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July 2, 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-2024-3049759

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:

Attached please find the Amended Application of Pennsylvania-American Water Company ("PAWC") for approval to acquire substantially all of the assets, properties and rights related to the water system owned by East Dunkard Water Authority ("EDWA") at the above-referenced docket ("Amended Application"). The Application was originally filed on June 21, 2024.

This Amended Application is being filed to amend the following appendices:

- 1. Appendix "A" – Asset Purchase Agreement, as amended ("APA")**
- 2. Appendix "R" – Letters to Planning Commissions regarding PAWC Acquisition of EDWA**

The Application is being amended to include the Third Amendment to the Asset Purchase Agreement dated June 13, 2024 as part of the request for the issuance of a Certificate of

Filing for approval pursuant to Section 507 of the Public Utility Code, 66 Pa. C.S. § 507 (**Amended Appendix “A”**). The Application is being further amended to include the executed response from Greene Township verifying consistency of PAWC’s acquisition of EDWA with its comprehensive plan (**Amended Appendix “R”**).

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-2024-3049759
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 Amended 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 July 2, 2024

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

Rebecca Lyttle, Assistant 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
400 Market Street
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
Mechanicsburg, PA 17055
Phone: (717) 550-1574
Email: elizabeth.triscari@amwater.com

**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-2024-3049759

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.*

AMENDED APPLICATION OF PENNSYLVANIA-AMERICAN WATER COMPANY¹

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

¹ On June 21, 2024, Pennsylvania-American Water Company filed the original Application initiating the above-captioned proceeding. The Application is being amended to include the Third Amendment to the Asset Purchase Agreement dated June 13, 2024 as part of the request for the issuance of a Certificate of Filing for approval pursuant to Section 507 of the Public Utility Code, 66 Pa. C.S. § 507 (**Amended Appendix “A”**). The Application is being further amended to include the executed response from Greene Township verifying consistency of PAWC’s acquisition of EDWA with its comprehensive plan (**Amended Appendix “R”**).

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 Certificates of Filing for approvals for 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, Second Amendment dated as of January 25, 2024, and Third Amendment dated June 13, 2024 (attached hereto as **Amended 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.² 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

² 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, 2022, 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.

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

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, January 24, 2024, and June 13, 2024. A copy of the Asset Purchase Agreement and amendments (collectively, the “APA”) are attached as **(Amended 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,³ 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 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 **Amended 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

³ 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.

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.⁴

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 2021.⁵ 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”**.

⁴ 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 supply water service to the public in an additional portion of Hamilton Township, Adams County, Pennsylvania, Docket No. A-2023-3040190 (May 23, 2024).

⁵ 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.

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 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, 2024.⁶ 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.

⁶ 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”).

- 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.
- 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. EDWA 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 **Amended Appendix “R”**⁷. 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

⁷ As previously mentioned, PAWC has received a response from Greene Township since filing the original Application and is therefore updating this appendix.

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, Second Amendment dated as of January 25, 2024, and Third Amendment dated as of June 13, 2024, attached hereto as **Amended 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,



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

Attorney for Pennsylvania-American Water Company

Dated: July 2, 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: 7/2/2024

AMENDED APPENDIX A

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

Amended Appendix A

EXECUTION VERSION

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

JULY 23, 2023

Amended Appendix A

EXECUTION VERSION

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE Agreement (“**Agreement**”), dated as of the ___ 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

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(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.

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(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 incurrance 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

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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.

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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

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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

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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

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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

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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;

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(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.

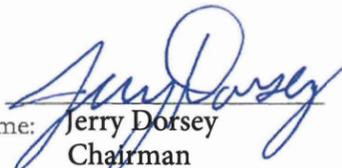
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12.16 Nonliability of Public Officials or Appointees. Except for instances of fraud or willful misconduct, Buyer may not charge any official, officer, employee, advisor or consultant of Seller personally with any liability or expenses of defense or 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

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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)**.

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“**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.

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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.

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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

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- 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
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- 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
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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

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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: _____

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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.

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(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

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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

Amended 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

Amended Appendix A

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

Amended 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

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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.

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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: Jerry Dorsey
Title: Chairman.

ESCROW AGENT:

[_____]

Name:
Title:

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Exhibit A

MISSING EASEMENTS

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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,

Amended 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]*

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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

Amended Appendix A

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

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Exhibit C

AUTHORIZED PERSONS

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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

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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,

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EXHIBIT D

Certification of Financial Information

CERTIFICATE AS TO DEBT, CONTRIBUTIONS AND ADDITIONS AND RETIREMENTS

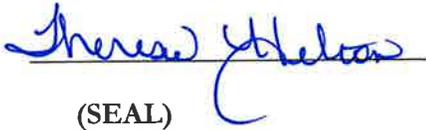
The undersigned office of East Dunkard Water Authority, (the “**Seller**”), with regard to the Asset Purchase Agreement dated _____, 2023 (the “**Agreement**”) by and among the Seller and Pennsylvania-American Water Company (“**PAWC**”), as Buyer, for the sale of the Seller’s water system, hereby certifies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

Amended Appendix A

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”).

