotos/A0064\09-25-1_64835.jpg)

Building Layout



([ParcelSketch.ashx?pid=117345&bid=38653](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	700	700
FUS	Upper Story, Finished	540	540
FEP	Porch, Enclosed	80	0
UBM	Basement, Unfinished	540	0
		1,860	1,240

Building Attributes

Field	Description
Style:	Conventional
Model	Residential
Grade:	C
Stories:	2
Occupancy	
Exterior Wall 1	Wd/Vy/Al Sidin
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shingl
Interior Wall 1	Plstr/Drywall
Interior Wall 2	
Interior Flr 1	Pine/Soft Wood
Interior Flr 2	
Heat Fuel	Coal or Wood
Heat Type:	Floor Furnace
AC Type:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	1
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	Average
Kitchen Style:	Fair
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Appendix A

Land Use

Use Code RE3
 Description RES. LB MDL-01
 Zone
 Neighborhood 6
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0
 Frontage
 Depth
 Assessed Value \$0
 Appraised Value \$0
 lblndfront

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED UTILITY			252.00 S.F.	\$630	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$21,680	\$0	\$21,680
2021	\$21,680	\$0	\$21,680

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$21,680	\$0	\$21,680
2021	\$21,680	\$0	\$21,680

Appendix A

T-402

Location T-402

Tax ID # 06/ 03/ 184/ C/

Acct# 06-080717

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$8,150

Appraisal \$8,150

PID 11582

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$8,150	\$8,150

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$8,150	\$8,150

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0447/0289
Sale Date 02/24/1949

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0447/0289	02/24/1949

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

Appendix A



(<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>)

Building Layout

([ParcelSketch.ashx?pid=11582&bid=11582](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Appendix A

Land Use

Use Code TF6
Description TF VAC MDL-00
Zone
Neighborhood 626
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.26
Frontage 0
Depth 0
Assessed Value \$8,150
Appraised Value \$8,150
 lbllndfront

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$8,150	\$8,150
2021	\$0	\$8,150	\$8,150
2020	\$0	\$8,150	\$8,150

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$8,150	\$8,150
2021	\$0	\$8,150	\$8,150
2020	\$0	\$8,150	\$8,150

Appendix A

N/S OF T 343

Location N/S OF T 343

Tax ID # 06/ 06/ 129/ A/

Acct# 06-020517

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$7,230

Appraisal \$7,230

PID 12024

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,230	\$7,230

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$7,230	\$7,230

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0772
Sale Date 06/29/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0772	06/29/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>

Building Layout

[\(ParcelSketch.ashx?pid=12024&bid=12024\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Appendix A

Land Use

Use Code TM6
Description MUNI VAC MDL-00
Zone
Neighborhood 6
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.36
Frontage 0
Depth 0
Assessed Value \$7,230
Appraised Value \$7,230

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,230	\$7,230
2021	\$0	\$7,230	\$7,230
2020	\$0	\$7,230	\$7,230

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$7,230	\$7,230
2021	\$0	\$7,230	\$7,230
2020	\$0	\$7,230	\$7,230

Appendix A

ON SR 0088

Location ON SR 0088

Tax ID # 06/ 06/ 255/ /

Acct# 06-020518

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$190,670

Appraisal \$190,670

PID 12256

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$137,580	\$53,090	\$190,670
Assessment			
Valuation Year	Improvements	Land	Total
2022	\$137,580	\$53,090	\$190,670

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY

Sale Price \$0

Co-Owner

Certificate

Address 2790 S EIGHTY EIGHT ROAD

Book & Page 0440/0767

PO BOX 241

Sale Date 06/29/2011

DILLINER, PA 15327

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0767	06/29/2011

Building Information

Building 1 : Section 1

Year Built: 1900

Living Area: 8,058

Replacement Cost: \$325,372

Building Percent Good: 42

Replacement Cost

Less Depreciation: \$136,660

Building Photo

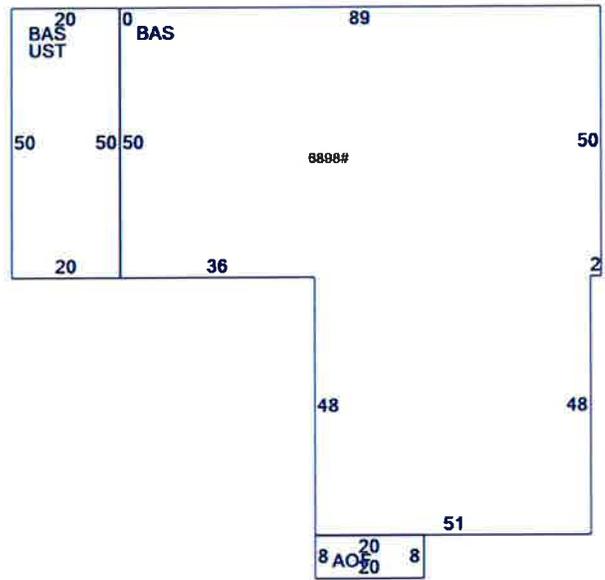
Appendix A

Building Attributes	
Field	Description
Style:	No Main Bld.
Model	Ind/Comm
Grade	D+05
Stories:	2
Occupancy	
Exterior Wall 1	Wd/Vy/Al Sidin
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Plstr/Drywall
Interior Wall 2	
Interior Floor 1	Plywood/Part.
Interior Floor 2	
Heating Fuel	Coal or Wood
Heating Type	Space
AC Type	None
Struct Class	
Bldg Use	MUNI LB MDL-96
Total Rooms	
Total Bedrms	02
Total Baths	1
1st Floor Use:	TM3I
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	
% Conn Wall	



(<https://images.vgsi.com/photos/GreeneCountyPAPhotos/\00\06\04\59.jpg>)

Building Layout



([ParcelSketch.aspx?pid=12256&bid=12256](#))

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	7,898	7,898	
AOF	Office, (Average)	160	160	
UST	Utility, Storage, Unfinished	1,000	0	
		9,058	8,058	

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
XFTR	XTRA PLUMB FIX	4.00 UNITS	\$920	1

Land

Appendix A

Land Use

Use Code TM31
Description MUNI LB MDL-96
Zone
Neighborhood 6
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 6.2
Frontage 646
Depth 0
Assessed Value \$53,090
Appraised Value \$53,090
 Iblndfront

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			224.00 S.F.	\$0	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$137,580	\$53,090	\$190,670
2021	\$137,580	\$53,090	\$190,670
2020	\$137,580	\$53,090	\$190,670

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$137,580	\$53,090	\$190,670
2021	\$137,580	\$53,090	\$190,670
2020	\$137,580	\$53,090	\$190,670

Appendix A

E/S SR 0088

Location E/S SR 0088

Tax ID # 16/ 01/ 129/ A/

Acct# 16-020010

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$3,890

Appraisal \$3,890

PID 21289

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$3,890	\$3,890

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$3,890	\$3,890

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0757
Sale Date 06/29/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0757	06/29/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>

Building Attributes	
Field	Description
Style:	Outbuildings
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Layout

[Building Layout \(ParcelSketch.ashx?pid=21289&bid=21289\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Appendix A

Land Use

Use Code TF3
Description TF B MDL-00
Zone
Neighborhood 16
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.06
Frontage 0
Depth 0
Assessed Value \$3,890
Appraised Value \$3,890

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
TWR	WATER TOWER			0.00 UNITS	\$0	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021		\$0	\$3,890
2021		\$0	\$3,890
2020		\$0	\$3,890

Assessment			
Valuation Year	Improvements	Land	Total
2021		\$0	\$3,890
2021		\$0	\$3,890
2020		\$0	\$3,890

Appendix A

E/S SR 0088

Location E/S SR 0088

Tax ID # 16/ 01/ 129/ A/

Acct# 16-020010

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$3,890

Appraisal \$3,890

PID 21289

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$3,890	\$3,890

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$3,890	\$3,890

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0757
Sale Date 06/29/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0757	06/29/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Photo

Appendix A



<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>

Building Attributes	
Field	Description
Style:	Outbuildings
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Layout

[Building Layout \(ParcelSketch.ashx?pid=21289&bid=21289\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Appendix A

Land Use

Use Code TF3
Description TF B MDL-00
Zone
Neighborhood 16
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.06
Frontage 0
Depth 0
Assessed Value \$3,890
Appraised Value \$3,890

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
TWR	WATER TOWER			0.00 UNITS	\$0	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$3,890	\$3,890
2021	\$0	\$3,890	\$3,890
2020	\$0	\$3,890	\$3,890

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$3,890	\$3,890
2021	\$0	\$3,890	\$3,890
2020	\$0	\$3,890	\$3,890

Appendix A

SOUTH OF PA L R 30076

Location SOUTH OF PA L R 30076

Tax ID # 16/ 02/ 174/ /

Acct# 16-020001

Owner EAST DUNKARD WATER
AUTHORITY

Assessment \$5,320

Appraisal \$5,320

PID 21545

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$5,320	\$5,320

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$5,320	\$5,320

Owner of Record

Owner EAST DUNKARD WATER AUTHORITY
Co-Owner
Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

Sale Price \$0
Certificate
Book & Page 0440/0762
Sale Date 06/29/2011

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EAST DUNKARD WATER AUTHORITY	\$0		0440/0762	06/29/2011

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Photo

Appendix A



(<https://images.vgsi.com/photos/GreeneCountyPAPhotos//default.jpg>)

Building Attributes	
Field	Description
Style:	Outbuildings
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Layout

[Building Layout \(ParcelSketch.ashx?pid=21545&bid=21545\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Appendix A

Land Use

Use Code TF3
Description TF B MDL-00
Zone
Neighborhood 16
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.15
Frontage 0
Depth 0
Assessed Value \$5,320
Appraised Value \$5,320

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
TANK	TANK			0.00 gals	\$0	1
TANK	TANK			0.00 gals	\$0	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$5,320	\$5,320
2021	\$0	\$5,320	\$5,320
2020	\$0	\$5,320	\$5,320

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$5,320	\$5,320
2021	\$0	\$5,320	\$5,320
2020	\$0	\$5,320	\$5,320

Schedule 4.1(l)(ii)

Easements and Rights of Way

See Attached

RIGHT OF WAYS AND EASEMENTS

Easement Agreement BY AND BETWEEN KENNETH AND KATHLEEN WILLIAMS AND EAST DUNKARD WATER ASSOCIATION Dated September 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 517 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JAMES AND JEAN DILLINGER AND EAST DUNKARD WATER ASSOCIATION Dated September 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 519 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN EDWARD AND DOROTHY KUBICAR AND EAST DUNKARD WATER ASSOCIATION Dated July 14, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 521 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN IRA AND DELORES DONLEY AND EAST DUNKARD WATER ASSOCIATION Dated June 01, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 523 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN THE TRUSTEES OF THE FIRST BAPTIST CHURCH OF TAYLORTOWN AND EAST DUNKARD WATER ASSOCIATION Dated July 08, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 525 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ALEX AND MILDRED GRESKO AND EAST DUNKARD WATER ASSOCIATION Dated September 08, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 527 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN RAYMOND BARNE, JOYCE MINOR AND EAST DUNKARD WATER ASSOCIATION Dated August 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 529 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JOSEPH VITEK, JOHN WALLACE AND EAST DUNKARD WATER ASSOCIATION Dated September 08, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 531 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN WILLIAM S AND WILMA HAYES AND EAST DUNKARD WATER ASSOCIATION Dated July 10, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 533 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN BENNIE WADE AND EAST DUNKARD WATER ASSOCIATION Dated September 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 535 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN FRED AND NORMA ARBOGAST AND EAST DUNKARD WATER ASSOCIATION Dated August 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 537 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN TED AND GLENORA CREE AND EAST DUNKARD WATER ASSOCIATION Dated August 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 539 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN VIRGINIA HARVEY AND EAST DUNKARD WATER ASSOCIATION Dated August 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 541 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN CHESTER AND LUCILLE CHESSLO AND EAST DUNKARD WATER ASSOCIATION Dated August 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 543 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN SOPHIA AND WILLIAM KOVACH AND EAST DUNKARD WATER ASSOCIATION Dated September 08, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 545 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN DELORES AND IRA DONLEY AND EAST DUNKARD WATER ASSOCIATION Dated September 08, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 547 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN CHARLES E AND NELL M COX AND EAST DUNKARD WATER ASSOCIATION Dated October 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 549 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN DAVE AND BEVERLY LUCYK AND EAST DUNKARD WATER ASSOCIATION Dated October 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 551 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MARGERY G COPENHAVER AND EAST DUNKARD WATER ASSOCIATION Dated October 01, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 553 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN SOPHIE AND ANDREW HABERNY AND EAST DUNKARD WATER ASSOCIATION Dated August 28, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 555 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ROY AND BETTY ANDERSON AND EAST DUNKARD WATER ASSOCIATION Dated August 28, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 557 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN WILLIAM A AND ALBERT L BROWN AND EAST DUNKARD WATER ASSOCIATION Dated August 21, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 561 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MARY KATHLEEN AND KENNETH WILLIAMS AND EAST DUNKARD WATER ASSOCIATION Dated August 24, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 563 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN BRUNO AND HELEN MANDARANO AND EAST DUNKARD WATER ASSOCIATION Dated August 20, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 565 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN CHARLES AND ALICE GAREN AND EAST DUNKARD WATER ASSOCIATION Dated August 22, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 569 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN BLAINE AND HELEN HAGER AND EAST DUNKARD WATER ASSOCIATION Dated August 20, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 571 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN ETTORE PRINCIPINI AND EAST DUNKARD WATER ASSOCIATION Dated August 19, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 573 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ANDREW ABD HAZEL LUCYK AND EAST DUNKARD WATER ASSOCIATION Dated August 18, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 575 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN GEORGE AND FRANCES SKILES AND EAST DUNKARD WATER ASSOCIATION Dated August 04, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 577 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ELAINE W AND GEORGE H WILLIAMSON AND EAST DUNKARD WATER ASSOCIATION Dated June 18, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 579 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN BARBARA WILLIAMSON AND EAST DUNKARD WATER ASSOCIATION Dated June 18, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 581 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MABELLE F AND F M GAPEN AND EAST DUNKARD WATER ASSOCIATION Dated June 18, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 583 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ELEANORE V AND CHARLES W MCCLURE AND EAST DUNKARD WATER ASSOCIATION Dated June 19, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 585 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JAMES R AND MARJORIE J FAUST AND EAST DUNKARD WATER ASSOCIATION Dated June 19, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 587 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN CHARLES E AND NELL M COX AND EAST DUNKARD WATER ASSOCIATION Dated June 23, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 589 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN CHARLES E AND NELL M COX AND EAST DUNKARD WATER ASSOCIATION Dated June 23, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 591 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN LUCY MILDRED AND JOHN E DONLEY AND EAST DUNKARD WATER ASSOCIATION Dated June 23, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 593 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN EVELYN M AND JOHN PETTITE AND EAST DUNKARD WATER ASSOCIATION Dated June 26, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 595 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ALMA AND ALEX NAMET AND EAST DUNKARD WATER ASSOCIATION Dated JULY 02, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 597 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JAMES VECCHIO AND EAST DUNKARD WATER ASSOCIATION Dated August 28, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 599 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JOSEPH NASSAR AND EAST DUNKARD WATER ASSOCIATION Dated September 15, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 601 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN GOLDIE POMEROY AND EAST DUNKARD WATER ASSOCIATION Dated September 25, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 603 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MARY B YATSKO AND DORIS J GAPEN AND EAST DUNKARD WATER ASSOCIATION Dated August 31, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 605 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN GROVER EGGERS AND CARL EGGERS AND EAST DUNKARD WATER ASSOCIATION Dated August 24, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 607 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN HERMAN GUGLIOTTA AND EAST DUNKARD WATER ASSOCIATION Dated August 19, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 609 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN K W BUCHANAN AND EAST DUNKARD WATER ASSOCIATION Dated August 24, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 611 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ALBERT LUXNER AND EAST DUNKARD WATER ASSOCIATION Dated July 02, 1970, Recorded on March 15, 1971 At Record Book 565 Pages 613 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN MONONGAHELA TOWNSHIP AND EAST DUNKARD WATER ASSOCIATION Dated March 25, 1974 Recorded on May 21, 1974 At Record Book 592 Pages 960 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN MARY YANCICH AND EAST DUNKARD WATER ASSOCIATION Dated June 10, 1980 Recorded on March 24, 1981 At Record Book 592 Pages 960 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN CHARLES GARRISON AND EAST DUNKARD WATER ASSOCIATION Dated June 10, 1980 Recorded on March 24, 1981 At Record Book 649 Pages 882 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN GREENE COUNTY INDUSTRIAL PARK AND EAST DUNKARD WATER ASSOCIATION Dated August 30, 1977 Recorded on March 24, 1981 At Record Book 649 Pages 883 in the office of the Recorder of Deeds in Greene County

Appendix A

R/W Agreement BY AND BETWEEN GLEN AND VIVIAN BERKSHIRE AND EAST DUNKARD WATER ASSOCIATION Dated August 26, 1980 Recorded on March 24, 1981 At Record Book 649 Pages 884 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN HAROLD R AND NANCY M WEAVER AND EAST DUNKARD WATER ASSOCIATION Dated August 18, 1976 Recorded on March 24, 1981 At Record Book 649 Pages 885 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN MARGARET R HILL AND EAST DUNKARD WATER ASSOCIATION Dated August 19, 1976 Recorded on March 24, 1981 At Record Book 649 Pages 886 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN DANIEL (DAN) AND AGNES MCNATT AND EAST DUNKARD WATER ASSOCIATION Dated August 17, 1976 Recorded on March 24, 1981 At Record Book 649 Pages 886 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN MARY J BECKMAN AND EAST DUNKARD WATER ASSOCIATION Dated August 16, 1976 Recorded on March 24, 1981 At Record Book 649 Pages 888 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN EVELYN V CLITES AND EAST DUNKARD WATER ASSOCIATION Dated January 29, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 991 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN LILLIAN M AND THOMAS E CLARK AND EAST DUNKARD WATER ASSOCIATION Dated February 10, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 994 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN JANE H AND JAMES S ABEL AND EAST DUNKARD WATER ASSOCIATION Dated March 04, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 997 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN TERRY AND PEGGY DONLEY AND EAST DUNKARD WATER ASSOCIATION Dated March 04, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 1000 in the office of the Recorder of Deeds in Greene County

Appendix A

R/W Agreement BY AND BETWEEN THE BOARD OF TRUSTEE OF THE FORDYCE UNITED METHODIST CHURCH AND EAST DUNKARD WATER ASSOCIATION Dated March 16, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 1003 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN HERMAN GUGLIOTTA (DEC) Helen M GUGLIOTTA AND EAST DUNKARD WATER ASSOCIATION Dated January 29, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 1007 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN JAMES S AND JUDITH A HALL AND EAST DUNKARD WATER ASSOCIATION Dated January 29, 1982 Recorded on MAY 13, 1982 At Record Book 659 Pages 1010 in the office of the Recorder of Deeds in Greene County

R/W Agreement BY AND BETWEEN HELEN V MINOR, CHARLES J HARTLEY AND WANDA VANDENBURG AND EAST DUNKARD WATER ASSOCIATION Dated February 04, 1993 Recorded on March 12, 1993 At Record Book 00112 Pages 232 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ALBERT J CORSO AND EAST DUNKARD WATER ASSOCIATION Dated June 09, 2010, Recorded on June 11, 2010 At Record Book 00431 Pages 1102 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN DAVID A AND LISA A JORDAN AND EAST DUNKARD WATER AUTHORITY Dated May 03, 2011, Recorded on June 29, 2011 At Record Book 00440 Pages 667 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ELDEN E AND BEVERLY M BLAKER AND EAST DUNKARD WATER AUTHORITY Dated March 18, 2011, Recorded on June 29, 2011 At Record Book 00440 Pages 671 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN SUSAN E CUMPSTON, THOMAS G CUMPSTON, ROBERT B CUMPSTON, VIRGINIA P CUMPSTON AND EAST DUNKARD WATER AUTHORITY Dated April 27, 2011, Recorded on June 29, 2011 At Record Book 00440 Pages 675 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN RICHARD A CLARK AND EAST DUNKARD WATER AUTHORITY Dated April 20,2011, Recorded on June 29, 2011 At Record Book 00440 Pages 680 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN DAVID A AND JUDY L MAIKRANZ AND EAST DUNKARD WATER AUTHORITY Dated March 18,2011, Recorded on June 29, 2011 At Record Book 00440 Pages 685 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JAMES V FILLIAGGI, LAWRENCE E FILLIAGI, VALERIE F BURCHIANI AND EAST DUNKARD WATER AUTHORITY Dated June 24,2011, Recorded on June 29, 2011 At Record Book 00440 Pages 690 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN VALERIE F BURCHIANI AND EAST DUNKARD WATER AUTHORITY Dated May 10,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1012 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MEPCO LLC AND EAST DUNKARD WATER AUTHORITY Dated May 03,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1017 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN CONCORDE CORPORATION AND JEANNIE ROUSH AND EAST DUNKARD WATER AUTHORITY Dated May 09,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1022 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN EMIL R ENOFF JR AND EAST DUNKARD WATER AUTHORITY Dated May 14,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1028 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN RICKY E AND LINDA G JASTER AND EAST DUNKARD WATER AUTHORITY Dated May 05,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1032 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN MEPCO LLC AND EAST DUNKARD WATER AUTHORITY Dated May 03,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1036 in the office of the Recorder of Deeds in Greene County

Appendix A

Easement Agreement BY AND BETWEEN SUSAN M AND DAVID A DONLEY AND EAST DUNKARD WATER AUTHORITY Dated May 01,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1040 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN TERRY LEE AND PEGGY J DONLEY AND EAST DUNKARD WATER AUTHORITY Dated May 01,2011, Recorded on July 01, 2011 At Record Book 00440 Pages 1044 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN RODNEY BUTTARS AND EAST DUNKARD WATER AUTHORITY Dated December 16,2011, Recorded on February 28, 2012 At Record Book 00448 Pages 3520 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN ROBIN J SIMONS AND EAST DUNKARD WATER AUTHORITY Dated December 20,2011, Recorded on February 28, 2012 At Record Book 00448 Pages 3524 in the office of the Recorder of Deeds in Greene County

Easement Agreement BY AND BETWEEN JAMES V FILLIAGGI, LAWRENCE E FILLIAGI, VALERIE F BURCHIANTI AND EAST DUNKARD WATER AUTHORITY Dated May 09,2011, Recorded on July 26, 2012 At Record Book 00452 Pages 2172 in the office of the Recorder of Deeds in Greene County

Schedule 4.1(l)(iii)

Options and Rights of First Refusal

NONE

Schedule 4.1(l)(v)

Taxes and Assessments

NONE

Schedule 4.1(l)(vi)

Necessary Repairs to Real Property

NONE

Schedule 4.1(m)

Litigation

NONE

Schedule 4.1(p)

Violations of Law

NONE

Schedule 4.1(q)

Permits

1. Water Quality Management Permit No. 3073201 (note 1)
2. Water Allocation Permit No. WA 30-651A (note 1)
3. Water Supply Operations Permit No. 3079501 (note 1)
4. Water Supply Operations Amendment Permit No. 3079501-A1 (note 1)
5. Water Supply Operations Amendment Permit No. 3079501-A2 (note 1)
6. Water Supply Operations Permit No. 3000501 (note 1)
7. Water Supply Operations Amendment Permit No. 3000501-A1 (note 1)
8. Water Supply Operations Permit No. 3009502
9. Water Supply Operations Amendment Permit No. 3012503MA
10. Water Supply Construction Permit No. 3014501 (note 2)
11. Water Supply Construction Permit No. 3014503 (note 2)
12. Water Supply Construction Permit No. 3014504 (note 2)
13. Water Supply Construction Permit No. 3014511MA (note 2)
14. Water Quality Management Amendment Permit No. 3073201 A1
15. Water Supply Operations Permit No. 3016508
16. Industrial NPDES Permit No. PA0021971
17. Water Supply Construction Permit No. 3022506 (note 2)
18. Water Supply Operations Amendment Permit No. 3079501-A3

Note (1) – Permit is issued to the East Dunkard Water Association. Authority is applying to PADEP to transfer permit into their name.

Note (2) – Authority is in the process of applying for a PADEP Operations Permit.

Name Change Application was sent to Pennsylvania Department of Environmental Protection regarding name change on permits from East Dunkard Water Authority instead of East Dunkard Water Association

Schedule 4.1(r)(i)

Environmental Conditions

See Administrative Order issued by the Commonwealth of Pennsylvania Department of Environmental Protection dated August 25, 2022 captioned “In the Matter Of: East Dunkard Water Authority, 2790 South Eighty-Eight Road, Dilliner, PA 15327, PWS ID No. 5300012 and East Dunkard Water Association, 2790 South Eighty-Eight Road, Dilliner, PA 15327, Greene County, Violations of the Pennsylvania Safe Drinking Water Act and the Rules and Regulations Promulgated Pursuant Thereto.”

Schedule 4.1(r)(iv)

Environmental Conditions

NONE

Schedule 4.1(r)(vi)

Environmental Conditions

NONE

Schedule 4.1(u)

Extension Deposit Agreements

NONE

Schedule 5.1(c)

Assigned Contracts

NONE

Schedule 6.7

Seller's Rates

Please see attached Board Minutes

\$17.50 Base Rate

\$17.54 PENNVEST Loan

\$1.31 Per 100 Gallon

East Dunkard Water Authority
February 2022 Monthly Board Meeting held on February 3, 2022 at 6:00pm
Held in-person at the treatment plant office and via telephone
Call-in 1-571-317-3122 Access code: 248-782-813

Board of Directors

Chairman; Jerry Dorsey
Vice-Chair; Tracy Pekar
Secretary; William Frank Craig, Jr.

Treasurer; Paul Bierer
Member; Sam Cossick

February 2022 Monthly Board Meeting was held on February 3, 2022 with the following Board Members participating in-person and via telephone call-in: Jerry Dorsey, Tracy Pekar, Frank Craig, Paul Bierer, and Sam Cossick. Also in attendance was Attorney; Megan Patrick, Michelle Popernack, Leslie Namet, Rocky King, David Bierer, Mark Blaker, Larry Rogerson, Steve Grugin and several participating on the telephone.

MEETING CALLED TO ORDER

The meeting was called to order by the Chairman; Jerry Dorsey.

PUBLIC PARTICIPATION – 3 MINUTES PER PERSON

LARRY ROGERSON

Mr. Rogerson thank Paul Bierer for a leak getting fixed at his driveway, he appreciated that. He would like for somebody to check his water usage. He used more water usage than his typical usage. He needs to know if he has a leak or not. And third he wanted to know when he could drink the water. Jerry Dorsey answered Mr. Rogerson.

ROCKY KING

Mr. King asked about the \$5.00 DEP fee that is on his water bill. '

LARRY ROGERSON

Mr. Rogerson spoke about Mountain Water does not have any fees.

LESLIE NAMET

Ms. Namet asked about the DEP boil water advisory and the 1 hour time. Ms. Namet asked about the alarms. 2nd question: How far does the tap range go for reading meters. 3rd question: If they look at the meter for people whose bills are up and down. Tracy Pekar answered Ms. Namet's questions.

LARRY ROGERSON

Mr. Rogerson spoke about the water problem was the 23rd, but the call didn't come until the 25th.

DAVID BIERER

Mr. Bierer informed the board he took a shower and felt that the chemicals in the water burned his eyes. Mr. Bierer contacted the office for the MSN information.

ROCKY KING

Rocky King spoke about smelling chlorine when he showers.

Appendix A

DAVID BIERER

Mr. Bierer called DEP (Department of Environmental Resources). DEP told him we are in violation for not reporting to them within 24 hours. Jerry Dorsey explained to Mr. Bierer the process.

STEVE GRUGIN

Mr. Grugin asked how much longer do we have to boil the water.

KEVIN WHITE – VIA TELEPHONE

Mr. White looked at the agenda online and was asking about the Association and the \$8,500.00 to the Assoc. Atty. Patrick explained the Association leases the waterlines to the Authority and that is why the Authority pays the Association the \$8,500.00 per month. Ms. Patrick explained the background with the CPA and the accountant said there were tax liabilities that would be incurred. Mr. White asked if it's the same board members as Association and the Authority. The board explained to Mr. White.

KEVIN O'MALLEY – VIA TELEPHONE

Mr. O'Malley asked if the debt is paid off for the Association. Atty. Patrick informed Mr. White as of January 2022 that debit has been paid off. There will be a discussion of what will happen in the future.

MARK BLAKER

Mr. Blaker asked if the contract is over once the loans are over. Atty. Patrick will have to work through that.

KEVIN O'MALLEY

Mr. O'Malley thought once the debit of the Association is paid off. Atty. Patrick explained it should ultimately be dissolved at some point. It's a lease.

MARK BLAKER

Mark Blaker stated the bylaws state the majority of the rate payers vote. Atty. Patrick stated the Members of the Board and the people are essentially the voters.

Mark Blaker stated the share holders should be able to vote. Atty. Patrick stated members are voting members.

RUTH GROOMS

Ruth Grooms asked for copy of the bylaws.

PAUL BIERER

Paul Bierer stated the Association had a quick meeting. The Association meetings are set at the 2nd Thursday of the month. So the meeting was illegal that was held on the 1st Thursday of the month. Atty. Patrick stated that the meetings are called at the call of the Chairman of the Board. All members were in favor, the motion carried.

NO MORE PUBLIC COMMENT

MINUTES – January 6, 2022 meeting

A motion was made by Jerry Dorsey to accept the minutes from the January 6, 2022 monthly board meeting. Tracy Pekar seconded the motion. All members in favor, the motion carried.

Appendix A

MINUTES – January 28, 2022 meeting

A motion was made by Tracy Pekar to accept the minutes from the January 28, 2022 special meeting. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

BACKUP CONTRACTOR

Frank Craig commented about the backup contractors. We put our guys on night shift and have outside contractors fix leaks. Paul Bierer stated no leaks have been fixed by backup contractors and it's for outside emergencies only.

BILLS FOR PAYMENT – January 7 to February 3, 2022

The Board reviewed the bills for payment listing from January 7, 2022 to February 3, 2022. Jerry Dorsey made a motion to pay the bills presented from January 7, 2022 to February 3, 2022. Tracy Pekar seconded the motion. Roll call:

Jerry Dorsey – yes	Tracy Pekar – yes	Frank Craig – yes
Paul Bierer – yes	Sam Cossick – yes	Motion carried 5-0

NO ENGINEERS REPORT

GENERATOR MAINTENANCE

The board discussed two quotes received for the generator maintenance at the plant, Rocky Hollow booster station, and Willow Tree booster station. Cummins quote for five years was \$9,623.29 and the quote from CAT Cleveland Brothers was \$9,622.53.

It was decided we can do this maintenance ourselves. Tracy Pekar made a motion to have a SOP Maintenance Inspection of Generators every six months in house. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

MOBILE SOLID SOLUTIONS

Atty. Patrick followed up with the company that is due to clean out the settlement pond in March 2022. The company still has us on their schedule for March. Mobile Solid Solutions was due to clean the pond late fall 2021, but pushed us back on their schedule until March. Atty. Patrick will get a contract signed with Mobile Solid Solutions to lock them in on the March schedule.

FURNACE

Jerry Dorsey fixed the big furnace that had not been working for months. Tracy Pekar made a motion to table fixing the heating/air conditioning in the small lab room. Paul Bierer seconded the motion. All members in favor, the motion carried.

PANEL FAN

We received a quote for over \$1,300.00 to replace a panel fan in the chlorine room. Discussion was held as Justin believes he can get the fan at Lowe's and we can replace it ourselves. Tracy Pekar made a motion for our employees to replace the fan at a cost not to exceed \$150.00. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

TONKA FILTERS

We received a quote from Kurita America Inc. (Tonka Water) for \$5,100.00. A technician from Kurita will come here for eight hours and troubleshoot the Tonka filters. Tracy Pekar made a motion to have the Kurita tech. evaluate the filters. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

BILLING SOFTWARE

Tracy Pekar made a motion to explore looking into new computer billing software. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

MONTHLY NEWSLETTER

At a previous workgroup meeting it was discussed to produce a monthly newsletter with monthly updates to email to all our Township's Supervisors and our local politicians.

Tracy Pekar made a motion to update our website to create a customer tab. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

ASSOCIATION

Frank Craig commented that if money is left in the Association, the stockholders will/might get money. The accountant told us to keep it for taxes/responsibilities. Jerry Dorsey commented that taxes are due for the Association.

KEVIN OMALLEY

Kevin O'Malley asked if an Association audit was prepared. Mr. O'Malley was answered yes, there is an Association audit prepared by a professional accounting firm.

JERRY DORSEY

Jerry Dorsey asked how does the Association own waterlines that the Authority put in when expanded. Tracy Pekar noted the Association needs to go away. Audit are done for each company. Attorney fees are paid from each company. Authority needs to purchase the Association for \$1.00.

DISCUSSION ON SCHEDULING A MEETING

A discussion was held on needing to schedule an Association Board Meeting with the Board Members.

MARK BLAKER

Mark Blaker noted to take care of shareholders.

ATTORNEY REPRESENTING BOTH ASSOCIATION & AUTHORITY

Tracy Pekar noted Makel and Associates represents both the Association and the Authority as solicitor. Tracy Pekar asked Atty. Patrick to choose which entity Makel and Associates would represent.

STOP THE MONTHLY PAYMENT

Tracy Pekar made a motion to stop the monthly distribution system rental of \$8,500.00 to zero effective back to March 2020. The Authority pays the Association an \$8,500.00 distribution system rental. Paul Bierer seconded the motion. Roll call:

Jerry Dorsey – yes

Tracy Pekar – yes

Frank Craig – no

Paul Bierer – yes

Sam Cossick – no

Motion carried 3-2

Atty. Patrick noted there are deeds that are deeded from the Association to the Authority.

ADOPT RATE RESTRUCTURING SCHEDULE

Tracy Pekar made a motion to adopt the following water rate restructuring schedule. The base water rate of \$17.50 with no minimum water usage, A pennvest rate of \$17.54 and to change the usage charge to \$1.31 per 100 gallons effective April 1, 2022.

John Kuis via the telephone noted that the shareholders he understood that anybody who bought a water tap is a shareholder. Also there is a device to help find water leaks.

Larry Rogerson asked about going bankrupt.

Tracy Pekar noted there is a rate analysis that is getting ready to be bid out.

Motion failed for a lack of a second.

ADOPT RATE RESTRUCTURING SCHEDULE FOR SIX MONTHS

Tracy Pekar made a motion to adopt the following water rate restructuring schedule. The base water rate of \$17.50 with no minimum water usage, a Pennvest rate of \$17.54 and to change the usage charge to \$1.31 per 100 gallons effective April 1, 2022 for a period of six months and to re-evaluate the rate structure in August 2022.

Ruth Grooms via the telephone asked who the accountant was.

Jerry Dorsey seconded the motion. Roll call:

Jerry Dorsey – yes

Tracy Pekar – yes

Frank Craig – no

Paul Bierer – yes

Sam Cossick – no

Motion carried 3-2

SERVICE CHARGES/SCHEDULE OF CHARGES

Tracy Pekar made a motion to adopt a newly listed schedule of charges for service charges, frozen meters, employee call outs after-hours, etc. Tracy Pekar had the list of schedule of charges. Jerry Dorsey seconded the motion. Roll call:

Jerry Dorsey – no

Tracy Pekar – yes

Frank Craig – no

Paul Bierer – no

Sam Cossick – no

Motion failed

RULES & REGULATIONS

Tracy Pekar made a motion to adopt a new set of rules & regulations that was presented. Frank Craig made a motion to table this until the next meeting so he can review it first. Tracy Pekar seconded that motion. All members in favor, the motion carried.

HIRE NEW EMPLOYEE

Tracy Pekar made a motion to hire Cody Varner full-time at \$15.00 per hour on a ninety-day probation period, with benefits after the ninety-day probation.

Frank Craig noted we can't afford to hire new employees when our current employees haven't had raises in several years.

Jerry Dorsey seconded the motion. Roll call:

Jerry Dorsey – yes

Tracy Pekar – yes

Frank Craig – no
Paul Bierer – yes
Sam Cossick – no

Motion carried 3-2

HIRE NEW EMPLOYEE

Tracy Pekar made a motion to hire Brandon Bell full-time at \$15.00 per hour on a ninety-day probation period, with benefits after the ninety-day probation. Jerry Dorsey seconded the motion. Roll call:

Jerry Dorsey – yes
Tracy Pekar – yes
Frank Craig – no
Paul Bierer – yes
Sam Cossick – no

Motion carried 3-2

HIRE NEW PART-TIME EMPLOYEE

Tracy Pekar made a motion to hire Matthew Hoone part-time at \$15.00 per hour on a ninety-day probation period, with no benefits. Jerry Dorsey seconded the motion. Roll call:

Jerry Dorsey – yes
Tracy Pekar – yes
Frank Craig – yes
Paul Bierer – yes
Sam Cossick – no

Motion carried 4-1

AMEND THE AGENDA

Tracy Pekar made a motion to amend the agenda for the topic of discussing delinquent turn offs. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

REINSTATE DELINQUENT TURN OFFS

Tracy Pekar made a motion to reinstate delinquent turn offs. Frank Craig noted we reinstated turn offs.

AMEND THE AGENDA

Tracy Pekar made a motion to amend the agenda for the topic of discussing holding special board meetings. Paul Bierer seconded the motion. Roll call:

Jerry Dorsey – yes
Tracy Pekar – yes
Frank Craig – yes
Paul Bierer – yes
Sam Cossick – yes

Motion carried 5-0

HOLD SPECIAL MEETINGS

Tracy Pekar made a motion to hold Special Board Meetings at noon for the following dates: February 9, 2022, February 16, 2022, February 23, 2022, March 9, 2022, March 16, 2022, March 23, 2022, and March 30, 2022 for the purpose of topics of pathway to Southwest, Operation &

Appendix A

Maintenance, and administration and to advertise the meeting dates in the newspaper. Jerry Dorsey seconded the motion noting without board meeting pay. Sam Cossick voted no. Motion carried.

AMEND THE AGENDA

Tracy Pekar made a motion to amend the agenda for the topic of discussing the PA Rural Water Association free and low cost services. Jerry Dorsey seconded the motion. All members in favor, the motion carried.

PA RURAL WATER ASSOCIATION

Tracy Pekar made a motion to pay \$641.00 fee per year to be a member of the Pennsylvania Rural Water Association for free and low cost water services. Jerry Dorsey seconded the motion. Roll call
Jerry Dorsey – yes
Tracy Pekar – yes
Frank Craig – not on phone
Paul Bierer – yes
Sam Cossick – yes
Motion carried.

ADJOURNMENT

Tracy Pekar made a motion to adjourn the meeting at the call of the Chairman. Paul Bierer seconded the motion. The meeting was adjourned at 8:40pm. All members in favor, the motion carried.

Schedule 7.1- Transferred Personnel

Any personnel that will be transferred to PAWC at the time of closing for EDWA

EDWA TO PROVIDE

THERESA HELTON: GENERAL MANAGER
BRAD BABYAK: DISTRIBUTION MANAGER
FRED HANLAN SR: LABORER
FRED HANLAN JR: LABORER
DEVIN CARTER: LABORER
BRANDON BELL: LABORER (POSSIBLY)
MELISSA BLACK: BILLING
DREW HUVAL : LABORER

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

DATED NOVEMBER 3, 2023

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (“First Amendment”) is made as of the 3rd day of November, 2023, by and between the EAST DUNKARD WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 241, 2790 South Eighty Eight Road, Dilliner, Pennsylvania (“**Seller**”), and Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**PAWC**”) (Seller and PAWC are alternatively referred to hereafter individually as “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, Seller and PAWC entered into that certain Asset Purchase Agreement dated July 23, 2023 (the “Agreement”); and

WHEREAS, Seller and Buyer desire to amend certain provisions of the Agreement to become effective upon the date of this First Amendment; and

WHEREAS, the Seller and Buyer desire to reaffirm all other provisions of the Agreement not specifically amended by this First Amendment; and

WHEREAS, capitalized terms not otherwise defined in this First Amendment have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this First Amendment, intending to be legally bound, agree as follows:

1. The Agreement contains a typographical error in Section 2.1 related to the dollar value of the Purchase Price. Section 2.1 is deleted in its entirety and replaced with the following:

“2.1 Purchase Price for the Assets. Subject to the terms and conditions of this Agreement, the purchase price (the “Purchase Price”) for the Assets shall be Five Million and 00/100ths (\$5,000,000.00). 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. All other provisions, terms, and conditions of the Agreement not specifically amended by this First Amendment remain in full force and effect. Seller and Buyer reaffirm the Agreement as amended by this First Amendment.

3. Neither Party to this First Amendment may assign any right or delegate any performance under this First Amendment without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.

Appendix A

4. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this First Amendment, including torts.

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

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment on the date first written above.

EAST DUNKARD WATER AUTHORITY

PENNSYLVANIA-AMERICAN WATER
COMPANY

By: 

Printed: Jerry Dorsey

Its: Chairman

By: 

Printed: Justin Ladner

Its: President, PAWC

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

DATED JANUARY 25, 2024

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (“Second Amendment”) is made as of the 25th day of January, 2024, by and between the EAST DUNKARD WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 241, 2790 South Eighty Eight Road, Dilliner, Pennsylvania (“**Seller**”), and Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**PAWC**”) (Seller and PAWC are alternatively referred to hereafter individually as “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, Seller and PAWC entered into that certain Asset Purchase Agreement dated as of July 23, 2023, as amended by that First Amendment dated as of November 3, 2023 (the “Agreement”); and

WHEREAS, Seller and Buyer desire to amend certain provisions of the Agreement to become effective upon the date of this Second Amendment; and

WHEREAS, the Seller and Buyer desire to reaffirm all other provisions of the Agreement not specifically amended by this Second Amendment; and

WHEREAS, capitalized terms not otherwise defined in this Second Amendment have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Second Amendment, intending to be legally bound, agree as follows:

1. Section 1.2(e) is amended to read as follows:

“(e) all rights and choses in action of Seller arising out of occurrences before or after the Closing relating to the Assets, including any rights of Seller under any warranties or insurance claims related to the Assets, *provided that* Seller shall retain and share with PAWC rights and choses in action related to insurance coverage for defense and indemnity under the commercial general liability policies issued by Selective Way Insurance Company and Selective Insurance Company of South Carolina (the “CGL Insurance”) with respect to any Claims or Damages arising from or related to the condition or operation of the Assets and System prior to Closing, including but not limited to the Eggers Litigation.”

2. Section 10.4(b) is deleted in its entirety and replaced with the following:

“Authority General Indemnity Escrow. Seller shall also deposit with Escrow Agent pursuant to the Escrow Agreement, the sum consisting of (a) the Purchase Price, less the: (i) Missing Easement Escrow; (ii) the Signing Cash Deposit; and (iii) the Outstanding Indebtedness, plus

Appendix A

(b) any proceeds received from any insurance (including but not limited to the CGL Insurance) related to the Eggers Litigation any other Claims or Damages for personal injury or property damage arising from or related to the condition or operation of the Assets and System prior to Closing (“Pre-Closing Claims”), all Excluded Assets described in Section 1.4(b) and any assets returned to the Authority after termination of the Receivership Order (the “**Authority Escrow**”), for the purpose of covering (1) any Claims or Damages related to the Eggers Litigation or Pre-Closing Claims until such Eggers Litigation and other Pre-Closing Claims are settled or otherwise finally resolved; (2) any Claims or Damages of any PAWC Indemnified Parties that would be subject to indemnification by Seller under this Agreement for a period of up to two (2) years after the Closing; and (3) any other costs incurred by PAWC recoverable by PAWC pursuant to the Receivership Order or otherwise pursuant to this Agreement. Such Authority Escrow funds shall be disbursed and utilized in accordance with the following order of priority (the “**Priorities**”):

(i) Costs incurred by PAWC prior to termination of PAWC’s service as a Receiver of the Authority pursuant to the Receivership Order in defending Seller in relation to the Eggers Litigation or Pre-Closing Claims and/or settling or otherwise resolving the Eggers Litigation or Pre-Closing Claims or pursuing on behalf of Seller insurance coverage for defense and indemnification related to the Eggers Litigation or Pre-Closing Claims; then

(ii) Costs incurred by Seller, after the Closing Date, in defending against, settling, or otherwise finally resolving the Eggers Litigation and Pre-Closing Claims; then

(iii) Costs incurred by PAWC, after the Closing Date, in defending against any claims ultimately made against PAWC related to the Eggers Litigation or Pre-Closing Claims, and settling or otherwise finally resolving the Eggers Litigation or Pre-Closing Claims; then

(iv) Any other costs incurred by PAWC recoverable by PAWC pursuant to the Receivership Order or otherwise pursuant to this Agreement.

If Closing occurs, PAWC agrees that any Claims or Damages that it may recover from the Authority pursuant to this Agreement or costs incurred by PAWC recoverable by PAWC pursuant to the Receivership Order or otherwise pursuant to this Agreement shall not exceed the cumulative sum of the Missing Easement Escrow and the Authority Escrow.

Disbursements from the Authority Escrow shall be subject to the following procedures:

Priority (i) Disbursements: Within 30 days’ termination of PAWC’s service as a Receiver of the Authority pursuant to the Receivership Order, PAWC shall submit to the Escrow Agent and Seller a written request for disbursement for costs incurred by PAWC prior to termination of PAWC’s service as a Receiver of the Authority in defending Seller in relation to the Eggers Litigation and Pre-Closing Claims and/or settling or otherwise resolving the Eggers Litigation and Pre-Closing Claims, accompanied by reasonable supporting documentation therefor (a “**Receiver Request for Disbursement**”). Seller shall have five (5) days in which to review and verify the information submitted in the Receiver Request for Disbursement, and unless Seller objects in writing within five (5) days after the Request for Disbursement, the Receiver Request for Disbursement shall be deemed approved. If Seller objects, in the time set forth above, to a Receiver Request for Disbursement, then any portion of the Receiver Request for

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Disbursement to which Seller does not object shall nonetheless be released to PAWC. To the extent of any disputed portion of a Receiver Request for Disbursement, the dispute resolution procedures of the Escrow Agreement shall apply.

Priority (ii) Disbursements: If Seller incurs any costs after the Closing Date in defending against, settling, or otherwise finally resolving the Eggers Litigation or Pre-Closing Claims, Seller shall submit to the Escrow Agent and PAWC a written request for disbursement, accompanied by reasonable supporting documentation therefor (a “**Seller Request for Disbursement**”), PAWC shall have five (5) days in which to review and verify the information submitted in the Seller Request for Disbursement, and unless PAWC objects in writing within five (5) days after the Seller Request for Disbursement, the Seller Request for Disbursement shall be deemed approved. If PAWC objects, in the time set forth above, to a Seller Request for Disbursement, then any portion of the Seller Request for Disbursement to which PAWC does not object shall nonetheless be released to Seller. To the extent of any disputed portion of a Seller Request for Disbursement, the dispute resolution procedures of the Escrow Agreement shall apply.

Priority (iii) and (iv) Disbursements: If PAWC suffers any Claims or Damages that would be subject to indemnification from Seller as provided in this Agreement or any other costs incurred by PAWC recoverable by PAWC pursuant to the Receivership Order or otherwise pursuant to this Agreement, PAWC shall submit to Escrow Agent and Seller a written request for disbursement, accompanied by reasonable supporting documentation therefor (a “**PAWC Request for Disbursement**”). Seller shall have five (5) days in which to review and verify the information submitted in the PAWC Request for Disbursement, and unless Seller objects in writing within five (5) days after the PAWC Request for Disbursement, the PAWC Request for Disbursement shall be deemed approved, and the Escrow Agent shall be authorized to disburse such amount to PAWC after the costs described in priorities (i) and (ii) have been satisfied. If Seller objects, in the time set forth above, to a PAWC Request for Disbursement, then any portion of the PAWC Request for Disbursement to which Seller does not object shall be deemed approved. To the extent of any disputed portion of a PAWC Request for Disbursement, the dispute resolution procedures of the Escrow Agreement shall apply.

Following the date that is the latter of (i) two years after the Closing or (ii) 60 days after the date upon which the Eggers Litigation and all Pre-Closing Claims are settled or finally resolved, and after the resolution of all disbursement request disputes and payment of all Priority (i), (ii), (iii) and (iv) costs, then to the extent of any funds remaining in the Authority Escrow, any such funds remaining in the Authority Escrow shall be released promptly to Seller.”

3. Appendix 1 – Definitions is amended to include the following:

“Eggers Litigation” means all claims asserted in or related to the matter captioned “*Clarissa and Joseph Eggers and Damon Casseday and Minor Child of Damon Casseday and Rose and William Burke Jr. and Minor Child of Rose Burke and Robin Donley and Shyann Todd and Minor Child of Shyann Todd and Bryan Hess and David Vukmanic Plaintiffs v. East Dunkard Water Authority and East Dunkard Water Assoc. and Harshman CE Group LLC and CNX Resources Corporation and Consol Energy Inc. and Allan’s Waste Water Service, Inc and E.I. Du Pont de Nemours & Company and Chemours Company Defendants*” filed in the Court of Common Pleas of Greene County, Pennsylvania, Docket No. 483 Civil 2023.

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Defendants' filed in the Court of Common Pleas of Greene County, Pennsylvania, Docket No. 483 Civil 2023.