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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.

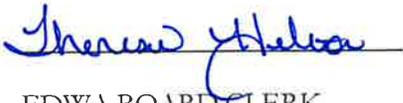
THE TERMS AND PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HERE.

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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



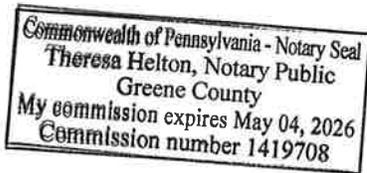
EDWA BOARD CLERK

By: _____



CHAIR

(SEAL)



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(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.

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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

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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.

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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

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Schedule 1.0

Service Area Map

To be completed by Seller

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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

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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

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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

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Schedule 3.2(b)

PAWC Closing Deliveries

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

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Schedule 4.1(b)

Assets Subject to Leasehold Interest

Office Copier: \$242.00 x 60 months

Lease Began: 05/2022 Ends 05/2027

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Schedule 4.1(i)

Undisclosed Liabilities

NONE

Amended Appendix A

Schedule 4.1(j)

Seller Representatives with Knowledge

Theresa Helton

East Dunkard Water Authority – General Manager

Amended Appendix A

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

Amended Appendix A

Schedule 4.1(k)(i)

Refund Arrangements

Refunds are given to customers at time of disconnecting service.

Amended Appendix A

Schedule 4.1(l)(i)

Rights in Real Property and Leases

See Attached

Amended 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

Sale Price \$0

Co-Owner

Certificate

Address PO BOX 241

Book & Page 0589/0132

DILLINER, PA 15327

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

Amended 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	

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

Amended 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	Legend
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

Amended 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:

Amended Appendix A

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	



<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	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lb|ndfront

Amended Appendix A

Land Use

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

Land Line (all parts)

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

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

Amended 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:

Amended Appendix A

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	



<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	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Amended Appendix A

Land Use

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

Land Line

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

Amended 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

Amended 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	

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

Amended 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

Amended 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:

Amended Appendix A

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	



(<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	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lbidnfront

Amended 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

Amended 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:

Amended Appendix A

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	



(<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	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Amended 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

Amended 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

Amended 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	

Amended 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

Amended 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

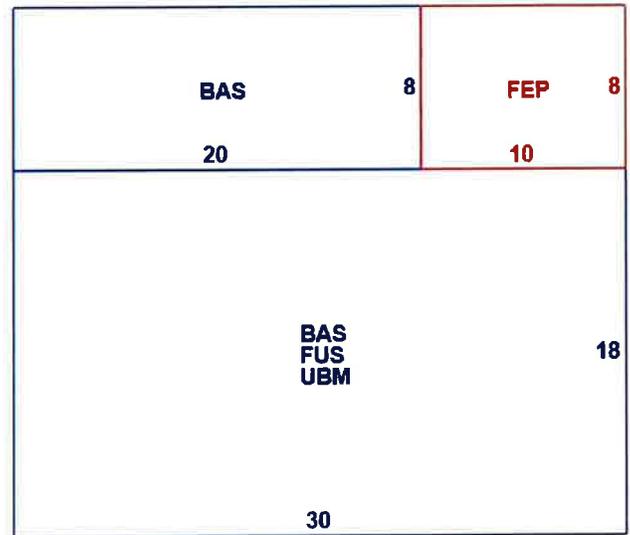
Amended Appendix A

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

Amended 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

Amended 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

Amended 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	

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

Amended 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
 lblndfront

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

Amended 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

Sale Price \$0

Co-Owner

Certificate

Address 2790 S EIGHTY EIGHT ROAD
PO BOX 241
DILLINER, PA 15327

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:

Amended Appendix A

Building ID: 12024



<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	

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	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

lblndfront

Amended 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

Amended 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

Amended Appendix A

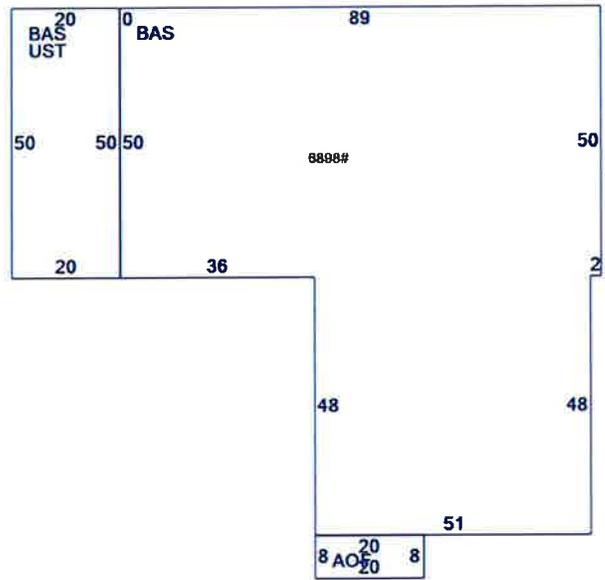
Building Attributes

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

Amended 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
 IblIndfront

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

Amended 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

Amended Appendix A

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	



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

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

Amended 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

Amended 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:

Amended Appendix A

Replacement Cost
Less Depreciation: \$0

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	



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

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

lndfront

Amended Appendix A

Land Use

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

Land Line Information

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

Amended 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

Amended 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

Amended Appendix A

Land Use

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

Land Line (all info)

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

Amended Appendix A

Schedule 4.1(l)(ii)

Easements and Rights of Way

See Attached

Amended Appendix A

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

Amended 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

Amended 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

Amended 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

Amended 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

Amended 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

Amended 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

Amended 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

Amended 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

Amended 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

Amended Appendix A

Schedule 4.1(l)(iii)

Options and Rights of First Refusal

NONE

Amended Appendix A

Schedule 4.1(l)(v)

Taxes and Assessments

NONE

Amended Appendix A

Schedule 4.1(l)(vi)

Necessary Repairs to Real Property

NONE

Amended Appendix A

Schedule 4.1(m)

Litigation

NONE

Amended Appendix A

Schedule 4.1(p)

Violations of Law

NONE

Amended Appendix A

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

Amended Appendix A

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.”

Amended Appendix A

Schedule 4.1(r)(iv)

Environmental Conditions

NONE

Amended Appendix A

Schedule 4.1(r)(vi)

Environmental Conditions

NONE

Amended Appendix A

Schedule 4.1(u)

Extension Deposit Agreements

NONE

Amended Appendix A

Schedule 5.1(c)

Assigned Contracts

NONE

Amended Appendix A

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	Treasurer; Paul Bierer
Vice-Chair; Tracy Pekar	Member; Sam Cossick
Secretary; William Frank Craig, Jr.	

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.

Amended 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.

Amended 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.

Amended Appendix A

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.

Amended Appendix A

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

Amended Appendix A

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 &

Amended 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.

Amended Appendix A

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

Amended Appendix A

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.

Amended 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

Amended Appendix A

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

Amended 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

Amended Appendix A

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.

Amended Appendix A

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. Lachner
Justin L. Lachner
President, PAWC

THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT

DATED JUNE 13, 2024

THIS THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT (“Third Amendment”) is made as of the 13th day of June, 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 and that Second Amendment dated January 25, 2024 (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 Third Amendment; and

WHEREAS, capitalized terms not otherwise defined in this Third 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. Schedule 6.7 is amended to replace the East Dunkard Water Authority Board meeting minutes dated February 3, 2022 with the Board’s meeting minutes dated June 2, 2022, attached hereto.
2. All other provisions, terms, and conditions of the Agreement not specifically amended by this Third Amendment remain in full force and effect. Seller and Buyer reaffirm the Agreement as amended by this Third Amendment.
3. Neither Party to this Third Amendment may assign any right or delegate any performance under this Third Amendment without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.
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 Third Amendment, including torts.
5. This Third Amendment may be executed in any number of counterparts which, taken together, is one and the same agreement. This Third 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 Third 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 Third 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 Third Amendment executed by such Party.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment on the date first written above.

EAST DUNKARD WATER AUTHORITY

PENNSYLVANIA-AMERICAN WATER
COMPANY

By: *Jerry Dorsey*

By: *Justin Ladner*

Printed: Jerry Dorsey

Printed: Justin Ladner

Its: Chairman

Its: President

Schedule 6

Seller's Rates

Please see attached June 2, 2022 Board Minutes

\$17.50 Base Rate

\$17.54 PENNVEST Loan

\$1.31 Per 100 Gallon

East Dunkard Water Authority
Regular Meeting June 2, 2022 at 6 P.M.
Held in-person at the Water Treatment Plant Office

Regular meeting advertised in the Observer-Reporter Newspaper 05/24/22 edition

Board of Directors

Chairman; Jerry Dorsey	Treasurer; Paul Bierer
Vice-Chair; Tracy Pekar	Member; Gary Moser
Secretary; Mark Blaker	

A Regular meeting was held on June 2, 2022, Jerry Dorsey Mark Blaker, Gary Moser, Tracy Pekar, Paul Bierer, Dennis Makel Solicitor. Also in attendance was Theresa Helton

MEETING CALLED TO ORDER

JERRY DORSEY- PRESENT
TRACY PEKAR- PRESENT
PAUL BIERER- PRESENT
GARY MOSER- PRESENT
Mark BLAKER- PRESENT8

PUBLIC PARTICIPATION: 3Minutes. There was no public in attendance

Gary Moser made a motion to approve the minutes from May 5, 2022, Regular Meeting Mark Blaker seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Gary Moser made a motion to approve the minutes from May 11, 2022 Special Meeting Tracy Pekar seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Tracy Pekar made a motion to approve the minutes from May 18, 2022 Special meeting. Gary Moser seconded the motion. All in favor, motion carried.