“Receivership Order” means that order entered by the Commonwealth Court of Pennsylvania in the matter captioned “*Commonwealth of Pennsylvania, Department of Environmental Protection, Petitioner, v. East Dunkard Water Authority, Respondent,*” for the consolidated cases nos. 557 MD 2022 and 490 MD 2023 dated _____, 2024 whereby PAWC is appointed Receiver for the East Dunkard Water Authority pursuant to the terms and conditions stated therein.

4. All other provisions, terms, and conditions of the Agreement not specifically amended by this Second Amendment remain in full force and effect. Seller and Buyer reaffirm the Agreement as amended by this Second Amendment.

5. Neither Party to this Second Amendment may assign any right or delegate any performance under this Second Amendment without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.

6. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Second Amendment, including torts.

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

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment on the date first written above.

EAST DUNKARD WATER AUTHORITY

By: _____

Printed: _____

Its: _____

Jerry Dorsey
Jerry Dorsey
Authority Board Chairman

PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____

Printed: _____

Its: _____

Justin L. Ladner
Justin L. Ladner
President, PAWC

APPENDIX B

***Pro Forma* Tariff Supplement**

PENNSYLVANIA-AMERICAN WATER COMPANY
(hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION AND SALE OF

WATER SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED ADJACENT THERETO IN:

ADAMS, ALLEGHENY, ARMSTRONG, BEAVER, BERKS, BUCKS,
BUTLER, CENTRE, CHESTER, CLARION, CLEARFIELD, CLINTON, COLUMBIA,
CUMBERLAND, DAUPHIN, FAYETTE, **GREENE**, INDIANA, JEFFERSON, LACKAWANNA, **(C)**
LANCASTER, LAWRENCE, LEBANON, LUZERNE, MCKEAN, MONROE, MONTGOMERY,
NORTHAMPTON, NORTHUMBERLAND, PIKE, SCHUYLKILL, SUSQUEHANNA,
UNION, WARREN, WASHINGTON, WAYNE, WYOMING, AND YORK COUNTIES.

Issued:

Effective:

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

<https://www.amwater.com/paaw/>

NOTICE

**This Tariff authorizes Pennsylvania American Water Company to furnish water services to the public in Dunkard Township, and portions of Greene, Cumberland, Monongahela, Perry, and Whiteley Townships, all in Greene County, Pennsylvania.
(Refer to pages 2, 4, 5, 14, 16.8, 29, 32, and 35.)**

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This Tariff supplement authorizes Pennsylvania American Water Company – Water Division to begin to offer or furnish water services to the public in Dunkard Township, and portions of Greene, Cumberland, Monongahela, Perry, and Whiteley Townships, Greene County, Pennsylvania, as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2024-XXXXX entered XXXXXX.

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY**TERRITORIES SERVED**

(By State Region and Company Water District)
 (All territories are subject to Rate Zone 1 unless otherwise noted)

Western Pennsylvania (cont'd)**Punxsutawney District*****Jefferson County***

The Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young

Uniontown District***Fayette County***

The City of Uniontown and the Townships of Dunbar, German, Menallen, North Union and South Union

Greene County

The Township of Dunkard and portions of Greene, Cumberland, Monongahela, Perry, and Whiteley Townships. (C)

Warren District***Warren County***

The Borough of Warren and portions of the Townships of Conewango, Glade, Meade and Pleasant

Washington/McDonald***Allegheny County***

Portions of the Township of North Fayette

Beaver County

The Borough of Frankfort Springs and the Township of Hanover

Washington County

The City of Washington and the Boroughs of Burgettstown, Canonsburg, Claysville, East Washington, Houston, McDonald, Midway and West Middletown and the Townships of Amwell, Canton, Chartiers, Cross Creek, Hopewell, Independence, Jefferson, Mount Pleasant, North Franklin, North Strabane, South Strabane and portions of the Townships of Buffalo, Cecil, Donegal, East Finley, Fallowfield, Hanover, Morris, Nottingham, Peters, Robinson, Smith, Somerset and South Franklin

(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE XX - METERED SERVICE

(C)

APPLICABILITY

The rates under this schedule apply throughout the territories served by East Dunkard, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to all Customers Classes.

METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

RATE

Service Charge For All Rate Classes

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

<u>Size of Meter</u>	<u>Service Charge per Month</u>
3/4 inch	\$35.04
5/8 inch	\$35.04
1 inch	\$55.04
1-1/2 inch	\$92.54
2 inch	\$137.54
3 inch	\$257.54
4 inch	\$392.54
6 inch	\$767.54
8 inch	\$1,217.54
10 inch	\$1,742.54

Consumption Charges For All Customers

The following rates shall apply per 100 gallons

All Usage:	\$1.3100
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(C) means Change

SCHEDULE OF RATES

PRIVATE FIRE SERVICE –UNMETERED

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page

AVAILABILITY

The rates under this schedule are available to any existing unmetered private fire service customer who continues to utilize the service connection solely for fire prevention purposes in connection with the customer's fire sprinkler system, standpipe connection, or any other emergency or fire protection facilities.

RATE

Service Charge

The following shall apply based on the size of service line connection required to render adequate service, as determined by the Company:

<u>Size of Connection</u> <u>with Main</u>	<u>Service Charge per</u> <u>Month (excl. Valley)</u>	<u>Valley District</u> <u>Effective</u> <u>11/19/21</u>	<u>Valley District</u> <u>Effective</u> <u>11/19/23</u>
1 inch	\$5.34	\$0.00	\$5.34
1-1/4 inch	\$5.34	\$0.00	\$5.34
1-1/2 inch	\$7.69	\$0.00	\$7.69
2 inch	\$13.68	\$0.00	\$13.68
3 inch	\$31.11	\$0.00	\$31.11
4 inch	\$54.78	\$0.00	\$54.78
6 inch	\$124.47	\$0.00	\$124.47
8 inch	\$221.56	\$0.00	\$221.56
10 inch	\$346.02	\$0.00	\$346.02
12 inch	\$497.88	\$0.00	\$497.88

Qualified Private Fire Hydrants

Service under this classification is subject to regulations set forth in Section 2.11 "Qualified Private Fire Hydrants".

Qualified Private Fire Hydrants \$26.87 per month

Valley District:

Qualified Private Fire Hydrants	<u>Effective 11/19/2021</u>	<u>Effective 11/19/2023</u>
	\$0.00 per month	\$26.87 per month

East Dunkard:

Qualified Private Fire Hydrants \$0.00 per month

(C)

(C) means Change

Appendix B

Supplement No. XX to
Tariff Water-PA P.U.C. No. 5

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Canceling XXXXX Revised Page 32

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

PUBLIC FIRE SERVICE

APPLICABILITY

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers with applications accepted by the Company under Section 8.5 of this tariff. Service under this classification is subject to regulations set forth in Section No. 8 "Public Fire Hydrants".

RATE

Replacement of existing public fire hydrants with Company owned public fire hydrants will in all circumstances be charged at a rate of \$243.60 per annum or \$20.30 per month unless stated otherwise below.

The annual charge for each public fire hydrant is \$243.60 per annum or \$20.30 per month except as noted below:

All hydrants added after January 1, 2000, will be billed at 25% of the cost of service or \$20.30 per month.

<u>Municipalities</u>	<u>Monthly Charge for Each Public Fire Hydrant</u>	
Moshannon Valley Area Bradford Township for hydrants contracted prior to February 18, 1988 [Separate rate deleted] [Separate rate deleted] [Separate rate deleted]	\$6.25	
<u>Valley District:</u> Public Fire Hydrants	<u>Effective 11/19/2021</u> \$0.00 per month	<u>Effective 11/19/2023</u> \$20.30 per month
<u>East Dunkard:</u> Public Fire Hydrants	\$0.00 per month	(C)

(C) means Change

Issued:

Effective Date:

SCHEDULE OF RATES**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE****EXCEPT PUBLIC FIRE PROTECTION**

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to all bills rendered with an ending read date on and after the Effective Date shown on the bottom of this page. This charge applies to all Rate Zones, except **Rate Zone XX – East Dunkard.** (C)

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 36, 37 and 38 of this tariff.

(C) means Change

Issued:

Effective Date:

APPENDIX C

Pennsylvania-American Water Company History and Water/Wastewater Certificated Service Territory

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and

Appendix C

Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System

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(Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shipperville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022) and Creekside Homeowners Association (Lancaster County, June 22, 2023). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 681,707 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette,

Appendix C

South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

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All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Middlesex, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden, Providence and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

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All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitmarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County;

Portion of the Township of Overfield in Wyoming County; and

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All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 97,585 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the Townships of Alsace, Douglass, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Township of Foster in Luzerne County;

All, or portions of, the Borough of Kane and Township of Wetmore in McKean County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Borough of Royersford and the Townships of Upper Pottsgrove and Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

All, or portions of, the City of York, the Borough of North York and the Townships of

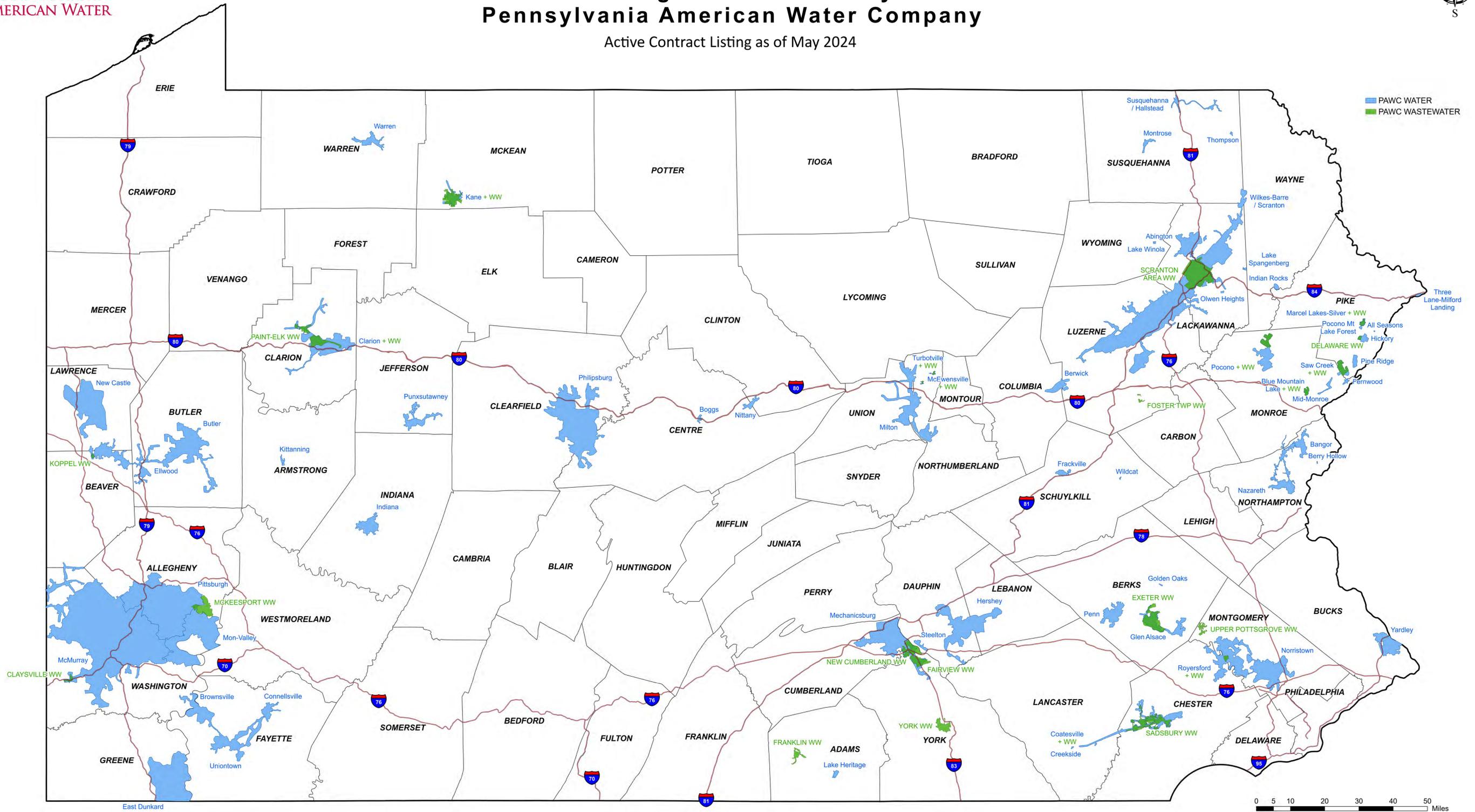
Fairview, Manchester, Newberry and York in York County.

[418 municipalities in 37 counties.]

06/30/2023

Existing Service Territory Pennsylvania American Water Company

Active Contract Listing as of May 2024



PA-Pittsburgh 2411	137,300	PA-NewCastle/Ellwood 2431	27,069	PA-Steelton 2414	2,352	PA-Abington 2453	6,741	PA-Norristown 2451	33,585
TOTAL PITTSBURGH 2401	137,300	PA-Butler 2433	19,854	PA-Mechanicsburg 2461	42,391	PA-Susquehanna 2454	2,534	PA-Yardley 2452	12,983
PA-McMurray 2421	58,649	PA-Indiana 2441	7,506	PA-Hershey/Palmyra 2462	20,684	PA-Bangor 2455	3,756	PA-Glen 2459	9,556
PA-MonValley/Elizabeth 2422	21,372	PA-Punxsutawney 2442	3,631	PA-Lake Heritage 2466	876	PA-Nazareth 2456	10,254	PA-Penn/Wyomissing 2463	12,902
PA-Uniontown/Connellsville 2423	13,506	PA-Clarion 2443	4,238	PA-Milton 2471	12,932	PA-Pocono 2457	8,590	PA-Royersford 2464	19,556
PA-Brownsville/California 2425	4,622	PA-Kittanning 2444	1,961	PA-Philipsburg 2472	7,968	PA-Lehman Pike 2468	8,526	PA-Coatesville 2465	15,122
TOTAL SOUTHWEST 2402	98,149	PA-Warren 2445	5,451	PA-Berwick 2473	6,286	TOTAL NORTHEAST 2404	40,401	PA-Creepside 2480	102
		PA-Kane 2446	2,086	PA-Frackville 2474	2,352	PA-WB/Scranton 2491	136,890	TOTAL SOUTHEAST 2405	103,806
		TOTAL NORTHWEST 2402	71,796	PA-Boggs 2477	23	TOTAL WB / SCRANTON 2404	136,890		
				PA-Nittany 2478	581				
				PA-McEwensville 2484	129				
				PA-Turbotville 2489	326				
				TOTAL CENTRAL 2403	96,900				
TOTAL WATER / FIRE: 685,242									

PA-McKeesport WW 2412	10,467	PA-Fairview WW 2460	4,181
PA-Exeter WW 2413	7,954	PA-Coatesville WW 2467	9,488
PA-Coatesville-Sadsbury WW 2415	1,479	PA-Lehman Pike WW 2469	2,800
PA-Royersford WW 2417	1,495	PA-Foster Twp WW 2470	507
PA-Upper Pottsgrove WW 2418	1,567	PA-Winona Lake WW 2475	84
PA-Kane WW 2419	2,016	PA-Pocono BlueMtn WW 2476	880
PA-Claysville WW 2426	479	PA-Franklin/Hamiltonban WW 2483	350
PA-Koppel WW 2435	357	PA-McEwensville WW 2485	129
PA-Delaware/Clean Treatment WW 2436	361	PA-New Cumberland WW 2487	3,109
PA-PAint Elk WW 2438	428	PA-Turbotville WW 2489	310
PA-Clarion WW 2447	2,455	PA-Scranton WW 2492	30,159
PA-Pocono WW 2458	3,841	PA-York WW 2494	13,137
TOTAL SEWER: 98,033			

APPENDIX D

**PAWC Board of Directors Resolution Approving EDWA
Purchase**

PENNSYLVANIA AMERICAN WATER

Unanimous Consent of Directors

The undersigned, being all the Directors of Pennsylvania-American Water Co., a Pennsylvania corporation (the "Company"), do hereby approve, adopt and consent to the following resolutions and agree that said resolutions shall have the same force and effect as though duly adopted at a meeting of the Board of Directors duly called and held:

WHEREAS, East Dunkard Water Authority ("EDWA") owns and operates a water system that serves approximately 1,600 customers in Dunkard, Greene, Whitley, Perry, Monongahela and Cumberland Townships in Greene County, Pennsylvania (the "Assets"); and

WHEREAS, the Company and EDWA have been engaged in discussions and negotiations regarding the terms pursuant to which the Company would acquire the Assets from EDWA; and

WHEREAS, the Company desires to purchase the Assets from EDWA pursuant to the terms that have been discussed and will be memorialized in an asset purchase agreement and other associated documents; and

WHEREAS, based on all of the foregoing, the Company requests the proper officers including but not limited to the President or a Vice President of the Company be authorized to (1) acquire the Assets for a maximum aggregate purchase price of up to \$5,000,000.00 in cash (inclusive of any advanced payments that may be included in the asset purchase agreement), and (2) negotiate the terms and conditions of, and execute and deliver, an asset purchase agreement and other appropriate contracts, agreements, instruments, certificates and other documents, related to the purchase of the Assets.

East Dunkard Water Authority
Acquisition of Water System
Unanimous Consent

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes and delegates authority to the proper officers including but not limited to the President or a Vice President of the Company to (1) acquire the Assets for a maximum aggregate purchase price of up to \$5,000,000.00 in cash (inclusive of any advanced payments that may be included in the asset purchase agreement), and (2) negotiate the terms and conditions of, and execute and deliver, an asset purchase agreement and other appropriate contracts, agreements, instruments, certificates and documents related to the purchase of the Assets; and further

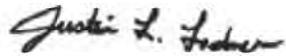
RESOLVED, that the proper officers of the Company, or their designees, are hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as they may determine necessary to complete the purpose of this resolution; and further

RESOLVED, that all prior acts, executions and deliveries taken by each officer or the Company or his or her designee in connection with the subject matter of the foregoing actions and resolutions be and hereby are approved, adopted, ratified and confirmed in all respects as the acts and deeds of the Company.

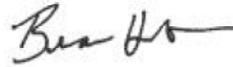
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East Dunkard Water Authority
Acquisition of Water System
Unanimous Consent

All signatures need not appear on the same copy of this consent.



J. Ladner 06.18.2023 6:55 PM



B. Holbert 06.22.2023 8:37 AM



R.M. Ross 06.16.2023 8:36 PM



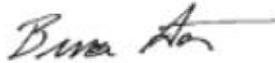
B.B. Cross 06.16.2023 10:06 PM



R.W. Simms 06.16.2023 2:55 PM



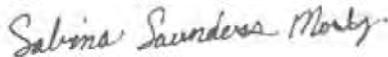
J.M. Runzer 06.22.2023 9:59 AM



B. Aiton 06.16.2023 5:21 PM



A. Everette 06.16.2023 11:32 AM



S.S. Mosby 06.20.2023 1:08 PM

APPENDIX E

**EDWA'S MINUTES APPROVING SALE TO PAWC DATED
JUNE 29, 2023**

East Dunkard Water Authority
Special Meeting June 29, 2023 at 6 P.M.
Held in-person at the Water Treatment Plant Office

Special meeting advertised in the Observer-Reporter Newspaper.

Board of Directors

Chairman; Jerry Dorsey

Treasurer; Paul Bierer

Vice-Chair; Craig Miller

Member; Gary Moser

Secretary; John Coombs

A Special meeting was held on June 29, 2023, Jerry Dorsey, Craig Miller, Gary Moser, John Coombs, Paul Bierer was in attendance. Also in attendance was Theresa Helton EDWA General Manager, And solicitors Lane Turturice and Josh Larkin. The following customers were present Rosemary Sarapa, Michael Sarapa, Cheryl Browne, David Browne, Sherrie Riggleman, Steve Grugin, Larry Yost, Mary Ellen Moore Hale, Allen Fortney, Kristen Mason, CJ Mason, Rhonda Wrick, Clarissa Eggers, Robin Donley, Rose Burke, Bill Burke, Dave Vukmanic, Drew Huval, Devin Carter, Brad Babyak, Melissa Black, Dallas Crossman, Chris Caldwell, John Yesenosky, Mark Messich, Logan Cottrell, Rachael Willson, Ruth Grooms, Tina Terrell, and Brandon Bell.

MEETING CALLED TO ORDER

JERRY DORSEY- PRESENT

JOHN COOMBS- PRESENT

PAUL BIERER- PRESENT

GARY MOSER- PRESENT

CRAIG MILLER -PRESENT

Pledge of Allegiance

Steve Grugin led the prayer.

Public Comment: Board Chairman Jerry Dorsey informed the public that public comment would be available as we go through each agenda item tonight.

Executive Session was held this evening from 5:00 P.M. to 6 :00 P.M. to discuss the sale of East Dunkard Water Authority to Pennsylvania American Water.

Attorney Lane Turturice deferred comment till later in the agenda.

Engineer's Report: Finalizing documents to advertise the RFP for the tank cleaning. Hoping that they will be completed this week.

The first round of property lien letters has been sent out. A few customers have paid in full. 45 disconnects were completed last week for non-payment. Remainder to be completed next week. Customer Allen Fortney said we are doing what should've been done years ago.

Discuss Motion to approve Asset Purchase Agreement with Pennsylvania American Water Company and to instruct Solicitor and General Manager to take all necessary action on behalf of the Authority to

APPENDIX E

execute all aspects of said agreement. Solicitor Lane Turturice outlined the Asset Sales Agreement with PAWC. Explained to customers that they will pay \$5,000,000.00 for the Authority and that they have agreed to put almost 10x the amount of the CDBG grant into the system/infrastructure in the first five years. He also explained that all other options have been explored and this option is the best option to ensure that the ratepayers receive suitable drinking water at a fair rate, without the Authority or the customers having to absorb more high debt that neither can afford. He went on to say that no one at the table was here when this mess was created but have tried to fix the problems. The solicitor then asked Theresa Helton to explain the PAWC low-income assistance programs that they offer. This is very beneficial as this is something that we would never be able to offer. Preliminary figures show that 25-35% of our customers will qualify based on our census data. The floor was open to public comment at this time.

John Kuis asked if this would pay off the PennVest loan he was told that it would.

Mary Ellen Moore Hale spoke about her brown water issue and wanted to know if they will get new lines and a timeline for this. It was explained that the lines that some lines need replaced but not all of them. PAWC can't give us a time frame just yet because many factors play into this, the biggest being that PAWC has to enter into a Consent order with the DEP. Whatever the DEP puts in the Consent order takes precedence over anything else, that has to be done first.

Tina Terrell said she has a leak. Her meter is in her basement. Plant workers will go out and investigate her issue.

CJ Mason wants to know what happens to the rest of the proceeds from the sale. Lane explained that once all debt has been paid off that if there is any money left it would go to the Township.

Robin Donley had a few questions. The first one is other Municipalities able to get proceeds from the sale the answer is no because they did not sponsor EDWA. She then asked about PAWC using Chloramine because it causes cancer and other health risks. Chemicals are based on your water source. Since our water source isn't changing it shouldn't be an issue. She stated SPWA doesn't use Chloramine, but the General Manager said they do. Asked if Association property is worth a lot of money the answer is no. Whose idea was it do the Condemnation. Too many people started talking and could not hear response or if there was one.

Dave Browne said he had PAWC, and he never had an issue with them and said they have an A+ rating with BBB.

Cheryl Browne brought brown water in a bag and said she wants PAWC so that we can get clean drinking water. Also said she wanted everyone to know that she appreciates everything that the board has done.

Rose Burke said that we lead customers on about SPWA. It was explained again that SPWA doesn't want EDWA. Clarissa Eggers said she agreed that we lied. EDWA has been under a confidentiality agreement and could not speak until now.

Dave Vukmanic gave new math to replace lines.

Larry Yost asked about a tap. Said he bought property a few years back and in the deed, it states that EDWA owes the seller a tap. Wanted to know if he was going to get it he was told yes. He also wanted to know who negotiated the deal with PAWC, Mr Turturice told him that PAWC's attorney, himself, and the

APPENDIX E

board. Asked if anyone outside of these people helped Mr Turturice said no. He then asked who the attorney for PAWC, Mr Turturice responded that he isn't sure if he can provide that information and that they have their own in-house attorney's. General Manager said that would be a good question for PAWC when they do the public meeting in the next 4-6 weeks.

Dallas Crossman said he paid for a tap months ago and it hasn't been installed. Taps have been on order for several months and we still haven't received them. Said he didn't care he wanted his tap. The General Manager agreed to reach out to other water providers to see if we can borrow one.

Gary Moser made a Motion to approve Asset Purchase Agreement with Pennsylvania American Water Company and to instruct Solicitor and General Manager to take all necessary action on behalf of the Authority to execute all aspects of said agreement. Craig Miller seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes

Gary Moser- Yes

Paul Bierer- Yes

John Coombs- Yes

Craig Miller- Yes.

Jerry Dorsey made a motion to adjourn the meeting. John Coombs seconded the motion. All in favor meeting adjourned.

APPENDIX F

**EDWA's Audited Balance Sheet
Year Ending December 31, 2021**

East Dunkard Water Authority
 Balance Sheet
 December 31, 2021
 (Dollars in thousands)

	East Dunkard Water Authority December 31, 2021 (Audited)	
	<hr/>	
Assets		
Cash and cash equivalents	\$	170
Other current assets		101
Total property plant and equipment		7,278
Total Assets		<hr/> 7,549
 Capitalization and liabilities		
Accounts payable	\$	23
Other current liabilities		490
Loans Payable		3,205
Other long-term Liabilities		-
Net Position		3,831
Contributions in aid of construction		-
Total Capitalization and liabilities		<hr/> 7,549

APPENDIX G

**Independent Accountants Review Report on East
Dunkard Water Association**

EAST DUNKARD WATER ASSOCIATION

DILLNER, PENNSYLVANIA

REVIEW REPORT

YEAR ENDED DECEMBER 31, 2021



Cypher & Cypher

Accountants | Auditors | Advisors

EAST DUNKARD WATER ASSOCIATION

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

East Dunkard Water Association
RD 1 Box 241
Dillner, Pennsylvania 15327

We have reviewed the accompanying financial statements of East Dunkard Water Association (an C corporation), which comprise the balance sheet as of December 31, 2021 and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in accordance with accounting principles generally accepted in the United States of America.

CYPHER & CYPHER

A handwritten signature in black ink that reads "Cypher & Cypher". The script is cursive and fluid, with the ampersand being a simple, stylized symbol.

CERTIFIED PUBLIC ACCOUNTANTS

Canonsburg, Pennsylvania
January 10, 2022

EAST DUNKARD WATER ASSOCIATION
BALANCE SHEET
DECEMBER 31, 2021

	2021
ASSETS	
CURRENT ASSETS	
Cash	\$ 24,955
Total Current Assets	24,955
FIXED ASSETS	
Pipes and Waterlines	121,022
Equipment	24,910
Total Fixed Assets	145,932
Accumulated Depreciation	(145,932)
Net Fixed Assets	-
INTANGIBLE ASSETS	
Loan Fee	2,074
Total Fixed Assets	2,074
Accumulated Amortization	(2,074)
Net Intangible Assets	-
TOTAL ASSETS	\$ 24,955

See accompanying notes and independent accountant's review report.

**EAST DUNKARD WATER ASSOCIATION
BALANCE SHEET
DECEMBER 31, 2021**

	2021
LIABILITIES AND STOCKHOLDERS EQUITY	
CURRENT LIABILITIES	
Corporate Taxes Payable	\$ 67,035
Current Portion of Long Term Debt	5,640
Total Current Liabilities	72,675
LONG-TERM LIABILITIES	
Note Payable (Less - Current Long Term Debt)	-
Total Long-Term Liabilities	-
STOCKHOLDERS' EQUITY	
Contributed Equity	182,378
Retained Earnings	(230,098)
Total Equity	(47,720)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 24,955

See accompanying notes and independent accountant's review report.

EAST DUNKARD WATER ASSOCIATION
INCOME STATEMENT
YEAR ENDED DECEMBER 31, 2021

	2021
INCOME	
Gross Rents	\$ 102,000
 OPERATING EXPENSES	
Bad Debt Expense	17,000
Professional Fees Expense	5,306
TOTAL OPERATING EXPENSES	22,306
 OPERATING INCOME	 79,694
 OTHER INCOME & (EXPENSE)	
Interest Expense	(2,044)
Income Tax Expense	(20,652)
Deferred Tax Expense	(1,559)
Depreciation	(1,921)
Interest Income	14
TOTAL OTHER INCOME & (EXPENSE)	(26,162)
 NET INCOME	 53,532
 BEGINNING RETAINED EARNINGS	 (283,630)
 ENDING RETAINED EARNINGS	 \$ (230,098)

See accompanying notes and independent accountant's review report.

EAST DUNKARD WATER ASSOCIATION
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2021

	2021
Cash Flows From Operating Activities	
Net Income (Loss)	\$ 53,532
Adjustments to Reconcile Net Income (Loss) to	
Net Cash Provided by (Used In) Operating Activities:	
Depreciation and Amortization Expense	1,921
Increase (Decrease) in	
Deferred Tax Asset	1,559
Income Tax Payable	20,652
Final Adjustments	24,132
Net Cash Provided By (Used in) Operating Activities	77,664
Cash Flows From Investing Activities	
Capital Expenditures	-
Proceeds from the Sale of Fixed Assets	-
Net Cash Provided By (Used in) Investing Activities	-
Cash Flows From Financing Activities	
Principal Payments on Long-Term Debt	(64,922)
Net Cash Provided (Used in) Financing Activities	(64,922)
Net Increase (Decrease) in Cash and Cash Equivalents	12,742
Cash at Beginning of Period	12,213
Cash at End of Period	\$ 24,955
Interest Paid:	
Supplemental Information	
Cash Paid for Interest	\$ (2,044)
Cash Paid for Income Taxes	\$ -

See accompanying notes and independent accountant's review report.

EAST DUNKARD WATER ASSOCIATION
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and History

East Dunkard Water Association is a Pennsylvania corporation and was incorporated in 1969. The Association operates exclusively as the lessor of water distribution lines and substations to East Dunkard Water Authority.

Method of Accounting

All revenue and expenses are reported on the accrual basis of accounting; which recognizes revenues when earned and expenses when incurred.

Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Equipment

The Company records equipment at cost and are being depreciated over their estimated useful lives using the straight-line method.

Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The significant estimates used by management include, but are not limited to, determining depreciation of equipment.

NOTE 2 – CONCENTRATIONS OF CREDIT RISK

The Company maintains its cash balances in one financial institution with FDIC insurance up to \$250,000. From time to time the Company's cash balances may exceed the insured amount.

EAST DUNKARD WATER ASSOCIATION
 NOTES TO THE FINANCIAL STATEMENTS
 DECEMBER 31, 2021

NOTE 3- PROPERTY AND EQUIPMENT

The Company depreciate their equipment, vehicles and intangible assets over the estimated useful lives of the assets on the straight-line method.

A summary follows for 2021:

	2021
Waterlines	\$ 121,022
Equipment	24,910
Intangible Assets	2,074
Total Property and Equipment	145,932
Accumulated Depreciation/Amortization	(145,932)
Net Property and Equipment	\$ -0-

NOTE 4 – LONG TERM DEBT

	2021
Loan Payable to Community Bank at 4.762%, through 2022.	\$ 5,640
Total Long-Term Debt	5,640
Less: Current Portion	(5,640)
Total Long-Term Debt, net of Current Portion	\$ -0-

The amounts necessary to amortize long-term debt is as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 5,640	\$ 21	\$ 5,661
Total	\$ 5,640	\$ 21	\$ 5,661

Interest expense on long-term debt for the year ended December 31, 2021 was \$2,044.

EAST DUNKARD WATER ASSOCIATION
 NOTES TO THE FINANCIAL STATEMENTS
 DECEMBER 31, 2021

NOTE 5 – INCOME TAXES

The company is subject to routine audits by taxing jurisdictions: however, there are currently no audits for any tax periods in progress. Management believes the company is no longer subject to income tax examinations for years prior to 2018.

The Association has filed corporate income tax returns with the Internal Revenue Service and Pennsylvania Department of Revenue. The Internal Revenue Service related tax liability for 2016, 2019 and 2021 tax years have been recorded as a liability within these financial statements. The PA Department of Revenue related tax liability for 2016, 2017, 2018, 2019 and 2021 tax years have been recorded as a liability within these financial statements. Any related penalty and interest relating to these tax returns cannot be reasonably estimated.

Management has determined that there are no additional material uncertain tax positions that have a material impact on the financial statements.

The aggregate amount of current and deferred tax expense for the year ended December 31, 2021 is as follows.

	2019
Current	
Federal	\$ 14,644
State	6,008
<i>Total Current</i>	20,652
Prior years unpaid	46,383
Total Income Tax Payable	\$ 67,035
Deferred Tax Expense (Income)	
Federal/State	\$ 1,559

The company's deferred tax asset is comprised of operating losses available to be carried forward due to differences in deductibility of expenses for financial and taxation reporting. The company does not have a federal net operating loss carryforward. The company does have a Pennsylvania net operating loss carryover totaling \$15,602 that was fully utilized during 2021. The company's total deferred tax asset remaining for the year ended December 31, 2021 is zero.

NOTE 6 – RENTAL INCOME

The Association leases water distribution lines and substations to the East Dunkard Water Authority.

EAST DUNKARD WATER ASSOCIATION
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 7- SUBSEQUENT EVENTS

The administration has evaluated subsequent events through January 10, 2021, the date the financial statements were available to be issued. The Company's operations may be affected by the recent and ongoing outbreak of the coronavirus disease (COVID-19) which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the pandemic is uncertain.

APPENDIX H

**Pennsylvania-American Water Company's Audited
Balance Sheet**

Year Ending December 31, 2023

Appendix H

Pennsylvania-American Water Company
Balance Sheet
December 31, 2023
(Dollars in thousands)

	PA American Water December 31, 2023 (Audited)	
	<hr/>	
Assets		
Cash and cash equivalents	\$	2,778
Other current assets		405,814
Total property plant and equipment		6,634,647
Regulatory assets & other L/T Assets		306,252
Total Assets	\$	<hr/> 7,349,491
Capitalization and liabilities		
Short Term Debt	\$	-
Current Portion of Long-term Debt		71,205
Other current liabilities		280,013
Total Long-term Debt		2,277,660
Regulatory & Other Long Term Liabilities		1,261,069
Stockholder's equity		3,223,481
Contributions in aid of construction		236,063
Total Capitalization and liabilities	\$	<hr/> 7,349,491

APPENDIX I

**East Dunkard Water Authority's Audited Income
Statement**

For Year Ending December 31, 2021

Appendix I

East Dunkard Water Authority
Income Statement
for the 12 Months Ended December 31, 2021
(Dollars in thousands)

	East Dunkard Water Authority 12 Months Ended December 31, 2021 (Audited)	
Operating Revenues	\$	1,195
Operating Expenses		
Operation and Maintenance		1,184
Depreciation and Amortization		
General Taxes and Other		
Total Operating Expenses		<u>1,184</u>
Operating Income		11
Other Income/(Expenses)		
Other Income/(Expense), Net		16
Interest Expense, Net		<u>(36)</u>
Total Other Expenses		<u>(20)</u>
Income Before Income Taxes		(9)
Provision for Income Taxes		<u>-</u>
Net Income	\$	<u><u>(9)</u></u>

APPENDIX J

**Pennsylvania-American Water Company's Audited
Income Statement**

Year Ending December 31, 2023

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2023
(Dollars in thousands)

Appendix J

	PA American Water 12 Months Ended December 31, 2023 (Audited)
Operating Revenues	\$ 965,232
Operating Expenses	
Operation and Maintenance	286,743
Depreciation and Amortization	195,951
General Taxes and Other	17,297
Total Operating Expenses	<u>499,991</u>
Operating Income	465,241
Other Income/(Expenses)	
Other Income/(Expense), Net	16,136
Interest Expense, Net	(80,976)
Total Other Expenses	<u>(64,840)</u>
Income Before Income Taxes	400,401
Provision for Income Taxes	100,372
Net Income	<u><u>\$ 300,029</u></u>

APPENDIX K

***Pro Forma* Balance Sheet of Pennsylvania-American
Water Company and East Dunkard Water Authority**

Pennsylvania-American Water Company & East Dunkard Water Authority
Pro-Forma Balance Sheet
December 31, 2023
(Dollars in thousands)

Appendix K

	PA American Water December 31, 2023 (Audited)	East Dunkard Water Authority 12 Months Ended December 31, 2023	Combined Pro-Forma*
Assets			
Cash and cash equivalents	\$ 2,778		\$ 2,778
Other current assets	405,814		405,814
Total property plant and equipment	6,634,647		6,634,647
Regulatory assets & other L/T Assets	306,252		306,252
Total Assets	<u>\$ 7,349,491</u>		<u>\$ 7,349,491</u>
Capitalization and liabilities			
Short Term Debt	\$ -		\$ -
Current Portion of Long-term Debt	71,205		71,205
Other current liabilities	280,013		280,013
Total Long-term Debt	2,277,660		2,277,660
Regulatory & Other Long Term Liabilities	1,261,069		1,261,069
Stockholder's equity	3,223,481		3,223,481
Contributions in aid of construction	236,063		236,063
Total Capitalization and liabilities	<u>\$ 7,349,491</u>		<u>\$ 7,349,491</u>

*2023 Audited financial statements not available for East Dunkard to display a Combined Pro-Forma.

APPENDIX L

***Pro Forma* Consolidated Income Statement of Pennsylvania-American Water Company and East Dunkard Water Authority**

Pennsylvania-American Water Company & East Dunkard Water Authority
Pro-forma Income Statement
for the 12 Months Ended December 31, 2023
(Dollars in thousands)

Appendix I

	PA American Water 12 Months Ended December 31, 2023 (Audited)	East Dunkard Water Authority 12 Months Ended December 31, 2023	Combined Pro-Forma*
Operating Revenues	\$ 965,232		\$ 965,232
Operating Expenses			
Operation and Maintenance	286,743		286,743
Depreciation and Amortization	195,951		195,951
General Taxes and Other	17,297		17,297
Total Operating Expenses	499,991		499,991
Operating Income	465,241		465,241
Other Income/(Expenses)			
Other Income/(Expense), Net	16,136		16,136
Interest Expense, Net	(80,976)		(80,976)
Total Other Expenses	(64,840)		(64,840)
Income Before Income Taxes	400,401		400,401
Provision for Income Taxes	100,372		100,372
Net Income	<u>\$ 300,029</u>		<u>\$ 300,029</u>

*2023 Audited financial statements not available for East Dunkard to display a Combined Pro-Forma.

APPENDIX M

Estimated Revenues and Expenses of New Service Area

Appendix M

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses of New Service Area
Year 1
(Dollars in thousands)

Operating Revenues	\$	1,376
Operating Expenses		
Operation and Maintenance		1,316
Depreciation and Amortization		115
General Taxes and Other		56
Total Operating Expenses		<u>1,487</u>
Operating income		(111)
Other Income/(Expenses)		
Other Income/(Expense), Net		-
Interest Expense, Net		(112)
Total Other Expenses		<u>(112)</u>
Income Before Income Taxes		(223)
Provision for Income Taxes		(56)
Net Income	\$	<u><u>(167)</u></u>

APPENDIX N

Department of Environmental Protection

Request for a Corrective Action Plan

Dated: October 2020

sc@harshmanllc.com

From: Thomas, John <johnt@pa.gov>
Sent: Tuesday, October 6, 2020 9:25 AM
To: sc@harshmanllc.com; eastdunkard@gmail.com
Cc: Diehl, Renee (DEP); Miller, Patricia; Kaufman, Andrew
Subject: East Dunkard - Call Summary and Corrective Action Plan

Below is a brief summary of our conversation on October 5 and what the Department is requesting from the Authority at this time:

- The secondary MCLs for iron and manganese are 0.3 mg/L and 0.05 mg/L respectively. Any time these levels are exceeded in a sample the Department should be notified within one-hour of receiving sample results. Note that Public Notification is not required for these unless a Health Advisory Level (HAL) is also exceeded. Since secondary standards are enforceable in PA, these would be considered violations and would need to be reported as such in your CCR along with the sample results.
 - The manganese 10-day HAL for infants is 0.3 mg/L. If any manganese sample exceeds that limit, the Authority would be required to issue a Tier 1 Do Not Consume Notice to their customers in addition to the one-hour notification to the Department.
- The Department advises that the Authority sample for iron and manganese (at minimum) on a routine basis at the entry point and whenever dirty water complaints are received. These can be benchtop samples as opposed to lab samples provided that any elevated levels (>1/2 the MCLs) be followed-up with a confirmation lab sample. At this time, the Authority does not have equipment for benchtop sampling. Note that sampling for complaints should not follow flushing to adequately provide accurate information (not to restrict the potential of additional sampling following the flush).
- The treatment manufacturer was consulted regarding iron and manganese treatment, and the result of that investigation indicated that water leaving the plant was not a concern.
- Dirty water complaints reportedly typically follow some form of shock to the system such as a fire event or line break. Many occur in valleys where precipitates settle most readily.
- Line breaks are typically caused by landslides, contractor errors, or other issues not directly related to the overall pipe condition. Whenever customers lose water service as a result, the Department should be notified within 1-hour. The Authority should also ensure that they are following the Department's [Policy for Determining When Loss of Positive Pressure Situations in the Distribution System Require One-Hour Reporting to the Department and Issuing Tier 1 Public Notification](#).
- The Authority is currently unable to conduct a full-system, unidirectional flush due to hydraulic and topographic limitations. Engineers are working towards a flow-model of the system to determine how these issues can be resolved. Currently the system is flushed reactively in response to issues instead of proactively.
- The only noted non-plastic line in the distribution system is at the Rt 88 & railroad crossing near the plant, but the Authority is considering running a parallel line to enable this to be taken offline for investigation and redundancy.
- The Authority is also working on plans to have the tanks inspected and cleaned as necessary.

To address the dirty water and MCL exceedance concerns, the Department requests a Corrective Action Plan be submitted within the next 30-days. This plan should include a summary of the treatment plant investigation and any actions the Authority is taking or is planning to take to address this issue (flushing, line replacement, tank cleaning, and any additional activities).

Should you have any questions or concerns, please contact me as listed below.

JT

John W. Thomas | Environmental Group Manager
 Department of Environmental Protection | Bureau of Safe Drinking Water
 Southwest Regional Office

400 Waterfront Drive | Pittsburgh, PA 15222
Phone: 412.442.4209 | Fax: 412.442.4242
www.dep.pa.gov



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APPENDIX O

Department of Environmental Protection

Administrative Order

Dated: August 25, 2022



August 25, 2022

Via Hand Delivery

East Dunkard Water Authority
2790 South Eighty-Eight Road
Dilliner PA 15327

Re: Administrative Order
Violations of the Pennsylvania Safe Drinking Water Act and Regulations
East Dunkard Water Authority and East Dunkard Water Association
PWSID No. 5300012
Greene County

Dear Sir and/or Madam:

Please find enclosed an Administrative Order of the Department directed to the East Dunkard Water Authority and the East Dunkard Water Association. You should review the Order immediately; it contains corrective action obligations and deadlines, some of which begin upon receipt.

If you have any questions, please contact me at 412-442-4210 or via email at rediehl@pa.gov.

Sincerely,



Renee L. Diehl
Program Manager
Safe Drinking Water Program
Southwest Regional Office

c: Region

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

East Dunkard Water Authority	:	Violations of the Pennsylvania Safe
2790 South Eighty-Eight Road	:	Drinking Water Act and the
Dilliner, PA 15327	:	Rules and Regulations Promulgated
Greene County	:	Pursuant Thereto
PWS ID No. 5300012	:	
	:	
and	:	
	:	
East Dunkard Water Association	:	
2790 South Eighty-Eight Road	:	
Dilliner, PA 15327	:	
Greene County	:	

ADMINISTRATIVE ORDER

NOW, this 25th day of August, 2022, the Commonwealth of Pennsylvania, Department of Environmental Protection (Department) issues this Administrative Order after it has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Pennsylvania Safe Drinking Water Act, Act of May 1, 1984, P.L. 206, *as amended*, 35 P.S. §§ 721.1-721.17 (SDWA); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 (Administrative Code); and the rules and regulations promulgated thereunder (Regulations).

B. The East Dunkard Water Authority (Authority) is a municipal water authority with a mailing address of P.O. Box 241, Dilliner, PA 15327. The Authority’s physical office address is 2790 South Eighty-Eight Road, Dilliner, PA 15327.

C. The East Dunkard Water Association (Association) is a Pennsylvania non-profit public corporation with a mailing address of 2790 South Eighty-Eight Road, P.O. Box 241, Dilliner, PA 15327. The Association's physical office address is 2790 South Eighty-Eight Road, Dilliner, PA 15327.

D. The Authority and the Association are each a "person" and a "supplier of water" as those terms are defined in Section 3 of the SDWA, 35 P.S. § 721.3; and a "person" and "public water supplier" as those terms are defined in Section 109.1 of the Regulations, 25 Pa. Code § 109.1. The Authority and the Association are collectively referred to as the "Responsible Parties".

E. The Authority operates and maintains a municipal drinking water system serving approximately 4,200 customers in the following municipalities in Greene County, Pennsylvania: Dunkard Township, Greene Township, and portions of Monongahela, Cumberland, Perry and Whiteley Townships (East Dunkard System). The East Dunkard System consists of a surface water source (the Monongahela River), a conventional filtration water treatment plant including disinfection, water pumping facilities, water storage facilities, and a distribution system.

F. Pursuant to a lease between the Association and the Authority dated October 13, 2011, the Authority leases certain distribution piping, storage tanks, booster pump stations and fire hydrants, as more particularly described in Exhibit "A" of said lease, from the Association. The Authority owns the remainder of the East Dunkard System.

G. The Authority operates the East Dunkard System pursuant to multiple public water supply permits issued by the Department and has been assigned Public Water System Identification Number (PWS ID No.) 5300012. The Association, as an owner of a portion of the East Dunkard System, and the Authority, as an owner of a portion of the East Dunkard System

and the operator of the East Dunkard System, are jointly and severally responsible as public water suppliers for the East Dunkard System.

H. The East Dunkard System is a “system” as that term is defined in Section 109.1 of the Regulations, 25 Pa. Code § 109.1, and, more specifically, is a “public water system” and a “community water system” as those terms are defined in Section 3 of the SDWA, 35 P.S. § 721.3, and Section 109.1 of the Regulations, 25 Pa. Code § 109.1.

General Requirements

I. Sections 109.4(2), 109.4(3), and 109.4(4) of the Regulations, 25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4), require a public water supplier to, respectively, provide treatment adequate to assure that the public health is protected; provide and effectively operate and maintain public water system facilities; and take whatever investigative or corrective action is necessary to assure that safe and potable water is continuously supplied to the users.

Significant Deficiencies

J. A “significant deficiency” is defined as “[a] defect in design, operation or maintenance, or a failure or malfunction of the sources, treatment, storage or distribution system that the Department determines to be causing, or has the potential for causing the introduction of contamination into the water delivered to consumers.” 25 Pa. Code § 109.1.

K. When the Department identifies one or more significant deficiencies at a water system, Section 109.717 of the Regulations, 25 Pa. Code § 109.717, requires a public water supplier, among other things, to: 1) consult with the Department within 30 days of receiving written notification regarding appropriate corrective action for identified significant deficiencies; 2) respond in writing to the Department within 45 days with a plan and schedule to address the

significant deficiencies; and 3) correct the significant deficiencies within 120 days of receiving written notification from the Department.

Department Inspections, Notices of Violation and Field Orders

L. (1) On July 20 and 21, 2021, the Department conducted an inspection of the East Dunkard System (July 21, 2021 inspection). On July 27, 2021, the Department conducted an administrative inspection of the East Dunkard System, including telephone conversations with the Authority's consulting engineer and certified operator (July 27, 2021 inspection).

(2) On August 11, 2021, the Department issued two (2) Notices of Violation (NOVs) to the Authority: one NOV identified significant deficiencies and the other NOV identified other violations that were not significant deficiencies (collectively, "August 11, 2021 NOV"). On August 12, 2021, the Department issued a Field Order to the Authority (August 12, 2021 Field Order). On August 16, 2021, the Department conducted an administrative inspection of the East Dunkard System (August 16, 2021 inspection). On August 20, 2021, the Department issued a Field Order to the Authority (August 20, 2021 Field Order). On August 23, 2021, the Department issued an NOV to the Authority (August 23, 2021 NOV). On August 30 and 31 and September 2, 7 and 9, 2021, the Department conducted a sanitary survey inspection of the East Dunkard System (2021 Sanitary Survey inspection).

(3) On September 24, 2021, the Department issued an NOV to the Authority (September 24, 2021 NOV).

(4) On October 28, 2021, the Department conducted an administrative inspection of the East Dunkard System in follow-up to the 2021 Sanitary Survey inspection (October 28, 2021 inspection).

(5) On December 13, 2021, the Department issued an NOV to the Authority (December 13, 2021 NOV).

(6) On January 18, 2022, the Department conducted an inspection of the East Dunkard System (January 18, 2022 inspection). On January 21, 2022, the Department issued three (3) NOVs to the Authority: two of the NOVs were significant deficiency NOVs and the other NOV identified other violations that were not significant deficiencies (collectively, “January 21, 2022 NOV”). On January 25, 2022, the Department conducted an inspection of the East Dunkard System (January 25, 2022 inspection). On January 25, 2022, the Department issued a Field Order to the Authority (January 2022 Field Order). On January 26, 2022, the Department conducted two (2) administrative inspections of the East Dunkard System (January 26, 2022 inspections). On January 31, 2022, the Department issued an NOV to the Authority (January 31, 2022 NOV).

(7) On February 4, 2022, the Department conducted an administrative inspection of the East Dunkard System (February 4, 2022 inspection). On February 23, 2022, the Department conducted an administrative inspection of the East Dunkard System (February 23, 2022 inspection).

(8) On March 11, 2022, the Department issued a Field Order to the Authority (March 2022 Field Order). On March 16, 2022, the Department conducted an inspection of the East Dunkard System (March 16, 2022 inspection). On March 30, 2022, the Department conducted an inspection of the East Dunkard System (March 30, 2022 inspection).

(9) On April 6, 2022, the Department conducted an inspection of the East Dunkard System (April 6, 2022 inspection). On April 7, 2022, the Department conducted an inspection of the East Dunkard System (April 7, 2022 inspection).

(10) On August 3, 2022, the Department conducted an inspection of the East Dunkard System (August 3, 2022 inspection).

(11) In addition to the inspections listed above, the Department has conducted multiple, additional inspections and issued additional NOVs.

July 21, 2021 Inspection

M. During the July 21, 2021 inspection, the Department cited the following violations, among others:

Failure to Provide One-Hour Notification

N. Section 109.701(a)(3)(iii)(B) of the Regulations, 25 Pa. Code § 109.701(a)(3)(iii)(B), requires a public water supplier to provide one-hour notification to the Department any time circumstances exist which may adversely affect the quality or quantity of drinking water, including a failure, significant interruption or breakdown in key water treatment processes.

O. During the July 21, 2021 inspection, the Authority informed the Department that it failed to report to the Department, within one hour of discovery, that the variable speed mixer in the East Dunkard System's clarifier was inoperable, and had been inoperable for at least one year, in violation of 25 Pa. Code § 109.701(a)(3)(iii)(B). The Department also cited this violation in its 2021 Sanitary Survey inspection report.

P. On July 20, 2021, the Authority informed the Department that the chlorine analyzer at the Griffin Tank entry point had been disabled on July 17, 2021 during a storm, which the Authority failed to report to the Department within one hour of discovery, in violation of 25 Pa. Code § 109.701(a)(3)(iii)(B).

Failure to Continuously Monitor and Record Chlorine Residual Disinfectant Concentration

Q. Section 109.301(1)(i)(D) of the Regulations, 25 Pa. Code § 109.301(1)(i)(D), requires a public water supplier providing filtration and disinfection of surface water sources to continuously monitor and record the chlorine residual disinfectant concentration of the water being supplied to the distribution system. If the continuous monitoring or recording equipment fails, a public water supplier may substitute grab sampling or manual recording every four hours in lieu of continuous monitoring.

R. During the July 21, 2021 inspection, the Authority informed the Department that the Authority had neither been continuously monitoring and recording the chlorine residual disinfectant concentration at the East Dunkard System nor collecting grab samples every four hours since the chlorine analyzer at the Griffin Tank entry point had become disabled on July 17, 2021, in violation of 25 Pa. Code § 109.301(1)(i)(D).

Failure to Perform Sampling and Analysis in Accordance with EPA Method 334.0

S. Section 109.304(a) of the Regulations, 25 Pa. Code § 109.304(a), requires a public water supplier to perform sampling and analysis in accordance with analytical techniques adopted by the Environmental Protection Agency (EPA) or methods approved by the Department. Both the EPA and the Department adopted EPA Method 334.0 for quality assurance of the analysis of chlorine residual disinfectant concentration in drinking water.

T. Section 109.304(c) of the Regulations, 25 Pa. Code § 109.304(c), provides that, other than a water operator who has been certified under the Water and Wastewater Systems Operators' Certification Act, Act of 1968, P.L. 1052, No. 322, *as amended*, 63 P.S. §§ 1001-1016, (certified operator) or an accredited laboratory, a person who takes measurements for

chlorine residual disinfectant concentration must use a standard operating procedure (SOP) approved by a certified operator.

U. On July 21, 2021, the Department reviewed the Authority's records, which showed that the Authority had been chronically failing to perform sampling and analysis for chlorine residual disinfectant concentration in accordance with EPA Method 334.0 by not completing analyst demonstrations of capability, initial/routine verification of handheld/benchtop analysis equipment, and initial/routine verification of on-line analysis equipment, in violation of 25 Pa. Code § 109.304(a). The Department also cited this violation in its July 21, 2021, 2021 Sanitary Survey and January 18, 2022 inspection reports. Additionally, during the January 18, 2022 inspection, the Authority's staff was not yet using SOPs approved by its certified operator, in violation of 25 Pa. Code § 109.304(c). The Authority has subsequently resolved this violation.

Failure to Filter-To-Waste

V. Section 109.703(b)(1) of the Regulations, 25 Pa. Code § 109.703(b)(1), requires a public water supplier using conventional filtration of a surface water source to filter-to-waste for one full filter volume of water and until the filter bed effluent turbidity is less than 0.30 NTU (Nephelometric Turbidity Units) at the normal production flow rate before returning a filter to service, unless an alternate operating technique is properly utilized and complete documentation is maintained.

W. On July 21, 2021, the Authority informed the Department that it failed to filter-to-waste for a full filter volume of water and until turbidity levels were less than 0.30 NTU after filter backwashes and/or upon treatment plant start-up, in violation of 25 Pa. Code

§ 109.703(b)(1). This violation also is cited in the Department's 2021 Sanitary Survey and January 18, 2022 inspection reports.

Failure to Maintain Mechanical Equipment

X. On July 21, 2021, the Authority informed the Department that it had failed to maintain the variable speed mixing system for the clarifier, in violation of 25 Pa. Code § 109.4(3).

Y. During the 2021 Sanitary Survey inspection, the mechanical equipment for the variable speed mixing system was not functioning, and as of the January 18, 2022 inspection, the Authority had not resolved this violation. During the April 7, 2022 inspection, the mixing system was functional. During an April 11, 2022 call with the Department, the Authority informed the Department that it had taken temporary measures to restore the mixer to service but was awaiting parts and equipment fabrication to be able to effect long-term repair. During the August 3, 2022 inspection, the clarifier was not functioning properly. As of the August 3, 2022 inspection, the parts and fabricated equipment were still not obtained.

Failure to Address Turbidity

Z. Section 109.602(a) of the Regulations, 25 Pa. Code § 109.602(a), requires that a public water system be designed to provide an adequate and reliable quantity and quality of water to the public, and to ensure that the system will be capable of providing water that, among other things, meets the filtered water turbidity performance requirements set forth in 25 Pa. Code § 109.202(c).

AA. Section 109.202(c)(1)(i)(A)(IV)(-b-) of the Regulations, 25 Pa. Code § 109.202(c)(1)(i)(A)(IV)(-b-), requires that the filtered water turbidity for a public water system

using conventional filtration and serving fewer than 10,000 people be less than or equal to 1 NTU at all times, measured under 25 Pa. Code § 109.301(1).

AB. Section 109.301(1)(i)(C) of the Regulations, 25 Pa. Code § 109.301(1)(i)(C), requires a public water supplier providing filtration and disinfection of surface water sources to continuously monitor the turbidity level of the Combined Filter Effluent (CFE) using an analytical method specified in the federal regulations and record the results at least every fifteen minutes while the plant is operating.

AC. Section 109.303(b) of the Regulations, 25 Pa. Code § 109.303(b), requires that the samples taken to determine a public water system's compliance with treatment technique and performance monitoring requirements be taken at a point that is as close as practicable to each treatment technique process and that is not influenced by subsequent treatment processes or appurtenances.

AD. On July 21, 2021, the Authority was not accurately conducting continuous monitoring of the turbidity level of the CFE because the East Dunkard System's CFE turbidimeter is located within the clearwell, which is located subsequent to chemical addition, in violation of 25 Pa. Code § 109.303(b). The Department also cited this violation in its 2021 Sanitary Survey and January 18, 2022 inspection reports.

AE. Section 109.602(c) of the Regulations, 25 Pa. Code § 109.602(c), provides that the Department's *Public Water Supply Manual* (Manual) sets forth design standards which the Department finds to be acceptable designs. Alternate designs may be used only if demonstrated to be effective and approved by the Department.

AF. Section IV.D.2.j. of Part II - Community System Design Standards of the Manual (Document Number 383-2125-108) requires that all turbidimeters consistently determine and indicate the turbidity of the water in NTUs.

AG. During the July 21, 2021 inspection, the Authority informed the Department that it had capped the individual filter effluent (IFE) turbidimeters at 2.5 NTU and the CFE turbidimeter at 1.0 NTU, preventing the turbidimeters from consistently determining and indicating the actual turbidity of the East Dunkard System's water, in violation of 25 Pa. Code §§ 109.602(a) and 109.602(c).

AH. In preparation for the July 21, 2021 inspection, the Department reviewed the Authority's records, which showed that the East Dunkard System had experienced numerous turbidity spikes recorded on both the IFE and CFE turbidimeters during the previous twelve months. During the July 21, 2021 inspection, the Authority was unable to demonstrate that it had investigated or corrected the cause(s) of the turbidity spikes, in violation of 25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4).

Failure to Implement a Filter Bed Evaluation Program

AI. Section 109.703(b)(5) of the Regulations, 25 Pa. Code § 109.703(b)(5), requires a public water supplier with filtration facilities to implement a filter bed evaluation program, acceptable to the Department, which includes an evaluation of filter media, filter bed expansion, valves, surface sweep and sampling of filter turbidities over one entire filter run.

AJ. During the July 21, 2021 inspection, the Authority did not have a filter bed evaluation program for the East Dunkard System, in violation of 25 Pa. Code § 109.703(b)(5). The Department also cited this violation in its 2021 Sanitary Survey and January 18, 2022 inspection reports. On July 5, 2022, the Authority submitted a filter bed evaluation program to

the Department; however, the Department identified some deficiencies which the Authority needs to address for the filter bed evaluation program to be considered complete.

Failure to Be Equipped with Plant Shutdown Capabilities

AK. Sections 109.602(g) and 109.602(i) of the Regulations, 25 Pa. Code §§ 109.602(g) and 109.602(i), require, among other things, a public water system that provides filtration of surface water sources to be equipped with specified shutdown capabilities if the facility is not staffed continuously while the plant is operating.

AL. Pursuant to 25 Pa. Code § 109.602(i), these shutdown capabilities are required for the following parameters: IFE turbidity, CFE turbidity, entry point disinfectant residuals, and water levels to maintain adequate contact time (CT) for Giardia inactivation.

AM. During the July 21, 2021 inspection, the Authority informed the Department that, although the East Dunkard System's surface water filtration treatment plant was not staffed continuously, it was not equipped with shutdown capabilities that meet the requirements of 25 Pa. Code § 109.602(i), in violation of 25 Pa. Code §§ 109.602(g) and 109.602(i). The Department also cited this violation in its August 20, 2021 Field Order, 2021 Sanitary Survey inspection report, September 24, 2021 NOV, January 18, 2022 inspection report, January 21, 2022 NOV, January 2022 Field Order and January 26, 2022 inspection report.

Failure to Conduct Quarterly Testing of the Alarm Capabilities

AN. Section 109.703(c)(1) of the Regulations, 25 Pa. Code § 109.703(c)(1), requires the Authority to test the alarm capabilities at least quarterly and document the results in the plant's operational log.

AO. During the July 21, 2021 inspection, the Authority informed the Department that it was chronically failing to conduct quarterly testing of the alarm capabilities, in violation of

25 Pa. Code § 109.703(c)(1). The Department cited this violation again in its August 20, 2021 Field Order, January 18, 2022 inspection report, January 21, 2022 NOV and February 4, 2022 inspection report. In its January 21, 2022 NOV, the Department identified this violation as a significant deficiency, informed the Authority of its obligations under 25 Pa. Code § 109.717, and requested that the Authority notify the Department within 30 days of completing the corrective action for this significant deficiency.

AP. The Department identified the violations described in Paragraphs O, P, U, W, AD, AH and AJ, above, as significant deficiencies in its July 21, 2021 inspection report, the August 11, 2021 NOV and/or the September 24, 2021 NOV. The August 11, 2021 NOV also informed the Authority of its obligations under 25 Pa. Code § 109.717, and requested that the Authority notify the Department within 30 days of completing the corrective action for each significant deficiency.

AQ. The December 13, 2021 NOV informed the Authority of, among other things, its failure to correct the significant deficiencies identified in Paragraphs U, W, AD, AH and AJ, above, within 120 days, which was December 10, 2021, in violation of 25 Pa. Code § 109.717. In the December 13, 2021 NOV, the Department requested that the Authority: correct each of the significant deficiencies, notify the Department when completed, issue Tier 2 Public Notice to its customers within thirty days, and submit a copy of the Public Notice and a certification form to the Department within ten days of issuance.

August 12, 2021 Field Order

AR. On August 11, 2021, at 1:04 p.m., the Authority notified the Department that, on the evening of August 10, 2021, the Authority had experienced a power outage at its water treatment plant. For more than one hour that evening, the Authority pumped water from its

clearwell to the distribution system with a turbidity of 1 NTU or greater. Because the Authority had, at that time, capped its CFE turbidimeter, located in the clearwell, at 1.0 NTU, the turbidimeter was unable to record turbidities above 1 NTU.

AS. The East Dunkard System's turbidity readings of 1.0 NTU for more than one hour were indicative of a breakdown of filtration treatment adequate to ensure the protection of public health and a failure to provide and effectively operate and maintain public water system facilities, in violation of 25 Pa. Code §§ 109.202(c)(1)(i)(A)(IV)(-b-), 109.4(2) and 109.4(3).

AT. In addition, the Authority failed to notify the Department of this breakdown in treatment, as described in Paragraph AS, above, within one hour, in violation of 25 Pa. Code §§ 109.701(a)(3)(i) and 109.701(a)(3)(iii)(B), which the Department cited in its August 16, 2021 and 2021 Sanitary Survey inspection reports and September 24, 2021 NOV.

AU. On August 12, 2021, the Department issued Field Order No. 21-9540-001 to the Authority (August 12, 2021 Field Order), citing the violations described in Paragraphs AS and AT, above, and directing the Authority to: issue a Tier 1 public notice in the form of a boil water advisory, flush the affected portions of the East Dunkard System, conduct total coliform sampling, and take other appropriate actions necessary to correct the violations.

AV. In the August 23, 2021 NOV, the Department identified the violations outlined in Paragraphs AS and AT, above, as significant deficiencies, informed the Authority of its obligations under 25 Pa. Code § 109.717, and requested that the Authority notify the Department within 30 days of completing the corrective action for each significant deficiency.

August 16, 2021 Inspection

AW. Section 13(a) of the SDWA, 35 P.S. § 721.13(a), provides that it is the duty of any person to proceed diligently to comply with any order issued pursuant to Section 5 of the Act.

AX. On August 16, 2021, the Department inspected the East Dunkard System and, as of that date, the Authority had not complied with the August 12, 2021 Field Order. Specifically, the Authority failed to correctly or fully complete the required public notice, flushing, and coliform sampling, in violation of the August 12, 2021 Field Order and 35 P.S. § 721.13(a).

August 20, 2021 Field Order

AY. As described in Paragraph AM, above, the Authority continued its practice of failing to continuously staff its surface water treatment plant while the water treatment plant was operating, despite the water treatment plant not being equipped with shutdown capabilities for IFE turbidity, CFE turbidity, entry point disinfectant residuals, and water levels to maintain adequate contact time (CT) for Giardia inactivation, in violation of 25 Pa. Code §§ 109.602(g) and 109.602(i).

AZ. As a result, on August 20, 2021, the Department issued Field Order No. 53-21-1627-022 (August 20, 2021 Field Order) to the Authority, which directed the Authority, among other things, to submit to the Department daily its IFE and CFE turbidity readings, entry point free chlorine disinfectant residual readings, and 1-Log Giardia inactivation calculation data as well as information regarding relevant events or factors that might affect the Authority's monitoring data.

BA. Although the Authority installed an automatic shutdown system subsequent to the issuance of the August 20, 2021 Field Order, the automatic shutdown system is inadequate

because it only shuts down the operation of the East Dunkard System's high service pumps. It neither prevents water from entering the distribution system (from the Griffin tank) if a chlorine disinfectant residual is not maintained at the entry point nor meets the minimum contact time requirements.

BB. In the August 20, 2021 Field Order, the Department also cited the Authority for its failure to provide and effectively operate and maintain the public water system facilities and failure to take the necessary investigative or corrective action at the East Dunkard System to assure that safe and potable water was continuously supplied to the consumers, including the failure to properly complete the public notification, flushing and coliform sampling as directed in the August 12, 2021 Field Order, in violation of the August 12, 2021 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code §§ 109.4(3), 109.(4) and 109.411(b).

2021 Sanitary Survey Inspection

BC. During the 2021 Sanitary Survey inspection, the Department cited the following violations, among others:

Failure to Program Software Correctly

BD. During the 2021 Sanitary Survey inspection, the East Dunkard System's filter software was not programmed to utilize turbidity as a parameter to determine when filter-to-waste should end and water production to the clearwell should begin, but instead, simply operated off a timed program. Further, the Authority indicated that it had not maintained its backwash program for years and the East Dunkard System's filter software turbidity readings were approximately one-half of the recently calibrated IFE turbidimeters' readings. The above conditions were in violation of 25 Pa. Code § 109.4.

Lack of Filter Waste-Holding Capacity

BE. During the 2021 Sanitary Survey inspection, in addition to the filter-related violations observed during the July 21, 2021 inspection, the East Dunkard System had: 1) a significant lack of filter waste-holding capacity in the clarifier and the sludge and backwash lagoon; 2) mud balls forming on the filter(s); 3) uneven filter media and the sand and anthracite had mixed in the filter(s); 4) an insufficient filter backwashing SOP; and 5) installed the CFE turbidimeter in the wrong location, in violation of 25 Pa. Code § 109.4.

BF. Also during the 2021 Sanitary Survey inspection, the sludge blanket in the upflow-solids-contact clarifier at the East Dunkard System extended beyond the freeboard, and the sludge in the backwash lagoon was filled to the top of the riser, in violation of 25 Pa. Code § 109.4.

BG. In addition, the Authority was not cleaning the lagoon frequently enough to prevent excessive sludge buildup and water short circuiting, in violation of 25 Pa. Code § 109.4.

BH. The January 18, 2022 inspection report documented that the Authority still lacked an adequate filter backwashing SOP and, because of the lack of waste-holding capacity at that time, the Authority was not performing filter backwashes as often as needed, in violation of 25 Pa. Code § 109.4. In late March and early April 2022, the Authority cleaned out the lagoon and the clarifier.

Failure to Provide Appropriate Safety Equipment

BI. During the 2021 Sanitary Survey inspection, the East Dunkard System lacked appropriate safety equipment and procedures in the treatment plant, in violation of 25 Pa. Code §§ 109.4 and 109.602. Specifically, the East Dunkard System did not have a reliable, working

exhaust fan or leak-detection alarm in the chlorine room, and had no self-contained breathing apparatus (SCBA). Further, the Authority had no SOP for changing its chlorine cylinders.

BJ. Prior to the Department's January 18, 2022 inspection, the Authority procured a SCBA unit, but had not fully resolved these violations because the age and inspection history of the unit were unknown, replacement cartridges for the face mask could not be located, the exhaust fan had not been repaired or replaced, and the Authority still did not have an automatic chlorine leak detector with an alarm.

BK. Prior to the March 16, 2022 inspection, the Authority installed a new fan in the chlorine gas room but no longer had a SCBA unit. In April 2022, the Authority informed the Department that it had obtained a new SCBA unit and masks and was making arrangements to train and fit staff to use the equipment.

Failure to Provide Secondary Containment

BL. Section V.C.2.d.(2) of Part II - Community System Design Standards of the Manual requires liquid chemical storage tanks to have an overflow and a receiving basin or drain capable of receiving accidental spills or overflows.

BM. During the 2021 Sanitary Survey inspection, the DelPAC tanks, orthophosphate drums and caustic soda storage lacked an overflow and a receiving basin or drain capable of receiving accidental spills or overflows to prevent an accidental discharge, in violation of 25 Pa. Code § 109.602(c). The Department cited this violation again in its January 18, 2022 inspection report, among others. As of the date of this Order, the Authority has only demonstrated secondary containment for the caustic soda storage.

Failure to Prevent Unauthorized Access to the Pump Station

BN. Section VI.B.1.d. of Part II - Community System Design Standards of the Manual requires a pumping station to be protected to prevent vandalism and entrance by animals or unauthorized persons.

BO. During the 2021 Sanitary Survey inspection, the Bald Hill pump station was not locked or otherwise protected against unauthorized access, in violation of 25 Pa. Code § 109.602(c).

Failure to Provide Cross-Connection Controls

BP. During the 2021 Sanitary Survey inspection, cross-connection controls were not in place between potable and non-potable water in the water treatment plant, in violation of 25 Pa. Code § 109.608. Specifically, there were hoses on the ground in the plant that could allow cross-connections between chemicals and taps. The Authority has subsequently resolved this violation.

Failure to Inspect or Clean Clearwells

BQ. Section 109.602(b) of the Regulations, 25 Pa. Code § 109.602(b), requires designs of public water facilities to conform to accepted standards of engineering and design in the water supply industry and to provide protection from failures of source, treatment, equipment, structures or power supply.

BR. During the 2021 Sanitary Survey inspection, the Authority informed the Department that it was not inspecting or cleaning the water storage clearwells on a routine basis, contrary to the recommendation of American Water Works Association (AWWA) Standard M42 and in violation of 25 Pa. Code §§ 109.4 and 109.602(b). As of the January 18, 2022 inspection, the Authority had not resolved this violation.

Failure to Maintain O&M Plan

BS. Section 109.702(a) of the Regulations, 25 Pa. Code § 109.702(a), requires a community water supplier to develop an operation and maintenance plan (O&M plan) in accordance with the guidelines contained in the Manual.

BT. During the 2021 Sanitary Survey inspection, the Authority's existing O&M plan did not contain all of the required elements, in violation of 25 Pa. Code § 109.702(a). On July 5, 2022, the Authority submitted an O&M plan to the Department; however, the Department identified some deficiencies, which the Authority needs to address for the O&M plan to be complete.

Failure to Maintain Comprehensive Monitoring Plan

BU. Section 109.718(a) of the Regulations, 25 Pa. Code § 109.718(a), requires a community water supplier to develop a comprehensive monitoring plan that contains specified minimum elements to assure that all sources, purchased interconnections and entry points are included in compliance monitoring for the system.

BV. During the 2021 Sanitary Survey inspection, the Authority did not have a comprehensive monitoring plan that contained all of the required elements, in violation of 25 Pa. Code § 109.718(a). On July 5, 2022, the Authority submitted a comprehensive monitoring plan to the Department; however, the Department identified some deficiencies which the Authority needs to address for the comprehensive monitoring plan to be considered complete.

Failure to Submit Certification for USSP

BW. Section 109.708(a) of the Regulations, 25 Pa. Code § 109.708(a), requires a community water supplier to submit to the Department a certification verifying completion of an uninterrupted system service plan (USSP) for the public water system to ensure operation of the

sources, treatment and pumping facilities necessary to ensure that safe and potable water is continuously supplied to users of the public water system. For a public water system that serves a population of 4,200, the USSP certification should have been submitted by August 17, 2020.

BX. As of the 2021 Sanitary Survey inspection, the Authority failed to submit to the Department a certification verifying completion of a USSP for the East Dunkard System containing all of the required elements, in violation of 25 Pa. Code § 109.708(a).

BY. As of the October 28, 2021 inspection, the Authority still had not submitted to the Department a certification verifying that the Authority had completed a USSP for the East Dunkard System containing all of the required elements, in violation of 25 Pa. Code § 109.708(a). In the October 28, 2021 inspection report, the Department requested that the Authority submit a USSP certification form to the Department no later than November 30, 2021. Also, in the October 28, 2021 NOV, the Department requested that the Authority develop a USSP for the East Dunkard System and submit the USSP certification form to the Department by November 30, 2021. On July 5, 2022, the Authority submitted a USSP to the Department; however, the Department identified some deficiencies which the Authority needs to address for the USSP to be considered complete. Although the Authority submitted the certification of its completion of a USSP for the East Dunkard System as required by 25 Pa. Code § 109.708(a) on July 13, 2022, the Authority did not confirm that the deficiencies identified by the Department were addressed.

Failure to Maintain Updated Emergency Response Plan

BZ. Section 109.707(a) of the Regulations, 25 Pa. Code § 109.707(a), requires a community water supplier to develop an emergency response plan that conforms to the guidelines contained in the Manual and contains specified minimum elements. Section

109.707(c) of the Regulations, 25 Pa. Code § 109.707(c), requires a public water supplier to review and update its emergency response plan at least annually.

CA. As of the 2021 Sanitary Survey inspection, the Authority had not updated its emergency response plan since at least 2016, in violation of 25 Pa. Code § 109.707(c). On July 5, 2022, the Authority submitted an emergency response plan to the Department; however, the Department identified some deficiencies, which the Authority needs to address for the emergency response plan to be considered complete.

CB. In the September 24, 2021 NOV, the Department identified the violations described in Paragraphs BE, BG and BI, above, as significant deficiencies, informed the Authority of its obligations under 25 Pa. Code § 109.717 regarding these significant deficiencies, and requested that the Authority notify the Department within 30 days of completing the corrective action for each significant deficiency.

CC. In the January 21, 2022 NOV, the Department informed the Authority of, among other things, its failure to correct the significant deficiencies identified in Paragraphs BE, BG and BI, above, within 120 days of notice, which was provided on January 21, 2022, in violation of 25 Pa. Code § 109.717. In the January 21, 2022 NOV, the Department requested that the Authority: correct each of the significant deficiencies, notify the Department when completed, issue Tier 2 Public Notice to its customers within thirty days, and submit a copy of the Public Notice and a certification form to the Department within ten days of issuance.

January 23, 2022 Turbidity Spike

CD. On January 23, 2022, IFE turbidity readings on filters 3 and 4 at the East Dunkard System exceeded 1.0 NTU (as high as 4.08 NTU), and the CFE turbidity readings exceeded

1.0 NTU (as high as 1.25 NTU), indicating a breakdown in treatment, in violation of 25 Pa. Code §§ 109.4 and 109.202(c)(1)(i)(A)(IV)(-b-).

CE. The Authority failed to notify the Department within one hour of the breakdown in treatment at the East Dunkard System, in violation of 25 Pa. Code § 109.701(a)(3)(iii)(B).

CF. Additionally, the Authority did not submit the daily IFE and CFE turbidity data for January 23, 2022 to the Department as required, in violation of the August 20, 2021 Field Order and 35 P.S. § 721.13(a). Only after the Department contacted the Authority on January 25, 2022 and requested the missing data, did the Authority submit that information to the Department.

January 25, 2022 Inspection and Field Order

CG. On January 25, 2022, after the Authority submitted data showing the turbidity spikes that occurred on January 23, 2022, the Department conducted an inspection at the East Dunkard System and at that time, circumstances existed with the conventional filtration treatment that adversely affected the quantity or quality of the water being produced, in violation of 25 Pa. Code § 109.4, as more specifically described in Paragraphs CH, CJ and CK, below.

CH. Although turbidity readings at the East Dunkard System on January 23, 2022 had exceeded the automatic shutdown setpoints, the plant did not shut down, in violation of 25 Pa. Code § 109.4. Additionally, the Authority failed to provide one-hour notification to the Department of this imminent threat situation occurring with the conventional filtration treatment, in violation of 25 Pa. Code § 109.701(a)(3)(i).

CI. Section 109.202(c)(1)(ii)(A) of the Regulations, 25 Pa. Code § 109.202(c)(1)(ii)(A), requires that the combined total effect of disinfection processes utilized in

a filtration plant must achieve at least 1.0-log inactivation of Giardia cysts and 3.0-log inactivation of viruses, also known as “LogG”.

CJ. On January 25, 2022, the Authority submitted data that showed that it failed to provide at least 1.0-log inactivation of Giardia at the East Dunkard System for more than four hours that morning, in violation of 25 Pa. Code §§ 109.4 and 109.202(c)(1)(ii)(A). The Authority also failed to provide one-hour notification to the Department of this imminent threat situation occurring with the conventional filtration treatment, in violation of 25 Pa. Code § 109.701(a)(3)(i).

CK. During the January 25, 2022 inspection, the Authority informed the Department that employees of the Authority, who are not certified operators, were making process control decisions for the East Dunkard System without using SOPs or consulting with the Authority’s certified operator, in violation of 25 Pa. Code § 109.4.

CL. On January 25, 2022, the Department issued Field Order No. 22-55-1627-029 to the Authority (January 2022 Field Order) citing the violations described in Paragraphs CD, CE, CG, CH, CJ and CK, above, as well as the Authority’s failure to have automatic shutdown capabilities installed at the proper locations, in violation of 25 Pa. Code § 109.4. The January 2022 Field Order, which is attached hereto and marked as Appendix A, once again, directed the Authority, among other things, to: 1) not operate the East Dunkard System without: i) a properly certified operator present; ii) staff using SOPs written by a certified operator; or iii) making process control decisions in consultation with a certified operator; and 2) increase and maintain the free chlorine residual at the entry point to at least 1.5 mg/L until receiving written approval from the Department to reduce it .

CM. In the January 31, 2022 NOV, the Department identified the violations described in Paragraphs CG, CH and CJ, above, as significant deficiencies, informed the Authority of its obligations under 25 Pa. Code § 109.717 regarding these significant deficiencies, and requested that the Authority notify the Department within 30 days of completing the corrective action for each significant deficiency.

January 26, 2022 Administrative Inspections

CN. On January 26, 2022, the Authority informed the Department that it had failed to submit turbidity data, chlorine residual data, and 1-Log Giardia inactivation data for January 22, 2022, in violation of the August 20, 2021 Field Order. Additionally, the Authority failed to submit the daily turbidity and chlorine disinfectant residual data for January 23, 2022 to the Department until January 25, 2022, and failed to include information regarding relevant events or factors which affected that data, in violation of the August 20, 2021 Field Order.

CO. During the second January 26, 2022 inspection, the Authority informed the Department that on January 25 and 26, 2022, the Authority had operated the plant without the plant being staffed continuously while the plant was in operation, in violation of the August 20, 2021 Field Order, January 2022 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code § 109.4.

CP. In the January 31, 2022 NOV, the Department identified the violation described in Paragraph CO, above, as a significant deficiency, informed the Authority of its obligations under 25 Pa. Code § 109.717 regarding this significant deficiency, and requested that the Authority notify the Department within 30 days of completing the corrective action for the significant deficiency.

February 4, 2022 Inspection

CQ. On January 30, 2022 and February 3, 2022, the turbidity readings at the East Dunkard System were erratic. For example, on February 3, 2022, the IFE turbidity on Filter 4 had readings as high as 10 NTU.

CR. As documented in the February 4, 2022 inspection report, the Authority failed to provide information regarding relevant events or factors affecting its erratic turbidity readings on January 30, 2022 and February 3, 2022, in violation of the August 20, 2021 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code § 109.4.

CS. The Authority failed to provide one-hour notification to the Department of the Authority's failure to meet the treatment technique requirements for turbidity on January 30, 2022 and February 3, 2022, as described in Paragraph CR, above, in violation of 25 Pa. Code § 109.701(a)(3).

CT. In addition, on February 4, 2022, the Authority informed the Department that it allowed uncertified staff to make process control decisions at the East Dunkard System on January 30, 2022 and February 4, 2022, in violation of the January 2022 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code § 109.4.

CU. On February 4, 2022, the Authority informed the Department that the free chlorine disinfectant residual concentration at the entry point to the East Dunkard System on February 3, 2022 was less than 1.5 mg/L from 11:32 a.m. to 9:22 p.m., in violation of the January 2022 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code § 109.4.

February 23, 2022 Administrative Inspection

CV. On February 22, 2022, the Authority failed to include information regarding relevant events or factors which affected the February 21, 2022 data that the Authority submitted

to the Department on February 22, 2022, in violation of the August 20, 2021 Field Order, 35 P.S. § 721.13(a) and 25 Pa. Code § 109.4.

March 11, 2022 Field Order

CW. On March 10, 2022, the IFE turbidities for filters 1, 2 and 4 exceeded 1 NTU at the East Dunkard System, indicating a breakdown in treatment. The high turbidity water entered the clearwell, was not properly flushed and was capable of entering the distribution system.

CX. On March 11, 2022, the Department issued Field Order 22-52-1627-032 (March 2022 Field Order) to the Authority for the breakdown in treatment and failure to provide and effectively operate and maintain the public water facilities at the East Dunkard System on March 10, 2022, in violation of 25 Pa. Code §§ 109.4(2), 109.4(3) and 109.4(4). Additionally, the March 2022 Field Order cited the Authority for allowing employees of the Authority who are not certified operators to make process control decisions for the East Dunkard System without using SOPs approved by the certified operator or consulting with the certified operator, in violation of the January 2022 Field Order, 35 P.S. § 721.13 and 25 Pa. Code § 109.4. Finally, the March 2022 Field Order cited the Authority's failure to notify the Department within one hour of the high turbidity results indicating a breakdown in treatment, in violation of 25 Pa. Code § 109.701(a)(3).

CY. The March 2022 Field Order, which is attached hereto and marked as Appendix B, once again directed the Authority, among other things, to not operate the water treatment plant without: i) a certified operator present; ii) staff using SOPs written by the certified operator; or iii) making process control decisions in consultation with the certified operator.

CZ. The violations described in Paragraphs O, P, R, U, W, X, AD, AG, AH, AJ, AM, AO, AQ, AS, AT, AX, AY, BB, BD, BE, BF, BG, BH, BI, BM, BO, BP, BR, BT, BV, BX, BY,

CA, CC, CD, CE, CF, CG, CH, CJ, CK, CL, CN, CO, CR, CS, CT, CU, CV and CX, above, constitute public nuisances under Section 12 of the SDWA, 35 P.S. § 721.12, and subject the Authority and the Association to civil penalty liability under Section 13(g) of the SDWA, 35 P.S. § 721.13(g).

ORDER

NOW therefore, pursuant to its authority under Sections 5 and 13(a) of the SDWA, 35 P.S. §§ 721.5 and 721.13(a), and Section 1917-A of the Administrative Code, 71 P.S. 510-17, the Department hereby orders the Authority and the Association (collectively, the “Responsible Parties”), jointly and severally, to complete the following actions in accordance with the deadlines specified below:

1. The Responsible Parties shall comply with all corrective action requirements and deadlines set forth in Paragraphs 2-15, below, but may cease compliance with the requirements of Paragraphs 3, 4, 5, 6, 7, 10, 12 and 13 if and at such time as the Responsible Parties:

- a. are obtaining all water for the East Dunkard System from SPWA or another permitted public water system;
- b. have permanently removed the water treatment plant from service; and
- c. have submitted a request to the Department to rescind their Public Water Supply Permits for the intake, water treatment plant and associated facilities.

2. Beginning immediately upon receipt of this Order, all process control decisions at the East Dunkard System shall be made by either: (a) an appropriately certified operator; (b) staff operating under Standard Operating Procedures (SOPs) approved by the “operator-in-responsible-charge,” as defined in 25 Pa. Code § 302.101, for the East Dunkard System; or (c) staff operating in consultation with the certified operator for the East Dunkard System as any and

all “process control decisions,” as defined in 25 Pa. Code § 302.101, are made. All SOPs shall conform to the requirements outlined in 25 Pa. Code § 302.1204.

3. Beginning immediately upon receipt of this Order, and continuing unless and until the Department has confirmed in writing that the Responsible Parties have installed automatic shutdowns as required under 25 Pa. Code § 109.602(g), the Responsible Parties shall not operate the water treatment plant at the East Dunkard System without the water treatment plant being staffed continuously while the plant is operating. Should the Responsible Parties elect to install new automatic shutdowns at the water treatment plant, the Responsible Parties shall install one or more shutdown devices at all location(s) as necessary to prevent water that does not meet regulatory requirements from entering the distribution system and shall maintain normal operating pressures in accordance with 25 Pa. Code § 109.607. Prior to the installation of new automatic shutdowns, the Responsible Parties shall submit to the Department a complete, accurate and technically sufficient Public Water Supply Permit application.

4. Beginning immediately upon receipt of this Order, after each backwash and at each startup, the Responsible Parties shall filter-to-waste for: a) at least one full filter volume; and b) until turbidity levels are less than 0.30 NTU in accordance with 25 Pa. Code § 109.703(b)(1).

5. Beginning immediately upon receipt of this Order, the Responsible Parties shall utilize the average of IFE turbidity readings from all active filters for the determination of compliance with the Safe Drinking Water Regulations, including but not limited to 25 Pa. Code § 109.202(c)(1)(A), and reporting requirements related to the CFE turbidity. This requirement shall remain in effect until the Department confirms in writing that a CFE turbidimeter is

properly located before additional chemical treatment and storage, or an alternative that has been approved by the Department in writing has been implemented.

6. Beginning immediately upon receipt of this Order, pursuant to 25 Pa. Code §§ 109.302(a) and 109.302(b), the Responsible Parties shall sample for iron and manganese at all of the East Dunkard System's Revised Total Coliform Rule (RTCR) sample sites at the same date and time that RTCR monitoring is conducted each month. As each interconnection with SPWA or another permitted public water system is placed into operation, the Responsible Parties shall ensure that the interconnection zone is represented in the RTCR sample site plan or shall submit to the Department a revised plan within ten (10) days from the date of issuance of the operation permit for that particular interconnection. The Responsible Parties shall continue to conduct the iron and manganese sampling until notified in writing by the Department to cease. Analysis for iron and manganese shall be conducted by an accredited laboratory using an EPA Standard Method for Drinking Water. The Responsible Parties shall electronically submit the sample results to the Department on a monthly basis through the Drinking Water Electronic Lab Reporting (DWELR) system by the 10th day of the following month. If the sample results exceed the Maximum Contaminant Level for iron or manganese, or if the manganese finished water sample results are above the EPA Health Advisory Level of 0.3 mg/L, the Responsible Parties shall notify the Department within one (1) hour of their receipt of the exceeding sample result(s) in accordance with 25 Pa. Code § 109.701(a)(3)(iii), and shall consult with the Department within twenty-four (24) hours of their receipt of the exceeding sample result(s) concerning corrective actions.

7. a. No later than October 14, 2022, the Responsible Parties shall obtain a complete evaluation of all filters at the East Dunkard System (Filter Evaluation) and submit a

written report with the results of the evaluation, along with recommended improvements, to the Department (Filter Evaluation Report). The Filter Evaluation and the Filter Evaluation Report shall be completed by an independent third-party consultant selected by the Responsible Parties and qualified to assess the performance of, diagnose problems with, and recommend improvements for public water system filters. The Responsible Parties shall notify the Department at least seven (7) days in advance of the date(s) the Filter Evaluation will take place, so that Department representatives, if available, may be present for the Filter Evaluation.

b. No later than November 14, 2022, the Responsible Parties shall submit to the Department for approval a Filter Corrective Action Plan for the filters, which shall contain a schedule to implement the improvements identified in the Filter Evaluation Report required under Paragraph 7.a., above. The Filter Corrective Action Plan shall include a submission date for either: i) an application for a Public Water Supply Permit pursuant to 25 Pa. Code § 109.503(b)(1) if the improvements identified in the Filter Evaluation Report include any “substantial modifications,” as that term is defined in 25 Pa. Code § 109.1, which require a permit amendment; or ii) a written request for a minor permit amendment pursuant to 25 Pa. Code § 109.503(b)(2) if the improvements do not include any “substantial modifications. The Responsible Parties shall implement the Filter Corrective Action Plan as approved by the Department in accordance with the schedule approved by the Department.

8. No later than September 30, 2022, the Responsible Parties shall complete an Emergency Response Plan for the East Dunkard System that meets all the requirements of 25 Pa. Code § 109.707. The Responsible Parties shall notify the Department within 24 hours of completion, implement the Emergency Response Plan, maintain the Emergency Response Plan on-site, and provide it to the Department upon request.

9. No later than September 30, 2022, the Responsible Parties shall submit to the Department a revised Uninterrupted System Service Plan (DEP Form No. 3910-FM-BSDW0575) that addresses the deficiencies identified by the Department and a replacement certification verifying completion of an Uninterrupted System Service Plan (DEP Form No. 3910-FM-BSDW0576) for the East Dunkard System that meets all the requirements of 25 Pa. Code § 109.708(a). If the revised Uninterrupted System Service Plan and replacement certification identify deficiencies at the East Dunkard System, the Responsible Parties, within six (6) months from the date of the Uninterrupted System Service Plan certification, shall comply with the requirements of 25 Pa. Code § 109.708(c).

10. a. No later than October 14, 2022, the Responsible Parties shall obtain a complete evaluation of the clarifier system (Clarifier Evaluation) at the East Dunkard System and submit a written report with the results of the evaluation, along with recommended improvements, to the Department (Clarifier Evaluation Report). The Clarifier Evaluation and the Clarifier Evaluation Report shall be completed by an independent third-party consultant selected by the Responsible Parties and qualified to assess the performance of, diagnose problems with, and recommend improvements for public water system clarifier systems. The Responsible Parties shall notify the Department at least seven (7) days in advance of the date(s) the Clarifier Evaluation will take place, so that Department representatives, if available, may be present for the Clarifier Evaluation.

b. No later than November 14, 2022, the Responsible Parties shall submit to the Department for approval a Clarifier Corrective Action Plan for repair of the clarifier system at the water treatment plant, which shall contain a schedule to implement the improvements identified in the Clarifier Evaluation Report required under Paragraph 10.a., above.

c. In the event the Department determines that a permit is required for the clarifier system improvements, the Responsible Parties shall submit an application for a Public Water Supply Permit to the Department within sixty (60) days from the date of Department notification that a permit is required and shall complete the improvements within thirty (30) days from the date the permit is issued. In the event the Department determines that a permit is not required for the clarifier system improvements, the Responsible Parties shall complete the improvements within thirty (30) days from the date of Department notification that no permit is required.

11. No later than September 30, 2022, the Responsible Parties shall develop, implement and submit to the Department a comprehensive monitoring plan that meets all of the requirements of 25 Pa. Code § 109.718.

12. No later than September 30, 2022, the Responsible Parties shall develop and submit to the Department a filter bed evaluation program that meets all of the requirements of 25 Pa. Code § 109.703(b)(5) using the Department's Filter Bed Evaluation Program Results Form (DEP Form No. 3910-FM-BSDW0571). By October 31, 2022, the Responsible Parties shall implement the filter bed evaluation program, including modifications by the Department, if any. The Responsible Parties shall submit a copy of the results of the first two quarterly filter bed evaluations to the Department by the 10th day of the month following the quarter in which the filter bed evaluation was conducted.

13. No later than December 30, 2022, the Responsible Parties shall install an overflow and a receiving basin or drain capable of receiving accidental spills or overflows for the DelPAC tanks and orthophosphate drums at the water treatment plant to prevent accidental discharge in the event of a spill or overflow.

14. In the event the Department makes a written request for revisions to any submittal required by this Order, the Responsible Parties shall provide the requested revisions to the Department within the time requested.

15. Permit applications shall be submitted to the appropriate regional office of the Department as per the application instructions. Any other submittal required by this Order shall be submitted to the attention of:

Gail Guenther
Environmental Protection Compliance Specialist
PA Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh PA 15222
RA-EPSWSDW@pa.gov

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board) pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's Rules of Practice and Procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-

787-3483. The Notice of Appeal form and the Board's rules are also available in Braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

**FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:**



Renee Diehl
Environmental Protection Program Manager
Safe Drinking Water Program
Southwest Regional Office

APPENDIX

A



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

FIELD ORDER

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-55-1627-029
LOCATION 2790 South Eighty-Eight Road / Dilliner, PA 15327	MUNICIPALITY Dunkard Township	COUNTY Greene
PERSON TO WHOM ORDER IS DIRECTED East Dunkard Water Authority	TELEPHONE NUMBER (724) 943-3713	
MAILING ADDRESS PO Box 241 / Dilliner, PA 15327		
NAME AND TITLE OF PERSON SERVED Tracy Pekar, Vice-Chair	DATE ORDER SERVED 1/25/2022	
<p>The Commonwealth of Pennsylvania, the Department of Environmental Protection ("Department"), has made the following Findings of Fact:</p> <ol style="list-style-type: none"> 1. The Department is the agency with authority to administer and enforce the Pennsylvania Safe Drinking Water Act, the Act of May 1, 1984, P.L. 206, No. 43, 35 P.S. §§721.1-721.19 ("SDWA"), and Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, as amended, 71 P.S. §510-17, and the regulations of the Environmental Quality Board adopted pursuant thereto. 2. The person named above to whom this order is directed ("Recipient") owns and/or operates a public water system at the location identified above. 3. The undersigned authorized representative of the Department conducted an inspection of the public water system identified above on <u>1/25/2022</u>. 4. The operation of this water system with the violation(s) identified in this Order is a violation of the Sections of the Department's regulations cited herein and the SWDA and constitutes a public nuisance under Section 12 of the SDWA, 35 P.S. §721.12. 5. Section 13 of the SDWA, 35 P.S. §721.13, provides that the Department may assess a civil penalty of up to Five Thousand Dollars (\$5,000.00) per day for each violation of the SDWA. 		
<p>Description of Violation:</p> <p>The water treatment plant experienced a breakdown in treatment on January 23, 2022, as indicated by individual filter effluent turbidities on filters 3 & 4 exceeding 1.0 NTU (as high as 4.08 NTU) between 08:07 AM and 12:19 PM. Additionally, the combined filter effluent turbidity exceeded 1.0 NTU with readings as high as 1.25 NTU during that same time period. This data is indicative of a breakdown of adequate filtration treatment to ensure that public health is protected and a failure to provide and effectively operate and maintain public water system facilities.</p>		
<p>Location of Violation:</p> <p>East Dunkard Water Treatment Plant</p>		
<p>Provisions of Regulation, Statute or Permit Violated:</p> <p>25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4)</p>		



FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-55-1627-029
Description of Violation: The Certified Operator for the East Dunkard Public Water System informed the Department that the non-certified plant staff that were present at the water treatment plant during the turbidity treatment breakdown were making process control decisions without either standard operating procedures or without his knowledge/approval .		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4)		
Description of Violation: The public water supplier failed to notify the Department within one (1) hour of the high turbidity results, which indicated a breakdown in treatment.		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.701(a)(3) and 109.408(b)(2)		



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF SAFE DRINKING WATER

FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-55-1627-029
Description of Violation: The public water supplier failed to provide and effectively operate and maintain public water facilities by failing to ensure that the combined total effect of disinfection processes utilized in its filtration plant is achieving at least a 90% inactivation of Giardia cysts and a 99.9% inactivation of viruses, as determined by CTs and measurement methods established by the EPA. On January 25, 2022, East Dunkard Water Authority provided data to the Department indicating that the <i>Giardia</i> inactivation for the system was 0.76 log (<90% inactivation) at 8:11 AM. 1.0 log inactivation of Giardia cysts has not yet been restored and more than 4-hours have passed.		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.4, 109.202(c)(1)(ii).		
Description of Violation: The water treatment plant is a surface water treatment facility that is operated unmanned but is not equipped with automatic shut-down capability at the proper locations. Currently, the water treatment plant is designed to shut down operations of the high service pumps after a turbidity exceedance; however, on January 23, 2022, the individual filter effluent turbidity increases failed to cease operations of the facility. Additionally, the entry point chlorine residual shutdown is not located at the entry point to the distribution system, therefore, inadequately disinfected water would not be prevented from entering the distribution system.		
Location of Violation East Dunkard Water Treatment Plant and Entry Point		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.4, 109.703(c)(1)		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-55-1627-029
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Pursuant to Sections 5, 10 and 12 of the SDWA, 35 P.S. §§721.5, 721.10 and 721.12; and Section 1917-A of the Administrative Code of 1929, 71 P.S. §510-17, it is hereby ordered that the owner shall perform the corrective actions listed below within the designated time.

Corrective Action/Abatement Schedule Required:

1. Effective immediately upon receipt of this Field Order, East Dunkard Water Authority shall not operate the water treatment plant without the presence of: a) a Certified Operator, b) staff operating under Standard Operating Procedures written by the Certified Operator, or c) staff operating the facility while consulting with the Certified Operator whenever process control decisions are being made.
2. As soon as possible, but no later than 24 hours after receipt of this Field Order, the public water supplier shall issue a Tier 1 public notification (PN) in the form of a Boil Water Advisory to all persons served by the East Dunkard Water Authority public water system in accordance with the provisions of 25 Pa. Code Sections 109.407, 109.408 and 109.411. Copies of the Tier 1 PN along with the certification form shall be submitted to the Department within ten (10) days of issuance in accordance with 25 Pa. Code Section 109.701(a)(4). The public water supplier shall maintain the Tier 1 PN until the Department notifies the public water supplier in writing that the Boil Water Advisory may be lifted.
3. Within 24 hours of receipt of this Field Order, East Dunkard Water Authority shall investigate and address the causes of the increases in filtrate turbidity and decrease in *Giardia* inactivation. East Dunkard Water Authority shall provide the Department with a summary of necessary improvements to restore and ensure ongoing compliance with these requirements, including a timeframe to correct the identified issues.
4. Within 24-hours of completion of the upgrades/improvements needed to ensure compliance with the treatment technique requirements for turbidity and *Giardia* inactivation, East Dunkard Water Authority shall provide water at the entry point to the distribution system that meets the turbidity and log inactivation requirements of 25 Pa. Code Section 109.202. Additionally, East Dunkard Water Authority shall increase and maintain the free chlorine residual at the entry point to at least 1.5 mg/L but no greater than 4 mg/L until receiving written permission from DEP to reduce it.
5. Within 24 hours of restoring a continuous supply of safe and potable water to the distribution system, East Dunkard Water Authority shall flush the improperly treated water from affected storage tanks and the distribution system. When flushing, the water supplier shall not violate the Clean Streams Law by discharging chlorinated water to storm drains, streams or any other water of the Commonwealth as that term is defined in 35 P.S. Section 691.1.
6. Once the corrective actions noted above are completed, East Dunkard Water Authority shall collect and analyze the number of daily total coliform samples specified in the "Policy for Issuing and Removing Water Supply Warnings" (No. 383-2129-005) (copy attached) for the population affected [6 samples per day based upon the population of 4,200] until results from the samples collected on two (2) consecutive days are negative for coliforms. Results of these daily samples shall be reported to DEP by East Dunkard Water Authority within one (1) hour of notification of the analytical results from the accredited laboratory. East Dunkard Water Authority shall email the sample results to the Department within 1-hour of receipt to ra-epswwd@pa.gov.
7. East Dunkard Water Authority shall maintain the Tier 1 PN until receiving written permission from DEP to lift it, which shall not occur until the Department has determined that the East Dunkard Water Authority has adequately demonstrated that appropriate monitoring and treatment standards are being met for water entering the distribution system and coliform samples over two consecutive days demonstrate the absence of coliform bacteria.
8. The water supplier shall issue a "Problem Corrected" Tier 1 PN in accordance with 25 Pa. Code Section 109.408(b)(5) as soon as possible, but no later than 24 hours after the corrective actions have been completed and the notice is approved by the Department.

NOTICE OF APPEAL RIGHTS

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION.

The undersigned person hereby acknowledges receipt of this order and any attachment(s) hereto. This signature does not constitute an acknowledgement that any or all of the violations listed above have occurred or continue to occur.

Received by: emailed to Tracy Pekar (tjpekar@yahoo.com)

Department Representative (Name & Title - Please Print)

John W. Thomas, Environmental Group Mgr.

Telephone Number: (412) 442-4209

Department Representative's Signature:



- White – Water Supplier
 Yellow – District Office
 Pink – Litigation
 Goldenrod – Central Office

APPENDIX

B



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

FIELD ORDER

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-52-1627-032
LOCATION 2790 South Eighty-Eight Road / Dilliner, PA 15327	MUNICIPALITY Dunkard Township	COUNTY Greene
PERSON TO WHOM ORDER IS DIRECTED East Dunkard Water Authority		TELEPHONE NUMBER (724) 943-3713
MAILING ADDRESS PO Box 241 / Dilliner, PA 15327		
NAME AND TITLE OF PERSON SERVED Tracy Pekar, Vice-Chair		DATE ORDER SERVED March 11, 2022
<p>The Commonwealth of Pennsylvania, the Department of Environmental Protection ("Department"), has made the following Findings of Fact:</p> <ol style="list-style-type: none"> The Department is the agency with authority to administer and enforce the Pennsylvania Safe Drinking Water Act, the Act of May 1, 1984, P.L. 206, No. 43, 35 P.S. §§721.1-721.19 ("SDWA"), and Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, as amended, 71 P.S. §510-17, and the regulations of the Environmental Quality Board adopted pursuant thereto. The person named above to whom this order is directed ("Recipient") owns and/or operates a public water system at the location identified above. The undersigned authorized representative of the Department conducted an inspection of the public water system identified above on <u>March 11, 2022</u>. The operation of this water system with the violation(s) identified in this Order is a violation of the Sections of the Department's regulations cited herein and the SWDA and constitutes a public nuisance under Section 12 of the SDWA, 35 P.S. §721.12. Section 13 of the SDWA, 35 P.S. §721.13, provides that the Department may assess a civil penalty of up to Five Thousand Dollars (\$5,000.00) per day for each violation of the SDWA. 		
<p>Description of Violation:</p> <p>The water treatment plant experienced a breakdown in treatment on March 10, 2022, as indicated by individual filter effluent turbidities on filters 1, 2, and 4 exceeding 1.0 NTU (as high as 3.93 NTU) beginning at approximately 9 PM on March 10, 2022. The increased turbidity water entered the clearwell and was not properly flushed by draining the clearwell prior to pumping water into the Griffin tank and distribution system. This data is indicative of a breakdown of adequate filtration treatment to ensure that public health is protected and a failure to provide and effectively operate and maintain public water system facilities.</p>		
<p>Location of Violation:</p> <p>East Dunkard Water Treatment Plant</p>		
<p>Provisions of Regulation, Statute or Permit Violated:</p> <p>25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4)</p>		



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF SAFE DRINKING WATER

FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-52-1627-032
Description of Violation: An employee who operates the East Dunkard Water Treatment Plant, but is not a certified operator, informed the Department that the non-certified plant staff that were present at the water treatment plant during the turbidity treatment breakdown were making process control decisions without either following standard operating procedures or without East Dunkard's Certified Operator's knowledge/approval.		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.4(2), 109.4(3), and 109.4(4)		
Description of Violation: The public water supplier failed to comply with Field Order 22-52-1627-029, issued on January 25, 2022, which required that the "East Dunkard Water Authority shall not operate the water treatment plant without the presence of: a) a Certified Operator, b) staff operating under Standard Operating Procedures written by the Certified Operator, or c) staff operating the facility while consulting with the Certified Operator whenever process control decisions are being made."		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: Section 13(a) of the Pennsylvania Safe Drinking Water Act, 35 P.S. § 721.13		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-52-1627-032
Description of Violation: The public water supplier failed to notify the Department within one (1) hour of the high turbidity results, which indicated a breakdown in treatment.		
Location of Violation: East Dunkard Water Treatment Plant		
Provisions of Regulation, Statute or Permit Violated: 25 Pa. Code §§ 109.701(a)(3) and 109.408(b)(2)		
Description of Violation:		
Location of Violation:		
Provisions of Regulation, Statute or Permit Violated:		



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF SAFE DRINKING WATER

FIELD ORDER (continuation)

(PLEASE PRINT AND PRESS FIRMLY)

SYSTEM NAME East Dunkard Water Authority	PWS ID No. 5300012	CASE NUMBER 22-52-1627-032
--	------------------------------	--------------------------------------

Pursuant to Sections 5, 10 and 12 of the SDWA, 35 P.S. §§721.5, 721.10 and 721.12; and Section 1917-A of the Administrative Code of 1929, 71 P.S. §510-17, it is hereby ordered that the owner shall perform the corrective actions listed below within the designated time.

Corrective Action/Abatement Schedule Required:

1. Effective immediately upon receipt of this Field Order, East Dunkard Water Authority shall not operate the water treatment plant without the presence of: a) a Certified Operator, b) staff operating under Standard Operating Procedures written by the Certified Operator, or 3) staff operating the facility while consulting with the Certified Operator whenever process control decisions are being made.
2. As soon as possible, but no later than 24 hours after receipt of this Field Order, the public water supplier shall issue a Tier 1 public notification (PN) in the form of a Boil Water Advisory to all persons served by the East Dunkard Water Authority public water system in accordance with the provisions of 25 Pa. Code Sections 109.407, 109.408 and 109.411. Copies of the Tier 1 PN along with the certification form shall be submitted to the Department within ten (10) days of issuance in accordance with 25 Pa. Code Section 109.701(a)(4). The public water supplier shall maintain the Tier 1 PN until the Department notifies the public water supplier in writing that the Boil Water Advisory may be lifted.
3. Within 24 hours of receipt of this Field Order, East Dunkard Water Authority shall investigate and address the causes of the increases in filtrate turbidity. East Dunkard Water Authority shall provide the Department with a summary of necessary improvements to restore and ensure ongoing compliance with these requirements, including a timeframe to correct the identified issues.
4. As soon as possible, but no later than 24 hours after receipt of this Field Order, East Dunkard Water Authority shall provide water at the entry point to the distribution system that meets the turbidity requirements of 25 Pa. Code Section 109.202. Additionally, East Dunkard Water Authority shall increase and maintain the free chlorine residual at the entry point to at least 1.5 mg/L, but no greater than 4 mg/L, until receiving written authorization from the Department to reduce it.
5. Within 24 hours of restoring a continuous supply of safe and potable water to the distribution system, East Dunkard Water Authority shall flush the improperly treated water from affected storage tanks and the distribution system. When flushing, the water supplier shall not violate the Clean Streams Law by discharging chlorinated water to storm drains, streams or any other water of the Commonwealth as that term is defined in 35 P.S. Section 691.1.
6. Once the corrective actions noted above are completed, East Dunkard Water Authority shall collect and analyze the number of daily total coliform samples specified in the "Policy for Issuing and Removing Water Supply Warnings" (No. 383-2129-005) (copy attached) for the population affected [6 samples per day based upon the population of 4,200] until results from the samples collected on two (2) consecutive days are negative for coliforms. Results of these daily samples shall be reported to DEP by East Dunkard Water Authority within one (1) hour of notification of the analytical results from the accredited laboratory. East Dunkard Water Authority shall email the sample results to the Department within 1-hour of receipt to ra-epswwdw@pa.gov.
7. East Dunkard Water Authority shall maintain the Tier 1 PN until receiving written authorization from DEP to lift it, which shall not occur until the Department has determined that the East Dunkard Water Authority has adequately demonstrated that appropriate monitoring and treatment standards are being met for water entering the distribution system and coliform samples over two consecutive days demonstrate the absence of coliform bacteria.
8. The water supplier shall issue a "Problem Corrected" Tier 1 PN in accordance with 25 Pa. Code Section 109.408(b)(5) as soon as possible, but no later than 24 hours after the corrective actions have been completed and the notice is approved by the Department.

NOTICE OF APPEAL RIGHTS

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION.

The undersigned person hereby acknowledges receipt of this order and any attachment(s) hereto. This signature does not constitute an acknowledgement that any or all of the violations listed above have occurred or continue to occur.

Received by: emailed to Tracy Pekar, Authority Vice-Chair at tjpekar@yahoo.com

Department Representative (Name & Title - Please Print)

John W. Thomas, Environmental Group Mgr.

Telephone Number: (412) 442-4209

Department Representative's Signature:



White – Water Supplier

Yellow – District Office

Pink – Litigation

Goldenrod – Central Office

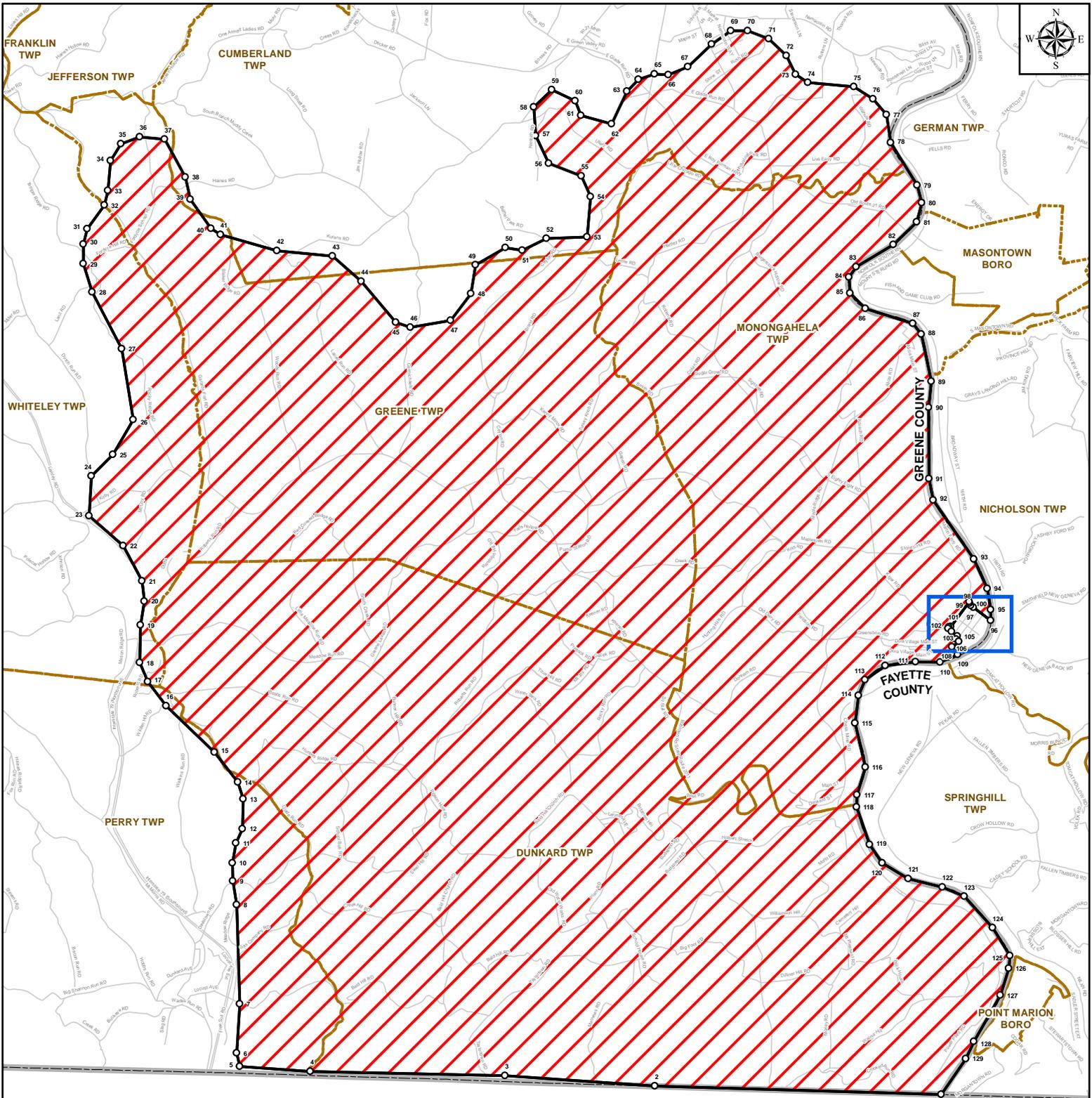
APPENDIX P

EDWA Service Territory Map

(CONFIDENTIAL)

APPENDIX Q

PAWC Applied for Service Territory



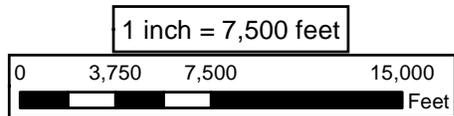
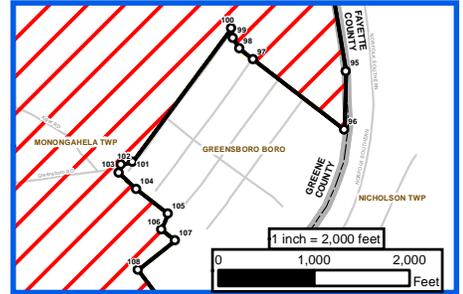
Pennsylvania-American Water Company
 Uniontown Operating Area
 Proposed Service Territory - East Dunkard Water System
 Approximately 49,546 Acres
 Dunkard Township, Monongahela Township, Greene Township, Perry Township,
 Whiteley Township, and Cumberland Township, Greene County



- Legend**
- Bearings & Distance Points
 - ▨ Applied For Water Service Territory
 - ▭ Municipality
 - ▭ County

Drawn By: MW Date: 6/10/2024

TO BE USED FOR REFERENCE ONLY
 Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.



Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool. The mapping data source used for the roads base mapping is from OpenStreetMap, 2020. The mapping data source used for the municipal boundaries is from Montgomery County PA GIS, 2019.
 * Bearings and Distances attached separately

Starting Point: The southern most point at which the boundaries of Greene County and Fayette County meet along the Pennsylvania & West Virginia border, at the coordinates of 39.720733, -79.916052.

Sequence	From	To	Bearing	Distance (ft)
1	1	2	N88°16'31"W	16,017.66
2	2	3	N86°05'02"W	8,383.75
3	3	4	N88°43'34"W	10,900.65
4	4	5	N86°02'57"W	3,952.82
5	5	6	N12°12'21"W	766.46
6	6	7	N3°29'34"E	2,744.31
7	7	8	N1°51'37"W	5,551.04
8	8	9	N9°03'53"W	1,355.80
9	9	10	N0°40'20"W	1,009.82
10	10	11	N10°21'08"E	1,117.56
11	11	12	N24°17'32"E	887.99
12	12	13	N0°50'06"E	1,656.33
13	13	14	N17°42'27"W	987.73
14	14	15	N37°45'25"W	2,114.10
15	15	16	N46°04'54"W	3,753.11
16	16	17	N37°39'58"W	1,693.96
17	17	18	N22°37'58"W	1,167.89
18	18	19	N1°30'36"E	2,093.29
19	19	20	N8°45'46"E	1,361.93
20	20	21	N6°14'32"W	1,132.99
21	21	22	N28°12'37"W	2,234.69
22	22	23	N48°47'29"W	2,531.98
23	23	24	N2°58'45"E	2,245.52
24	24	25	N45°43'12"E	1,698.29
25	25	26	N30°20'06"E	2,257.91
26	26	27	N9°24'55"W	4,028.99
27	27	28	N27°36'21"W	3,569.93
28	28	29	N17°11'33"W	1,666.26
29	29	30	N0°31'37"E	1,102.94
30	30	31	N14°05'44"E	876.60
31	31	32	N36°14'05"E	1,642.20
32	32	33	N13°22'59"E	835.33
33	33	34	N4°46'50"E	1,675.60
34	34	35	N31°14'11"E	1,116.32
35	35	36	N70°41'27"E	1,122.96
36	36	37	S84°35'13"E	1,396.36
37	37	38	S28°37'06"E	2,395.58
38	38	39	S13°12'25"E	1,277.57
39	39	40	S35°02'09"E	1,987.65
40	40	41	S56°46'21"E	650.79

41	41	42	S74°02'06"E	3,272.42
42	42	43	S84°39'52"E	3,118.47
43	43	44	S48°41'27"E	2,137.58
44	44	45	S40°01'26"E	2,996.08
45	45	46	S70°56'18"E	881.21
46	46	47	N79°58'07"E	2,283.19
47	47	48	N37°05'17"E	1,874.30
48	48	49	N8°44'46"E	1,621.20
49	49	50	N60°01'43"E	1,932.70
50	50	51	S81°20'51"E	955.85
51	51	52	N64°18'59"E	1,493.08
52	52	53	N87°26'45"E	2,284.90
53	53	54	N4°44'56"E	2,254.42
54	54	55	N23°32'52"W	1,270.10
55	55	56	N69°25'03"W	1,955.73
56	56	57	N24°38'26"W	1,718.38
57	57	58	N3°41'29"W	1,595.39
58	58	59	N45°53'26"E	1,401.93
59	59	60	S64°10'02"E	1,437.89
60	60	61	S22°21'26"E	872.54
61	61	62	S73°55'17"E	1,766.11
62	62	63	N25°13'21"E	2,034.78
63	63	64	N44°52'37"E	915.96
64	64	65	N71°38'02"E	953.22
65	65	66	S87°07'44"E	763.46
66	66	67	N67°50'38"E	1,186.83
67	67	68	N46°33'12"E	1,831.21
68	68	69	N54°50'34"E	1,306.97
69	69	70	N89°06'24"E	935.62
70	70	71	S68°17'18"E	1,261.05
71	71	72	S46°31'02"E	1,361.84
72	72	73	S26°28'02"E	1,182.67
73	73	74	S57°04'52"E	802.34
74	74	75	S84°43'37"E	2,590.95
75	75	76	S57°10'42"E	1,268.82
76	76	77	S40°02'38"E	1,160.82
77	77	78	S8°37'44"E	1,581.39
78	78	79	S31°58'49"E	2,787.68
79	79	80	S14°53'45"E	1,032.53
80	80	81	S14°48'58"W	1,102.94
81	81	82	S45°41'32"W	1,811.52
82	82	83	S59°16'08"W	2,429.33
83	83	84	S34°44'12"W	698.22
84	84	85	S4°06'31"E	908.83

85	85	86	S44°54'27"E	1,191.46
86	86	87	S72°12'41"E	2,794.23
87	87	88	S38°42'59"E	758.48
88	88	89	S12°04'01"E	2,700.23
89	89	90	S5°44'27"W	1,452.22
90	90	91	S0°15'28"E	4,003.17
91	91	92	S11°07'36"E	1,214.52
92	92	93	S34°34'34"E	3,995.19
93	93	94	S24°18'25"E	1,808.28
94	94	95	S9°55'14"E	1,198.89
95	95	96	S1°49'29"W	613.16
96	96	97	N52°27'16"W	1,207.17
97	97	98	N51°03'13"W	183.88
98	98	99	N30°28'07"W	127.72
99	99	100	N10°32'47"W	101.82
100	100	101	S36°32'49"W	1,740.38
101	101	102	S75°57'31"W	119.73
102	102	103	S16°54'17"W	89.01
103	103	104	S46°13'14"E	250.08
104	104	105	S52°16'46"E	423.55
105	105	106	S23°02'36"W	178.17
106	106	107	S50°21'53"E	182.84
107	107	108	S51°20'08"W	492.80
108	108	109	S36°45'29"E	540.50
109	109	110	S66°08'02"W	1,078.36
110	110	111	N88°48'07"W	1,377.88
111	111	112	S82°55'38"W	1,705.71
112	112	113	S54°44'06"W	1,368.88
113	113	114	S22°52'56"W	950.25
114	114	115	S7°01'44"W	1,551.75
115	115	116	S13°11'10"E	2,537.34
116	116	117	S16°51'47"W	1,616.59
117	117	118	S2°49'24"W	678.13
118	118	119	S19°10'55"E	2,235.34
119	119	120	S34°47'54"E	1,241.01
120	120	121	S58°48'32"E	1,702.16
121	121	122	S76°06'11"E	1,963.44
122	122	123	S66°59'27"E	1,315.37
123	123	124	S41°54'23"E	2,378.36
124	124	125	S32°03'27"E	1,838.46
125	125	126	S5°17'55"W	697.21
126	126	127	S17°20'30"W	1,592.01
127	127	128	S29°48'40"W	2,980.39
128	128	129	S25°31'34"W	1,062.23

129	129	1	S34°19'11"W	2,422.33
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APPENDIX R

Letters to Planning Commissions regarding PAWC Acquisition of EDWA



June 7, 2024

VIA ELECTRONIC MAIL

Whiteley Township Planning Commission
Whiteley Township Municipal Building
1426 Kirby Road
Waynesburg, PA 15370

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

Dear Sir or Madam:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Water Authority's water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your township's comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? YES
2. Is there an adopted county comprehensive plan? YES
3. Is there an adopted multi-municipal or multi-county comprehensive plan? NO
4. Is there an adopted ~~county or~~ municipal zoning ordinance or ~~joint municipal~~ zoning ordinance? YES
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? YES
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717) 550-1589. Please feel free to email this form back to [redacted] or mail back to: Jana Hurst, 852 Wesley Drive, Mechanicsburg, PA 17055.

Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Whiteley Township Signature Steven R. Coss
Printed Name/Title STEVEN R. COSS, ZONING/CODES ENFORCEMENT OFFICER (BOO) Date 6/20/2024



June 11, 2024

VIA ELECTRONIC MAIL

Perry Township Planning Commission
Perry Township Municipal Building
799 Big Shannon Run Road
Mt. Morris, PA 15349

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

To Whom it May Concern:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Water Authority's water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your Township's comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? County
2. Is there an adopted county comprehensive plan? YES
3. Is there an adopted multi-municipal or multi-county comprehensive plan? County
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? NO
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? NO
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717) 550-1589. Please feel free to email this form back to jana.hurst@amwater.com or mail back to: Jana Hurst, 852 Wesley Drive, Mechanicsburg, PA 17055.

Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Perry Township Signature Ronald N. Howard
Printed Name/Title Ronald N. Howard, Chairman Date 6-12-24



June 7, 2024

VIA ELECTRONIC MAIL

Brian Sokol, Township Manager
Cumberland Township Planning Commission
100 Municipal Road
Carmichaels, PA 15320

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

Dear Mr. Sokol:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Water Authority’s water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your township’s comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
6. If the answer is “yes” to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717) 550-1589. Please feel free to email this form back to jana.hurst@amwater.com or mail back to: Jana Hurst, 852 Wesley Drive, Mechanicsburg, PA 17055.

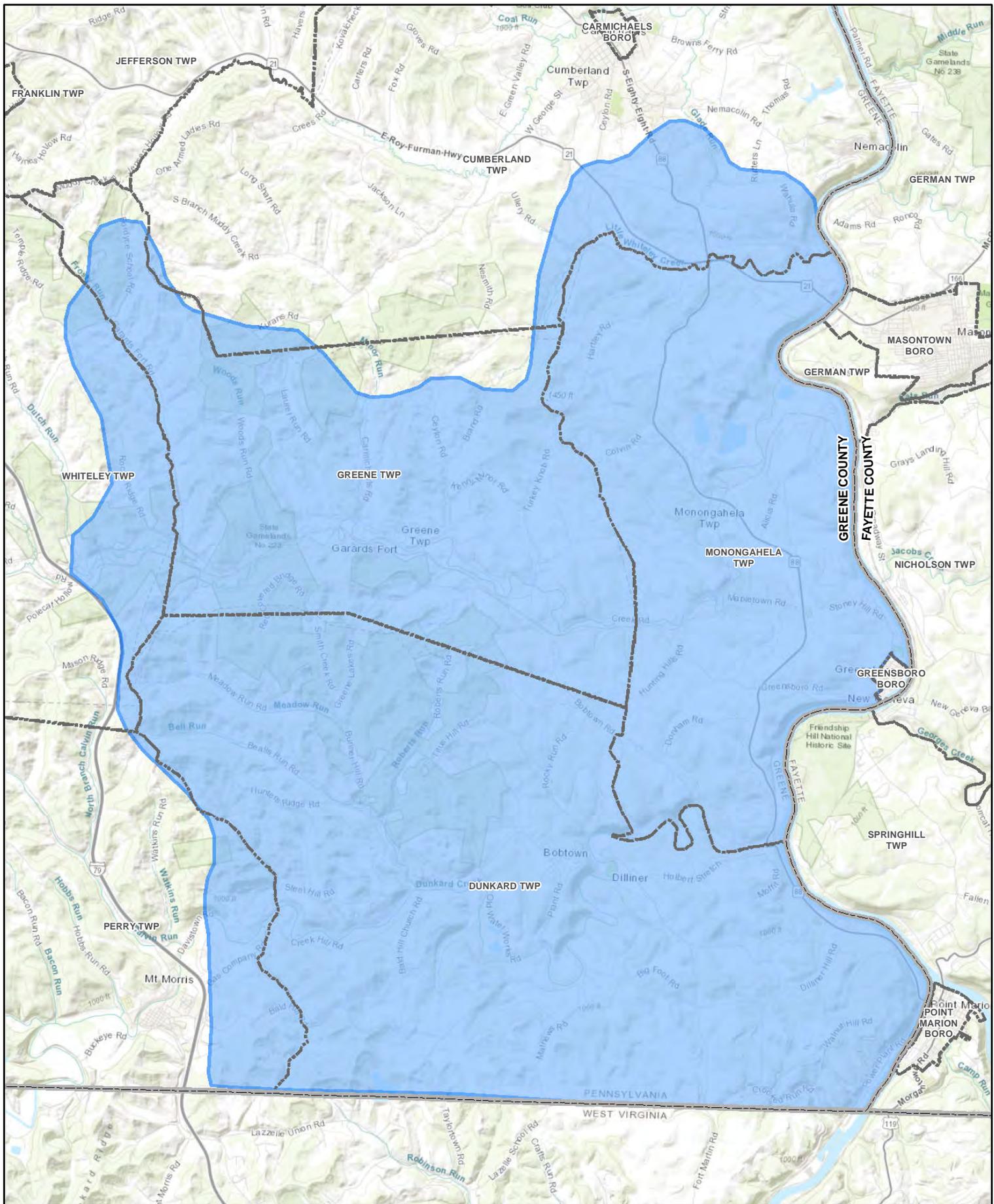
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

Cumberland Township Signature _____

Printed Name/Title _____ Date _____



Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet Projection: Lambert Conformal Conic

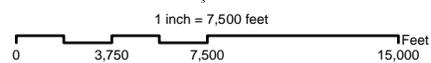
Date: 6/5/2024



- Legend**
- Proposed PAWC Water Service Area
 - Municipality
 - County



TO BE USED FOR REFERENCE ONLY
Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the information may be reflected in the data supplied.



**East Dunkard Water System
Greene County, Pennsylvania**



June 7, 2024

VIA ELECTRONIC MAIL

Dunkard Township Planning Commission
P. O. Box 369
370 N. Moreland Street
Bobtown, PA 15315

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

To Whom it May Concern:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Water Authority’s water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your township’s comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
6. If the answer is “yes” to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717) 550-1589. Please feel free to email this form back to jana.hurst@amwater.com or mail back to: Jana Hurst, 852 Wesley Drive, Mechanicsburg, PA 17055.

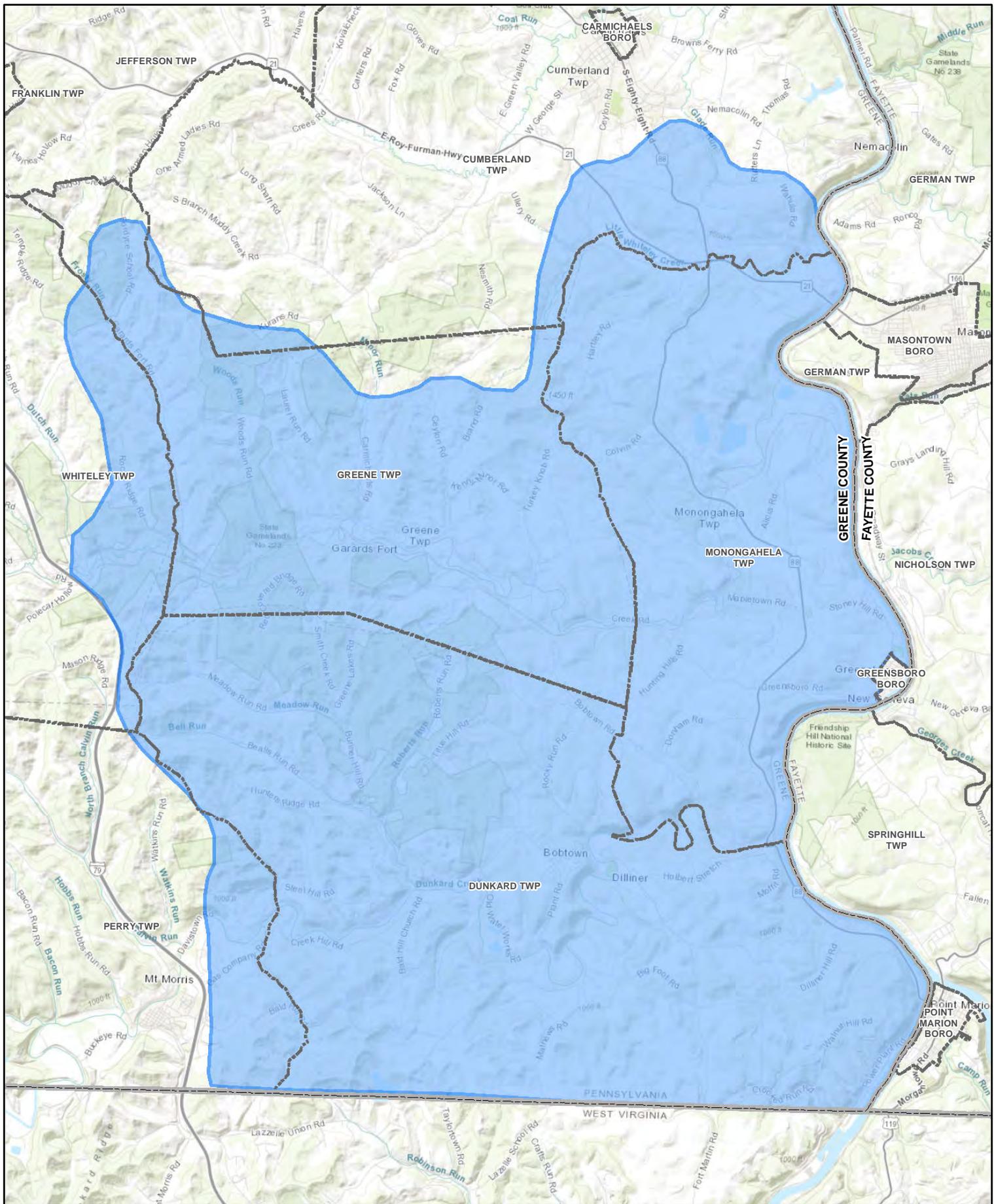
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

Dunkard Township Signature _____

Printed Name/Title _____ Date _____



Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet Projection: Lambert Conformal Conic

Date: 6/5/2024



1 inch = 7,500 feet



Legend

- Proposed PAWC Water Service Area
- Municipality
- County



TO BE USED FOR REFERENCE ONLY
Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the information may be reflected in the data supplied.

**East Dunkard Water System
Greene County, Pennsylvania**

Drawn By: MW Checked By:



June 7, 2024

VIA ELECTRONIC MAIL

Greene Township Planning Commission
Greene Township Building
243 Garards Ford Road
PO Box 100
Garards Fort, PA 15334

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

Dear Sir or Madam:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Water Authority’s water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your township’s comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

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If you have any questions, please call me at (717) 550-1589. Please feel free to email this form back to jana.hurst@amwater.com or mail back to: Jana Hurst, 852 Wesley Drive, Mechanicsburg, PA 17055.

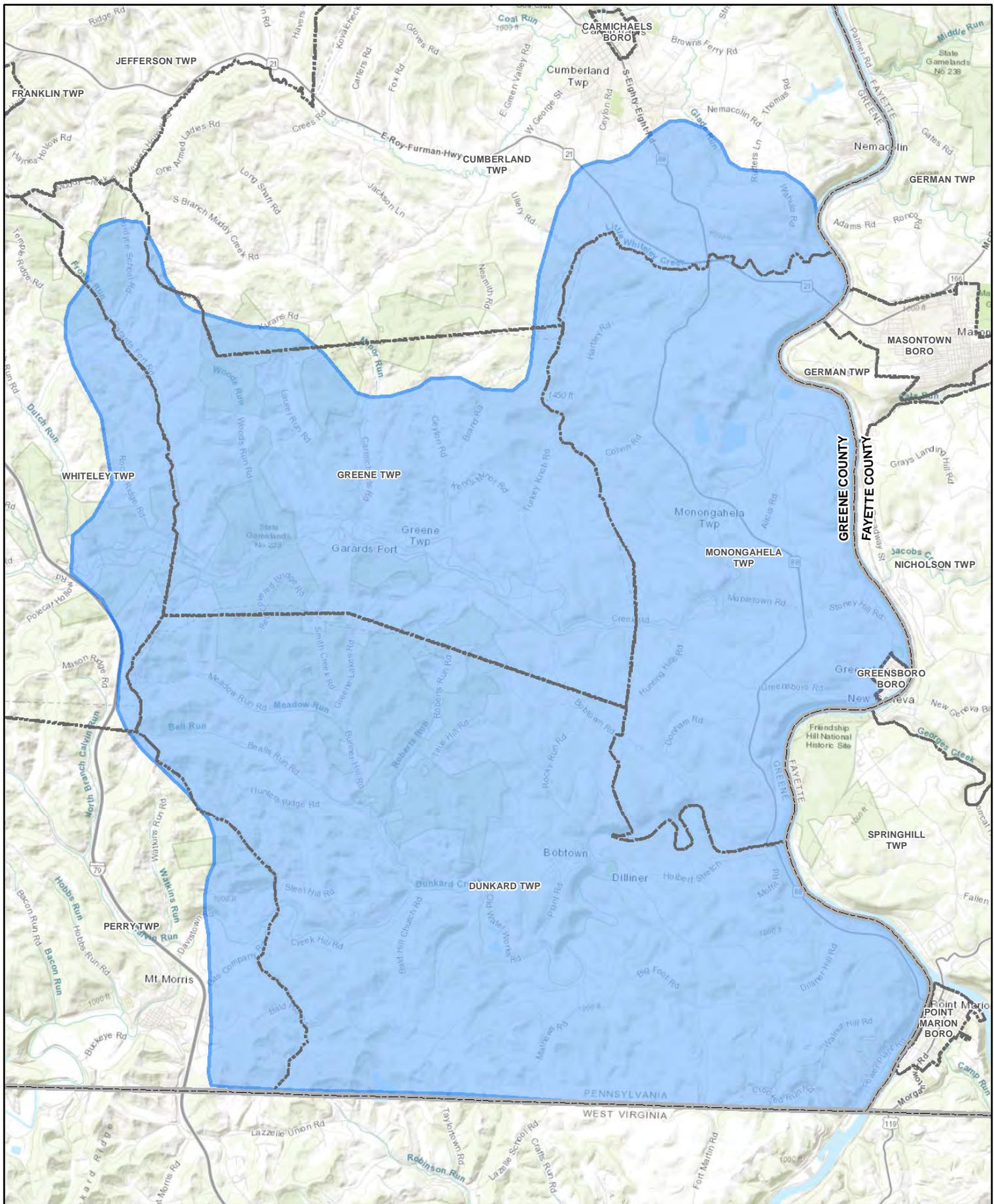
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

Greene Township Signature _____

Printed Name/Title _____ Date _____



Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet Projection: Lambert Conformal Conic

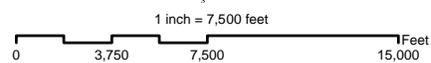
Date: 6/5/2024



- Legend**
- Proposed PAWC Water Service Area
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 - County



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**East Dunkard Water System
Greene County, Pennsylvania**

Drawn By: MW

Checked By:



June 6, 2024

VIA ELECTRONIC MAIL

Jeremy L. Kelly, Planning Director
Greene County Planning and Community Development
93 East Hight Street, Second Floor
Waynesburg, PA 15370

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

Dear Director Kelly:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Municipal Authority’s water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your county’s comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

Specifically, the PUC requests that the County reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? _____
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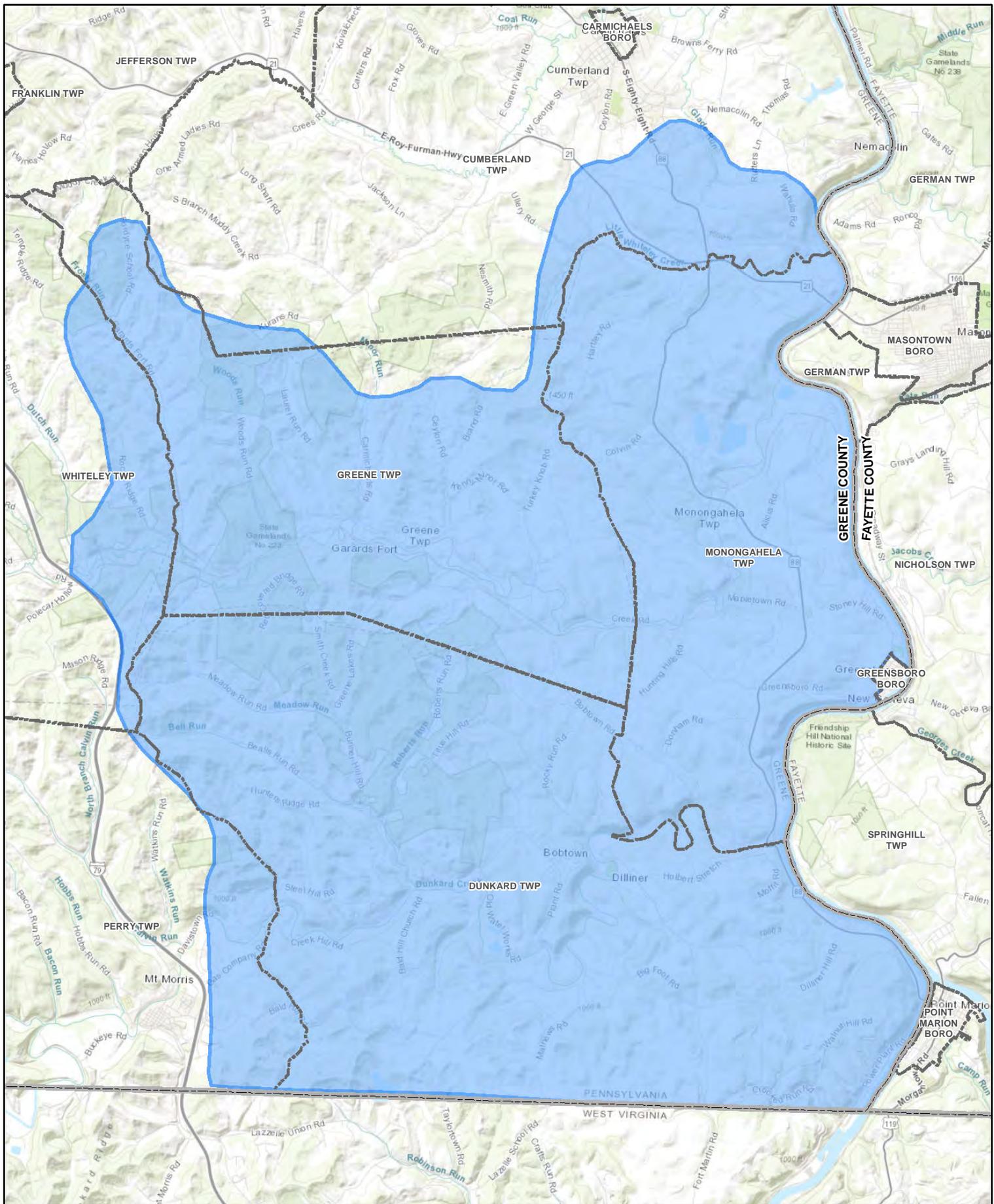
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

Greene County’s Signature _____

Printed Name/Title _____ Date _____



Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet Projection: Lambert Conformal Conic

Date: 6/5/2024



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**East Dunkard Water System
Greene County, Pennsylvania**

Drawn By: MW

Checked By:



June 6, 2024

VIA ELECTRONIC AND OVERNIGHT MAIL

William Monahan, Chairman
Monongahela Township Municipal Building
128 Maple Ridge Road
Greensburg, PA 15338

Re: Pennsylvania-American Water Company Application to Acquire East Dunkard Water Authority

Dear Chairman Monahan:

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1102 for the acquisition of East Dunkard Municipal Authority’s water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your township’s comprehensive plan, specifically that our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory existing water area for your reference.

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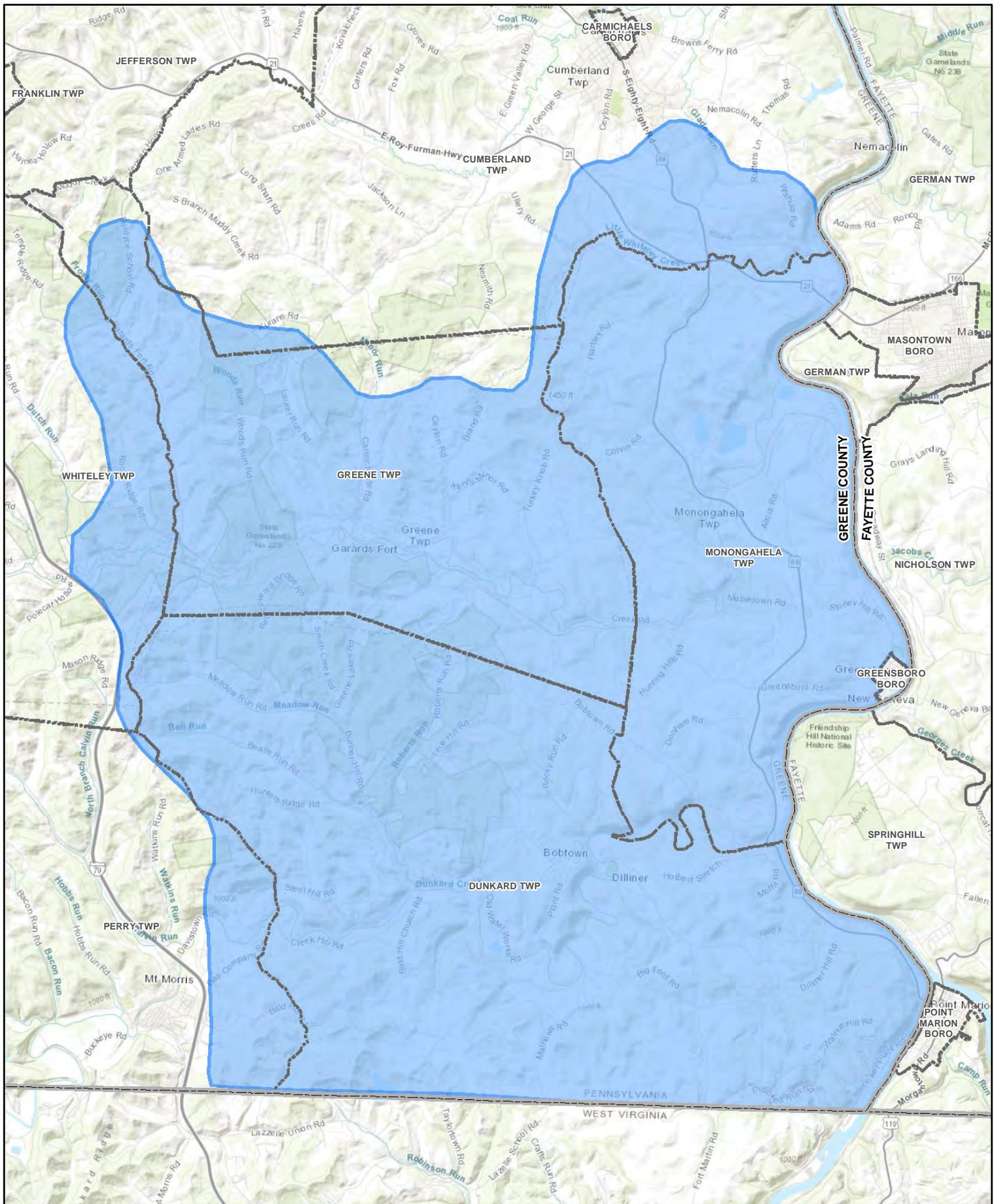
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

Monongahela Township Signature _____

Printed Name/Title _____ Date _____



Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet Projection: Lambert Conformal Conic

Date: 6/5/2024

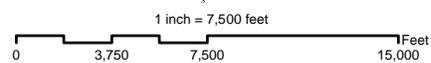


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**East Dunkard Water System
Greene County, Pennsylvania**

Drawn By: MW

Checked By:

APPENDIX S

NPDES/Public Water Supply Permits for EDWA

<u>Permits</u>	<u>Issue Date</u>	<u>Description / Notes</u>
Water Quality Management Permit No. 3073201	11/19/1973	Transferred to 'Authority' via Ammended Permit No. 3073201 A1 (below in Item 14) . Confirmed per 06.06.2024 email from PADEP.
Water Allocation Permit No. WA 30-651A	3/27/1979	Withdrawal from the Monongahela River; <i>expires 3/27/2029</i> . Transferred to 'Authority' Permit No. 3023503-T1 (see Addendum Item 20) .
Water Supply Operations Permit No. 3079501	7/22/1980	Water treatment plant operations. Transferred to 'Authority' Permit No. 3023503-T1 (see Addendum Item 20) .
Water Supply Operations Amendment Permit No. 3079501-A1	4/4/1988	Flouride facilities operations. Rescinded by Permit Amendment No. 3079501-A3 (below in Item 18) .
Water Supply Operations Amendment Permit No. 3079501-A2	5/26/1995	Bald Hill Tank and Pump Station operations. Transferred to 'Authority' Permit No. 3023503-T1 (see Addendum Item 20) .
Water Supply Operations Permit No. 3000501	11/8/2004	New Alicia Tank operations (replaced 2 older tanks). Transferred to 'Authority' Permit No. 3023503-T1 (see Addendum Item 20) .
Water Supply Operations Amendment Permit No. 3000501-A1	2/2/2005	Addition of DelPac (polyaluminum chloride) operations. Transferred to 'Authority' Permit No. 3023503-T1 (see Addendum Item 20) .
Water Supply Operations Permit No. 3009502	5/3/2013	WTP improvements; Willow Tree, Rocky Hollow and Davistown pump station renovations; new Griffin, Sugar Grove, and Clark water storage tanks; and 40,600 feet of of water main replacements.
Water Supply Operations Amendment Permit No. 3012503MA	4/11/2014	Replace plant intake pipe with 10-inch ductile iron piping.
Water Supply Construction Permit No. 3014501	5/10/2014	New Griffin tank and mixing system.
Water Supply Construction Permit No. 3014503	5/10/2014	New Abel tank and mixing system.
Water Supply Construction Permit No. 3014504	5/10/2014	New Donley tank and mixing system.
Water Supply Construction Permit No. 3014511MA	5/10/2014	Install 1,400 feet of 10-inch and 51,100 feet of 8-inch diameter transmission main; and 15,900 feet of 6-inch and 4,100 feet of 2-inch distribution main.
Water Quality Management Amendment Permit No. 3073201 A1	9/22/2014	Wastewater settling basin improvements. Amendment to WQM Permit No. 3073201 (above in Item 1) .
Water Supply Operations Permit No. 3016508	1/31/2018	Addition of SmartPhos 140D polyphosphate/orthophosphate blend for scale control sequestering.
Industrial NPDES Permit No. PA0021971	6/1/2019	Discharge from treatment plant to Monongahela River. <i>Expired 5/31/2024; PAWC has filed for renewal.</i>
Water Supply Operations Permit No. 3022506*	1/19/2024	Replace polyphosphate feed pump. (*Note: Construction permit in original APA Schedule 4.1 (q) has been superseded with associated PA DEP Operation Permit dated 1/19/2024)
Water Supply Operations Amendment Permit No. 3079501-A3	7/13/2018	Discontinue fluoride addition (referenced in July 2021 FPPE).

<u>Item</u>	<u>Permits</u>	<u>Issue Date</u>	<u>Description / Notes</u>
19	Water Supply Construction/Operations - Emergency Permit	1/3/2023	Temporary use of SWPA Water Authority as a new source at the Sugar Grove Interconnect.
20	Water Supply Operations Permit No. 3023503-T1	1/2/2024	<i>Transfer of five (5) Water Supply permits formerly held by East Dunkard Water Association.</i>
21	Water Supply Construction/Operations - Emergency Permit 3024501-E	3/11/2024	Emergency Permit to rehab chlorine gas feed system; <i>expires 9/9/2024</i> .
22	Water Supply Construction/Operations - Emergency Permit 3024502-E	3/14/2024	Emergency Permit to replace 2 pumps at Bald Hill PS; <i>expires 9/14/2024</i> .
23	Water Supply Operations Permit No. 3023509MA	6/10/2024	Final Operations Permit Filters 1-4
24	Water Supply Construction/Operations Permit No. 3024505MA	6/18/2024	Phase II Plant Improvements

WATER QUALITY MANAGEMENT PERMIT

PERMIT NO. 3073201

ISSUE DATE: 11/19/1973

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES BUREAU OF WATER QUALITY MANAGEMENT

Permit # 3073201

WATER QUALITY MANAGEMENT PERMIT

NO. 3073201

A. PERMITTEE (Name and Address) The East Dunkard Water Association Route #1 Dilliner, Pennsylvania 15327 Attn: Mr. Charles F. Cole, President		B. PROJECT LOCATION Municipality <u>Dunkard Township</u> County <u>Greene</u>	
C. TYPE OR FACILITY OR ESTABLISHMENT <u>Water Treatment Plant</u>		D. NAME OF MINE OPERATION OR AREA SERVED <u>Dunkard Township</u>	
E. THIS PERMIT APPROVES 1. Plans For <u>CONSTRUCTION OF</u> a. <input type="checkbox"/> PUMP STATIONS, SEWERS AND APPURTENANCES b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES d. <input checked="" type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES e. <input type="checkbox"/> OUTFALL & HEADWALL f. <input type="checkbox"/> STREAM CROSSING		2. The Discharge of: a. <input checked="" type="checkbox"/> TREATED <input type="checkbox"/> UNTREATED b. <input checked="" type="checkbox"/> INDUSTRIAL WASTE <input type="checkbox"/> MINE DRAINAGE <input type="checkbox"/> SEWAGE	
		3. The Operation of: <u>N/A</u> <input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____ <input type="checkbox"/> DAM	
		4. An Erosion and Sedimentation Control Plan <input type="checkbox"/> PROJECT AREA IS _____ ACRES.	
		5. Nature of Discharge or Impoundment: <input type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER <input checked="" type="checkbox"/> IMPOUNDMENT <u>Monongahela River</u> (Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment location)	

F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

- All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 3073201 dated 7/1/73 1973, and amendments dated _____ 1973. Such application, its supporting documents and amendments are hereby made a part of this permit.
- Conditions numbered 2 thru 4, 7 thru 9 and 14 thru 21 of the Standard Conditions dated September 1, 1972 which conditions are attached hereto and are made a part of this permit.
- Special conditions designated as follows which are attached hereto and are made a part of this permit.

G. The Authority granted by this permit is subject to the following conditions:

- If there is a conflict between the conditions of this permit and any other laws, rules and regulations, the standards or special conditions shall apply.
- To comply with the Rules and Regulations of the Department of Environmental Resources, the permittee shall use the authority given to the permittee by the issuance of this permit.
- This permit is issued pursuant to the Clean Streams Law, Act of June 12, 1937 (P.L. 1937) and amendments and the Water Pollution Control Act of June 20, 1961 (P.L. 1961) and amendments and the provisions of the permit shall not release the permittee of any responsibility under any other laws.

PERMIT ISSUED: NOV 19, 1973
 DATE: NOV 19, 1973
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 Bureau of Water Quality Management

WATER ALLOCATION PERMIT

PERMIT NO. WA 30-651A

ISSUE DATE: 3/27/1979

Water Allocation

Permit No. WA 30 - 1
(3078601)

651A

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT

The Department of Environmental Resources, established by the Act of December 3, 1970 (71 P.S. 51 et. seq.) and transferring the functions of the Water and Power Resources Board, under and by virtue of the authority vested in and imposed upon it by an Act of the General Assembly of Pennsylvania, entitled "An Act relating to the acquisition of rights to divert water from rivers, streams, natural lakes, and ponds, or other surface waters within the Commonwealth or partly within and partly without the Commonwealth" etc., approved the 24th day of June, one thousand nine hundred and thirty-nine, P.L. 842 (Act No. 365) hereby grants leave to _____

EAST DUNKARD WATER ASSOCIATION

with its principal offices located in Dilliner, PA 15327

to acquire and use for public water supply purposes, subject to such existing rights and uses as may now be lawful, water rights in the following designated waters of the Commonwealth: 768,000 gallons per day from the Monongahela River at the existing intake upstream from Mile Post 88, in the Community of Dilliner, Greene County.

This permit is issued in response to an application filed with the Department of Environmental Resources on the 16th day of March, A.D. 1978, and with the understanding that the proposed source of water supply shall be developed as set forth in said application and in accompanying data filed with and made a part thereof _____

subject, however, to the provisions of the Act of June 24th, 1939, P.L. 842 (No. 365), and the following conditions, regulations and restrictions:

1. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement or interest in, to or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property

nor invasion of private rights, nor any infringement of Federal, State or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;

2. The duration of this permit shall be for a period of 50 years only, provided, however, that should the permittee for any reason whatsoever fail to take and use the water or water rights for which the permit is issued within a period of four (4) years, then this permit shall cease and be null and void; unless upon application of the permittee an extension of such period is granted by the Department of Environmental Resources.

3. The permittee shall, within twelve (12) months after the date of this permit, file proof with the Department of Environmental Resources of the method and extent of its acquisition.

4. The construction of the works necessary for the development of the supply of water allocated under this permit shall be begun within two (2) years from the date of the permit and completed within two (2) years thereafter, a total period of four (4) years;

See Special Conditions Attached:

Date 3-27-79

DEPARTMENT OF ENVIRONMENTAL RESOURCES

by: C. H. McConnell
C. H. McConnell, Deputy Secretary
Resources Management
Department of Environmental Resources

ATTEST:

John E. McSparran
John E. McSparran, Chief
Division of Comprehensive Resources Programming

-
5. Permit No. WA-651 issued to the East Dunkard Water Association on April 15, 1971, is hereby revoked and shall be returned to the Department of Environmental Resources.
 - 6.. The permittee shall install accurate measuring and recording instruments or devices to determine the amount of water taken at each source. The design and layout of said measuring devices shall be submitted to and be approved by the Department before installation. Records of daily flow readings shall be submitted to the Department at the end of each month and the original records shall be available at all times for inspection by representatives of the Department. The required measuring devices shall be installed and readings shall begin immediately upon the use of the water for intended purposes.
 7. The permittee will adopt and implement a continuous public education program to encourage water conservation in all types of use within the area served by this allocation permit. Such program shall include distribution of information regarding water conservation techniques and the benefits of water conservation. The permittee will report to the department of Environmental Resources on the actions taken pursuant to this program and the impact of those actions, on or before December 31st of each year.
 8. The permittee will establish a systematic program to monitor its water transmission lines and facilities for water leakage and shall make repairs where necessary. The permittee shall file a report describing the systematic program for monitoring its lines and facilities and the actions taken pursuant to the program, on or before December 31st of each year.
 9. The Department finds that the Monongahela River is an unreliable source during times of low flow and is subject to conflicting water demands. The cumulative impact of consumptive water uses from the Monongahela River above its confluence with the Youghiogheny River, including a portion of the water allocated pursuant to this permit, may interfere with navigation, and divert flows released from reservoirs operated by the United States and dedicated pursuant to the federal navigation servitude. The Commonwealth, therefore, reserves the right to reopen this allocation and impose such additional conditions, as now or hereafter authorized by law, necessary to protect navigation and the public safety and interest.
-

REPORT UPON THE APPLICATION
FOR WATER ALLOCATION OF
EAST DUNKARD WATER ASSOCIATION

TABLE OF CONTENTS

- I. INTRODUCTION
- II. CURRENT STATUS OF CASE
 - A. East Dunkard Water Association System
 - B. Allocation History
- III. ISSUES
 - A. Determinations Before Granting Permits
 - B. Conflicts With Water Rights of Other Agencies
 - C. Need For More Water
 - D. Navigation
 - E. Will Not Jeopardize Public Safety
 - F. Will Not Cause Substantial Injury to the Commonwealth
 - G. Conservation
- IV. SUMMARY OF CONCLUSIONS AND REQUIREMENTS
 - A. Summary of Findings and Conclusions From the Issues Section
 - B. Summary of Requirements of Water Rights Act for Granting
- V. CONCLUSION

APPENDIX

Note 1. Section 7 of the Water Rights Act

I. INTRODUCTION

The East Dunkard Water Association submitted an application in March, 1978 for an increased water allocation from the Monongahela River. The applicant has proposed increasing the capacity of the water treatment plant from 200 gpm (potential maximum of 288,000 gpd) to 800 gpd (potential maximum of 1,152,000 gpd). The applicant has requested that the allocation be increased to 1,200,000 gpd.

The East Dunkard Water Association is the successor to the Shannopin Water Company, and presently has a water allocation permit to take 250,000 gpd from the Monongahela River at Dilliner in Dunkard Township, Greene County.

Between 1948 and 1970 the population and water needs (both industrial and domestic) declined so that water use in 1970 was reported to be about 100,000 gpd. Since the Association started use of the Monongahela River source, water use has been increasing so that now the applicant reports 1,300 plus families and ten local industries require water from them. They also report that new home service will be refused when the capacity of the water treatment plant is reached with 1,400 families. Although the applicant's consumption figures appear suspect because of the evenness of the water consumption growth, the overall use appears likely to be approaching the capacity of the water treatment plant (288,000 gpd). Although an increase in the capacity of the water treatment plant and an increased allocation appears needed, the amount of increase requested by the applicant appears unrealistically large. Both the Southwestern Pennsylvania Regional Planning Commission (SPRPC) and DER's Bureau of Resources Programming project increased demands by East Dunkard, but they expect far less of an increase. SPRPC points out that much of the growth in Greene County will not be in East Dunkard's service area, and that 208/COWAMP planning for sewage anticipates only updating of the Bobtown sewage plant. Modification of the sewage plan would be required before increased water use could be carried out without substantial problems. In the State Water Plan prepared by the Division of Comprehensive Resources Programming, various allocation deficiencies are shown. However, the deficiencies and expected additional supply to meet the anticipated need is far less than the need projected by the applicant.

This report recommends that the full allocation of 1,200,000 gpd requested by the applicant be reduced to an amount more compatible with SPRPC and DER projections. It is recommended that the allocation be limited to 768,000 gpd, or the amount of water that can be used by the water treatment plant operating at full capacity (800 gpd) for 16 hours.

The Monongahela River is a major artery of navigation. A minimum flow of 340 cfs is needed to operate the navigation system (locks and dams) on the upper Monongahela River. A flow of 340 cfs is equal to the maximum sustained release that can be maintained from Tygart Reservoir. Tygart Reservoir was constructed to provide water for navigation. The navigational servitude gives the Federal Government the power to claim the entire natural and augmented flow of the Monongahela River for commercial navigation. Therefore, the amount of the withdrawals by East Dunkard (and all other) water users should be kept to no more than absolutely necessary for their systems.

The Monongahela River is presently used by East Dunkard and other suppliers as a source of water supply. It has proved a safe drinking water source and is expected to continue to be safe with proper treatment. The capacity of the water treatment plant will be increased from 200 gpm to 800 gpm. The increased allocation will not jeopardize public safety, nor is there expected to be substantial injury to the Commonwealth.

Because the amount of water to be taken by East Dunkard is relatively small, and a considerable part will be returned to the Monongahela River after use, the allocation is not expected to cause substantial injury to the Commonwealth.

The East Dunkard water system is metered, but record keeping by the applicant is not satisfactory. The applicant will be required to comply with the metering conditions so that better management is possible. In addition, the applicant will be required to encourage their customers to conserve water and to monitor their water lines and facilities for leakage and make repairs where necessary.

Finally, the East Dunkard Water Association is being placed on notice that the Monongahela River is an unreliable source during periods of drought flow and is subject to conflicting water demands. The Commonwealth reserves the rights to reopen the permit and impose additional conditions to protect navigation and the public interest.

II. CURRENT STATUS OF CASE

A. East Dunkard Water Association System

The East Dunkard Water Association is a public water supply agency set up in about 1970 to serve water in the area formerly served by the Shannopin Water Company. At that time the source of supply was changed from Dunkard Creek to the Monongahela River.

The Shannopin Water Company was incorporated in 1948 to require the water supply facilities and supply water to the community of Shannopin (Bobtown Post Office) and the coal company which originally built the town. The source of supply was Dunkard Creek and the taking point was one-half mile south of Shannopin. Dunkard Creek had been in continuous use by the coal company as a source of water supply since about 1906. In 1948 the community had an estimated population of about 3,000 people. The demand was estimated to be approximately 60% for industrial uses, and 40% for domestic needs. An allocation for 500,000 gpd from Dunkard Creek was issued on October 13, 1948.

Between 1948 and 1970 the population and water needs (both industrial and domestic) declined so that water use in 1970 was reported in the application to be 100,000 gpd. The applicant reported that Dunkard Creek was proving to be a poor source because streamflow became extremely low in the summer and fall, and water quality became quite poor due to mine drainage and sewage in the stream. Furthermore, the applicant reported that the intake and water treatment facilities were quite old and in poor repair. The applicant hoped to abandon the Dunkard Creek source and facilities when the proposed treatment plant was built at Dilliner and the Monongahela River became the source of supply.

The area served in 1970 besides the community of Shannopin (Bobtown) was the eastern part of Dunkard Township and the southern part of Monongahela Township, extending from West Point Marion in the southeast to beyond Davistown in the northwest. The number of people in the service area was estimated to about 3,000 persons, and was expected to probably remain relatively stable for the immediate future. It is interesting to note that in 1948 the community of Shannopin had an estimated population of about 3,000 people. In an engineering report prepared by the applicant's consulting engineer which accompanied the present application, it is stated that the system presently serves 1,300+ (plus) families, five coal mines and several local industries and establishments. New extensions were expected to serve an additional 28 families, one training center, and three coal mine bathhouses. If each family is assumed to average 3.5 people, the population presently served would be approximately 4,500 people, or 5,200 people if each family is assumed to average 4 people rather than 3.5 people. In either case there appears to have been an significant increase in the number of people served in comparison with 1948 and 1970. A more detailed examination of the population and water demand is contained in the section Need For More Water, Section III. Issues, C.

The water treatment plant built on the left bank of the Monongahela River at Dilliner in Dunkard Township has a capacity of 200 gallons per minute (gpm), or 288,000 gpd, if operated continuously. In 1970 the consulting engineer expected that initially the water treatment plant would operate 8 hours a day (about 100,000 gpd) which could be expanded to 16 hours a day (about 200,000 gpd) or more if needed. On the basis of an expected average daily consumption of 100,000 gpd, and a maximum plant capacity of 288,000 gpd, it appeared a reasonable allocation would be 240,000 gpd to be withdrawn from the Monongahela River at the Dilliner Treatment Plant near River Mile Post 88. The allocation from Dunkard Creek was revoked with use of the Monongahela source.

In March 1978, the East Dunkard Water Association applied for an increased allocation from the Monongahela River. The new application requested a permit to withdraw up to 1,200,000 gpd. The applicant proposed increasing the capacity of the water treatment plant from 200 gpd (potential maximum of 288,000 gpd) to 800 gpm (potential maximum of 1,152,000 gpd).

B. Allocation History

A water allocation permit (W.A. No. 528) was issued to the Shannopin Water Company on October 13, 1948 granting the Company authority to withdraw 500,000 gpd from Dunkard Creek in Dunkard Township, Greene County.

On April 15, 1971, a new permit (W.A. No. 651) was issued to the East Dunkard Water Association granting the Association (successor to Shannopin Water Company) authority to withdraw 250,000 gpd from the Monongahela River at Dilliner, near River Mile Post 88, in Greene County. The new permit revoked the previous permit issued to the Shannopin Water Company as the Dunkard Creek source was to be abandoned with use of the new source on the Monongahela River.

A. Determinations Before Granting Permit

The Water Rights Act of June 24, 1939 outlines in Section 7 the duty of the Commonwealth to investigate water allocation requests and details the factors to be considered in reviewing and approving applications for allocations. Approval of the requested allocation may only be given where it is determined that the proposed new source or additional supply:

1. Will not conflict with the water rights to such water or water rights held by other public water supply agencies.
2. Water and water rights proposed are reasonably necessary for the present purposes and future needs of the public water supply agency making application.
3. Taking of said water or exercise of water rights will not interfere with navigation.
4. Taking of said water or exercise of water rights will not jeopardize public safety.
5. Taking of said water or exercise of water rights will not cause substantial injury to the Commonwealth.

In cases of apparent conflict of interest, the Commonwealth's investigation shall consider the extent of conservation, development and use to the best advantage of existing sources of water supply. A copy of Section 7 of the Act of June 24, 1939 is shown in the Appendix as Note 1.

B. Conflicts With Water Rights of Other Agencies

Section 7 of the Water Rights Act lists the determinations which shall be made prior to approval of a requested allocation. The Department must determine that the requested water rights will not conflict with water rights held by other public water supply agencies.

The Monongahela River serves as a source of water supply to a large number of users, both public water supply and industrial, throughout its length from the West Virginia line to Pittsburgh. In addition, the Monongahela River is used extensively for navigation. The navigational aspects will be covered in

- Section III D. Navigation.

The taking point at Dilliner is approximately three miles above Lock and Dam No. 7 which is must upstream from Greensboro. The next dam upstream is Lock and Dam No. 8 at River Mile Post 90.8, approximately 1.2 miles upstream from the mouth of the Cheat River.

The Dilliner taking point is approximately in the middle of the pool between Dam No. 7 and Dam No. 8. There are no other water supply agencies taking water from the Monongahela River in this reach (Pool No. 7), although the Spring Hill Water Company takes water from the Cheat River. There are a number of water supply agencies which take water from the Monongahela River in the next pool downstream (pool formed by Maxwell Lock and Dam at River Mile Post 61.2), among them the Municipal Authority of the Borough of Carmichaels, Borough of Masontown, and Southwestern Pennsylvania Water Authority. However, the bigger water users are considerably further downstream near to and within the City of Pittsburgh.

The used water served to the Shannopin (Bobtown) area is treated at a sewage treatment plant and the effluent discharges into a small unnamed tributary to Dunkard Creek. Dunkard Creek flows into the Monongahela River approximately one mile below Dilliner. In letter dated November 15, 1978, the applicant's consulting engineer reports that all water served by the East Dunkard system will be returned to the same pool of the Monongahela River (Pool No. 7) since the service area is contained within the same watershed. This is only partially true as most of the service area appears to have on-site sewage disposal (septic tanks). However, a considerable part of the used water does return to Pool No. 7 via the Bobtown sewage treatment plant on a tributary to Dunkard Creek, and in the future more sewage treatment plants will likely return more of the water to Pool No. 7. However, 208/COWAMP plans only anticipate upgrading of the existing Bobtown sewage plant at this time.

DER has reviewed East Dunkard's requested increase in water withdrawals from the Monongahela River. There are few other public water supply or industrial withdrawals in Pool No. 7. A considerable part of the water taken at the Dilliner plant is returned to Pool No. 7. Provided the withdrawals by East Dunkard are kept small, it appears there will be no substantial conflict with the water rights held by other water supply agencies or other water users.

C. Need For More Water

- Section 7 of the Water Rights Act which outlines determinations which shall be made prior to approval of a requested allocation, requires the Department to determine that water rights proposed are reasonably necessary for present purposes and future needs.

In 1948 a water allocation permit was issued to the Shannopin Water Company for 500,000 gpd. Between 1948 and 1970 (when the East Dunkard Water Association succeeded the Shannopin Water Company) the population and water needs declined so that by 1970 water use was reported to be approximately 100,000 gpd. Because of poor water quality and obsolete water facilities on Dunkard Creek, the East Dunkard Water Association requested a new permit to withdraw water from the Monongahela River at Dilliner. A new water treatment plant at Dilliner was designed with a capacity of 200 gallons per minute (gpm), which would be equivalent to 288,000 gpd if operated continuously for 24 hours. However, the consulting engineer reported that the plant would be operated initially for 8 hours a day (about 100,000 gpd) which could be expanded to 16 hours a day (200,000 gpd) or more, if needed. The permit allowed a maximum withdrawal of 250,000 gpd.

The applicant reports that since construction of the Dilliner water treatment plant and use of the Monongahela River as a source, there has been much growth in the number of houses and addition of several industries in the southeastern corner of Greene County. The applicant's consulting engineer reports that the water treatment plant is now at capacity by serving in excess of 1,300 families and 10 local industries. Application for new home services reported will be refused water service when the full capacity of the plant is reached with 1,400 families. Presently, the majority of the houses are in the low moderate to low standard level. The consultant reports that without the immediate expansion of the capacity of the water treatment plant the area will not be able to attract new home construction or attract the needed labor force for the new industry now under construction or expected.

The application gives total annual consumption and average daily water consumption for the years 1971 through 1977. These figures are given below, but are not considered reliable because of the evenness of the water consumption growth.

<u>Year</u>	<u>Total Annual Consumption</u> (million gallons)	<u>Average Day Consumption</u> (mgd)
1971	29.2	80,000
1972	32.85	90,000
1973	36.5	100,000
1974	47.45	130,000
1975	62.05	170,000
1976	80.30	220,000
1977	100.74	276,000

An estimate of the number of people served and amount of water use may be made using the estimated 1,300 families served. If it is assumed each family averages 3.5 people, the population served would be approximately 4,500 people, or 5,200 people if each family averages 4 people rather than 3.5 people. If the average per capita water use is assumed to be 50 gpcd, then average daily water use would be 225,000 gpd for 4,500 people, or 260,000 gpd for 5,200 people. Either way, it appears that the capacity of the water treatment plant has been reached and that additional capacity is necessary if the water supply is to be maintained.

The applicant has proposed increasing the capacity of the water treatment plant from 200 gpm (288,000 gpd) to 800 gpm (1,152,000 gpd). They have requested that the allocation be increased from 250,000 gpd to 1,200,000 gpd. The consulting engineer states that at present there are 1,385 users on the system of which eight are industrial users. They estimate total consumption along with backwash and leakage at 200 gallons per day per customer, or 276,000 gpd. They also state that there are presently 400 new proposed units and 40 on a waiting list. At 200 gallons per day per customer, the consultant estimates the need for an additional 90,000 gpd. The consultant also states that two new portals at Davistown will require a further 60,000 gpd. They estimate that based on these additions, within two years the plant will require a capacity of 366,000 gpd (without the 60,000 gpd for mine portals). The consultant reports that the present demand rate is growing at 20% per year. They report this is excessive, and that a more realistic rate would be 10% per year. Operating at 800 gpm for 22 hours per day, the consultant reports this capacity would be reached in 14 years with a 10% per year growth rate. With a 15% per year growth rate, the capacity would be reached in only 11 years. The figure of 10% growth per year for 14 years would result in a total usage of 1,048,000 gpd if compounded annually. The figure of 15% growth per year for 11 years would result in a total usage of 1,284,000 gpd. The first figure is close to the 800 gpd for 22 hours (1,056,000 gpd) projected by the consultant. The second figure of 1,284,000 gpd is considerably more. Both are based on a present use of 276,000 gpd.

However, neither the 10% per year growth rate, or the 15% per year growth rate appears reasonable. The 400 new units expected by the consultant may never be built, or they may be built over a long period. To expect this rate of increased housing construction to continue continuously for 10 years, or 14 years, or any number of years, is unrealistic. It does not conform with the projections of the Southwestern Pennsylvania Regional Planning Commission (SPRPC) or DER's Bureau of Resources Programming.

SPRPC in letter dated May 11, 1978, stated that their 2000 year forecast indicates that Greene County as a whole will grow about 50%, although there are higher forecasts such as the Greene Hill Coal Company report projecting a doubling of the population. SPRPC pointed out that the major growth areas will be the Franklin-Waynesburg, Jefferson-Morgan, and Carmichaels-Cumberland areas. None of these areas is in East Dunkard's service area, and only Carmichaels-Cumberland borders East Dunkard's service area. SPRPC reports that the high growth area in Cumberland Township around Carmichaels is now and will continue to be served by the Carmichaels Municipal Water Authority. Carmichaels Municipal Water Authority has applied for a permit to double their withdrawals from the Monongahela River from 500,000 gpd to 1,000,000 gpd. The Greensboro area of Monongahela Township is served by the Dunkard Valley Joint Municipal Authority. Finally, SPRPC points out that present 208/COWAMP planning for sewage only anticipates an upgrading of the Bobtown sewage plant. Modification to the sewage plan would be required before increased water use to the rest of East Dunkard's service area could be carried out without substantial problems.

Bureau of Resources Programming's Division of Comprehensive Resources Programming, in memo dated May 1, 1978, state that the State Water Plan shows allocation deficiencies of 120,000 gpd in 1990, and 270,000 gpd in the year 2020. They concede that their analysis does not account for a possible sudden increase in water use due to increased coal mining. While such an increase could make the State Water Plan projections too low, there is no indication that the consultant's projection of 1,200,000 gpd is realistic. Resources Programming suggests that an allocation of 720,000 gpd (500 gpm) seems reasonable to meet future needs.

Taking all the above into account, it seems reasonable to limit the allocation to the amount of water that would be used if the water treatment plant capacity were increased to 800 gpd, and operated for 16 hours. This would be a withdrawal of 768,000 gpd, which is over three times the present allocation, and slightly more than the 720,000 gpd suggested by Resources Programming.

D. Navigation

One of the specific requisites of the Water Rights Act is that navigation be protected. Section 7 of the Act requires that the taking of said water or exercise of water rights not interfere with navigation.

Navigation is a major use of the Monongahela River. The U.S. Army Corps of Engineers maintain the Lock and Dam system on the Monongahela River from upstream above the Pennsylvania-West Virginia line on down past Pittsburgh. During low flow periods, the flow in the Monongahela River is largely sustained by releases from Tygart Reservoir in West Virginia. Tygart Reservoir was built by the Federal Government. One of the principal purposes of the Tygart Reservoir is to sustain navigation. There is no water allocation in Tygart for water supply.

The drainage area of the Monongahela River at the USGS stream gage at Greensboro in Pool No. 7 is 4,407 square miles. This is only slightly less than the 5,213 square miles of the drainage area at the Charleroi gage used in reviewing the application of the Western Pennsylvania Water Company for a large withdrawal at their Elrama Water Treatment Plant. A review was made at that time based largely on U.S. Army Corps of Engineers calculations of low flow at the Charleroi gage and a simulation study of Tygart Dam operations for a 40 year period 1929 to 1969 (simulating that Tygart Reservoir had been completed prior to the 1930's drought, instead of 1938 when it was actually completed). That review showed that in the drought during the fall of 1953, less water was passing the Charleroi gage than was being released from Tygart Reservoir.

A reanalysis of the Corps of Engineer's data (by the Corps and DER) indicates that the flows calculated at the Charleroi gage were too low (mainly due to poor measuring conditions) and that there is more water in the river than thought at that time. However, the increased amount is only marginally better and during drought periods there are still problems.

Water Resources Bulletin No. 12, Low Flow Characteristics of Pennsylvania Streams (published in October, 1977) show a minimum daily flow of 204 cfs for the period of record from 1939-1972. This low flow occurred on September 1-3, 5, 1946. Bulletin No. 12 also showed that for the period of record the discharge would equal or exceed 490 cfs for 98% of the time. By the same token, for two percent of the time, the flow will be lower than 490 cfs.

At a meeting in Pittsburgh on September 23, 1975, the Corps of Engineers reported that a minimum flow of 340 cfs is presently required to operate the Corps navigational locks and dams on the upper Monongahela River. The Corps reported that releases from Tygart Reservoir cannot be increased to compensate for downstream withdrawals. Therefore, even under present conditions the occurrence of a major drought may result in flows which are insufficient to operate the locks at maximum capacity.

In letter dated April 24, 1978, the Corps of Engineers comment that as they have previously stated the Monongahela River does not have adequate flow to meet public water supply needs for the indefinite future. They emphasize that Tygart Reservoir is the only source of any substantial water storage above East Dunkard. Any additional withdrawals for water supply during periods of low flow will encroach on the ability of Tygart Reservoir to maintain adequate flows. As releases from Tygart cannot be increased to compensate for increased downstream withdrawals, the Corps of Engineers believe that new sources such as multiple purpose reservoirs should be considered. They state that the Federal Government is willing to cooperate with local interests in developing such additional sources of water supply in conjunction with other Federal projects. however, due to the small amount of water involved in East Dunkard's case, the Corps of Engineers will not object to an additional withdrawal.

The Bureau of Administrative Enforcement, DER has reviewed the question of water withdrawals from the Monongahela River. As pointed out in memo dated October 6, 1975 (regarding the Western Pennsylvania Water Company, although the facts apply to all withdrawals from the Monongahela River) the navigational servitude gives the Federal Government the power to claim the entire natural and augmented flow of the Monongahela River for commercial navigation. All withdrawals of water initiated under State law, including riparian rights, municipal allocations and industrial takings, are subject to the navigational servitude. The Federal Government can, without compensation, cut off all withdrawals which remove flows necessary or dedicated to navigation.

In view of the limited flow of the Monongahela River during drought periods and the paramount interest of the Federal Government in water to operate the navigation locks and dams, the amount of withdrawals by East Dunkard (and all other) water users should be kept to no more than absolutely necessary to operate their systems. A considerable part of the water withdrawn at Dilliner does not return to the Monongahela River via the Bobtown sewage treatment plant, because only part of East Dunkard's service area is sewered. However, since the unsewered area also drains into the Monongahela River eventually, most of this water will be returned. A total withdrawal of 768,000 gpd (enough to operate at 800 gpm for 16 hours) will have a very small impact on operation of the locks and dams on the Monongahela River. On this basis, it seems reasonable that the taking of 768,000 gpd will not interfere in a substantial way with navigation.

E. Will Not Jeopardize Public Safety

Section 7 of the Water Rights Act requires that a finding be made that the allocation will not jeopardize public safety. Protecting the public safety requires the review of two factors:

1. Quality of the Water Source
2. Quantity of the Water Source

1. Quality of the Water Source

The Safety of the public requires that: (a) the raw water be satisfactory for use as a public water supply; (b) the treatment of the raw water be adequate; and (c) the source be protected from substantial pollution.

a. Raw Water Quality

The Monongahela River is presently used by a large number of public water suppliers (including East Dunkard Water Association). With adequate treatment the river has supplied satisfactory raw water.

b. Water Treatment

East Dunkard presently has a water treatment plant at Dilliner with a capacity of 200 gpm, or 288,000 gpd if operated continuously for 24 hours. East Dunkard plans to increase the capacity of the treatment plant from 200 gpm to 800 gpd, or a maximum capacity of 1,152,000 gpd if operated continuously for 24 hours. Present indications are that the water treatment plant will only operate on a part time basis. The Pittsburgh Regional Office of BWQM will review the design of the expanded water treatment plant to assure adequate treatment.

c. Protection of Source From Pollution

The many public water supplies using the Monongahela River assure that the river will constantly be monitored. The main source of pollution in the upper Monongahela River appears to be mine drainage. However, from a public water supply viewpoint, the mine drainage does not appear to involve a substantial danger to the public. The Fish Commission report the river stocked with warm water fish and that it is not polluted.

2. Quantity of Water Source

Although the Monongahela River has many competing water uses and is considered an unreliable source during drought periods, the upper reaches appear to have sufficient flow to meet East Dunkard's demands. As explained in the section on Navigation (Section III-D), for 98% of the time the flow in the Monongahela River is over 490 cfs (316 mgd). The minimum flow of record was 204 cfs (132 mgd) on September 1-3, 5, 1946. While there may be problems with sufficient flow during drought periods to meet navigational needs, it doesn't appear there will be a problem with enough water physically to meet water supply needs.

F. Will Not Cause Substantial Injury to the Commonwealth

Section 7 of the Water Rights Act requires that before granting an allocation, the Department determine that the proposed taking or exercise of water rights will not cause substantial injury to the Commonwealth.

The amount of water that will be taken by East Dunkard is relatively small compared with the total flow of the Monongahela River at Dilliner. A considerable amount of the water taken will be returned to the same pool via a tributary to Dunkard Creek and Dunkard Creek. In the future it is expected that a larger part of the water taken may be returned after treatment if more sewage treatment plants are built in East Dunkard's service area.

The Fish Commission in memo dated April 14, 1978, recommend approval of an increased allocation to East Dunkard. They report that "all warm water species native to area" are the primary species in the river. They state the river is stocked and is not polluted.

G. Conservation

Section 7 of the Water Rights Act states that the Commonwealth's review of an allocation request shall consider the extent of conservation development and use to the best advantage of existing sources of water supply. As matters of well-stated public policy, the Commonwealth and the Department emphasize the need to treat water as a precious resource which should not be wasted.

The applicant's consulting engineer reports in supplemental information dated November 15, 1978, that the East Dunkard water system is completely metered. They also report in the same submittal that the leakage is less than 15%. The application shows a total annual consumption and average daily consumption for the years 1971 through 1977 which is unnaturally smooth. (See Section III C. Need for More Water). It appears the applicant estimated the average daily consumption and then multiplied by the number of days of the year. The breakdown of amount of water used for various purposes shown in the application is also suspect. The application shows the amount of water presently supplied as 500,000 gpd domestic, 700,000 gpd industrial, and bulk sales of none. Obviously, these figures are not taken from actual meter readings or record keeping. It appears the estimate of less than 15% leakage is strictly a guess, as are the usage figures. The breakdown showing more industrial usage than domestic usage is also suspect if the figure of 1,300 plus families served is to be believed.

There is no indication that the applicant has made any effort to encourage conservation of water by their customers.

It is recommended that the East Dunkard Water Association be instructed to improve their record keeping so that a realistic idea can be obtained of the true amount of water withdrawn and the true amount of water consumed. Good records would also make it possible to calculate what the various water uses are and what the true unaccounted for water loss is.

IV. SUMMARY OF CONCLUSIONS AND REQUIREMENTS

A. Summary of Findings and Conclusions From the Issues Section

1. Conflicts With Water Rights of Other Agencies

East Dunkard's taking point is in the pool created by Dam and Lock No. 7 near Greensboro. DER finds that there are no other water supply agencies using this pool. Part of the used water is treated at the Bobtown sewage treatment plant and returns to Pool 7 via Dunkard Creek. However, most of the service area is served by on-site sewage disposal (septic tanks). Provided the withdrawals by East Dunkard are kept small, it appears there will be no substantial conflict with the water rights of other water supply agencies or other water users.

2. Need For More Water

Water use which declined between 1948 and 1970, is now on the rise. DER finds that water consumption is approaching the capacity of the existing Dilliner water treatment plant (200 gpm, or 288,000 gpd). However, neither DER or SPRPC expect the increased demand to approach the capacity of the upgraded plant (800 gpm, or 1,152,000 gpd), or the requested withdrawal of 1,200,000 gpd. DER finds that an allocation of 768,000 gpd (which is equal to operating an 800 gpm capacity plant for two shifts) appears a reasonable allocation for present purposes and future needs.

3. Navigation

Navigation is one of the major uses of the Monongahela River. Tygart Reservoir releases all or most of the drought flow to operate the locks and maintain navigation. DER finds that the navigational servitude gives the Federal Government the power to claim the entire natural and augmented flow of the Monongahela River for commercial navigation. The Federal Government can, without compensation, cut off all withdrawals which remove flows necessary or dedicated to navigation. DER finds that in view of the limited flow of the Monongahela River during drought periods and the paramount interest of the Federal Government in water to maintain navigation, the amount of withdrawals by East Dunkard (and all other) water users should be kept to no more than absolutely necessary to operate their systems.

4. Will Not Jeopardize Public Safety

DER finds that the Monongahela River is widely used as a source of public water supply. The public safety is protected with adequate water treatment. The capacity of the water treatment plant is to be raised from 200 gpm to 800 gpm. The Pittsburgh Regional Office will review the design of the expended water treatment plant.

DER finds that the Monongahela River has many competing water uses and is considered an unreliable source during drought periods. However, the upper reaches appear to have a sufficient flow to meet East Dunkard's demands.

5. Will Not Cause Substantial Injury to the Commonwealth

DER finds that the amount of water taken by East Dunkard is relatively small compared with the total flow of the Monongahela River at Dilliner. A considerable part of the water withdrawn will be returned via the Bobtown sewage treatment plant.

Other agencies contacted approve of or have no objection to East Dunkard's withdrawals provided the amount is kept realistic. DER's Division of Comprehensive Resources Programming and the SPRPC question the need for such a large increase in allocation, but concede the need for an allocation increase provided it is kept reasonable. DER finds an allocation of 768,000 gpd should not cause substantial injury to the Commonwealth.

6. Conservation

DER finds that East Dunkard's water system is completely metered. However, DER finds that reading of the water meters and keeping of records of water withdrawn and consumed is not satisfactory. DER also finds that East Dunkard has made little if any effort to encourage water conservation by their customers.

B. Summary of Requirements of Water Rights Act for Granting Permit

The Water Rights Act of 1939 requires that for approval the requested allocation meet certain requirements. Granting an increased allocation to East Dunkard appears to satisfy all these conditions, provided the amount is kept to no more than absolutely necessary for present purposes and future needs. The specific criteria are outlined below:

1. Provided the allocation is kept small, there appears to be no substantial conflict with the water rights of other water supply agencies or other water users.
2. The increased allocation is needed to meet water demands which are approaching the capacity of the water treatment plant. An allocation of 768,000 gpd (16 hours of operation at a 800 gpm plant) appears reasonable to meet present purposes and future needs.

3. The navigational servitude gives the Federal Government the power to claim the entire natural and augmented flow of the Monongahela River for commercial navigation in periods of drought. The amount of withdrawal for purposes other than navigation should be kept to no more than absolutely necessary. An allocation of 768,000 gpd (or approximately 1.2 cfs) should not substantially interfere with navigation as a considerable part of the used water is returned to the same pool from which it was withdrawn.
4. Quality of the raw water source is satisfactory, and treatment will be adequate. The Monongahela River is subject to many competing water uses. However, the upper reaches appear to have a sufficient flow to meet East Dunkard's needs and protect the public safety.
5. The amount of water taken by East Dunkard is relatively small. A considerable part of the water withdrawn will be returned after treatment. The allocation will not cause substantial injury to the Commonwealth.
6. The applicant reports that their system is completely metered. However, the applicant will be required to keep improved records so that better water management is possible. The applicant will also be required to encourage water conservation by their customers.

V. CONCLUSION

The application of the East Dunkard Water Association for an increased water withdrawal from the Monongahela River has been carefully reviewed and considered. The most troublesome issues are the fact that the Monongahela River is not a reliable source during periods of drought, and that there are many competing uses for the water. During drought periods, the flow of the Monongahela River is largely, or even completely, sustained by releases from the Tygart Reservoir built and maintained primarily for the purpose of commercial navigation. Provided the withdrawals by East Dunkard are kept small and limited to those absolutely necessary, it appears that an increased allocation can be justified. The public safety is reasonably well protected, and there appears to be no substantial injury to the Commonwealth.

Therefore, it is recommended that the East Dunkard Water Association be granted a permit to withdraw water in the amount of 768,000 gallons per day from the Monongahela River at the existing intake upstream from Mile Post 88, in the Community of Dilliner, Greene County, subject to the following special conditions:

Permit No. WA-651 issued to the East Dunkard Water Association on April 15, 1971, is hereby revoked and shall be returned to the Department of Environmental Resources.

The permittee shall install accurate measuring and recording instruments or devices to determine the amount of water taken at each source. The design and layout of said measuring devices shall be submitted to and be approved by the Department before installation. Records of daily flow readings shall be submitted to the Department at the end of each month and the original records shall be available at all times for inspection by representatives of the Department. The required measuring devices shall be installed and readings shall begin immediately upon the use of the water for intended purposes.

The permittee will adopt and implement a continuous public education program to encourage water conservation in all types of use within the area served by this allocation permit. Such program shall include distribution of information regarding water conservation techniques and the benefits of water conservation. The permittee will report to the department of Environmental Resources on the actions taken pursuant to this program and the impact of those actions, on or before December 31st of each year.

The permittee will establish a systematic program to monitor its water transmission lines and facilities for water leakage and shall make repairs where necessary. The permittee shall file a report describing the systematic program for monitoring its lines and facilities and the actions taken pursuant to the program, on or before December 31st of each year.

The Department finds that the Monongahela River is an unreliable source during times of low flow and is subject to conflicting water demands. The cumulative impact of consumptive water uses from the Monongahela River above its confluence with the Youghiogheny River, including a portion of the water allocated pursuant to this permit, may interfere with navigation, and divert flows released from reservoirs operated by the United States and dedicated pursuant to the federal navigation servitude. The Commonwealth, therefore, reserves the right to reopen this allocation and impose such additional conditions, as now or hereafter authorized by law, necessary to protect navigation and the public safety and interest.

THIS REPORT WAS PREPARED AND IS RESPECTFULLY
SUBMITTED BY:

Arthur T. Alter

A. T. ALTER

ARTHUR T. ALTER, CHIEF
WATER ALLOCATION SECTION
MARCH 6, 1979

The foregoing recommendation
is concurred in:

John E. McSparran

Charles Cannon *3/6/79*

APPENDIX

Note 1: Section 7 of the Water Rights Act of June 24, 1939.

It shall be the duty of the Board upon receipt of an application under Section 6 of the Act, to make such investigation as may be necessary, including a search of the water acquisition record, to determine whether the approval of the application will affect water rights theretofore confirmed or approved, or water rights at that time the subject of application to the Board, or water rights for the acquisition of which a permit shall theretofore have been issued. In case of apparent conflict of interests, the investigation shall include and consider the extent of the conservation development and use to the best advantage of existing sources of water supply. In case of established conflict of interests, the Board, after receipt of an application or at any time or from time to time, shall have the power to issue, modify or impose conditions in permits or confirmed claims for, or to the acquisition of, water rights theretofore or thereupon issued when deemed necessary by the Board in the public interest, and it shall be the duty of the Board to issue and it shall issue all such permits and modification and conditioning orders as the public interest shall require.

However, if the Board finds that the proposed new source or additional supply will not conflict with the rights to such water or to water rights held by any other public water supply agency which are reasonably necessary for its present purposes or future needs, and that the water or the water rights proposed to be acquired are reasonably necessary for the present purposes and future needs of the public water supply agency making application, that the taking of said water or the exercise of said water rights will not interfere with navigation, jeopardize public safety, or cause substantial injury to the Commonwealth, then, and in that case, the Board shall approve the application and shall issue a permit therefor.

SUPPLEMENTAL REPORT
UPON THE APPLICATION FOR
WATER ALLOCATION

2675601

February 17, 1977

Southwestern Pennsylvania Water Authority serves a large part of western Fayette County, most of central Greene County, and a small part of East Bethlehem Township, in Washington County.

Terry Pallas of the Pittsburgh Regional Office reported by telephone on February 10, 1977, that the Pittsburgh Office has no record of any outstanding violations against Southwestern Pennsylvania Water Authority.

Thomas Vayansky (Facilities Chief, Pittsburgh Regional Office) reported by telephone on February 15, 1977, that there are a few sewage problems in the service area served by S. W. Pa. Water Authority. However, all known problems are recognized and in the process of being resolved. Specifically, Mr. Vayansky cited the following problem areas:

1. Fairchance-Georges Township area (Fayette County)

Fairchance and Georges Township have signed a letter of intent to jointly tackle sewage problems in their service area. Presently they are asking a grant for Step I Planning under P.L. 92-500 (Federal Water Pollution Control Act).

2. Waynesburg-Franklin Township area (Greene County)

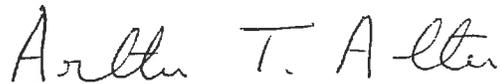
There are some problems in the Franklin Township area. Presently they are ready for Step III Construction under P.L. 92-500.

3. Fredericktown-East Bethlehem Township area (Washington County)

S. W. Pa. Water Authority have a 8" transmission line at the southern end of East Bethlehem Township which may have a cross-connection to the Fredericktown system. Fredericktown has had a problem with sewage, but construction is now underway under Step III P.L. 92-500.

As already agreed to by Bankson Engineers (S. W. Pa. Authority's consulting engineer), Vayansky and D & E, S. W. Pa. Water Authority will apply for a permit to increase the capacity of the water treatment plant from 3.5 m.g.d. to 7.0 m.g.d. by going to high-rate filtration (from 2 gals./min./sq. ft. to 4 gals./min./sq. ft.) A special condition (listed as Condition #8 in permit) states that the increase in allocation will not become effective until the permittee obtains a water supply permit for the increased capacity of the treatment plant. This matter was most recently discussed with Tom Vayansky on February 3, 1977.

Respectfully submitted,



Arthur T. Alter
Division of Dams and Encroachments

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3079501

ISSUE DATE: 7/22/1980

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 BUREAU OF WATER QUALITY MANAGEMENT

WATER SUPPLY PERMIT

NO. 3079501

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Association P. O. Box 241 Dilliner, PA 15237</p>	<p>B. PROJECT LOCATION</p> <p>SERVING WATER TO THE PUBLIC WITHIN:</p> <p>Municipality <u>Dunkard, Monongahela, Greene.</u> County <u>Cumberland, Whitely and Perry. Greene</u></p>
---	--

C. THIS PERMIT APPROVES FOR: 1. Use as Source of Supply 2. Construction 3. Operation

AS INDICATED BELOW:

<p>4. Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Stream <input type="checkbox"/> Lake</p>	<p>5. Facilities</p> <p><input type="checkbox"/> Impoundment <input checked="" type="checkbox"/> Settling <input checked="" type="checkbox"/> Filtration <input checked="" type="checkbox"/> Iron Removal <input type="checkbox"/> Softening</p>
---	---

Disinfection
 Pump Station(s)
 Transmission Lines
 Distribution Storage
 Distribution System

KNOWN AS The East Dunkard Water Association Treatment Plant

YOU ARE HEREBY AUTHORIZED TO USE AS SOURCE(S) OF SUPPLY, CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, ARTICLE II, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL RESOURCES OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL RESOURCES UNDER THE AUTHORITY OF THE ACT OF APRIL 22, 1905, (P.L. 260), AS AMENDED AND SECTION 2109 OF THE ADMINISTRATIVE CODE OF 1929, THE ACT OF APRIL 9, 1929 (P.L. 177), AS AMENDED.

PERMIT ISSUED
 Date 7/22/80

DEPARTMENT OF ENVIRONMENTAL RESOURCES
 By Terry R. Fabian
 Terry R. Fabian
 Title Regional Director
 Environmental Protection

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

For Department Use Only

INTERNAL REVIEW AND RECOMMENDATIONS
Accepted: 12-27-79NAME OF APPLICANT East Dunkard Water Assoc. PROJECT LOCATION Dunkard Township
Greene County APPLICATION NUMBER 3079501

BRIEF DESCRIPTION OF PROJECT AND DISCUSSION (Use Additional Sheets if Necessary)

Proposed expansion of the Association's existing 200 g.p.m. water treatment plant to a capacity of 800 g.p.m. This will be accomplished, in essence, by the replacement of existing units with larger units of the same kind. The treatment process will remain virtually the same as before the expansion. The water source is the Monongahela River, approved by Permit No. 3069501.

The treatment facilities and process will be as follows: Chlorine, Alum, Soda Ash, Potassium Permanganate and a coagulant aid will be added to the raw water upon entry into a new 110,000 gal. upflow clarifier. From there it will flow into two (three provided) 16 ft. diameter Manganese-Zeolite sand filters. These filters will be automatic, valveless and gravity fed. Backwash will be initiated by the increased head on a dirty filter. The filtration rate will be 2 g.p.m./S.F. The designer has chosen to retain the use of Mn-Zeolite "Green Sand" as the filter media because in addition to its filtration properties, it serves as a buffer against under and overloads of Potassium Permanganate. From the filters the water will flow through a 16 ft. diameter activated carbon filter, for removal of taste, odor and chlorine. This filter will be backwashed conventionally when necessary. It will be by-passed during backwashing. All water will be post-chlorinated before entry into the clearwell. One new gas chlorinator will be supplied and properly housed in a blocked off corner of the main treatment building. Four chemical feeders will be supplied. Critical parts for the chlorinator and the feeders will be stored on the site, and new chlorinators and feeders can be obtained within 20 miles of the plant.

Also to be provided or constructed as part of the project will be: 22,600 gal. additional clearwell capacity, a 50 ft. x 88 ft. addition to the existing treatment

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT (Industrial Wastes Only)

RECOMMENDATION AND ACTION

Approve -- Issue By Region	Approve -- Issue By Central Office	Refuse	Signature	Date
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REVIEWING ENGINEER <i>Fred S. Anton</i>	7-16-80
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REGIONAL SANITARIAN <i>[Signature]</i>	7-17-80
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REGIONAL DIRECTOR, ENVIRONMENTAL PROTECTION <i>[Signature]</i>	7/27/80
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERMIT CONDITIONS:

1. STANDARD

2. SPECIAL (Use Additional Sheets if Necessary)

WATER SUPPLY OPERATIONS AMENDED PERMIT

PERMIT NO. 3079501-A1

ISSUED DATE: 4/4/1988

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF COMMUNITY ENVIRONMENTAL CONTROL

PUBLIC WATER SUPPLY PERMIT

NO. 3079501-A1

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Association P.O. Box 241 Dillner, PA 15327</p>	<p>B. PROJECT LOCATION</p> <p>Municipality <u>Dunkard Township</u> County <u>Greene</u></p>
---	--

C. THIS PERMIT APPROVES FOR: 1. Use as Source of Supply 2. Construction 3. Operation

AS INDICATED BELOW:

<p>4. Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Stream <input type="checkbox"/> Lake</p>	<p>5. Facilities</p> <p><input type="checkbox"/> Impoundment <input type="checkbox"/> Settling <input type="checkbox"/> Filtration <input type="checkbox"/> Iron and Manganese Treatment <input type="checkbox"/> Softening <input checked="" type="checkbox"/> Fluoridation <input type="checkbox"/> Other _____</p>	<p><input type="checkbox"/> Substation <input type="checkbox"/> Disinfection <input type="checkbox"/> Pump Station(s) <input type="checkbox"/> Transmission Lines <input type="checkbox"/> Distribution Storage <input type="checkbox"/> Distribution System</p>
--	--	--

KNOWN AS Fluoride Facilities

YOU ARE HEREBY AUTHORIZED TO USE AS SOURCE(S) OF SUPPLY, CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, ARTICLE II, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL RESOURCES OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL RESOURCES UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 308, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(a) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS ~~None~~ None

THIS PERMIT IS SUBJECT TO THE FOLLOWING STANDARD CONDITIONS RELATING TO EROSION CONTROL

Construction
PERMIT ISSUED
Date 4-4-88
Operation
Permit Issued
Date MAR 29 1988

DEPARTMENT OF ENVIRONMENTAL RESOURCES
By Joseph W. Chnupa
Joseph W. Chnupa
Title Sanitarian Regional Manager
By Thomas R. Vozanich
Title Regional Manager

WATER SUPPLY OPERATIONS AMENDED PERMIT

PERMIT NO. 3079501-A2

ISSUED DATE: 5/26/1995

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 BUREAU OF COMMUNITY ENVIRONMENTAL CONTROL

PUBLIC WATER SUPPLY PERMIT

NO. 3079501-A2

<p>A. PERMITTEE: (Name and Address) East Dunkard Water Association PO Box 241 Colliner, Pennsylvania 15327</p>	<p>B. PROJECT LOCATION</p> <p>Municipality <u>Dunkard Township</u></p> <p>County <u>Greene</u></p>
--	---

C. THIS PERMIT APPROVES FOR: 1. Use as Source of Supply 2. Construction 3. Operation

AS INDICATED BELOW:

<p>4. Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Stream <input type="checkbox"/> Lake</p>	<p>5. Facilities</p> <p><input type="checkbox"/> Impoundment <input type="checkbox"/> Settling <input type="checkbox"/> Filtration <input type="checkbox"/> Iron and Manganese Treatment <input type="checkbox"/> Softening <input type="checkbox"/> Fluoridation <input type="checkbox"/> Other _____</p>	<p><input type="checkbox"/> Stabilization <input type="checkbox"/> Disinfection <input checked="" type="checkbox"/> Pump Station(s) <input type="checkbox"/> Transmission Lines <input checked="" type="checkbox"/> Distribution Storage <input type="checkbox"/> Distribution System</p>
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KNOWN AS Bald Hill Tank and Pump Station

YOU ARE HEREBY AUTHORIZED TO USE AS SOURCE(S) OF SUPPLY, CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, ARTICLE II, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL RESOURCES OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

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THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____

THIS PERMIT IS SUBJECT TO THE FOLLOWING STANDARD CONDITIONS RELATING TO EROSION CONTROL
N/A

PERMIT ISSUED
 Date MAY 26 1995

DEPARTMENT OF ENVIRONMENTAL RESOURCES
 By Thomas R. Vayansky
 Thomas R. Vayansky
 Title Regional Manager

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 WATER SUPPLY AND COMMUNITY HEALTH

INTERNAL REVIEW AND RECOMMENDATIONS

Accepted: May 26, 1994

Application No. 3079501-A2

Name of Applicant East Dunkard Water Association Project East Dunkard Water Association
 Name & Location Dunkard Township
Greene County

DESCRIPTION OF PROJECT AND DISCUSSION

The applicant requests a permit to operate an existing pump station and tank serving the Bald Hill area of Dunkard Township, Greene County. The pump station is a Systecon model 5102 skid mounted unit. All equipment is housed in a hinged fiberglass cover which contains two Aurora 10 HP vertical turbine pumps, each of which are capable of 60 gpm against 200 feet TDH. A heater, a small exhaust fan, a control panel and telemetry equipment are also included. Isolation and check valves are present. Operation of the pump is governing by the tank level.

The tank is a bolted together glass fused to steel unit, 14 feet in diameter with a sidewall height of 28 feet. Capacity is stated at 28,000 gallons. It is designed to withstand a 100 mph wind load and is constructed in accordance with AWWA specifications. Accessories include a roof vent, a shell manhole, a roof manhole, a drain, a ladder with a locking safety cage, an 8 inch overflow line and a level indicator. Water enters and exits the tank via a 4 inch line. A small valve pit contains an altitude valve.

RECOMMENDATION AND ACTION

Approve	Refuse	Signature	Date
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REVIEWING ENGINEER/njh <i>Charles J. Callis</i>	5-26-95
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CHIEF, TECHNICAL SERVICES <i>Doreen A. Cook</i>	5/26/95
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REGIONAL PROGRAM MANAGER <i>Shirley R. Klaynsky</i>	5-26-95

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3000501

ISSUE DATE: 11/8/2004

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PUBLIC WATER SUPPLY PERMIT

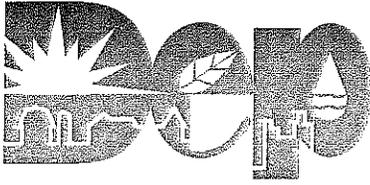
NO. 3000501

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Association Box 241 Dilliner, PA 15327</p>	<p>B. PROJECT/PLANT LOCATION</p> <p>Municipality <u>East Dunkard Township</u> County <u>Greene</u></p>			
<p>C. THIS PERMIT APPROVES FOR: 1. <input type="checkbox"/> CONSTRUCTION 2. <input checked="" type="checkbox"/> OPERATION OF FACILITIES</p> <p>AS INDICATED BELOW: Approved Under Construction Permit No. <u>3000501</u></p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; vertical-align: top; border: none;"> <p>Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Finished Water</p> </td> <td style="width:33%; vertical-align: top; border: none;"> <p>Facilities</p> <p><input type="checkbox"/> Impoundment <input type="checkbox"/> Settling <input type="checkbox"/> Filtration <input type="checkbox"/> Iron and Manganese Treatment <input type="checkbox"/> Softening <input type="checkbox"/> Fluoridation <input type="checkbox"/> Distribution Facility</p> </td> <td style="width:33%; vertical-align: top; border: none;"> <p>BVRB</p> <p><input type="checkbox"/> Bottled Water System <input type="checkbox"/> Bulk Water Hauling System <input type="checkbox"/> Vended Water System <input type="checkbox"/> Retail Water Facility</p> </td> </tr> </table> <p>KNOWN AS <u>East Dunkard Bolted Steel Water Storage Tank</u></p>		<p>Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Finished Water</p>	<p>Facilities</p> <p><input type="checkbox"/> Impoundment <input type="checkbox"/> Settling <input type="checkbox"/> Filtration <input type="checkbox"/> Iron and Manganese Treatment <input type="checkbox"/> Softening <input type="checkbox"/> Fluoridation <input type="checkbox"/> Distribution Facility</p>	<p>BVRB</p> <p><input type="checkbox"/> Bottled Water System <input type="checkbox"/> Bulk Water Hauling System <input type="checkbox"/> Vended Water System <input type="checkbox"/> Retail Water Facility</p>
<p>Source</p> <p><input type="checkbox"/> Well(s) <input type="checkbox"/> Spring(s) <input type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Finished Water</p>	<p>Facilities</p> <p><input type="checkbox"/> Impoundment <input type="checkbox"/> Settling <input type="checkbox"/> Filtration <input type="checkbox"/> Iron and Manganese Treatment <input type="checkbox"/> Softening <input type="checkbox"/> Fluoridation <input type="checkbox"/> Distribution Facility</p>	<p>BVRB</p> <p><input type="checkbox"/> Bottled Water System <input type="checkbox"/> Bulk Water Hauling System <input type="checkbox"/> Vended Water System <input type="checkbox"/> Retail Water Facility</p>		
<p>LIMIT OF AUTHORIZATION</p> <p>YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109 OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.</p> <p>THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.</p> <p>NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.</p> <p>THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.</p> <p>THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____</p>				
<table style="width:100%; border: none;"> <tr> <td style="width:50%; text-align: center;"> <p>PERMIT ISSUED</p> <p>Date <u>Nov. 8, 2004</u></p> </td> <td style="width:50%; text-align: center;"> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By <u>Joseph S. Tarara</u> Joseph S. Tarara Title <u>Regional Manager</u></p> </td> </tr> </table>		<p>PERMIT ISSUED</p> <p>Date <u>Nov. 8, 2004</u></p>	<p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By <u>Joseph S. Tarara</u> Joseph S. Tarara Title <u>Regional Manager</u></p>	
<p>PERMIT ISSUED</p> <p>Date <u>Nov. 8, 2004</u></p>	<p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By <u>Joseph S. Tarara</u> Joseph S. Tarara Title <u>Regional Manager</u></p>			

WATER SUPPLY OPERATIONS AMENDED PERMIT

PERMIT NO. 3000501-A-1

ISSUE DATE: 2/2/2005



Pennsylvania Department of Environmental Protection

400 Waterfront Drive
Pittsburgh, PA 15222-4745

FEB - 2 2005

Southwest Regional Office

412-442-4000
Fax 412-442-4303

CERTIFIED MAIL NO. 7000 1670 0005 1020 2467

COPY

James Holbert
East Dunkard Water Association
Po Box 241
Dilliner, PA 15327-0241

Re: Public Water Supply
Construction/Operation Permit No. 3000501-A1
East Dunkard Water Association
PWS I.D. No. 5300012
Dilliner
Greene County

Dear Mr. Holbert:

We are pleased to enclose Water Supply Permit No. 3000501-A1 for the construction and operation of the DelPac (polyaluminum chloride) coagulant feed system.

This permit is issued in response to an operation inspection conducted by Department of Environmental Protection personnel on July 26, 2004.

Your facilities will be periodically inspected by representatives from our Uniontown District Office located at 100 New Salem Road, Uniontown, PA 15401. Their telephone number is 724-439-7431.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483.



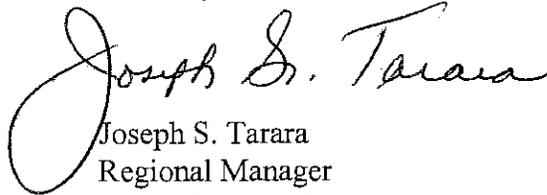
This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact William Dever at the above telephone number or address.

Sincerely,



Joseph S. Tarara
Regional Manager
Water Supply Management

bcc: K. Frederick – California District Office
B. Herr – Beaver Falls District Office
Region File
D. Plank
W. Dever

JST:WD:kp

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PUBLIC WATER SUPPLY PERMIT

NO. 3000501-A1

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Association PO Box 241 Dilliner, PA 15327-0241</p>	<p>B. PROJECT/PLANT LOCATION</p> <p>Municipality <u>Dilliner</u></p> <p>County <u>Greene</u></p>
---	--

C. THIS PERMIT APPROVES FOR: 1. CONSTRUCTION 2. OPERATION OF FACILITIES

AS INDICATED BELOW: Approved Under Construction Permit No. _____

- | Source | Facilities | BVRB |
|--|--|--|
| <input type="checkbox"/> Well(s) | <input type="checkbox"/> Impoundment | <input type="checkbox"/> Bottled Water System |
| <input type="checkbox"/> Spring(s) | <input type="checkbox"/> Settling | <input type="checkbox"/> Bulk Water Hauling System |
| <input type="checkbox"/> Surface Water | <input type="checkbox"/> Filtration | <input type="checkbox"/> Vended Water System |
| <input checked="" type="checkbox"/> Finished Water | <input checked="" type="checkbox"/> Iron and Manganese Treatment | <input type="checkbox"/> Retail Water Facility |
| | <input type="checkbox"/> Softening | |
| | <input type="checkbox"/> Fluoridation | |
| | <input type="checkbox"/> Distribution Facility | |
| | <input type="checkbox"/> General Corrosion Control | |
| | <input type="checkbox"/> Corrosion Control for lead/copper | |
| | <input type="checkbox"/> Disinfection | |
| | <input type="checkbox"/> Pump Station(s) | |
| | <input type="checkbox"/> Transmission Lines | |
| | <input type="checkbox"/> Finished Water Storage | |
| | <input checked="" type="checkbox"/> Other <u>polyaluminum chloride</u> | |

KNOWN AS Addition of DelPac (polyaluminum chloride)

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109 OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

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THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____

PERMIT ISSUED

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date FEB 01, 2005 By Joseph S. Tarara
 Title Regional Manager

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 WATER SUPPLY MANAGEMENT

INTERNAL REVIEW AND RECOMMENDATIONS
 Construction and Operation Permit

Accepted: November 10, 2004

Application No. 3000501-A1
 PWS ID No. 5300012
 Auth. ID No. 572559

Name of Applicant: East Dunkard Water Association

Project Name & Location: Addition of DelPac (polyaluminum chloride) Dilliner Greene County

DESCRIPTION OF PROJECT AND DISCUSSION

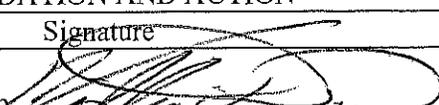
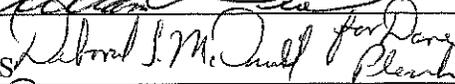
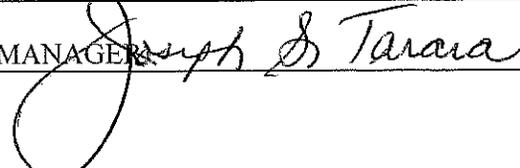
The East Dunkard Water Association has applied for a Water Supply Permit to construct and operate a coagulant feed system at its water treatment plant located in Dilliner, Pennsylvania, Greene County.

On August 16, 1996, the Department approved a trial use of DelPac (polyaluminum chloride solution) to be used as an alternative coagulant instead of its existing coagulant, alum. The East Dunkard Water Association has found that the DelPac was more effective in turbidity removal and sludge reduction than the alum.

The coagulant feed system will consist of the injection of the DelPac into the raw water line via a 55-gallon drum and a LMI Pump Module B 1411 capable of delivering seven (7) gph at 30 psi. The East Dunkard Water Association has been administering a dosage range of 30-70 mg/l which has been working effectively. There is also a back-up feed pump available at the water treatment plant.

A Professional Engineer has certified that the information contained in the plans, specifications and reports for this project has been prepared in accordance with accepted engineering practices, is true and correct, and is in conformance with the standards, guidelines and requirements of the Department of Environmental Protection.

Hydrogeologic report attached Does not apply

RECOMMENDATION AND ACTION			
Approve	Refuse	Signature	Date
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REVIEWING ENGINEER/kp 	2/1/05
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CHIEF, TECHNICAL SERVICES  for Perry Plemb	2/1/05
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REGIONAL PROGRAM MANAGER 	2/1/05

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3009502

ISSUE DATE: 5/3/2013

PUBLIC WATER SUPPLY PERMIT

NO. 3009502

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Authority PO Box 241, SR88 Dilliner, PA 15327</p>	<p>B. PROJECT/PLANT LOCATION</p> <p>Municipality <u>Dunkard Township</u></p> <p>County <u>Greene</u></p>
--	--

C. THIS PERMIT APPROVES FOR: 1. CONSTRUCTION 2. OPERATION OF FACILITIES
 AS INDICATED BELOW: Approved Under Construction Permit No. 3009502

- | Source | Facilities | BVRB | |
|---|---|--|--|
| <input type="checkbox"/> Well(s) | <input type="checkbox"/> Impoundment | <input type="checkbox"/> General Corrosion Control | <input type="checkbox"/> Bottled Water System |
| <input type="checkbox"/> Spring(s) | <input type="checkbox"/> Settling | <input type="checkbox"/> Corrosion Control for lead/copper | <input type="checkbox"/> Bulk Water Hauling System |
| <input type="checkbox"/> Surface Water | <input type="checkbox"/> Filtration | <input type="checkbox"/> Disinfection | <input type="checkbox"/> Vended Water System |
| <input type="checkbox"/> Finished Water | <input type="checkbox"/> Iron and Manganese Treatment | <input checked="" type="checkbox"/> Pump Station(s) | <input type="checkbox"/> Retail Water Facility |
| | <input type="checkbox"/> Softening | <input type="checkbox"/> Transmission Lines | |
| | <input type="checkbox"/> Fluoridation | <input checked="" type="checkbox"/> Finished Water Storage | |
| | <input type="checkbox"/> Distribution Facility | <input type="checkbox"/> Other _____ | |

KNOWN AS 800 gallon per minute water filtration unit, water intake pumps, high service pumps, three water booster stations, three water storage tanks, and an in-line static mixer

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____

PERMIT ISSUED

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date MAY 8 2013

By Deborah L. McDonald

Deborah L. McDonald, P.E.

Title Regional Manager

WATER SUPPLY OPERATIONS AMENDED PERMIT

PERMIT NO. 3012503MA

ISSUE DATE: 4/11/2014

WATER SUPPLY CONSTRUCTION PERMIT

PERMIT NO. 3014501

ISSUE DATE: 5/10/2014



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHWEST REGIONAL OFFICE

MAY 10 2014

CERTIFIED MAIL NO. 7000 1670 0005 1018 5340

Barry K. Bennett, Manager
East Dunkard Water Authority
PO Box 241, SR88
Dilliner, PA 15327

Re: Public Water Supply
Construction Permit No. 3014501
East Dunkard Water Authority
PWS ID No. 5300012
Dunkard Township
Greene County

Dear Mr. Bennett:

We are pleased to enclose Water Supply Permit No. 3014501 for the construction of the new 360,000 gallon Griffin glass-fused-to-steel water storage tank with a mixing system. This permit is issued in response to your application received on January 18, 2014 with revisions date through May 1, 2014.

Please note the Special Conditions attached to your construction permit.

Issuance of the enclosed construction permit is authorized in accordance with the provisions of the laws of the Commonwealth. **Operation of the above mentioned facilities is not authorized. Our office should be notified at least 30 days prior to your plan to use the proposed facility so that an inspection can take place.** If the facility has been constructed in accordance with the construction permit, an operation permit will then be issued.

This construction permit will expire 2 years from the date of issuance unless substantial work is initiated. The Department may grant extensions if a written request is submitted prior to the expiration date.

Please have your authorized representative and supervising engineer complete the enclosed Certificate of Construction/Modification Form and mail it to our office when construction is complete. **Emails or facsimiles will not be accepted. All analyses as may be required by your permit special conditions will need to be attached to the Certificate of Construction in order for it to be considered a complete application.** Also note that your Certified Operator's certificate number will be needed in completing this form. **Upon receipt of a complete application, we will schedule an inspection so an operations permit can be issued.**

This authorization does not relieve the applicant from applying for and obtaining any additional permits or approvals from local, state or federal agencies required for this project. Please be advised that if any other permits are required for this project, they must be issued prior to undertaking the activities described in the permit application. Issuance of the enclosed permits does not indicate an affirmative action on any other pending permit applications. If you are uncertain as to whether or not other permits are needed for this project, please use the Department's "Pre-Application Information Tool" which can be found at <http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-11548>.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Cliff Dashti at 412.442.4118.

Sincerely,



Ronald A. Schwartz, P.E., BCEE
Acting Regional Manager
Safe Drinking Water Program

Enclosures

cc: Dakota Engineering Associates, Inc.
Region File
Uniontown District Office



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHWEST REGIONAL OFFICE

BUREAU OF SAFE DRINKING WATER

**PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS**

No. 3014501

EAST DUNKARD WATER AUTHORITY

Construction of the new 360,000 gallon Griffin glass-fused-to-steel water storage tank with a mixing system

Dunkard Township
Greene County

- A. This permit authorizes construction but not operation of the facilities. In accordance with 25 PA Code, Section 109.501(c) and 109.504, the permittee shall not operate the facilities until the permittee has obtained a Public Water Supply Operation permit. Upon completion of construction the permittee is to submit the Certificate of Construction/Modification certifying that the work has been completed in accordance with the approved plans and specifications, and that adequate operation and maintenance information for the approved facilities is available on site for use by the public water system's personnel. Upon receipt of the Certificate, the Department will schedule a pre-operation inspection to verify the information provided. Upon successful inspection the permittee will be issued an Operations Permit.
- B. Prior to commencement of construction activities, East Dunkard Water Authority shall secure all other permits and approvals. Copies of these permits shall be submitted to the Department.
- C. Prior to commencement of construction activities for the proposed water storage tanks, East Dunkard Water Authority shall conduct a thorough geotechnical evaluation at the location of the proposed water storage tanks to obtain information of sub-surface material for tank foundation design and also to determine if the sub-surface material is suitable for construction of water storage tank.

Copies of the above information shall be submitted to the Department prior to commencement of construction activities.

WATER SUPPLY CONSTRUCTION PERMIT

PERMIT NO. 3014503

ISSUE DATE: 5/10/2014



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

MAY 10 2014

CERTIFIED MAIL NO. 7000 1670 0005 1024 4825

Barry K. Bennett, Manager
East Dunkard Water Authority
PO Box 241, SR88
Dilliner, PA 15327

Re: Public Water Supply
Construction Permit No. 3014503
East Dunkard Water Authority
PWS ID No. 5300012
Dunkard Township
Greene County

Dear Mr. Bennett:

We are pleased to enclose Water Supply Permit No. 3014503 for the construction of the new 200,000 gallon Abel glass-fused-to-steel water storage tank with a mixing system. This permit is issued in response to your application received on January 18, 2014 with revisions date through May 1, 2014.

Please note the Special Conditions attached to your construction permit.

Issuance of the enclosed construction permit is authorized in accordance with the provisions of the laws of the Commonwealth. **Operation of the above mentioned facilities is not authorized. Our office should be notified at least 30 days prior to your plan to use the proposed facility so that an inspection can take place.** If the facility has been constructed in accordance with the construction permit, an operation permit will then be issued.

This construction permit will expire 2 years from the date of issuance unless substantial work is initiated. The Department may grant extensions if a written request is submitted prior to the expiration date.

Please have your authorized representative and supervising engineer complete the enclosed Certificate of Construction/Modification Form and mail it to our office when construction is complete. **Emails or facsimiles will not be accepted. All analyses as may be required by your permit special conditions will need to be attached to the Certificate of Construction in order for it to be considered a complete application.** Also note that your Certified Operator's certificate number will be needed in completing this form. **Upon receipt of a complete application, we will schedule an inspection so an operations permit can be issued.**

This authorization does not relieve the applicant from applying for and obtaining any additional permits or approvals from local, state or federal agencies required for this project. Please be advised that if any other permits are required for this project, they must be issued prior to undertaking the activities described in the permit application. Issuance of the enclosed permits does not indicate an affirmative action on any other pending permit applications. If you are uncertain as to whether or not other permits are needed for this project, please use the Department's "Pre-Application Information Tool" which can be found at <http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-11548>.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Cliff Dashti at 412.442.4118.

Sincerely,



Ronald A. Schwartz, P.E., BCEE
Acting Regional Manager
Safe Drinking Water Program

Enclosures

cc: Dakota Engineering Associates, Inc.
Region File
Uniontown District Office



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

SPECIAL CONDITIONS

No. 3014503

EAST DUNKARD WATER AUTHORITY

Construction of the new 200,000 gallon Able glass-fused-to-steel water storage tank with a mixing system

Dunkard Township
Greene County

- A. This permit authorizes construction but not operation of the facilities. In accordance with 25 PA Code, Section 109.501(c) and 109.504, the permittee shall not operate the facilities until the permittee has obtained a Public Water Supply Operation permit. Upon completion of construction the permittee is to submit the Certificate of Construction/Modification certifying that the work has been completed in accordance with the approved plans and specifications, and that adequate operation and maintenance information for the approved facilities is available on site for use by the public water system's personnel. Upon receipt of the Certificate, the Department will schedule a pre-operation inspection to verify the information provided. Upon successful inspection the permittee will be issued an Operations Permit.
- B. Prior to commencement of construction activities, East Dunkard Water Authority shall secure all other permits and approvals. Copies of these permits shall be submitted to the Department.
- C. Prior to commencement of construction activities for the proposed water storage tanks, East Dunkard Water Authority shall conduct a thorough geotechnical evaluation at the location of the proposed water storage tanks to obtain information of sub-surface material for tank foundation design and also to determine if the sub-surface material is suitable for construction of water storage tank.

Copies of the above information shall be submitted to the Department prior to commencement of construction activities.

WATER SUPPLY CONSTRUCTION PERMIT

PERMIT NO. 3014504

ISSUE DATE: 5/10/2014



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

MAY 10 2014

CERTIFIED MAIL NO. 7000 1670 0005 1024 4818

Barry K. Bennett, Manager
East Dunkard Water Authority
PO Box 241, SR88
Dilliner, PA 15327

Re: Public Water Supply
Construction Permit No. 3014504
East Dunkard Water Authority
PWS ID No. 5300012
Dunkard Township
Greene County

Dear Mr. Bennett:

We are pleased to enclose Water Supply Permit No. 3014504 for the construction of the new 200,000 gallon Donley glass-fused-to-steel water storage tank with a mixing system. This permit is issued in response to your application received on January 18, 2014 with revisions date through May 1, 2014.

Please note the Special Conditions attached to your construction permit.

Issuance of the enclosed construction permit is authorized in accordance with the provisions of the laws of the Commonwealth. **Operation of the above mentioned facilities is not authorized. Our office should be notified at least 30 days prior to your plan to use the proposed facility so that an inspection can take place.** If the facility has been constructed in accordance with the construction permit, an operation permit will then be issued.

This construction permit will expire 2 years from the date of issuance unless substantial work is initiated. The Department may grant extensions if a written request is submitted prior to the expiration date.

Please have your authorized representative and supervising engineer complete the enclosed Certificate of Construction/Modification Form and mail it to our office when construction is complete. **Emails or facsimiles will not be accepted. All analyses as may be required by your permit special conditions will need to be attached to the Certificate of Construction in order for it to be considered a complete application.** Also note that your Certified Operator's certificate number will be needed in completing this form. **Upon receipt of a complete application, we will schedule an inspection so an operations permit can be issued.**

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If you have any questions concerning this matter, please contact Cliff Dashti at 412.442.4118.

Sincerely,



Ronald A. Schwartz, P.E., BCEE
Acting Regional Manager
Safe Drinking Water Program

Enclosures

cc: Dakota Engineering Associates, Inc.
Region File
Uniontown District Office

PUBLIC WATER SUPPLY PERMIT

NO. 3014504

A. PERMITTEE: (Name and Address)

East Dunkard Water Authority
 PO Box 241, SR88
 Dilliner, PA 15327

B. PROJECT/PLANT LOCATION

Municipality Dunkard TownshipCounty GreeneC. THIS PERMIT APPROVES FOR: 1. CONSTRUCTION2. OPERATION OF FACILITIES

AS INDICATED BELOW:

Approved Under Construction Permit No. _____

SourceFacilitiesBVRB Well(s) Impoundment General Corrosion Control Bottled Water System Spring(s) Settling Corrosion Control for lead/copper Bulk Water Hauling System Surface Water Filtration Disinfection Vended Water System Finished Water Iron and Manganese Treatment Pump Station(s) Retail Water Facility Softening Transmission Lines Fluoridation Finished Water Storage Distribution Facility Other mixing system

KNOWN AS Construction of the new 200,000 gallon Donley glass-fused-to-steel water storage tank with a mixing system

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

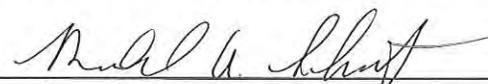
NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - C

PERMIT ISSUED

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date MAY 10 2014
 By 
 Ronald A. Schwartz, P.E., BCEE
Title Acting Program Manager



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

SPECIAL CONDITIONS

No. 3014504

EAST DUNKARD WATER AUTHORITY

Construction of the new 200,000 gallon Donley glass-fused-to-steel water storage tank with a mixing system

Dunkard Township
Greene County

- A. This permit authorizes construction but not operation of the facilities. In accordance with 25 PA Code, Section 109.501(c) and 109.504, the permittee shall not operate the facilities until the permittee has obtained a Public Water Supply Operation permit. Upon completion of construction the permittee is to submit the Certificate of Construction/Modification certifying that the work has been completed in accordance with the approved plans and specifications, and that adequate operation and maintenance information for the approved facilities is available on site for use by the public water system's personnel. Upon receipt of the Certificate, the Department will schedule a pre-operation inspection to verify the information provided. Upon successful inspection the permittee will be issued an Operations Permit.
- B. Prior to commencement of construction activities, East Dunkard Water Authority shall secure all other permits and approvals. Copies of these permits shall be submitted to the Department.
- C. Prior to commencement of construction activities for the proposed water storage tanks, East Dunkard Water Authority shall conduct a thorough geotechnical evaluation at the location of the proposed water storage tanks to obtain information of sub-surface material for tank foundation design and also to determine if the sub-surface material is suitable for construction of water storage tank.

Copies of the above information shall be submitted to the Department prior to commencement of construction activities.

WATER SUPPLY CONSTRUCTION PERMIT

PERMIT NO. 3014511MA

ISSUE DATE: 5/10/2014



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

MAY 10 2014

CERTIFIED MAIL NO. 7000 1670 0005 1024 4740

Barry K. Bennett, Manager
East Dunkard Water Authority
PO Box 241, SR88
Dilliner, PA 15327

Re: Public Water Supply
Construction Permit No. 3014511MA
East Dunkard Water Authority
PWS ID No. 5300012
Borough of Greensboro; Dunkard and Monongahela Townships
Greene County

Dear Mr. Bennett:

We are pleased to enclose Water Supply Permit No. 3014511MA for the installation of approximately 1,400 feet of 10-inch and 51,100 feet of 8-inch diameter transmission main; and 15,900 feet of 6-inch diameter and 4,100 feet of 2-inch diameter waterline. This permit is issued in response to your application received on January 18, 2014 with revisions date through May 1, 2014.

Please note the Special Conditions attached to your construction permit.

Issuance of the enclosed construction permit is authorized in accordance with the provisions of the laws of the Commonwealth. **Operation of the above mentioned facilities is not authorized. Our office should be notified at least 30 days prior to your plan to use the proposed facility so that an inspection can take place.** If the facility has been constructed in accordance with the construction permit, an operation permit will then be issued.

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This authorization does not relieve the applicant from applying for and obtaining any additional permits or approvals from local, state or federal agencies required for this project. Please be advised that if any other permits are required for this project, they must be issued prior to undertaking the activities described in the permit application. Issuance of the enclosed permits does not indicate an affirmative action on any other pending permit applications. If you are uncertain as to whether or not other permits are needed for this project, please use the Department's "Pre-Application Information Tool" which can be found at <http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-11548>.

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Sincerely,



Ronald A. Schwartz, P.E., BCEE
Acting Regional Manager
Safe Drinking Water Program

Enclosures

cc: Dakota Engineering Associates, Inc.
Region File
Uniontown District Office

PUBLIC WATER SUPPLY PERMIT

NO. 3014511MA

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Authority PO Box 241, SR88 Dilliner, PA 15327</p>	<p>B. PROJECT/PLANT LOCATION <u>Borough of Greensboro;</u> Municipality <u>Dunkard & Monongahela Townships</u> County <u>Greene</u></p>
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C. THIS PERMIT APPROVES FOR: 1. **CONSTRUCTION** 2. **OPERATION OF FACILITIES**
 AS INDICATED BELOW: Approved Under Construction Permit No. _____

- | Source | Facilities | BVRB | |
|---|---|--|--|
| <input type="checkbox"/> Well(s) | <input type="checkbox"/> Impoundment | <input type="checkbox"/> General Corrosion Control | <input type="checkbox"/> Bottled Water System |
| <input type="checkbox"/> Spring(s) | <input type="checkbox"/> Settling | <input type="checkbox"/> Corrosion Control for lead/copper | <input type="checkbox"/> Bulk Water Hauling System |
| <input type="checkbox"/> Surface Water | <input type="checkbox"/> Filtration | <input type="checkbox"/> Disinfection | <input type="checkbox"/> Vended Water System |
| <input type="checkbox"/> Finished Water | <input type="checkbox"/> Iron and Manganese Treatment | <input type="checkbox"/> Pump Station(s) | <input type="checkbox"/> Retail Water Facility |
| | <input type="checkbox"/> Softening | <input checked="" type="checkbox"/> Transmission Lines | |
| | <input type="checkbox"/> Fluoridation | <input type="checkbox"/> Finished Water Storage | |
| | <input type="checkbox"/> Distribution Facility | <input type="checkbox"/> Other _____ | |

KNOWN AS Installation of approximately 1,400 feet of 10-inch and 51,100 feet of 8-inch diameter transmission main; and 15,900 feet of 6-inch and 4,100 feet of 2-inch diameter waterline

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - C.

<p>PERMIT ISSUED</p> <p>Date <u>MAY 10 2014</u></p>	<p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By <u></u> Ronald A. Schwartz, P.E., BCEE</p> <p>Title <u>Acting Program Manager</u></p>
--	---

BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

SPECIAL CONDITIONS

No. 3014511MA

EAST DUNKARD WATER AUTHORITY

Installation of approximately 1,400 feet of 10-inch and 51,100 feet of 8-inch diameter transmission main; and 15,900 feet of 6-inch diameter and 4,100 feet of 2-inch diameter waterline

Borough of Greensboro; Dunkard and Monongahela Townships
Greene County

- A. This permit authorizes construction but not operation of the facilities. In accordance with 25 PA Code, Section 109.501(c) and 109.504, the permittee shall not operate the facilities until the permittee has obtained a Public Water Supply Operation permit. Upon completion of construction the permittee is to submit the Certificate of Construction/Modification certifying that the work has been completed in accordance with the approved plans and specifications, and that adequate operation and maintenance information for the approved facilities is available on site for use by the public water system's personnel. Upon receipt of the Certificate, the Department will schedule a pre-operation inspection to verify the information provided. Upon successful inspection the permittee will be issued an Operations Permit.
- B. Prior to commencement of construction activities for the proposed water line, East Dunkard Water Authority shall secure all Right-of-Ways for installation of the water lines.
- C. Prior to commencement of construction activities, East Dunkard Water Authority shall secure all other permits and approvals. Copies of these permits shall be submitted to the Department.

**WATER QUALITY MANAGEMENT PERMIT
AMENDMENT**

PERMIT NO. 3073201-A1

ISSUE DATE: SEPTEMBER 22, 2014



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Southwest Regional Office

SEP 22 2014

CERTIFIED MAIL NO. 7013 3020 0000 7433 2517

Mr. Barry Bennett
East Dunkard Water Authority
PO Box 241
Dilliner, PA 15327

Re: WQM Permit - Industrial Waste
East Dunkard Water Association
Permit No. 3073201 A1
Authorization ID No. 1037178
Dunkard Township, Greene County

Dear Mr. Bennett:

Your Water Quality Management (WQM) permit amendment is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

Enclosed is the "Water Quality Management Post Construction Certification" form. A Pennsylvania-registered Professional Engineer must sign and complete this form prior to startup of the facilities. You or your authorized representative must also sign the form. This certification and other post-construction documentation must be submitted to DEP within 30 days of completion of the project and must be received by DEP prior to commencing operation of the facilities.

Please be advised that the authority granted in this permit will, if not specifically extended, cease and be null and void two years from the issuance date of this permit unless construction has begun on or before the second anniversary of the permit date.

Mr. Barry Bennett

- 2 -

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483.

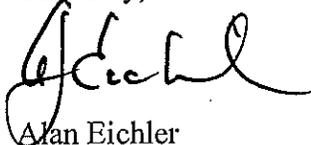
TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

During construction or upon completing construction, please contact Cliff Dashti at 412.442.4118 or gdashti@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Alan Eichler
Environmental Program Manager
Safe Drinking Water Program

Enclosures

cc: Dakota Engineering Associates, Inc.
Central Office
Region



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): East Dunkard Water Authority PO Box 241 2790 S Eighty Eight Road Dilliner, PA 15327	CLIENT ID#: 24189	B. PROJECT/FACILITY (Name): East Dunkard Water Authority Water treatment Plant
C. LOCATION (Municipality, County): Dunkard Township, Greene County		SITE ID#: 248063
D. This permit amendment approves the construction/modification of industrial wastewater facilities consisting of: Excavating the solids from the existing settling basin and installing a 40 mil HDPE liner system, installing inlet and exit structures in the existing filter backwash settling basin.		
Pump Stations: <u>NA</u> Design Capacity: <u>NA</u> GPM	Manure Storage: Volume: <u>NA</u> MG Freeboard: <u>NA</u> inches	Industrial Wastewater Treatment Facility: Annual Average Flow: <u>3.65</u> MGD Design Hydraulic Capacity: <u>0.01</u> MGD Design Organic Capacity: <u>NA</u> lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING: <ol style="list-style-type: none"> 1. New Permits: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated <u>NA</u>, its supporting documentation and addendums dated <u>NA</u>, which are hereby made a part of this permit. Amendments: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u>June 12, 2014</u> and its supporting documentation and addendums dated <u>NA</u>, which are hereby made a part of this amendment. Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u>307210</u> dated <u>November 19, 1973</u> shall remain in effect. Transfers: Water Quality Management Permit No. <u>NA</u> dated <u>NA</u> and conditions, supporting documentation and addendums are also made part of this transfer. 2. Permit Conditions Relating to Industrial Wastewater are attached and made part of this permit. 3. Special Conditions numbered <u>NA</u> are attached and made part of this permit. 		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS: <ol style="list-style-type: none"> 1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit. 3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law. 		
PERMIT ISSUED: <u>9/22/14</u>	BY: TITLE: Alan Eichler, Program Manager Safe Drinking Water Program Southwest Regional Office	



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT CONDITIONS RELATING TO INDUSTRIAL WASTEWATER
For use in Water Quality Management Permits

(Check boxes that apply)

General

- 1. DEP considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
- 2. All relevant and non-superseded conditions of any prior Water Quality Management Permits, decrees or orders issued to the permittee or his predecessor shall be continued in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs and assigns.
- 3. The responsibility for implementing the conditions of this permit shall rest upon the owner, lessee, assignee or other party in responsible managerial charge of the operation producing the wastewaters and waste treatment facilities. Transfer of a permit to a new owner shall not be effective until said transfer has been executed and filed on forms provided by DEP and DEP approved the transfer.
- 4. The permittee shall secure any necessary permission from the proper federal authority for any outfall or industrial waste treatment structure which discharges into or enters navigable waters and shall obtain a separate permit for any stream crossing, encroachment or change of natural stream conditions within the jurisdiction of DEP.
- 5. When construction of the approved facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
- 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 2 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the second anniversary of the permit date.
- 7. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA0021971 and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.
- 8. Nothing herein shall be construed to be an intent on the part of DEP to approve any present or future act by the permittee, inconsistent with the permittee's lawful powers or with existing laws of this Commonwealth regulating industrial wastes and the practice of professional engineering. This permit shall not be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

Construction

- 9. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.
- 10. The facilities shall be constructed under expert engineering supervision and competent inspection, in accordance with plans, designs and other data as herein approved or amended and with the conditions of this permit.
- 11. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.

- 12. The DEP office that issued this permit must be contacted during construction if significant changes are proposed to the approved facilities. Significant changes include, but are not limited to changes to the type(s) of process(es) used for treatment and changes to the design capacities of tanks, impoundments, and conveyance structures or equipment by more than 5% of the original design. For projects involving PENNVEST funding, all changes should be discussed with the DEP project manager prior to implementation. DEP may require the submission of an application to amend this permit. All changes shall be documented in an attachment to the Post Construction Certification form.
- 13. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the local Waterways Conservation Officer must be notified when explosives are to be used.

Operation and Maintenance

- 14. If at any time the industrial waste treatment facility, or the discharge of the effluent creates a public nuisance, or such discharge is causing or contributing to pollution of the waters of this Commonwealth, the permittee shall immediately adopt remedial measures acceptable to DEP.
- 15. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.
- 16. To ensure operational efficiency and protect the waters of this Commonwealth, the permittee shall maintain skilled operators at all times.
- 17. No stormwater, sewage or other industrial wastes not specifically approved herein shall be admitted to the facilities for which this permit is issued.
- 18. These industrial waste treatment facilities shall be operated and maintained to perform as designed. In order to ensure the efficiency and proper maintenance of the treatment facilities, the permittee shall make periodic inspections to detect any impairment of structural stability, adequate capacity or other requisites which might impair the effectiveness of the approved facilities.
- 19. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 287, 288, 291, 297 and 299 (related to permits and requirements for land filling, land application, incineration and storage of industrial sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.



**WATER QUALITY MANAGEMENT
 POST CONSTRUCTION CERTIFICATION**

PERMITTEE IDENTIFIER

Permittee	East Dunkard Water Authority
Municipality	Dunkard Township
County	Greene
WQM Permit No.	3073201
Facility Type	Industrial Waste

All of the above information should be taken directly from the Water Quality Management Permit.

CERTIFICATION

This certification must be completed and returned to the permits section of the DEP's regional office issuing the WQM permit within 30 days of completion of the project and received by DEP prior to operation, and if requested, as-built drawings, photographs (if available) and a discussion of any DEP-approved deviations from the design plans during construction.

I, being a Registered Professional Engineer in Pennsylvania, do hereby certify to the best of my knowledge and belief, based upon personal observation and interviews, that the above facility approved under the Water Quality Management Permit has been constructed in accordance with the plans, specifications and modifications approved by DEP.

Construction Completion Date (MM/DD/YYYY): _____

Engineer's
 Seal

Professional Engineer

Name _____
 (Please Print or Type)

Signature _____

Date _____

License Expiration Date _____

Firm or Agency _____

Telephone _____

Permittee or Authorized Representative

Name _____
 (Please Print or Type)

Signature _____

Title _____

Telephone _____

Application Type Amendment
Facility Type Industrial
WQM Type Treatment Plant

**WATER QUALITY MANAGEMENT PERMIT
INTERNAL REVIEW AND
RECOMMENDATIONS**

Application No. 3073201- A1
APS ID 849482
Authorization ID 1037178

Applicant and Facility Information

Applicant Name	<u>East Dunkard Water Authority</u>	Facility Name	<u>East Dunkard Water Authority</u>
Applicant Address	<u>PO Box 241 2790 S Eighty Eight Road</u> <u>Dilliner, PA 15327</u>	Facility Address	<u>PO Box 241 2790 S Eighty Eight Road</u> <u>Dilliner, PA 15327</u>
Applicant Contact	<u>Barry Bennett</u>	Facility Contact	<u>Barry Bennett</u>
Applicant Phone	<u>(724) 943-3713</u>	Facility Phone	<u>(724) 943-3713</u>
Client ID	<u>24189</u>	Site ID	<u>248063</u>
SIC Code	<u>4941</u>	Municipality	<u>Dunkard Township</u>
SIC Description	<u>Trans. & Utilities - Water Supply</u>	County	<u>Greene</u>
Purpose of Application	<u>Modify the existing Backwash settling basin to meet current PADEP requirements</u>		

Internal Review and Recommendations

Background

East Dunkard Water Authority (EDWA) submitted a Water Quality Management (PART II) Permit amendment application for construction/modification to its existing of a wastewater treatment plant for treatment of filter backwash water and clarifier blow down at the East Dunkard water treatment plant in Dunkard Township, Greene County. The SIC code for this industry is 4941 – Water Supply.

Existing Wastewater Treatment Facility

EDWA currently uses a settling lagoon for processing the filter backwash water at this plant. The lagoon was permitted under WQM Permit Number 3073201 issued on November 19, 1973. Currently, treatment capabilities of the existing lagoon are severely diminished and they are operating beyond its life expectancy.

Proposed Wastewater Treatment Facility

The modified settling basin will have a capacity of 100,000 gallons and it will receive approximately 10,000 gallons of wastewater water per day (backwash water). Backwash flow rate is approximately 60,000 gallons per week. The bottom dimensions of the modified lagoon will be 105' long X 58' wide. The bottom elevation of the settling lagoon will be and the water elevation will be 803.5 for a depth of 5.5'. The sequence of construction/modification will be as follows:

1. Excavate the existing solids currently retained in the basin.
2. Place a 10 ounce geotextile on the bottom and the sides of the basin. Then place a 40 mill smooth HDPE liner over the geotextile. The composite system will be anchored in trenches.
3. Inlet piping will be reconfigured to the South end of the basin to prevent short circuiting through the system. A 15 inch PVC pipe will convey the wastewater to a 4-foot diameter concrete inlet manhole to reduce the velocity of the incoming wastewater. Once the manhole is full, the water will enter the basin by overflowing the top of the manhole weir to distribute incoming backwash water flow. The weir length is 12.5 feet. The weir loading will be 800 gallons per linear foot per day.
4. Another 4 foot diameter manhole (weir structure) will be installed at the north end of the basin to maximize settling time in the

Approve	Return	Deny	Signatures	Date
X			Cliff Dashti / Permits Reviewer <i>C. Dashti</i>	9-10-14
X			Bharati Vajjhala, P.E. / Environmental Engineer Manager <i>Bharati Vajjhala</i>	Sept. 18/14
X			Alan Eichler / Program Manager <i>A. Eichler</i>	9/22/14

Internal Review and Recommendations

basin. After settling, the supernatant will enter the top of the weir structure and fills the concrete manhole and it will exit the weir structure via a PVC pipe that will be connected to the existing discharge pipe. The treated effluent will be discharged to the Monongahela River. The weir length is 12.5 feet. The weir loading will be 800 gallons per linear foot per day.

5. An earthen berm will be constructed along the top of the basin to prevent surface water from entering the basin.

The retention time in the settling basin will be approximately 10 hours. The basin will have approximately two (2) feet of free board. The discharge of the treated effluent from this basin is authorized under the terms and conditions of NPDES permit PA0021971 issued on July 1, 2014. Effluent samples of the discharge from this basin will occur either at the discharge weir or the pipe discharge into the Monongahela River.

Applicant has complied with the ACT 14 Notification requirements.

It is recommended that this permit be issued.

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3016508

ISSUE DATE: 1/31/2018



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

JAN 31 2018

CERTIFIED MAIL NO. 7016 2070 0000 5050 6043

James Holbert, Plant Manager
East Dunkard Water Authority
PO Box 241
2790 South Eighty-Eight Road
Dilliner, PA 15327

Re: Public Water Supply
Operation Permit No. 3016508
East Dunkard Water Authority
PWS ID No. 5300012
Dunkard Township
Greene County

Dear Mr. Holbert:

We are pleased to enclose Water Supply Permit No. 3016508 for the addition of SmartPhos 140D polyphosphate/orthophosphate blend for scale control sequestering at the East Dunkard Water Treatment Plant. This permit is issued in response to an inspection conducted by Department of Environmental Protection personnel on January 19, 2018.

Your facilities will be periodically inspected by representatives from our California District Office located at 25 Technology Park Coal Center, PA 15423. Their telephone number is 724-769-1047.

Please note the Special Conditions attached to your operation permit.

Please note that the issuance of this operation permit means that your original construction permit issued for this project is no longer valid. If you need to make any modifications, additions, or corrections to this facility you will need to apply for a new construction permit.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

400 Waterfront Drive, Pittsburgh, PA 15222-4745

412.442.4000 FAX 412.442.4242

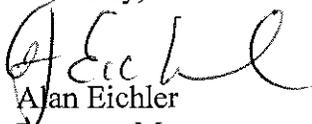
www.dep.state.pa.us

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Cliff Dashti at 412.442.4118.

Sincerely,



Alan Eichler
Program Manager
Safe Drinking Water Program

Enclosures

cc: Region File
California District Office



BUREAU OF SAFE DRINKING WATER
PUBLIC WATER SUPPLY PERMIT - OPERATION
SPECIAL CONDITIONS

Permit No. 3016508

EAST DUNKARD WATER AUTHORITY

**Addition of SmartPhos 140D polyphosphate/orthophosphate blend
at the East Dunkard Water Treatment Plant**

Dunkard Township
Greene County

- A. The following chemical is permitted to be used at the East Dunkard Water Treatment Plant:

Chemical	Purpose	Feed Point	Max. Feed Rate
SmartPhos 140D polyphosphate/orthophosphate blend	Scale Control Sequestering	Effluent line from the filters to the clearwell	2.0 mg/L

In the absence of a valid pilot study, the Department is limiting the feed rate of SmartPhos 140D polyphosphate/orthophosphate blend to 2 mg/l. If in the future, East Dunkard Water Authority wishes to increase the above feed rate of SmartPhos 140D polyphosphate/orthophosphate, result of a valid pilot study/bench scale testing showing the need for an increase in the feed rate shall be submitted to the Department.

The permittee shall maintain a polyphosphate/orthophosphate concentration between 1.0 and 3.0 mg/L (could be higher depending on feasibility study) as PO₄ at the entry point and at least 1.0 mg/L as PO₄ throughout the distribution system.

Operational/performance samples shall be collected and analyzed at least once per day from the entry point and at least once every 30 days from one (1) location representative of the distribution system for phosphate concentration using an appropriate calibrated field analytical test kit. The results of all field analyses shall be recorded and maintained on site always.

- B. East Dunkard Water Authority shall maintain a pH level of 7.4 - 7.8 in the effluent water from the filter units prior to addition of SmartPhos 140D polyphosphate/orthophosphate blend.

INDUSTRIAL NPDES PERMIT

PERMIT NO. PA0021971

ISSUE DATE: 6/1/2019



May 16, 2019

CERTIFIED MAIL NO. 7018 2290 0001 5356 0386

Jim Holbert
East Dunkard Water Authority
PO Box 241 2790 S Eighty-Eight Road
Dilliner, PA 15327

Re: Final NPDES Permit- Industrial Waste
East Dunkard Water Authority Treatment Plant
NPDES Permit No. PA0021971
Authorization ID No. 1256993
Dunkard Township, Greene County

Dear Mr. Holbert:

Your NPDES permit is enclosed. Please read the permit carefully. The permit expires on the date identified on page 1 of the permit. A renewal application must be submitted to this office 180 days prior to the permit expiration date, if a discharge is expected to continue past the expiration date of the permit.

We would like to bring DEP's eNOTICE service to your attention. eNOTICE is a subscription service that provides options to receive notifications of DEP's activities such as the receipt of permit applications, comment periods for guidance and regulations, and stream redesignation evaluations. To sign up for an account, visit DEP's website (www.dep.pa.gov) and select Data and Tools – Tools – eNOTICE.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action

Mr. Jim Holbert

- 2 -

unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions, please contact Curtis Holes at 412.442.4202.

Sincerely,



Christopher Kriley, P.E.
Environmental Program Manager
Clean Water Program

Enclosures

cc:

Harshman CE Group LLC
Central Office, Division of Operations
Regional Files
Operations

Application Type Renewal
Facility Type Industrial
Major / Minor Minor

**NPDES PERMIT FACT SHEET
ADDENDUM**

Application No. PA0021971
APS ID 983831
Authorization ID 1256993

Applicant and Facility Information

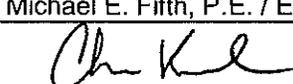
Applicant Name	<u>East Dunkard Water Authority</u>	Facility Name	<u>East Dunkard Water Authority Treatment Plant</u>
Applicant Address	<u>PO Box 241 2790 South Eighty-Eight Road Dilliner, PA 15327</u>	Facility Address	<u>PO Box 241 2790 South Eighty-Eight Road Dilliner, PA 15327</u>
Applicant Contact	<u>Jim Holbert</u>	Facility Contact	<u>Jim Holbert</u>
Applicant Phone	<u>(724) 943-3713</u>	Facility Phone	<u>(724) 943-3713</u>
Client ID	<u>24189</u>	Site ID	<u>248063</u>
SIC Code	<u>4941</u>	Municipality	<u>Dunkard Township</u>
SIC Description	<u>Trans. & Utilities - Water Supply</u>	County	<u>Greene</u>
Date Published in PA Bulletin	<u>March 30, 2019</u>	EPA Waived?	<u>Yes</u>
Comment Period End Date	<u>April 29, 2019</u>	If No, Reason	<u></u>
Purpose of Application	<u>Renewal of an NPDES permit without an ELG.</u>		

Internal Review and Recommendations

On March 19, 2019, the Draft NPDES permit PA0021971 for the East Dunkard Water Authority was sent via electronic mail to Jim Holbert, which also provided notice that PA Bulletin public notice would run in the March 30, 2019 Bulletin. On April 29, 2019, the 30-day public comment period ended, and the Department did not receive any comments pertaining to the East Dunkard Water Association Draft NPDES permit.

There were no changes made to the Draft permit during the public comment period.

Final permit issuance is recommended.

Approve	Return	Deny	Signatures	Date
✓			 Curtis Holes, P.E. / Environmental Engineering Specialist	5/8/19
✓			 Michael E. Fifth, P.E. / Environmental Engineer Manager	5/8/19
✓			 Christopher Kriley, P.E. / Program Manager	5-9-19

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001, Latitude 39° 45' 15.00", Longitude 79° 55' 36.00", River Mile Index 88.5, Stream Code 37185

Receiving Waters: Monongahela River

Type of Effluent: Treated wastewaters (clarifier slurry and filter backwash water).

1. The permittee is authorized to discharge during the period from Permit Effective Date through Permit Expiration Date.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)			Instant. Maximum	Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Daily Minimum	Average Monthly	Daily Maximum			
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	2/month	Measured
pH (S.U.)	XXX	XXX	6.0	XXX	9.0	XXX	2/month	Grab
Total Residual Chlorine (TRC)	XXX	XXX	XXX	0.5	1.0	XXX	2/month	Grab
Total Suspended Solids	XXX	XXX	XXX	30.0	60.0	XXX	2/month	Grab
Aluminum, Total	XXX	XXX	XXX	4.0	8.0	XXX	2/month	Grab
Iron, Total	XXX	XXX	XXX	2.0	4.0	XXX	2/month	Grab
Manganese, Total	XXX	XXX	XXX	1.0	2.0	XXX	2/month	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

at Outfall 001

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS
(Continued)**

Additional Requirements

The permittee may not discharge:

1. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code § 92a.41(c))
2. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code § 92a.47(a)(7), § 95.2(2))
3. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code § 93.6(a))
4. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. For the purpose of determining compliance with this condition, DEP will compare conditions in the receiving water upstream of the discharge to conditions in the receiving water approximately 100 feet downstream of the discharge to determine if there is an observable change in the receiving water. (25 Pa Code § 92a.41(c))

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.031 MGD.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollutant loading to surface waters of the Commonwealth. The term also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The term includes activities, facilities, measures, planning or procedures used to minimize accelerated erosion and sedimentation and manage stormwater to protect, maintain, reclaim, and restore the quality of waters and the existing and designated uses of waters within this Commonwealth before, during and after earth disturbance activities. (25 Pa. Code § 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§ 1251 to 1387).

Chemical Additive means a chemical product (including products of disassociation and degradation, collectively "products") introduced into a waste stream that is used for cleaning, disinfecting, or maintenance and which may be detected in effluent discharged to waters of the Commonwealth. The term generally excludes chemicals used for neutralization of waste streams, the production of goods, and treatment of wastewater.

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). A separate analysis should be performed for each sample and the results should be averaged.

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code § 92a.2, 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code § 92a.2, 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the wastewater collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code § 92a.2)

Measured Flow means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code § 92a.2)

Municipal Waste means garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (25 Pa. Code § 271.1)

Non-contact Cooling Water means water used to reduce temperature which does not come in direct contact with any raw material, intermediate product, waste product (other than heat), or finished product.

Residual Waste means garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act. The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law. (25 Pa Code § 287.1)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. (25 Pa. Code § 92a.2)

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant, and as defined at 40 CFR 122.26(b)(14) (i) - (ix) & (xi) and 25 Pa. Code § 92a.2.

Total Dissolved Solids means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code § 92a.2)

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples, where possible, during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized. (40 CFR 122.48, 25 Pa. Code § 92a.61)
2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application, unless a longer retention period is required by the permit. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures

- a. Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be, in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.
- b. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be those approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, unless the method is specified in this permit or has been otherwise approved in writing by DEP. (40 CFR 122.41(j)(4), 122.44(i)(1)(iv))
- c. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be sufficiently sensitive. A method is sufficiently sensitive when 1) the method minimum level is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or 2) the method has the lowest minimum level of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, for the measured pollutant or pollutant parameter; or 3) the method is specified in this permit or has been otherwise approved in writing by DEP for the measured pollutant or pollutant parameter. Permittees have the option of providing matrix or sample-specific minimum levels rather than the published levels. (40 CFR 122.44(i)(1)(iv))

5. Quality/Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(i)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.44, 92a.61(i) and 40 CFR §§ 122.41(e), 122.44(i)(1))
2. The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit (see www.dep.pa.gov/edmr). Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration and trading partner agreement forms to DEP's Bureau of Clean Water (BCW) within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP BCW to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(i)(4))
3. Submission of a physical (paper) copy of a Discharge Monitoring Report (DMR) is acceptable under the following circumstances:
 - a. For a permittee that is not yet using the eDMR system, the permittee shall submit a physical copy of a DMR to the DEP regional office that issued the permit during the interim period between the submission of registration and trading partner agreement forms to DEP and DEP's notification to begin using the eDMR system.
 - b. For any permittee, as a contingency a physical DMR may be mailed to the DEP regional office that issued the permit if there are technological malfunction(s) that prevent the successful submission of a DMR through the eDMR system. In such situations, the permittee shall submit the DMR through the eDMR system within 5 days following remedy of the malfunction(s).
4. DMRs must be completed in accordance with DEP's published DMR instructions (3800-FM-BCW0463). DMRs must be received by DEP no later than 28 days following the end of the monitoring period. DMRs are based on calendar reporting periods and must be received by DEP in accordance with the following schedule:
 - Monthly DMRs must be received within 28 days following the end of each calendar month.
 - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
 - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
 - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.
5. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through DEP's eDMR system. DEP's Supplemental Laboratory Accreditation Form (3800-FM-BCW0189) must be completed and submitted to DEP with the first DMR following issuance of this permit, and anytime thereafter when changes to laboratories or methods occur. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(i)(4))
6. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92a.22:

- For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
- For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above and for co-permittees, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR § 122.22(b))

7. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. **Planned Changes to Physical Facilities** – The permittee shall give notice to DEP as soon as possible but no later than 30 days prior to planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section.

Notice is required when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b). (40 CFR 122.41(l)(1)(i))
 - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))
 - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))
 - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
2. **Planned Changes to Waste Stream** – Under the authority of 25 Pa. Code § 92a.24(a), the permittee shall provide notice to DEP as soon as possible but no later than 45 days prior to any planned changes in the volume or pollutant concentration of its influent waste stream, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the "Planned Changes to Waste Stream" Supplemental Report (3800-FM-BCW0482), available on DEP's website. The permittee shall provide information on the quality and quantity of waste introduced into the facility, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the facility. The Report shall be sent via Certified Mail or other means to confirm DEP's receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.
 - a. **Introduction of New Pollutants** (25 Pa. Code § 92a.24(a))

New pollutants are defined as parameters that meet all of the following criteria:

- (i) Were not detected in the facilities' influent waste stream as reported in the permit application; and

- (ii) Have not been approved to be included in the permittee's influent waste stream by DEP in writing.

The permittee shall provide notification of the introduction of new pollutants in accordance with paragraph 2 above. The permittee may not authorize the introduction of new pollutants until the permittee receives DEP's written approval.

b. Increased Loading of Approved Pollutants (25 Pa. Code § 92a.24(a))

Approved pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application; or
- (ii) Have been approved to be included in the permittee's influent waste stream by DEP in writing; or
- (iii) Have an effluent limitation or monitoring requirement in this permit.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 20% of the maximum loading reported in the permit application, or a loading previously approved by DEP, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the facility (as defined at 40 CFR 403.3), or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in an exceedance of ELGs or effluent limitations and may not cause exceedances of the applicable water quality standards in the receiving stream.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

- (i) The permittee shall document the receipt of all hauled-in residual wastes (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate), as defined at 25 Pa. Code § 287.1, that are received for processing at the treatment facility. The permittee shall report hauled-in residual wastes on a monthly basis to DEP on the "Hauled In Residual Wastes" Supplemental Report (3800-FM-BCW0450) as an attachment to the DMR. If no residual wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report. The information used to develop the Report shall be retained by the permittee for five years from the date of receipt and must be made available to DEP or EPA upon request.

- (1) The dates that residual wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The license plate number of the vehicle transporting the waste to the treatment facility.
- (4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.
- (5) The name and address of the generator of the residual wastes.

(6) The type of wastewater.

The transporter of residual waste must maintain these and other records as part of the daily operational record (25 Pa. Code § 299.219). If the transporter is unable to provide this information or the permittee has not otherwise received the information from the generator, the residual wastes shall not be accepted by the permittee until such time as the permittee receives such information from the transporter or generator.

(ii) The following conditions apply to the characterization of residual wastes received by the permittee:

(1) If the generator is required to complete a chemical analysis of residual wastes in accordance with 25 Pa. Code § 287.51, the permittee must receive and maintain on file a chemical analysis of the residual wastes it receives. The chemical analysis must conform to the Bureau of Waste Management's Form 26R except as noted in paragraph (2), below. Each load of residual waste received must be covered by a chemical analysis if the generator is required to complete it.

(2) For wastewater generated from hydraulic fracturing operations ("frac wastewater") within the first 30 production days of a well site, the chemical analysis may be a general frac wastewater characterization approved by DEP. Thereafter, the chemical analysis must be waste-specific and be reported on the Form 26R.

b. Receipt of Municipal Waste

(i) The permittee shall document the receipt of all hauled-in municipal wastes (including but not limited to septage and liquid sewage sludge), as defined at 25 Pa. Code § 271.1, that are received for processing at the treatment facility. The permittee shall report hauled-in municipal wastes on a monthly basis to DEP on the "Hauled In Municipal Wastes" Supplemental Report (3800-FM-BCW0437) as an attachment to the DMR. If no municipal wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report:

(1) The dates that municipal wastes were received.

(2) The volume (gallons) of wastes received.

(3) The BOD₅ concentration (mg/l) and load (lbs) for the wastes received.

(4) The location(s) where wastes were disposed of within the treatment facility.

(ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes.

4. Unanticipated Noncompliance or Potential Pollution Reporting

a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code §§ 91.33 and 92a.41(b).

(i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.

- (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
 - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. (40 CFR 122.44(g))
 - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))

5. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.4 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BCW0440). The reports shall contain the information listed in paragraph C.4.b.(ii) of this section. (40 CFR 122.41(l)(7))

- D. Specific Toxic Pollutant Notification Levels (for Manufacturing, Commercial, Mining, and Silvicultural Direct Dischargers) - The permittee shall notify DEP as soon as it knows or has reason to believe the following: (40 CFR 122.42(a))
- 1. That any activity has occurred, or will occur, which would result in the discharge of any toxic pollutant which is not limited in this permit, if that discharge on a routine or frequent basis will exceed the highest of the following "notification levels": (40 CFR 122.42(a)(1))
 - a. One hundred micrograms per liter.
 - b. Two hundred micrograms per liter for acrolein and acrylonitrile.

- c. Five hundred micrograms per liter for 2,4-dinitrophenol and 2-methyl-4,6-dinitrophenol.
 - d. One milligram per liter for antimony.
 - e. Five times the maximum concentration value reported for that pollutant in this permit application.
 - f. Any other notification level established by DEP.
2. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in this permit, if that discharge will exceed the highest of the following "notification levels": (40 CFR 122.42(a)(2))
- a. Five hundred micrograms per liter.
 - b. One milligram per liter for antimony.
 - c. Ten times the maximum concentration value reported for that pollutant in the permit application.
 - d. Any other notification level established by DEP.

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance

1. The permittee shall comply with all conditions of this permit. If a compliance schedule has been established in this permit, the permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit. (40 CFR 122.41(a)(1))
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (25 Pa. Code § 92a.51(c), 40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with 25 Pa. Code § 92a.72 and 40 CFR 122.41(f).
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))

D. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
 - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
 - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
 - c. The permittee submitted the necessary notice required in F.4.a. and b. below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass; after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2. above. (40 CFR 122.41(m)(4)(ii))
4. Notice
 - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
 - b. Unanticipated Bypass – The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.4.b.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR 122.41(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or
- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa.C.S.A-§ 4904 and 40 CFR 122.41(j)(5) and (k)(2).

C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (40 CFR 122.41(c))

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))
2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
 - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))

- c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))
 - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code § 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code § 92a.71)
3. In the event DEP does not approve transfer of this permit, the new owner or operator must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

IV. ANNUAL FEES

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code § 92a. 62)

Minor IW Facility without ELG (Effluent Limitation Guideline)	\$500
Minor IW Facility with ELG	\$1,500
Major IW Facility < 250 MGD (million gallons per day)	\$5,000
Major IW Facility ≥ 250 MGD	\$25,000
IW Stormwater Individual Permit	\$1,000
CAAP (Concentrated Aquatic Animal Production Facility)	\$0

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category:
Minor IW Facility without ELG.

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact DEP at 717-787-6744 with questions related to annual fees. The fees identified above are subject to change in accordance with 25 Pa. Code § 92a.62(e).

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection
Bureau of Clean Water
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

I. OTHER REQUIREMENTS

- A. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- B. Collected screenings, slurries, sludges, and other solids shall be handled, recycled and/or disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 – 6018.1003), 25 Pa. Code Chapters 287, 288, 289, 291, 295, 297, and 299 (relating to requirements for landfilling, impoundments, land application, composting, processing, and storage of residual waste), Chapters 261a, 262a, 263a, and 270a (related to identification of hazardous waste, requirements for generators and transporters, and hazardous waste, requirements for generators and transporters, and hazardous waste permit programs), federal regulation 40 CFR Part 257, The Clean Streams Law, and the Federal Clean Water Act and its amendments. Screenings collected at intake structures shall be collected and managed and not be returned to the receiving waters.

The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport and disposal of solid waste materials generated as a result of wastewater treatment.

- C. The terms and conditions of Water Quality Management (WQM) permits that may have been issued to the permittee relating to discharge requirements are superseded by this NPDES permit unless otherwise stated herein.
- D. If the applicable standard or effluent guideline limitation relating to the application for Best Available Technology (BAT) Economically Achievable or to Best Conventional Technology (BCT) is developed by DEP or EPA for this type of industry, and if such standard or limitation is more stringent than the corresponding limitations of this permit (or if it controls pollutants not covered by this permit), DEP may modify or revoke and reissue the permit to conform with that standard or limitation.
- E. The permittee shall optimize chlorine dosages used for disinfection or other purposes to minimize the concentration of Total Residual Chlorine (TRC) in the effluent, meet applicable effluent limitations, and reduce the possibility of adversely affecting the receiving waters. Optimization efforts may include an evaluation of wastewater characteristics, mixing characteristics, and contact times, adjustments to process controls, and maintenance of the disinfection facilities. If DEP determines that effluent TRC is causing adverse water quality impacts, DEP may reopen this permit to apply new or more stringent effluent limitations and/or require implementation of control measures or operational practices to eliminate such impacts.

Where the permittee does not use chlorine for primary or backup disinfection, but proposes the use of chlorine for cleaning or other purposes, the permittee shall notify DEP prior to initiating use of chlorine and monitor TRC concentrations in the effluent on each day in which chlorine is used. The results shall be submitted as an attachment to the DMR.

II. CHEMICAL ADDITIVES

A. Approved Chemical Additives List

1. The permittee is authorized to use chemical additives that are published on DEP's Approved Chemical Additives List (Approved List) (see www.dep.pa.gov/chemicaladditives) subject to paragraphs A.2 and A.3, below.
2. The permittee may not discharge a chemical additive at a concentration that is greater than the water quality-based effluent limitation (WQBEL) for the chemical additive or, if applicable, a technology-based effluent limitation. If effluent limitations are not specified in Part A of this permit for the chemical additive,

the permittee is responsible for determining the WQBEL and ensuring the WQBEL is not exceeded by restricting usage to an amount that will not cause an excursion above in-stream water quality standards.

3. If the permittee decides to use a chemical additive that is on DEP's Approved List and the use would either (1) constitute an increase in the usage rate specified in the NPDES permit application or previous notification to DEP or (2) constitute a new use, not identified in the NPDES permit application or otherwise no previous notification occurred, the permittee shall complete and submit the "Chemical Additives Notification Form" (3800-FM-BCW0487) to the DEP regional office that issued the permit. The permittee may proceed to use the chemical additive as reported on the Form upon receipt by the DEP regional office.

B. New Chemical Additives, Not on Approved Chemical Additives List

1. In the event the permittee wishes to use a chemical additive that is not listed on DEP's Approved List, the permittee shall submit the "New Chemical Additives Request Form" (3800-FM-BCW0486) to DEP's Central Office, Bureau of Clean Water (BCW), NPDES Permitting Division, Rachel Carson State Office Building, PO Box 8774, Harrisburg, PA 17105-8774, prior to use. A copy shall be submitted to the DEP regional office that issued the permit. The form must be completed in whole in order for BCW to approve the chemical additive, and a Material Safety Data Sheet (MSDS) that meets the minimum requirements of 29 CFR 1910.1200(g) must be attached.
2. Following placement of the chemical additive on the Approved List, the permittee may submit the Chemical Additive Notification Form in accordance with paragraph A.3, above, to notify DEP of the intent to use the approved chemical additive. The permittee may proceed with usage when the new chemical has been identified on DEP's Approved List and following DEP's receipt of the Chemical Additives Notification Form.
3. The permittee shall restrict usage of chemical additives to the maximum usage rates determined and reported to DEP on Chemical Additives Notification Forms.

C. Chemical Additives Usage Reporting Requirements

The "Chemical Additives Usage Form" (3800-FM-BCW0439) shall be used to report the usage of chemical additives and shall be submitted as an attachment to the Discharge Monitoring Report (DMR) at the time the DMR is submitted.

- D. DEP may amend this permit to include WQBELs or otherwise control usage rates of chemical additives if there is evidence that usage is adversely affecting receiving waters, producing Whole Effluent Toxicity test failures, or is causing excursions of in-stream water quality standards.

III. SEDIMENTATION BASIN CLEANING

- A. The permittee shall submit written notification to the DEP at least three weeks prior to the start of the periodic basin cleaning operations. The notification shall include the date and duration of the basin cleaning operations. In addition, the permittee shall provide documentation that identifies any deviations from the basin cleaning procedures outlined in the facility's PPC Plan.
- B. The monitoring frequency for all parameters shall be daily during the period of dewatering of the sedimentation basins. The parameters with composite sample type shall be a 24-hour composite during dewatering period. Additional measures shall be taken during dewatering of the sedimentation basins to prevent accumulated sediment loss to the stream. The Clean Water Program Operations Section shall be notified at least 48 hours prior to commencement of dewatering of basins.
- C. Monitoring of turbidity during the period of dewatering of sedimentation basins shall be every two hours. The dewatering of the basins shall cease immediately when turbidity in any sample exceeds 100 NTU. A separate detailed monitoring report for this discharge shall be prepared and submitted with the monthly DMR.



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)**

PERMITTEE NAME/ADDRESS

NAME East Dunkard Water Authority
 ADDRESS PO Box 241
 2790 South Eighty-Eight Road
 Dilliner, PA 15327
 FACILITY East Dunkard Water Authority
 Treatment Plant
 LOCATION Dunkard Township
 Greene County
 WATERSHED 19-G

PA0021971
 PERMIT NUMBER

001
 OUTFALL NUMBER

Reporting Frequency: Monthly
 DMR Effective From: Permit Effective Date
 DMR Effective To: Permit Expiration Date
 Permit Expires:
 Permit Application Due:

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
			TO		

Check Here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER	QUANTITY OR LOADING		QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	VALUE	UNITS	VALUE	VALUE	UNITS			
Flow	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	Report Avg Mo	Report Daily Max	XXX	XXX	XXX	2/month	Measured
pH	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	XXX	XXX	6.0 Daily Min	9.0 Daily Max	S.U.	2/month	Grab
Total Residual Chlorine (TRC)	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	XXX	XXX	0.5 Avg Mo	1.0 Daily Max	mg/L	2/month	Grab
Total Suspended Solids	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	XXX	XXX	30.0 Avg Mo	60.0 Daily Max	mg/L	2/month	Grab
Aluminum, Total	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	XXX	XXX	4.0 Avg Mo	8.0 Daily Max	mg/L	2/month	Grab
Iron, Total	SAMPLE MEASUREMENT							
	PERMIT REQUIREMENT	XXX	XXX	2.0 Avg Mo	4.0 Daily Max	mg/L	2/month	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	TELEPHONE	DATE
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER YEAR MO DAY

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

COMMENTS (Report all violations on the "Non-Compliance Reporting Form")

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF CLEAN WATER
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

PERMITTEE NAME/ADDRESS

NAME East Dunkard Water Authority
 ADDRESS PO Box 241
 2790 South Eighty-Eight Road
 Dilliner, PA 15327
 FACILITY East Dunkard Water Authority
 Treatment Plant
 LOCATION Dunkard Township
 Greene County
 WATERSHED 19-G

PA0021971
 PERMIT NUMBER

001
 OUTFALL NUMBER

Reporting Frequency: Monthly
 DMR Effective From: Permit Effective Date

DMR Effective To: Permit Expiration Date

MONITORING PERIOD					
YEAR			TO		
YEAR	MO	DAY	YEAR	MO	DAY

Permit Application Due: _____
 Check Here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	VALUE	UNITS	VALUE	VALUE	UNITS	VALUE			
Manganese, Total	XXX	XXX	XXX	1.0	Avg Mo	2.0		2/month	Grab
						Daily Max			

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	TELEPHONE		DATE
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		DATE
	AREA CODE	NUMBER	YEAR MO DAY
COMMENTS (Report all violations on the "Non-Compliance Reporting Form")			

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for preparing the report, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the ability of fine and imprisonment for providing violations. See 18 Pa. C.S. § 4904 (relating to untruthful certification).



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**INSTRUCTIONS FOR COMPLETING
DISCHARGE MONITORING REPORTS
(DMRs)**

General

One or more Discharge Monitoring Reports (DMRs) are attached to your permit for reporting the results of self-monitoring activities as required by your permit. You should make copies of the DMRs for your ongoing use, unless you elect to participate in the Department of Environmental Protection's (DEP's) electronic DMR (eDMR) program (see www.dep.pa.gov/edmr).

- Reporting frequencies will vary depending on the monitoring frequencies listed in your permit, and are generally monthly, quarterly semi-annually and annually.
- Your reports must be received by DEP on the 28th day of the month following the end of the reporting period, unless otherwise specified in Part C of your permit.
- Your permit may require submission of DMRs to other agencies, including the U.S. Environmental Protection Agency (EPA).
- If you receive DMRs in the mail from EPA, please discontinue use of DMR Form No. 3800-FM-BCW0462 and begin using EPA's DMRs.
- DMRs will generally include pre-populated information for permittee name and address, facility location, permit number, outfall number, permit expiration date, parameter names, and permit requirements. If you identify any errors on a DMR issued by DEP, please contact the DEP regional office that issued your permit. If you identify any errors on a DMR issued by EPA, please contact DEP's Central Office at 717-787-6744. **DO NOT make changes to DMRs issued to you.**
- You may use computer-generated replicas of Form No. 3800-FM-CW0462 or of EPA's DMR if you receive prior approval from DEP and EPA. **DEP reserves the right to instruct you to discontinue the submission of computer-generated DMRs if the permit requirements you entered on the form are inaccurate.**

Instructions

1. Enter statistical results into each blank field below the "VALUE" column headers. Results must be reported in the same units shown on the DMR.
2. Sum the total number of excursions or exceedances of permit limits across the row for each parameter and enter the value into the "NO. EX" field. For example, if the permit contains limits of 6.0 S.U. (Minimum) and 9.0 S.U. (Maximum) for pH, and the Minimum and Maximum results are 5.9 S.U. and 9.1 S.U., respectively, enter "2" into the "NO. EX" field.
3. Report the actual sampling frequency and sample type utilized during the reporting period in the fields corresponding to "Frequency of Analysis" and "Sample Type", respectively.
4. Type the name of the principal executive officer (or an authorized agent designated by a principal executive officer) who is taking responsibility for the report, sign the report (should be in ink), enter the telephone number of the responsible individual, and record the date that the report was signed. Mail only original, signed copies of DMRs.
5. In the Comments section at the bottom of the DMR, you may write a brief summary of violations in this section; however, DEP requests that all violations during the monitoring period be reported in more detail on DEP's **Non-Compliance Reporting Form** (3800-FM-BCW0440) and be submitted as an attachment to the DMR. Other uses of the Comments Section include explanations of attachments to the DMR, explanations for the unavailability of data, and brief summaries of issues that have affected operations or effluent quality during the monitoring period. Always consider attaching a letter or separate document to explain your situation in more detail.

No Discharge or No Data Available

If there was no discharge at all from an outfall during the monitoring period, check the "No Discharge" box on the top of the DMR. Complete the information above and below the table and mail the DMR to the appropriate agencies. Be sure to sign and date the DMR.

If there was no discharge of a specific parameter (e.g., if a chlorine limit is in the permit but chlorine was not used for disinfection during the entire reporting period), or if data are not available for a specific parameter for the entire reporting period, do not leave the DMR blank. Instead, report one of the following No Data Indicator (NODI) codes that apply to your situation in the appropriate value field, and **provide an explanation as an attachment to the DMR:**

- A** Use if you are exempted from monitoring the parameter because of a General Permit condition.
- E** Use if all samples or results are not available for the reporting period due to equipment failure or because sample collection was overlooked or samples could not be collected for the parameter.
- GG** Use if your permit requires sample collection and analysis only under certain conditions and those conditions were not met during the reporting period (e.g., report chlorine results only when chlorination system is used).
- FF** Other: use if there is any reason for the absence of data that is not covered by those above.

If you have at least one result for a parameter, the value should be reported and not a NODI code.

Calculations

The following explains how to calculate statistical values that are commonly required by permits:

Monthly Average – For Loading (lbs/day), sum the total of daily loadings and divide by the number of samples during the month. To calculate the daily loading, multiply the daily concentration (mg/l) by the flow (MGD) on the date of sampling and a conversion factor of 8.34. For Concentration, sum the total of daily concentrations and divide by the number of samples.

Weekly Average – For Loading (lbs/day), sum the total of average daily loadings during each week of the reporting period (beginning on a Sunday and ending on a Saturday) and divide by the number of samples during the week. For Concentration, sum the total of daily concentrations each week and divide by the number of samples. Report the maximum weekly average on the DMR.

Maximum Daily ("Daily Max") – Report the maximum concentration or load measured during a 24-hour period during the reporting period; if multiple measurements are taken daily, include all data in the analysis.

Instantaneous Maximum ("IMAX") – Report the maximum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

Instantaneous Minimum ("Minimum") – Report the minimum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

Total Monthly Load (lbs) – Sum the total of average daily loadings, divide by the number of samples during the month, and multiply by the number of days in the month.

Geometric Mean – Report the average of a set of n sample results given by the n th root of their product. If any result is zero (0), substitute 1 for the calculation. For example, five samples were analyzed with the following results: 20, 300, 400, 500, and 0. The calculation of geometric mean is as follows (note that you will need to use the power function on a calculator):

$$\sqrt[5]{20 \cdot 300 \cdot 400 \cdot 500 \cdot 1} = \sqrt[5]{1,200,000,000} = (1,200,000,000)^{1/5} = 65$$

Non-Detect Data**Conventional and Toxic Parameters**

For calculating average values of data sets in which there are some "detections" (results at or above the laboratory reporting limit) and some "non-detect" data (results reported below the laboratory reporting limit), use the reporting limit for non-detect data. In other words, ignore the less than (<) symbol for statistical calculations and include the < symbol with the statistical result if there is at least one non-detect result in the data set. For example, four samples were analyzed with the following results: < 1.0, 2.0, < 1.0, and 1.0. The average statistical result is < 1.3.

Where the permit includes an effluent limitation for a parameter that is less than the most sensitive detection limit available, and the laboratory reports a value at or below the lowest level specified by the permit, you may use zero (0) in the calculation in lieu of the reporting limit, if the parameter is identified in 25 Pa. Code Chapter 16, Appendix A, Tables 2A and 2B. In general, parameters with limitations that are less than the most sensitive detection limit will be identified in Part C of the permit, if applicable.

Bacteria Parameters

Report all "non-detect" (e.g., < 2) and "too numerous to count" (TNTC) (e.g., > 2,000) results on DMR supplemental forms as reported by the laboratory. Do not report "TNTC" on supplemental forms; but instead report a value qualified with the ">" symbol. Where a data set includes one or more "non-detect" and/or TNTC results, calculate the geometric mean by ignoring qualifying symbols, but report the value with the symbol. If a data set includes both ">" and "<" qualifiers, the ">" qualifier takes precedence for reporting. For all "non-detect" values, specify in the Comments section of the DMR the maximum volume filtered at the laboratory.

Example 1 – For results are determined, < 2, 10, 20, and 30. The geometric mean should be reported as $(2 \bullet 10 \bullet 20 \bullet 30)^{0.25} = < 10$. Specify the maximum volume filtered for the < 2 result in the DMR Comments.

Example 2 – Three results are determined, < 2, 1,000, and > 2,000. The geometric mean should be reported as $(2 \bullet 1,000 \bullet 2,000)^{0.333} = > 158$.

Rounding and Precision

Statistical values reported on the DMR should be rounded to the same number of decimal places as the limit for the parameter as set forth in the permit. If the permit does not contain a limit but requests monitoring only, statistical values for concentration results should be rounded to the maximum number of decimal places in the data set as reported by the laboratory or the instrument used for analysis. If mass loads must be reported and there is no limit, round statistical values to the nearest whole number, unless the calculated number is less than one, in which case the value should be rounded to one significant figure (e.g., 0.1, 0.05, etc.). If the number you are rounding is followed by 5, 6, 7, 8, or 9, round the number up, otherwise round down.

The documents "Discharge Monitoring Reports Overview and Summary" (3800-BK-DEP3047) and "Management of Non-Detect Results for Discharge Monitoring Reports" (3800-FS-DEP4262) contain more information and are incorporated by reference. These documents are available on DEP's website.

Supplemental Form Inventory

The following supplemental forms (indicated in the check box column) are attached to this permit and must be completed and submitted to DEP in accordance with the permit and the supplemental form instructions. If the eDMR system is used to submit DMR reports, the spreadsheet versions of these supplemental forms, where applicable, should be used and attached to the eDMR submissions. A link to DEP's supplemental form website is available when logging into the eDMR system.

Check Box	Supplemental Form Name and No.
<input checked="" type="checkbox"/>	Daily Effluent Monitoring (3800-FM-BCW0435)
<input type="checkbox"/>	Influent & Process Control (3800-FM-BCW0436)
<input type="checkbox"/>	Hauled in Municipal Wastes (3800-FM-BCW0437)
<input type="checkbox"/>	Sewage Sludge/Biosolids Production and Disposal (3800-FM-BCW0438)
<input type="checkbox"/>	Chemical Additives Usage (3800-FM-BCW0439)
<input checked="" type="checkbox"/>	Non-Compliance Reporting Form (3800-FM-BCW0440)
<input type="checkbox"/>	CSO Monthly Summary Report (3800-FM-BCW0441)
<input type="checkbox"/>	CSO Detailed Report (3800-FM-BCW0442)
<input type="checkbox"/>	Groundwater Monitoring Data Report (3800-FM-BCW0443)
<input type="checkbox"/>	TMDL Annual Load Summary (3800-FM-BCW0448)
<input type="checkbox"/>	Land Application Systems (3800-FM-BCW0449)
<input type="checkbox"/>	Hauled in Residual Wastes (3800-FM-BCW0450)
<input type="checkbox"/>	Surface Water Monitoring Data Report (3800-FM-BCW0461)
<input checked="" type="checkbox"/>	Lab Accreditation Form (3800-FM-BCW0189)
<input type="checkbox"/>	Whole Effluent Toxicity Test Summary Report (3800-FM-BCW0485)
<input checked="" type="checkbox"/>	Storm Water Annual Report
<input type="checkbox"/>	Other: <input type="checkbox"/>



SUPPLEMENTAL REPORT DAILY EFFLUENT MONITORING

Facility Name: East Dunkard Water Authority
Municipality: Dunkard Township
Watershed: 19-G
Laboratories: _____

Month: _____
NPDES Permit No.: PA0021971
Renewal application due 180 days prior to expiration
This permit will expire on 31 MAY 2021

Year: _____
Outfall No.: 001

Day	Flow		pH	TRC	TSS		Total Aluminum		Total Iron		Total Manganese	
	Q	MGD			Q	mg/L	Q	mg/L	Q	mg/L	Q	mg/L
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
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20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
Avg												

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: _____ Signature: _____
Title: _____ Date: _____



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**INSTRUCTIONS FOR COMPLETING
DAILY EFFLUENT MONITORING
SUPPLEMENTAL REPORT**

Use this form to report daily monitoring results for the parameters that must be monitored in effluent for compliance with the permit. Results for influent parameters are normally reported on Form 3800-FM-BCW0436.

1. Enter Facility Name, Municipality, County, Watershed No., Laboratories, Month, Year, NPDES Permit No., Outfall No., and Permit Expiration Date (if is noted that this information may be pre-populated if you have received this form with your permit). For Laboratories, list the names of all laboratories where samples were analyzed during the month, including on-site analysis.
2. In the column headers, below "Effluent Parameters," enter the names of parameters in the permit. Since limited space is provided, abbreviation may be necessary. If there are more parameters for an outfall than columns provided on the form, attach an additional sheet.
3. Below parameter names, and to the right of "Q" (Qualifier) column headers, enter the units associated each parameter (it is noted that this information may be pre-populated if you have received this form with your permit).
4. Enter monitoring results for parameters in the rows corresponding to the day of the month in which samples were collected. Enter results exactly as reported by the laboratory, or if measured with on-site equipment, to the level of precision recommended by the equipment manufacturer. Enter data qualifiers such as "<," ">," "J," and others in the "Q" column.
5. Calculate and report average values at the bottom of the table in accordance with the DMR Instructions (3800-FM-BCW0463) and DEP guidance (3800-BK-DEP3047). Note – for bacteria, calculate and report the geometric mean value.
6. Type the name of the person who prepared the form, the person's job title, and sign and date the form after reading the certification statement.



NON-COMPLIANCE REPORTING FORM

Use this supplemental form to report all permit violations and any other non-compliance that may endanger health or the environment, in accordance with your permit. Complete all sections that apply. If you are reporting violations of permit limits, monitoring requirements or schedules that do not pose an immediate threat to health or the environment, you may attach this form to the Discharge Monitoring Report (DMR). Title 25, Pa. Code §§ 91.33 and 91.34 (regarding incidents causing or threatening pollution and activities utilizing pollutants, respectively), in part requires immediate notification by telephone to the Department of pollution incidents, remediation, and may require an additional report on the incident or plan of pollution prevention measures. If you are reporting other non-compliance events, and the reporting deadline does not coincide with your submission of the DMR, it should be submitted separately to the Department by the reporting deadline set forth in the permit. See instructions for more information.

Facility Name: East Dunkard Water Authority Month: _____ Year: _____
Municipality: Dunkard Township County: Greene Permit No.: PA0021971

Violations of Permit Effluent Limitations*

Date	Parameter	Permit Limit	Units	Statistical Code	Result	Units	Cause of Violation	Corrective Action Taken

Sanitary Sewer Overflows and Other Unauthorized Discharges*

Event Date	Substance Discharged	Location	Volume (gals)	Duration (hrs)	Receiving Waters	Impact on Waters	Cause of Discharge	Date DEP Notified

Other Permit Violations*

- Sample collection less frequent than required Explain
- Sample type not in compliance with permit Explain
- Violation of permit schedule Explain
- Other Explain
- Other Explain

*** If the space provided is not sufficient to record all information, please attach additional sheets.**

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: _____ Signature: _____
Title: _____ Date: _____



INSTRUCTIONS FOR COMPLETING NON-COMPLIANCE REPORTING FORM

Use this supplemental form to report all permit violations and any other non-compliance that may endanger health or the environment, in accordance with your permit. Complete all sections that apply. If you are reporting violations of permit limits, monitoring requirements or schedules that do not pose an immediate threat to health or the environment, you may attach this form to the Discharge Monitoring Report (DMR). If you are reporting other non-compliance events, and the deadline for a written report (e.g., 5 days) does not coincide with your submission of the DMR, this form should be submitted separately to the Department by the reporting deadline set forth in the permit.

If you are unsure of whether an incident constitutes non-compliance that may endanger health or the environment, it is recommended that you notify the Department verbally as soon as possible after you become aware of the incident. Title 25, Pa. Code §§ 91.33 and 91.34 (regarding incidents causing or threatening pollution and activities utilizing pollutants, respectively), in part requires immediate notification by telephone to the Department of pollution incidents, remediation, and may require an additional report on the incident or plan of pollution prevention measures.

Instructions:

1. Enter the name of the facility, the municipality and county where it is located, the month and year when violations occurred, and the NPDES or WQM permit number for the facility.
2. If there were violations of permit effluent limitations during the month, check the box next to "Violations of Permit Effluent Limitations." (Note – if using the electronic version of this form, check the boxes first, and then select Tools – Unprotect Document to enter additional information). Enter the date of the violation (if a violation of a minimum or maximum limit, the date of sample collection, or if a violation of an average limit, the end of the monitoring period), the parameter name, the permit limit and units, the statistical code (e.g., "MIN", "MAX", "MO AVG", etc.), the measured result and units, the cause of the violation and the corrective action taken. **If there are more than two violations during the monitoring period and/or if the space provided is insufficient to explain the cause or corrective action, please attach additional pages.**
3. If there are Sanitary Sewer Overflow (SSO) discharges or other unauthorized discharges from the facility (e.g., spills, leaks, etc.) that enter or have the potential to enter waters of the Commonwealth, including groundwater, notify DEP by phone as soon as possible, and document the discharge on this form by checking the box next to "Sanitary Sewer Overflows and Other Unauthorized Discharges." Record the event (discharge) date, the substance discharged (e.g., sewage, on-site chemicals, etc.), the location where the discharge occurred (e.g., manhole number, pump station name, equipment description, etc.), the volume discharged (gallons), the approximate duration of the discharge (hours), the receiving waters (name of stream or groundwater), the impact on the receiving waters, if observed (e.g., solids deposition, foam, fish kill, etc.), the cause of the discharge, and the date on which the Department was verbally notified. **If there are more than two discharge events during the monitoring period and/or if the space provided is insufficient to explain the discharge, please attach additional pages.**
4. If there are other violations of the permit, check the box next to "Other Permit Violations," and check the appropriate box that describes the violation type. If not identified on the form, check the box next to "Other" and provide a written explanation. **If the space provided is insufficient to explain the violation, please attach additional pages.**
5. Type your name and title and sign and date the form after reading the certification statement.

If you have questions about completing this form, contact the Clean Water Program Operations Section of the Department in your region:

Southeast Region – (484) 250-5970
Northeast Region – (570) 826-2553
Southcentral Region – (717) 705-4707

Northcentral Region – (570) 327-3636
Southwest Region – (412) 442-4060
Northwest Region – (814) 332-6942

CERTIFICATION

I certify under penalty of law that this report was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Name (type or print legibly)

Official Title

Signature

Date Signed



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGES OF STORMWATER ASSOCIATED WITH INDUSTRIAL ACTIVITY ANNUAL REPORT INSTRUCTIONS

The submission of this Annual Report each year is a requirement under the individual permit for ongoing coverage under the individual permit.

Enter the reporting period (calendar year) at the top of the report (e.g., January 1, 2016 to December 31, 2016).

General Information

Identify the permittee name (as it appears on the first page of the permit issued by DEP), the permittee address and phone number, the permit number, and the permit issuance date (i.e., latest new or reissued approval issued by DEP). Check the appropriate box to indicate whether the permittee's Preparedness, Prevention and Contingency (PPC) Plan has been reviewed and if necessary updated during the calendar year reporting period. Check the appropriate box to indicate whether annual employee training required by the permit has been provided during the reporting period and list the date(s) training occurred.

Inspection Information

1. The permit requires visual inspections at least semiannually (once every calendar semiannual period). A table is provided to summarize all inspections conducted during the calendar year. Assign each inspection event a number, chronologically, and report the number in the table. Report the date of the inspection and the name and title of the inspector. Check the box in the column for "Stormwater Discharge During Inspection?" If a stormwater discharge was occurring during the inspection. The permit requires that at least one semiannual inspection be conducted during conditions where a stormwater discharge is occurring.
2. Check the appropriate boxes to indicate areas, activities and practices evaluated during the inspections. These areas, activities and practices must be inspected during all inspections in accordance with the permit.
3. For each inspection answer each of the questions listed in the column headers. Enter the Inspection No. corresponding to the inspection dates identified in No. 1, and check any box in which the answer to the question is "Yes".
4. Where any answer to No. 3 is "Yes", describe the corrective measures taken or are planned by the permittee.
5. Check the appropriate box to indicate whether all BMPs required by the permit were implemented during the reporting period (Yes or No). If No, identify which BMPs were not implemented and efforts being undertaken to begin or resume implementation of the BMPs.

Stormwater Outfall Information

1. Permittees must complete the stormwater outfall table for each Annual Report. It is possible for conditions to change from year to year; for example, an outfall that is considered "No Exposure" one year is not the next year, and the percentage of impervious surface in an outfall's drainage area may change. The following lists the column headers and an explanation of the information requested:
 - **Outfall No.** – Provide a 3-digit identification number (numeric only) for each outfall (discharge point) discharging stormwater associated with industrial activity from the facility, starting with 001 and continuing with 002, 003, etc. If there are more outfalls than space allows, attach an additional sheet.
 - **No Exp.?** – Check the box if, during the reporting period, the listed outfall discharges stormwater consistent with a "No Exposure" condition.

No Exposure means that all industrial materials and activities (in the drainage area of the outfall) are protected by a storm resistant shelter to prevent exposure to rain, snow, snowmelt, and/or runoff. Industrial materials or

activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products. Material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, final product or waste product. (See the instructions to the No Exposure Certification application, 3850-PM-BCW0083e, for additional information).

By checking the box, the applicant is certifying that a No Exposure condition existed within the drainage area for the particular outfall during the reporting period.

- **Non-SW?** – Check the box if the listed outfall received any non-stormwater discharges during the reporting period.
- **Sampling?** – Check the box if the listed outfall has been sampled for analysis of pollutant concentrations, consistent with the permit, during the reporting period.
- **Rep. Outfall** – Identify the representative outfall, if applicable, for each listed outfall during the reporting period.

Permittees may group outfalls based on industrial activities occurring within the drainage areas of those outfalls and, if it is determined by the permittee that the quality of stormwater discharges are substantially identical, select one outfall to represent others in the group. Enter the representative outfall number, if applicable. For example, if during the reporting period Outfalls 001, 002 and 003 all have drainage areas characterized by unloading of the same raw materials and the applicant has reason to believe that the quality of Outfalls 001, 002 and 003 are substantially identical, the applicant may select Outfall 001 as representative of Outfalls 002 and 003. The permittee would then monitor stormwater discharges for pollutants for Outfall 001 only. In this example, for the Annual Report the "Rep. Outfall" column would remain blank for Outfall 001, and contain "001" for Outfalls 002 and 003 (see below).

Outfall No.	No Exp.?	Non-SW?	Sampling?	Rep. Outfall
001	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
002	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	001
003	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	001

- **DA (sf)** – Report the drainage area of the outfall in square feet, as of the last day of the reporting period.
 - **% Imp.** – Enter the percentage of the outfall's drainage area that is impervious surface, as of the last day of the reporting period.
 - **Description of Materials/Activities in Drainage Area Exposed to Precipitation** – Enter a characterization of the drainage area for each outfall during the reporting period, identifying all existing activities including material storage and utilization. Attach additional pages with this information to the Annual Report if necessary.
 - **Description of BMPs in Drainage Area to Control Pollutants in Stormwater** – Identify and describe all best management practices (BMPs) that were implemented within the drainage areas of each outfall to control pollutants in stormwater during the reporting period. Attach additional pages with this information to the Annual Report if necessary.
2. Check the appropriate box to indicate whether any of the outfalls identified in Nos. 6 and 7 above discharge to a municipal separate storm sewer system (MS4) (Yes or No). If Yes, identify the name of the MS4 owner/operator and list all outfall numbers that discharge to the MS4.

NOTE – If the permittee discharges to an MS4, a copy of the Annual Report must be submitted to the operator of the MS4.

3. Indicate whether any changes to outfall information (Nos. 1 and 2 above) have changed during the reporting period as compared to the previous reporting period by checking the appropriate box (Yes or No). If changes have occurred, describe those changes in the space provided or as a separate attachment.

Stormwater Sampling Event Information

1. In the table provided, enter the information requested concerning each storm event in which samples were collected. The following lists the column headers and an explanation of the information requested:

- **Outfall No. Sampled** – List every outfall number sampled per storm event.
- **Sample Date** – Identify the date in which samples were collected.

Example – Three outfalls were sampled twice during the reporting period: one event took place on February 1 and the other event occurred on August 15. The first two columns should be completed as follows:

Outfall No. Sampled	Sample Date
001	2/1/2016
002	2/1/2016
003	2/1/2016
001	8/15/2016
002	8/15/2016
003	8/15/2016

- **Duration of Storm Event** – Report the duration, in hours, of the storm event in which samples were collected.
 - **Sample Collected within First 30 Minutes?** – Check the box if the sample was collected within the first 30 minutes of the stormwater discharge.
 - **Precipitation Amount** – Report the amount of precipitation, in inches, that fell during the storm event in which samples were collected. Note that the permit requires that samples be collected from storm events producing greater than 0.1 inch of precipitation.
 - **Duration Between Storm Event Sampled and Previous Measurable Storm Event** – Enter the amount of time, in hours, between the storm event sampled and the previous measurable storm event (greater than 0.1 inch of precipitation).
 - **Were Results Reported on DMR?** – Check the box if the analytical results for the sampling event were reported to DEP on a Discharge Monitoring Report (DMR).
 - **Were Benchmark Value(s) in Permit Exceeded?** – Check the box if any benchmark values identified in the permit were exceeded for the outfall and sampling event listed.
 - **Parameter(s) Exceeding Benchmark Value(s)** – If benchmark values were exceeded, report the name(s) of all parameter(s) in which stormwater concentrations exceeded the benchmarks.
2. Indicate whether the need to develop and submit a corrective action plan was triggered during the reporting period by checking the appropriate box (Yes or No). The permit requires submission of a corrective action plan within 90 days following the end of the reporting period that demonstrates two consecutive exceedances of benchmark values. If Yes, list the date the corrective action plan was submitted to DEP, and the date by which corrective measures will be implemented.
3. If samples were not collected within the first 30 minutes for any stormwater sampling event, provide an explanation below as to why this could not be done in the space provided. If not applicable, enter "N/A".

Certification

The permittee must certify that the information contained in the Annual Report is true, accurate and complete.

The Annual Report must be signed as follows:

For individually owned operations - the owner of the facility must sign the Annual Report.

For a Corporation - by a responsible corporate officer. For purposes of this section, a responsible corporate officer means a principal executive officer of at least the level of vice president or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the Annual Report originates.

For a Partnership or Sole Proprietorship - by a general partner or the proprietor, respectively.

For a Municipality - state, federal or other public agency - by either a principal executive officer, ranking elected official or other authorized employee. For purposes of the Annual Report, a principal executive officer of a federal agency includes:

1. The chief executive officer of the agency, or
2. A senior executive officer who has responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator of EPA).

Submission

One copy of the Annual Report must be submitted to the regional office of DEP that issued the permit, by the deadline established in the permit. For a list of DEP regional office addresses, please visit www.dep.pa.gov, and select "Regional Resources." Where the permittee discharges stormwater to an MS4, one copy of the Annual Report must be submitted to the operator of the MS4.

I. NPDES Permit Renewal Actions

Southwest Regional Office: Clean Water Program Manager, 400 Waterfront Drive, Pittsburgh, PA 15222-4745. Phone: 412.442.4000.

NPDES No. (Type)	Facility Name & Address	County & Municipality	Stream Name (Watershed No.)	EPA Waived Y/N?
PA0021971 (Industrial)	East Dunkard Water Authority Treatment Plant PO Box 241 2790 S Eighty-Eight Road Dilliner, PA 15327	Greene County Dunkard Township	Monongahela River (WWF) (19-G)	Yes

Application Type Renewal
Facility Type Industrial
Major / Minor Minor

**NPDES PERMIT FACT SHEET
INDIVIDUAL INDUSTRIAL WASTE (IW)
AND IW STORMWATER**

Application No. PA0021971
APS ID 983831
Authorization ID 1256993

Applicant and Facility Information

Applicant Name	<u>East Dunkard Water Authority</u>	Facility Name	<u>East Dunkard Water Authority Treatment Plant</u>
Applicant Address	<u>PO Box 241 2790 South Eighty-Eight Road Dilliner, PA 15327</u>	Facility Address	<u>PO Box 241 2790 South Eighty-Eight Road Dilliner, PA 15327</u>
Applicant Contact	<u>Jim Holbert</u>	Facility Contact	<u>Jim Holbert</u>
Applicant Phone	<u>(724) 943-3713</u>	Facility Phone	<u>(724) 943-3713</u>
Client ID	<u>24189</u>	Site ID	<u>248063</u>
SIC Code	<u>4941</u>	Municipality	<u>Dunkard Township</u>
SIC Description	<u>Trans. & Utilities - Water Supply</u>	County	<u>Greene</u>
Date Application Received	<u>January 2, 2019</u>	EPA Waived?	<u>Yes</u>
Date Application Accepted	<u>2/13/19</u>	If No, Reason	<u></u>
Purpose of Application	<u>Renewal of NPDES Industrial Waste Permit without an ELG.</u>		

Summary of Review

The Department received a late NPDES permit renewal application from East Dunkard Water Authority for the East Dunkard Authority Treatment Plant located in Dunkard Township of Greene County on January 2, 2019. A supplemental submission was received by the Department on February 12, 2019, which updated the application monitoring data. The initial monitoring data provided in the application contained a number of parameters that were tested at quantitative limits (QL) above the Department's Target QLs. These parameters would have been required to be added to the permit monitoring requirements. The facility is a potable public WTP with an SIC Code of 4941. The facility's existing permitted Industrial Waste discharge consist of treated clarifier slurry and filter backwash water. Both these wastewater streams are conveyed to the backwash/solids holding pond, and then ultimately discharged to the Monongahela River via Outfall 001.

The East Dunkard Water Authority Treatment Plant (plant pumping capacity rated at 1.152 MGD) purifies water obtained from the Monongahela River. The raw water has polymer (DeIPAC) added then goes through a static mixer prior to entering the clarifier. The water then goes through one (1) of four (4) filter beds. The filtered water then has caustic soda, phosphate blend and chlorine added as needed, prior to entering the clearwell. From the clearwell the treated water is conveyed to the distribution system. Wastewaters generated at the facility are clarifier slurry from the clarifier and filter backwash water. The wastewaters are conveyed to the backwash/solids holding pond, which allows the solids to settle out prior to being discharge back to the Monongahela River. The backwash/solids holding pond is graded to prevent stormwater runoff from entering the pond.

Residual waste disposal must meet solid waste regulations.

Part C language in the draft permit provides controls on floating solids, chemical additives, residual solids, Total Residual Chlorine and Sedimentation Basin Cleaning.

Approve	Deny	Signatures	Date
✓		 Curtis Holes, P.E. / Environmental Engineering Specialist	3/14/19
✓		 Michael E. Fifth / Environmental Engineer Manager	3/15/19

Summary of Review

It is recommended that a draft permit be published for public comment in response to this application.

Public Participation

DEP will publish notice of the receipt of the NPDES permit application and a tentative decision to issue the individual NPDES permit in the *Pennsylvania Bulletin* in accordance with 25 Pa. Code § 92a.82. Upon publication in the *Pennsylvania Bulletin*, DEP will accept written comments from interested persons for a 30-day period (which may be extended for one additional 15-day period at DEP's discretion), which will be considered in making a final decision on the application. Any person may request or petition for a public hearing with respect to the application. A public hearing may be held if DEP determines that there is significant public interest in holding a hearing. If a hearing is held, notice of the hearing will be published in the *Pennsylvania Bulletin* at least 30 days prior to the hearing and in at least one newspaper of general circulation within the geographical area of the discharge.

Discharge, Receiving Waters and Water Supply Information			
Outfall No.	001	Design Flow (MGD)	0.031
Latitude	39° 45' 15"	Longitude	-79° 55' 36"
Quad Name	Masontown	Quad Code	2006
Wastewater Description: Treated wastewaters (clarifier slurry and filter backwash water).			
Receiving Waters	Monongahela River	Stream Code	37185
NHD Com ID	99418626	RMI	88.5
Drainage Area	4140	Yield (cfs/mi ²)	0.128
Q ₇₋₁₀ Flow (cfs)	530	Q ₇₋₁₀ Basis	US Army Corp of Engineers
Elevation (ft)	781	Slope (ft/ft)	
Watershed No.	19-G	Chapter 93 Class.	WWF
Existing Use	Potable Water Source	Existing Use Qualifier	None
Exceptions to Use	None	Exceptions to Criteria	None
Assessment Status	Non Attaining		
Cause(s) of Impairment	PCB		
Source(s) of Impairment	Unknown		
TMDL Status	N/A	Name	N/A
Nearest Downstream Public Water Supply Intake	Dunkard Valley Joint Municipal Authority		
PWS Waters	Monongahela River	Flow at Intake (cfs)	530
PWS RMI	83.62	Distance from Outfall (mi)	4.88

Changes Since Last Permit Issuance: None

Other Comments: None

Figure 1: Basin Delineation for Outfall 001



Compliance History	
Summary of DMRs:	No exceedances with permit effluent limits.
Summary of Inspections:	The last inspection conducted by the Department was on May 4, 2015 by Pamela Russell and one violation was noted for failure to maintain required records.

Other Comments: **None**

Compliance History

DMR Data for Outfall 001 (from February 1, 2018 to January 31, 2019)

Parameter	Limit	JAN-19	DEC-18	NOV-18	OCT-18	SEP-18	AUG-18	JUL-18	JUN-18	MAY-18	APR-18	MAR-18	FEB-18
Flow (MGD) Average Monthly	Report	36000	30000	42000	36000	30000	38000	34000	34000	28000	30000	30000	30000
Flow (MGD) Daily Maximum	Report	12000	12000	18000	12000	12000	18000	12000	12000	12000	12000	18000	12000
pH (S.U.) Minimum	6.0	7.1	7.05	7.0	7.10	7.10	6.77	7.10	7.1	6.7	6.7	6.96	6.91
pH (S.U.) Maximum	9.0	7.2	7.08	7.08	7.15	7.17	7.23	7.16	7.9	7.3	7.8	7.06	7.02
TRC (mg/L) Average Monthly	0.5	0.0200	0.0800	0.0500	0.0900	0.0500	0.0800	0.0300	0.100	0.1	0.0300	0.0200	0.0500
TRC (mg/L) Instantaneous Maximum	1.0	0.0500	0.100	0.0500	0.110	0.100	0.110	0.100	0.150	0.1	0.0800	0.0800	0.0900
TSS (mg/L) Average Monthly	30	3.46	5.00	2.50	< 2.50	2.50	3.02	2.50	< 2.50	< 2.50	9.8	3.81	2.60
TSS (mg/L) Instantaneous Maximum	60	5.31	6.45	6.40	< 2.50	6.27	24.4	6.44	< 2.50	4.20	10.4	6.40	4.80
Total Aluminum (mg/L) Average Monthly	4.0	0.731	0.796	0.365	0.249	0.362	0.327	0.368	0.216	0.356	0.767	0.503	0.203
Total Aluminum (mg/L) Instantaneous Maximum	8.0	0.765	1.57	0.471	0.326	0.611	0.637	0.552	0.539	0.419	4.03	0.887	0.414
Total Iron (mg/L) Average Monthly	2.0	0.0529	0.105	0.0451	< 0.020	0.0214	0.647	0.0303	0.0344	0.0292	0.0930	0.0915	0.0826
Total Iron (mg/L) Daily Maximum	4.0	0.0839	0.333	0.0734	0.0423	0.0974	0.0654	0.103	0.0406	0.0578	0.363	0.184	0.111
Total Manganese (mg/L) Average Monthly	1.0	0.0735	0.0685	0.485	0.0575	0.0600	0.402	0.138	0.0308	0.0448	0.0663	0.200	0.0787
Total Manganese (mg/L) Instantaneous Maximum	2.0	0.0807	0.109	0.143	0.0965	0.0792	0.0411	0.501	0.175	0.0849	0.142	0.261	0.257

Development of Effluent Limitations

Outfall No. 001	Design Flow (MGD) 0.031
Latitude 39° 45' 15.00"	Longitude -79° 55' 36.00"
Wastewater Description: Treated wastewaters (clarifier slurry and filter backwash water).	

Technology-Based Limitations

The East Dunkard Water Authority Treatment Plant is not subject to Federal Effluent Limitation Guidelines (ELGs) as the SIC code is not listed under 40 CFR parts 405 through 471.

Regulatory Effluent Standards and Monitoring Requirements

The pH effluent range for all Industrial waste process and non-process discharges pursuant of 25 Pa. Code § 92a.48(a)(2) and 25 Pa. Code § 95.2 is indicated in Table 1 below.

Flow monitoring is required pursuant to 25 Pa. Code § 92a.61(d)(1) as indicated in Table 1 below.

Pursuant to 25 Pa. Code § 95.2(4) effluent standards for industrial wastes may not contain more than 7 mg/L of dissolved iron as indicated in Table 1 below.

Pursuant to 25 Pa. Code § 92a.48(b) the imposition of technology-based Total Residual Chlorine (TRC) limits for facilities that use chlorination and that are not already subject to TRC limits based on applicable federal ELG's or a facility specific BPJ evaluation as indicated in Table 1 below.

Table 1. Regulatory Effluent Standards

Parameter	Monthly Avg.	Daily Max	IMAX
Flow (MGD)	Monitor	Monitor	----
Iron, Dissolved	----	----	7.0 mg/L
pH (S.U.)	6-9 at all times		
TRC	0.5 mg/L	----	1.6 mg/L

Total Dissolved Solids (TDS)

Integral to the implementation of 25 Pa. Code § 95.10 is the principle that existing, authorized mass loadings of TDS are exempt from any treatment requirements under these provisions. Existing mass loadings of TDS up to and including the maximum daily discharge loading for any existing discharge, provided that the loading was authorized prior to August 21, 2010 are exempt. Discharge loadings of TDS authorized by the Department are typically exempt from the treatment requirements of Chapter 95.10 until the net TDS loading is increased, an existing discharge proposes a hydraulic expansion or a change in the waste stream. If there are existing mass or production-based TDS effluent limits, then these are used as the basis for the existing mass loading. The facility is not new or expanding waste loading of TDS, therefore, the facility is exempt from 25 Pa. Code § 95.10 treatment requirements.

Best Practicable Control Technology Currently Achievable (BPT)

The Department's reference document *Technology-Based Control Requirements for Water Treatment Plant Wastes* (DEP-ID 362-2183-003) established BPT for discharges of WTPs wastewater, which are illustrated in Table 2 below.

Table 2. BPT Limits for WTP Filter Backwash Wastewater

Parameter	Monthly Avg. (mg/L)	Daily Max (mg/L)
Total Suspended solids (TSS)	30.0	60.0
Iron (total)	2.0	4.0
Aluminum (total)	4.0	8.0
Manganese (total)	1.0	2.0
Flow	Monitor	----
pH (S.U.)	6-9 at all times	
TRC	0.5	1.0

Water Quality-Based Limitations

Toxics Screening Analysis – Procedures for Evaluating Reasonable Potential and Developing WQBELs

DEP's procedures for evaluating reasonable potential are as follows:

1. For IW discharges, the design flow to use in modeling is the average flow during production or operation, and may be taken from the permit application.
2. Perform a Toxics Screening Analysis to identify toxic pollutants of concern. All toxic pollutants whose maximum concentrations, as reported in the permit application or on DMRs, are greater than the most stringent applicable water quality criterion are pollutants of concern. [This includes pollutants reported as "Not Detectable" or as "<MDL" where the method detection limit for the analytical method used by the applicant is greater than the most stringent water quality criterion]. List all toxic pollutants of concern in a Toxics Screening Analysis section of the fact sheet (refer to Attachment C).
3. For any outfall with an applicable design flow, perform PENTOXSD modeling for all pollutants of concern. Use the maximum reported value from the application form or from DMRs as the input concentration for the PENTOXSD model run.
4. Compare the actual WQBEL from PENTOXSD with the maximum concentration reported on DMRs or the permit application. Use WQN data or another source to establish the existing or background concentration for naturally occurring pollutants, but generally assume zero background concentration for non-naturally occurring pollutants.
 - Establish limits in the draft permit where the maximum reported concentration equals or exceeds 50% of the WQBEL. Use the average monthly and maximum daily limits for the permit as recommended by PENTOXSD. Establish an IMAX limit at 2.5 times the average monthly limit.
 - For non-conservative pollutants, establish monitoring requirements where the maximum reported concentration is between 25% - 50% of the WQBEL.
 - For conservative pollutants, establish monitoring requirements where the maximum reported concentration is between 10% - 50% of the WQBEL.

The information described above including the maximum reported discharge concentrations, the most stringent water quality criteria, the pollutant-of-concern (reasonable potential) determinations, the calculated WQBELs, and the WQBEL/monitoring recommendations are collected on a spreadsheet titled "Toxics Screening Analysis." (refer to Attachment C).

PENTOXSD Water Quality Modeling Program

PENTOXSD Version 2.0 for Windows is a single discharge, mass-balance water quality modeling program that includes consideration for mixing, first-order decay and other factors to determine recommended WQBELs for toxic substances and several non-toxic substances. Required input data including stream code, river mile index, elevation, drainage area, discharge name, NPDES permit number and discharge flow rate are entered into PENTOXSD to establish site-specific discharge conditions. Other data such as low flow yield, reach dimensions and partial mix factors may also be entered to further characterize the conditions of the discharge and receiving water. Pollutants are then selected for analysis based on those present or likely to be present in a discharge at levels that may cause, have the reasonable potential to cause, or contribute to excursions above state water quality standards (i.e., a reasonable potential analysis). Discharge concentrations for the selected pollutants are chosen to represent the "worst case" quality of the discharge (i.e., maximum reported discharge concentrations). PENTOXSD then evaluates each pollutant by computing a Waste Load Allocation for each applicable criterion, determining a recommended maximum WQBEL and comparing that recommended WQBEL with the input discharge concentration to determine which is more stringent. Based on this evaluation, PENTOXSD recommends average monthly and maximum daily WQBELs.

Reasonable Potential Analysis and WQBEL Development for Outfall 001

Table 3: PENTOXSD Inputs

Parameter	Value
River Mile Index	88.5
Discharge Flow (MGD)	0.031
Basin/Stream Characteristics	
Parameter	Value
Area (mi ²)	4140
Q ₇₋₁₀ (cfs)	530
Low-flow yield (cfs/mi ²)	0.128
Elevation (ft)	781
Slope	0.0000

Discharges from Outfall 001 are evaluated based on concentrations reported on the application and on DMRs; data from those sources are used for toxics screening as described above. The PENTOXSD model is run with the discharge and receiving stream characteristics shown in Table 3. The pollutants selected for analysis include those identified as candidates for modeling by the Toxics Screening Analysis spreadsheet (in accordance with Step 2 of the Toxics Screening Analysis procedure discussed above). Pollutants for which water quality standards have not been promulgated (e.g., TSS, oil and grease) are excluded from the analysis. PENTOXSD model allowed for 100% Partial Mix Factor for CFC, THH and CRL. The Model was revised to force the Partial Mix Factor to 70%, to allow the river to accommodate additional discharges downstream of Facility.

The WQBELs calculated using PENTOXSD are compared to the maximum reported effluent concentrations as described in the Toxics Screening Analysis section above to evaluate the need to impose WQBELs or monitoring requirements in the permit. Based on the recommendations of the Toxics Screening Analysis, no WQBELs or monitoring requirements are recommended for Outfall 001. Analysis Report from the PENTOXSD model run is included in Attachment D.

WQM 7.0 Model

In general, WQM 7.0 Model is run if the maximum BOD₅/CBOD₅ concentrations exceeds 30/25 mg/L respectively in the permit application or the DMRs. The permit application reports BOD₅/CBOD₅ concentrations of 3 mg/L respectively, therefore, WQM 7.0 Model is not required to be run.

Total Residual Chlorine

To determine if WQBELs are required for discharges containing total residual chlorine (TRC), a discharge evaluation is performed using a DEP program called TRC_CALC created with Microsoft Excel for Windows. TRC_CALC calculates TRC Waste Load Allocations (WLAs) through the application of a mass balance model which considers TRC losses due to stream and discharge chlorine demands and first-order chlorine decay. Input values for the program include flow rates and discharge chlorine demands for the receiving stream, the number of samples taken per month, coefficients of TRC variability, partial mix factors, and an optional factor of safety. The mass balance model calculates WLAs for acute and chronic criteria that are then converted to long term averages using calculated multipliers. The multipliers are functions of the number of samples taken per month and the TRC variability coefficients (normally kept at default values unless site specific information is available). The most stringent limitation between the acute and chronic long-term averages is converted to an average monthly limit for comparison to the BAT average monthly limit of 0.5 mg/L from 25 Pa. Code § 92a.48(b)(2). The more stringent of these average monthly TRC limitations is then proposed. The results of the modeling, included in Attachment B, indicate that BAT/BPJ are required for TRC.

Anti-Backsliding

Section 402(o) of the Clean Water Act (CWA), enacted in the Water Quality Act of 1987, establishes anti-backsliding rules governing two situations. The first situation occurs when a permittee seeks to revise a Technology-Based effluent limitation based on BPJ to reflect a subsequently promulgated effluent guideline which is less stringent. The second situation addressed by Section 402(o) arises when a permittee seeks relaxation of an effluent limitation which is based upon a State treatment standard of water quality standard.

Previous limits can be used pursuant to EPA's anti-backsliding regulation 40 CFR 122.44 (l) Reissued permits. (1) Except as provided in paragraph (l)(2) of this section when a permit is renewed or reissued. Interim effluent limitations, standards or conditions must be at least as stringent as the final effluent limitations, standards, or conditions in the previous permit (unless the circumstances on which the previous permit was based have materially and substantially changed since the time the permit was issued and would constitute cause for permit modification or revocation and reissuance under §122.62). (2) In the case of effluent limitations established on the basis of Section 402(a)(1)(B) of the CWA, a permit may not be

renewed, reissued, or modified on the basis of effluent guidelines promulgated under section 304(b) subsequent to the original issuance of such permit, to contain effluent limitations which are less stringent than the comparable effluent limitations in the previous permit.

The facility is not seeking to revise the previously permitted effluent limits.

Effluent Limitations and Monitoring Requirements for Outfall 001

Effluent limits applicable at Outfall 001 are the more stringent of TBELs, WQBELs, regulatory effluent standards, and monitoring requirements as summarized in Table 5. The applicable limits and monitoring requirements provided below are based on those in Tables 1 and 2 of this Fact Sheet.

Table 5. Effluent limits and monitoring requirements for Outfall 001

Parameter	Mass (pounds)		Concentration (mg/L)			Basis
	Average Monthly	Daily Maximum	Average Monthly	Daily Maximum	Instant Maximum	
Flow (MGD)	Report	Report	—	—	—	25 Pa. Code § 92a.61(d)(1)
Total Residual Chlorine	—	—	0.5	1.0	—	25 Pa. Code § 92a.48(b)
Total Suspended Solids	—	—	30.0	60.0	—	40 CFR § 122.144
Iron (total)	—	—	2.0	4.0	—	40 CFR § 122.144
Aluminum (total)	—	—	4.0	8.0	—	40 CFR § 122.144
Manganese (total)	—	—	1.0	2.0	—	40 CFR § 122.144
pH (S.U.)	Within the range of 6.0 to 9.0					25 Pa. Code § 95.2

Monitoring Frequency for Outfall 001

Monitoring requirements are based on the previous permits monitoring requirements for the facility are displayed in Table 6 below.

Table 6. Monitoring Requirements for Outfall 001

Parameter	Sample Type	Minimum Sample Frequency
Flow (MGD)	Meter	2/Month
TRC	Grab	2/Month
TSS	Grab	2/Month
Iron (total)	Grab	2/Month
Aluminum (total)	Grab	2/Month
Manganese (total)	Grab	2/Month
pH (S.U.)	Grab	2/Month

Tools and References Used to Develop Permit	
<input type="checkbox"/>	WQM for Windows Model (see Attachment)
<input checked="" type="checkbox"/>	PENTOXSD for Windows Model (see Attachment D)
<input checked="" type="checkbox"/>	TRC Model Spreadsheet (see Attachment B)
<input type="checkbox"/>	Temperature Model Spreadsheet (see Attachment)
<input checked="" type="checkbox"/>	Toxics Screening Analysis Spreadsheet (see Attachment C)
<input type="checkbox"/>	Water Quality Toxics Management Strategy, 361-0100-003, 4/06.
<input type="checkbox"/>	Technical Guidance for the Development and Specification of Effluent Limitations, 362-0400-001, 10/97.
<input type="checkbox"/>	Policy for Permitting Surface Water Diversions, 362-2000-003, 3/98.
<input type="checkbox"/>	Policy for Conducting Technical Reviews of Minor NPDES Renewal Applications, 362-2000-008, 11/96.
<input checked="" type="checkbox"/>	Technology-Based Control Requirements for Water Treatment Plant Wastes, 362-2183-003, 10/97.
<input type="checkbox"/>	Technical Guidance for Development of NPDES Permit Requirements Steam Electric Industry, 362-2183-004, 12/97.
<input type="checkbox"/>	Pennsylvania CSO Policy, 385-2000-011, 9/08.
<input type="checkbox"/>	Water Quality Antidegradation Implementation Guidance, 391-0300-002, 11/03.
<input type="checkbox"/>	Implementation Guidance Evaluation & Process Thermal Discharge (316(a)) Federal Water Pollution Act, 391-2000-002, 4/97.
<input type="checkbox"/>	Determining Water Quality-Based Effluent Limits, 391-2000-003, 12/97.
<input type="checkbox"/>	Implementation Guidance Design Conditions, 391-2000-006, 9/97.
<input type="checkbox"/>	Technical Reference Guide (TRG) WQM 7.0 for Windows, Wasteload Allocation Program for Dissolved Oxygen and Ammonia Nitrogen, Version 1.0, 391-2000-007, 6/2004.
<input type="checkbox"/>	Interim Method for the Sampling and Analysis of Osmotic Pressure on Streams, Brines, and Industrial Discharges, 391-2000-008, 10/1997.
<input type="checkbox"/>	Implementation Guidance for Section 95.6 Management of Point Source Phosphorus Discharges to Lakes, Ponds, and Impoundments, 391-2000-010, 3/99.
<input type="checkbox"/>	Technical Reference Guide (TRG) PENTOXSD for Windows, PA Single Discharge Wasteload Allocation Program for Toxics, Version 2.0, 391-2000-011, 5/2004.
<input type="checkbox"/>	Implementation Guidance for Section 93.7 Ammonia Criteria, 391-2000-013, 11/97.
<input type="checkbox"/>	Policy and Procedure for Evaluating Wastewater Discharges to Intermittent and Ephemeral Streams, Drainage Channels and Swales, and Storm Sewers, 391-2000-014, 4/2008.
<input type="checkbox"/>	Implementation Guidance Total Residual Chlorine (TRC) Regulation, 391-2000-015, 11/1994.
<input type="checkbox"/>	Implementation Guidance for Temperature Criteria, 391-2000-017, 4/09.
<input type="checkbox"/>	Implementation Guidance for Section 95.9 Phosphorus Discharges to Free Flowing Streams, 391-2000-018, 10/97.
<input type="checkbox"/>	Implementation Guidance for Application of Section 93.5(e) for Potable Water Supply Protection Total Dissolved Solids, Nitrite-Nitrate, Non-Priority Pollutant Phenolics and Fluorides, 391-2000-019, 10/97.
<input type="checkbox"/>	Field Data Collection and Evaluation Protocol for Determining Stream and Point Source Discharge Design Hardness, 391-2000-021, 3/99.
<input type="checkbox"/>	Implementation Guidance for the Determination and Use of Background/Ambient Water Quality in the Determination of Wasteload Allocations and NPDES Effluent Limitations for Toxic Substances, 391-2000-022, 3/1999.
<input type="checkbox"/>	Design Stream Flows, 391-2000-023, 9/98.
<input type="checkbox"/>	Field Data Collection and Evaluation Protocol for Deriving Daily and Hourly Discharge Coefficients of Variation (CV) and Other Discharge Characteristics, 391-2000-024, 10/98.
<input type="checkbox"/>	Evaluations of Phosphorus Discharges to Lakes, Ponds and Impoundments, 391-3200-013, 6/97.
<input type="checkbox"/>	Pennsylvania's Chesapeake Bay Tributary Strategy Implementation Plan for NPDES Permitting, 4/07.
<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Other:

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3022506

ISSUE DATE: 6/1/2019



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

No. 3022506

A. PERMITTEE: (Name and Address)

East Dunkard Water Authority
2790 South Eighty Eight Road
Dilliner, PA 15327

B. PROJECT/PLANT LOCATION

PWSID No 5300012Municipality Dunkard TownshipCounty GreeneC. THIS PERMIT APPROVES FOR:
AS INDICATED BELOW:1. CONSTRUCTION2. OPERATION OF FACILITIESApproved Under Construction Permit No. 3022506

Source	Facilities/Treatment	BVRB
<input type="checkbox"/> Groundwater	<input type="checkbox"/> Impoundment	<input type="checkbox"/> Bottled Water System
<input type="checkbox"/> Purchased Groundwater	<input type="checkbox"/> Clarification	<input type="checkbox"/> Bulk Water Hauling System
<input type="checkbox"/> Surface Water	<input type="checkbox"/> Filtration	<input type="checkbox"/> Vended Water System
<input type="checkbox"/> Purchased Surface Water	<input type="checkbox"/> Iron and Manganese Treatment	<input type="checkbox"/> Retail Water Facility
	<input type="checkbox"/> Ion Exchange	
	<input type="checkbox"/> Fluoridation	
	<input type="checkbox"/> Distribution Facility	
	<input type="checkbox"/> General Corrosion Control	
	<input type="checkbox"/> Corrosion Control for Lead/Copper	
	<input type="checkbox"/> Disinfection	
	<input type="checkbox"/> Pump Station(s)	
	<input type="checkbox"/> Organics Removal	
	<input type="checkbox"/> Treatment	
	<input checked="" type="checkbox"/> Other <u>chemical pump</u>	

KNOWN AS Operation of a permanent chemical feed pump for phosphate at the water treatment plant.

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - B

PERMIT ISSUED

Date 1/19/2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Renee Diehl

Program Manager

Safe Drinking Water Program-Southwest Regional Office

**SAFE DRINKING WATER PROGRAM
PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS**

Permit No. 3022506

EAST DUNKARD WATER AUTHORITY

Operation of a permanent chemical feed pump for phosphate at the water treatment plant.

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection Rules and Regulations now in force and the following Special Conditions:

- A. The following lists the pump that East Dunkard Water Authority is approved to use at their water treatment plant:

Pump	Dosing Range (gal/h)	Maximum Pressure (psi/bar)
Peristaltic	0.08 -0.10	80/5.5

- B. The following lists the chemical that East Dunkard Water Authority is permitted to use at their water treatment plant (all chemicals must be NSF approved):

Chemical	Purpose	Feed Point	Feed Rate (mg/L)
Liquid Phosphate Blend	Corrosion Control and Sequestering	Finished water storage/clearwell	0.95 – 2.0

WATER SUPPLY OPERATIONS AMENDED PERMIT

PERMIT NO. 3079501-A3

ISSUE DATE: 7/13/2018



03.13.2018

CERTIFIED MAIL NO. 7016 3560 0001 1342 9345

Jim Holbert, Plant Manager
East Dunkard Water Authority
PO Box 241
2790 South Eighty-Eight Road
Dilliner, PA 15327

Re: Public Water Supply
Operation Permit No. 3079501-A3
East Dunkard Water Authority
Public Water Supply ID 5300012
Dunkard Township
Greene County

Dear Mr. Holbert:

We are pleased to enclose Water Supply Permit No. 3079501-A3 for the removal of the existing fluoride chemical feed system and discontinue the use of fluoride at the East Dunkard Water Treatment Plant. This permit is issued in response to your application received on March 14, 2018.

Upon cessation of fluoridation, PWS Operation Permit No.3079501-A1, which was issued by the Department on March 29, 1994, is rescinded and must be returned to the Department.

Please note the Special Conditions attached to this permit.

Your facilities will be periodically inspected by representatives from our California District Office located at 25 Technology Park Coal Center, PA 15423. Their telephone number is 724-769-1047.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board) pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions concerning this matter, please contact Bill Dever at 412.442.4076.

Sincerely,



Program Manager
Safe Drinking Water Program

Enclosures

cc: Harshman CE Group, LLC.
California District Office
Region



BUREAU OF SAFE DRINKING WATER
PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS

No. 3079501-A3

EAST DUNKARD WATER AUTHORITY

**Removal of the existing fluoride chemical feed system and discontinue the use of fluoride at
the East Dunkard Water Treatment Plant**

Dunkard Township
Greene County

- A. The permittee shall issue a Department-approved public notice following the distribution requirements for a Tier 2 public notification as found in Title 25 PA Code, Chapter 109.409(c)(1), to all customers and medical professionals in the affected service area at least thirty (30) days prior to the discontinuation of fluoridation. The permittee shall submit proof of each notification to the Department within ten (10) days of issuance to the Department of Environmental Protection, Safe Drinking Water Program, 400 Waterfront Drive, Pittsburgh, PA 15222.
- B. Thirty (30) days after completing the delivery of the Tier 2 Public Notice, the permit to use fluoride as an approved water treatment is hereby rescinded. The permittee shall physically disconnect the fluoridation feed equipment from the system upon discontinuation of fluoridation. Upon cessation of fluoridation, PWS Operation Permit No. 3079501-A1, which was issued by the Department on March 29, 1994, is rescinded and must be returned to the Department of Environmental Protection, Safe Drinking Water Program, 400 Waterfront Drive, Pittsburgh, PA 15222.
- C. The permittee must obtain a public water supply permit for the Department prior to any future use of fluoride.

**WATER SUPPLY CONSTRUCTION/
OPERATIONS EMERGENCY PERMIT**

PERMIT ISSUED: 1/3/2023



Southwest Regional Office

SAFE DRINKING WATER PROGRAM
EMERGENCY PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS

No. Emergency

EAST DUNKARD WATER AUTHORITY

Temporary use of new source.

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection (Department) Rules and Regulations now in force and the following Special Conditions:

- A. This permit will become null and void if the Department does not receive the Permittee's written acceptance of the Special Conditions within ten (10) days of its issuance. Forward the acceptance to:

Safe Drinking Water Program
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222

- B. This temporary emergency permit is **valid through April 3, 2023**.
- C. By January 31, 2022, the Permittee shall submit the Emergency Permit fee of \$100.
- D. The Department specifically retains the right to modify, add to, or delete any or all the Special Conditions attached to this permit. The Department also retains the right to rescind the permit if, in its sole determination, operation of the facilities presents a threat to public health, or the Permittee is not in compliance with the Special Conditions.
- E. Nothing in the temporary Emergency Permit shall be construed to imply the Department's consent to use the facilities on a permanent basis or their compliance with all the Department's design standards.
- F. The issuance of this Emergency Permit will in no way affect the issuance of a regular permit.

- G. This Emergency Permit approves the temporary use of the interconnection with Southwestern Pennsylvania Water Authority for 90 days from the date of issuance.

- H. Within 24-28 hours of activating the Sugar Grove Interconnect, the Permittee shall collect and analyze finished water samples for total iron and total manganese concentrations at two locations within the distribution system that is served by this interconnect. The samples shall be analyzed by a Department accredited laboratory. The results should be sent to the Department via email to ra-epswdw@pa.gov. Samples should be repeated weekly as long as the interconnect is utilized.

- I. The Permittee shall notify the Department within one (1) hour following discovery or receipt of any sample result of the finished water which exceeds 0.3 mg/L of manganese.

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3023503-T1

ISSUE DATE: 1/2/2024



PUBLIC WATER SUPPLY PERMIT

No. 3023503-T1

<p>A. PERMITTEE: (Name and Address)</p> <p>East Dunkard Water Authority 2790 S Eighty Eight Road PO Box 241 Dilliner, PA 15327</p>	<p>B. PROJECT/PLANT LOCATION</p> <p>PWSID No <u>5300012</u></p> <p>Municipality <u>Dunkard Township</u></p> <p>County <u>Greene</u></p>
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C. THIS PERMIT APPROVES FOR: 1. CONSTRUCTION 2. OPERATION OF FACILITIES
AS INDICATED BELOW: Approved Under Construction Permit No. _____

<u>Source</u>	<u>Facilities/Treatment</u>	<u>BVRB</u>
<input type="checkbox"/> Groundwater	<input type="checkbox"/> Impoundment	<input type="checkbox"/> Bottled Water System
<input type="checkbox"/> Purchased Groundwater	<input type="checkbox"/> Clarification	<input type="checkbox"/> Bulk Water Hauling System
<input type="checkbox"/> Surface Water	<input checked="" type="checkbox"/> Filtration	<input type="checkbox"/> Vended Water System
<input type="checkbox"/> Purchased Surface Water	<input type="checkbox"/> Iron and Manganese Treatment	<input type="checkbox"/> Retail Water Facility
	<input type="checkbox"/> Ion Exchange	
	<input type="checkbox"/> Fluoridation	
	<input checked="" type="checkbox"/> Distribution Facility	
	<input type="checkbox"/> General Corrosion Control	
	<input type="checkbox"/> Corrosion Control for Lead/Copper	
	<input checked="" type="checkbox"/> Disinfection	
	<input checked="" type="checkbox"/> Pump Station(s)	
	<input checked="" type="checkbox"/> Organics Removal	
	<input checked="" type="checkbox"/> Treatment	
	<input type="checkbox"/> Other _____	

KNOWN AS Transfer of water supply permits formerly held by East Dunkard Water Association.

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - G

PERMIT ISSUED

Date 1/2/2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Renee Diehl

Program Manager

Safe Drinking Water Program-Southwest Regional Office

SAFE DRINKING WATER PROGRAM
PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS

No. 3023503-T1

EAST DUNKARD WATER AUTHORITY

Transfer of water supply permits formerly held by East Dunkard Water Association.

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection Rules and Regulations now in force and the following Special Conditions:

- A. The Permittee is granted the right to acquire and use for public water supply purposes, subject to existing rights and uses as may now be lawful, water rights in the following designated water of the Commonwealth: 768,000 gallons per day from the Monongahela River at the existing intake upstream from Mile Post 88, in the Community of Dilliner, Greene County.
- B. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement or interest in, to or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property nor invasion of private rights, nor any infringement of Federal, State, or Local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;
- C. Should the Permittee for any reason whatsoever fail to take and use the water or water rights for which the Water Allocation permit was issued within a period of four years, then the terms of that permit shall cease and be null and void; unless upon application of the Permittee an extension of such period is granted by the Department.
- D. The Permittee shall install accurate measuring and recording instruments or devices to determine the amount of water taken at each source. The design and layout of said measuring devices shall be submitted to and be approved by the Department before installation. Records of daily flow readings shall be submitted to the Department at the end of each month and the original records shall be available at all times for inspection by representatives of the Department. The required measuring devices shall be installed, and readings shall begin immediately upon the use of the water for intended purposes.
- E. The Permittee will adopt and implement a continuous public education program to encourage water conservation in all types of use within the area served by the water allocation permit. Such program shall include distribution of information regarding water conservation techniques

and the benefits of water conservation. The Permittee will report to the Department on the actions taken pursuant to this program and the impact of those actions, on or before December 31st of each year.

F. Special condition A through E are set to expire March 27, 2029 which was the original expiration date of the Water Allocation that was issued to East Dunkard Water Association.

G. The following permits will be cancelled and transferred to East Dunkard Water Authority:

Permit #	Issuance date	Permitted facilities
WA 30-651A	March 27, 1979	Water allocation for 768,000 gallons per day from the Monongahela River at the intake upstream from mile post 88 in the community of Dilliner, Greene County. (50-year term – expires in 2029)
3079501	July 22, 1980	East Dunkard Water Treatment Plant expansion to capacity of 800 gpm.
3079501-A2	May 26, 1994	Bald Hill tank and pump station
3000501	November 8, 2004	Eliminate 2 existing 50,000-gallon water storage tanks and replace them with a 113,000 gallon above ground bolted steel tank with an altitude valve.
3000501-A1	February 1, 2005	DelPac (polyaluminum chloride) coagulant feed system

**WATER SUPPLY CONSTRUCTION/OPERATIONS
EMERGENCY PERMIT**

PERMIT NO. 3024501-E

ISSUE DATE: 3/11/2024



PUBLIC WATER SUPPLY PERMIT

No. 3024501-E

A. PERMITTEE: (Name and Address) East Dunkard Water Authority 2790 South Eighty-Eight Road P.O. Box 241 Dilliner, PA 15327	B. PROJECT/PLANT LOCATION PWSID No <u>5300012</u> Municipality <u>Dunkard Township</u> County <u>Greene</u>
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C. THIS PERMIT APPROVES FOR: 1. **CONSTRUCTION** 2. **OPERATION OF FACILITIES**
 AS INDICATED BELOW: Approved Under Construction Permit No. _____

Source		Facilities/Treatment	BVRB
<input type="checkbox"/> Groundwater	<input type="checkbox"/> Impoundment	<input type="checkbox"/> General Corrosion Control	<input type="checkbox"/> Bottled Water System
<input type="checkbox"/> Purchased Groundwater	<input type="checkbox"/> Clarification	<input type="checkbox"/> Corrosion Control for Lead/Copper	<input type="checkbox"/> Bulk Water Hauling System
<input type="checkbox"/> Surface Water	<input type="checkbox"/> Filtration	<input checked="" type="checkbox"/> Disinfection	<input type="checkbox"/> Vended Water System
<input type="checkbox"/> Purchased Surface Water	<input type="checkbox"/> Iron and Manganese Treatment	<input type="checkbox"/> Pump Station(s)	<input type="checkbox"/> Retail Water Facility
	<input type="checkbox"/> Ion Exchange	<input type="checkbox"/> Organics Removal	
	<input type="checkbox"/> Fluoridation	<input type="checkbox"/> Treatment	
	<input type="checkbox"/> Distribution Facility	<input type="checkbox"/> Other _____	

KNOWN AS Modifications to the existing gas chlorine feed system.

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - G

PERMIT ISSUED

Date 3/11/2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Renee Diehl

Renee Diehl, Program Manager

Safe Drinking Water Program-Southwest Regional Office

Southwest Regional Office

SAFE DRINKING WATER PROGRAM
EMERGENCY PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS

No. 3024501-E

EAST DUNKARD WATER AUTHORITY

Modifications to the existing gas chlorine feed system.

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection (Department) Rules and Regulations now in force and the following Special Conditions:

- A. This permit will become null and void if the Department does not receive the Permittee's written acceptance of the Special Conditions within ten (10) days of its issuance.
Forward the acceptance to:

Safe Drinking Water Program
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222

- B. This temporary emergency permit is valid through September 9, 2024.
- C. The Department specifically retains the right to modify, add to, or delete any or all the Special Conditions attached to this permit. The Department also retains the right to rescind the permit if, in its sole determination, operation of the facilities presents a threat to public health, or the Permittee is not in compliance with the Special Conditions.
- D. Nothing in the temporary Emergency Permit shall be construed to imply the Department's consent to use the facilities on a permanent basis or their compliance with all the Department's design standards.
- E. The issuance of this Emergency Permit will in no way affect the issuance of a regular permit.
- F. This Emergency Permit approves use of the Wallace and Tiernan system. The Permittee may not use any other technology without the prior consent of the Department.
- G. Within 90 days, the Permittee shall submit a complete public water supply application for the modifications to the existing gas chlorine feed system.

**WATER SUPPLY CONSTRUCTION/OPERATIONS
EMERGENCY PERMIT**

PERMIT NO. 3024502-E

ISSUE DATE: 3/14/2024



PUBLIC WATER SUPPLY PERMIT

No. 3024502-E

A. PERMITTEE: (Name and Address)

East Dunkard Water Authority
 2790 South Eighty-Eight Road
 P.O. Box 241
 Dilliner, PA 15327

B. PROJECT/PLANT LOCATION

PWSID No 5300012
 Municipality Dunkard Township
 County Greene

C. THIS PERMIT APPROVES FOR: AS INDICATED BELOW:

1. **CONSTRUCTION**

2. **OPERATION OF FACILITIES**

Approved Under Construction Permit No. _____

Source

Facilities/Treatment

BVRB

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Groundwater | <input type="checkbox"/> Impoundment | <input type="checkbox"/> General Corrosion Control | <input type="checkbox"/> Bottled Water System |
| <input type="checkbox"/> Purchased Groundwater | <input type="checkbox"/> Clarification | <input type="checkbox"/> Corrosion Control for Lead/Copper | <input type="checkbox"/> Bulk Water Hauling System |
| <input type="checkbox"/> Surface Water | <input type="checkbox"/> Filtration | <input type="checkbox"/> Disinfection | <input type="checkbox"/> Vended Water System |
| <input type="checkbox"/> Purchased Surface Water | <input type="checkbox"/> Iron and Manganese Treatment | <input checked="" type="checkbox"/> Pump Station(s) | <input type="checkbox"/> Retail Water Facility |
| | <input type="checkbox"/> Ion Exchange | <input type="checkbox"/> Organics Removal | |
| | <input type="checkbox"/> Fluoridation | <input type="checkbox"/> Treatment | |
| | <input type="checkbox"/> Distribution Facility | <input type="checkbox"/> Other _____ | |

KNOWN AS Replacement of two pumps at the Bald Hill pump station.

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS A - G

PERMIT ISSUED

Date 03/14/2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Renee Diehl

Renee Diehl, Program Manager

Safe Drinking Water Program-Southwest Regional Office

Southwest Regional Office

SAFE DRINKING WATER PROGRAM
EMERGENCY PUBLIC WATER SUPPLY PERMIT
SPECIAL CONDITIONS

No. 3024502-E

EAST DUNKARD WATER AUTHORITY

Replacement of two pumps at the Bald Hill pump station.

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection (Department) Rules and Regulations now in force and the following Special Conditions:

- A. This permit will become null and void if the Department does not receive the Permittee's written acceptance of the Special Conditions within ten (10) days of its issuance.
Forward the acceptance to:

Safe Drinking Water Program
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222

- B. This temporary emergency permit is valid through September 14, 2024.
- C. The Department specifically retains the right to modify, add to, or delete any or all the Special Conditions attached to this permit. The Department also retains the right to rescind the permit if, in its sole determination, operation of the facilities presents a threat to public health, or the Permittee is not in compliance with the Special Conditions.
- D. Nothing in the temporary Emergency Permit shall be construed to imply the Department's consent to use the facilities on a permanent basis or their compliance with all the Department's design standards.
- E. The issuance of this Emergency Permit will in no way affect the issuance of a regular permit.
- F. This Emergency Permit approves use of the WDM Model GE-1.25B-100 pumps manufactured by WDM Pumps USA. The Permittee may not use any other technology without the prior consent of the Department.
- G. Within 90 days, the Permittee shall submit a complete public water supply application for the modifications to the existing pump station.

WATER SUPPLY OPERATIONS PERMIT

PERMIT NO. 3023509MA

ISSUE DATE: JUNE 10, 2024

Southwest Regional Office

BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

SPECIAL CONDITIONS

Permit No. 3023509MA

EAST DUNKARD WATER AUTHORITY

Rehabilitated Filter Nos. 1-4

Dunkard Township
Greene County

This permit is issued subject to all Department of Environmental Protection Rules and Regulations now in force and the following Special Conditions:

- A.** The following filter media configuration for Filter Nos. 1-4 is approved for use at the East Dunkard Water Authority Water Treatment Plant:

Layer Location¹	Material	Depth (in)	Effective Size (mm)	Uniformity Coefficient
Top (1 st)	Anthracite	12	0.8 – 1.0	< 1.6
2 nd	Silica Sand	18	0.45 – 0.55	< 1.65
3 rd	Garnet Sand	3	0.35 – 0.45	< 1.65
4 th	Torpedo Garnet	3	0.8 – 1.2	< 1.65
5 th	Graded Gravel	4	¼" x 1/8"	
6 th	Graded Gravel	4	½" x ¼"	
Bottom (7 th)	Graded Gravel	4	¾" x ½"	

1. The above layer location is ordered from the top uppermost layer to the bottom support layer.

**WATER SUPPLY CONSTRUCTION/OPERATIONS
PERMIT**

PERMIT NO. 3024505MA

ISSUE DATE: 6/18/2024



PUBLIC WATER SUPPLY PERMIT

No. 3024505MA

A. PERMITTEE: (Name and Address) East Dunkard Water Authority 2790 South Eighty-Eight Road P.O. Box 241 Dilliner, PA 15327	B. PROJECT/PLANT LOCATION PWSID No <u>5300012</u> Municipality <u>Dunkard Township</u> County <u>Greene</u>
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C. THIS PERMIT APPROVES FOR: AS INDICATED BELOW:

1. CONSTRUCTION 2. OPERATION OF FACILITIES
 Approved Under Construction Permit No. _____

Source	Facilities/Treatment	BVRB
<input type="checkbox"/> Groundwater	<input type="checkbox"/> Impoundment	<input type="checkbox"/> Bottled Water System
<input type="checkbox"/> Purchased Groundwater	<input type="checkbox"/> Clarification	<input type="checkbox"/> Bulk Water Hauling System
<input type="checkbox"/> Surface Water	<input type="checkbox"/> Filtration	<input type="checkbox"/> Vended Water System
<input type="checkbox"/> Purchased Surface Water	<input type="checkbox"/> Iron and Manganese Treatment	<input type="checkbox"/> Retail Water Facility
	<input type="checkbox"/> Ion Exchange	
	<input type="checkbox"/> Fluoridation	
	<input type="checkbox"/> Distribution Facility	
	<input type="checkbox"/> General Corrosion Control	
	<input type="checkbox"/> Corrosion Control for Lead/Copper	
	<input type="checkbox"/> Disinfection	
	<input type="checkbox"/> Pump Station(s)	
	<input type="checkbox"/> Organics Removal	
	<input type="checkbox"/> Treatment	
	<input checked="" type="checkbox"/> Other <u>CFE Installation, Monitoring Equipment, EP Modifications, etc.</u>	

KNOWN AS Water Treatment Improvements Phase II including piping modifications, the installation of a CFE, turbidimeters, flow meters and pH monitoring equipment at the Water Treatment Plant; and Entry Point/Griffin Tank site modifications including the installation of valves, monitoring equipment, etc.

LIMIT OF AUTHORIZATION

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THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____.

PERMIT ISSUED

Date 6/18/2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Renee Diehl

Renee Diehl, Program Manager

Safe Drinking Water Program – Southwest Regional Office