Jerry Dorsey- Abstain

Tracy Pekar- yes
Mark Blaker- Abstain
Paul Bierer- yes
Gary Moser- yes

Tracy Pekar Made amotion to approve Bond/Resolution # 12 of 2022. Jerry Dorsey seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Discuss Fire Hydrants: responsibilities, maintenance, grass, install visibility markers etc.: It is the Authorities responsibility to do flushing of the fire hydrants. Need to investigate if there is an agreement with the Townships to cover the other areas of the hydrants. A flushing schedule is being written by Distribution Manager.

Discuss Outreach Instructor from DEP Outreach Provider Program: DEP has an outreach provider program that is free of charge. EDWA has been trying to become a part of this program since January. We have now been contacted by and assigned an outreach instructor her name is Mary. The program aids in 3 different categories: 1. Tech Assistance, 2. Water Audit, and 3. Asset Management. We will know more about this program within the next couple of weeks.

Submission to DEP of SOP'S and filter to waste calculations by EADS: The SOP'S were sent to DEP and received the following reply regarding the SOP'S: "While the Department does not approve SOPs, we did review the SOPs provided and have the following comments and recommendations." All recommendations are being looked at and will be added to the SOP'S.

Discuss using Dunkard Township Compliance officer to enforce theft of service: It has become apparent that there is a lot of theft of service on the EDWA water system. Dunkard Township has agreed to have their Compliance Officer to enforce and put a stop to the theft of water. He will be given a list of customers that have sewage accounts but no water accounts as the first step in combating this problem in areas of Dunkard Township that have sewage. He will also be provided the information on customers in the other parts of Dunkard township that doesn't have sewage that are not paying for water service but are using the water. Cumberland Township Police will also be assisting with the same issue in that Township. EDWA General Manger will also be contacting the other Townships to work out a plan as well.

East Dunkard Water Authority
Regular Meeting June 2, 2022 at 6 P.M.
Held in-person at the Water Treatment Plant Office

Regular meeting advertised in the Observer-Reporter Newspaper 05/24/22 edition

Board of Directors

Chairman; Jerry Dorsey	Treasurer; Paul Bierer
Vice-Chair; Tracy Pekar	Member; Gary Moser
Secretary; Mark Blaker	

A Regular meeting was held on June 2, 2022, Jerry Dorsey Mark Blaker, Gary Moser, Tracy Pekar, Paul Bierer, Dennis Makel Solicitor. Also in attendance was Theresa Helton

MEETING CALLED TO ORDER

JERRY DORSEY- PRESENT
TRACY PEKAR- PRESENT
PAUL BIERER- PRESENT
GARY MOSER- PRESENT
Mark BLAKER- PRESENT8

PUBLIC PARTICIPATION: 3Minutes. There was no public in attendance

Gary Moser made a motion to approve the minutes from May 5, 2022, Regular Meeting Mark Blaker seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Gary Moser made a motion to approve the minutes from May 11, 2022 Special Meeting Tracy Pekar seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Tracy Pekar made a motion to approve the minutes from May 18, 2022 Special meeting. Gary Moser seconded the motion. All in favor, motion carried.

Jerry Dorsey- Abstain

Tracy Pekar- yes
Mark Blaker- Abstain
Paul Bierer- yes
Gary Moser- yes

Tracy Pekar Made amotion to approve Bond/Resolution # 12 of 2022. Jerry Dorsey seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes
Tracy Pekar- yes
Mark Blaker- Yes
Paul Bierer- yes
Gary Moser- yes

Discuss Fire Hydrants: responsibilities, maintenance, grass, install visibility markers etc.: It is the Authorities responsibility to do flushing of the fire hydrants. Need to investigate if there is an agreement with the Townships to cover the other areas of the hydrants. A flushing schedule is being written by Distribution Manager.

Discuss Outreach Instructor from DEP Outreach Provider Program: DEP has an outreach provider program that is free of charge. EDWA has been trying to become a part of this program since January. We have now been contacted by and assigned an outreach instructor her name is Mary. The program aids in 3 different categories: 1. Tech Assistance, 2. Water Audit, and 3. Asset Management. We will know more about this program within the next couple of weeks.

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Discuss using Dunkard Township Compliance officer to enforce theft of service: It has become apparent that there is a lot of theft of service on the EDWA water system. Dunkard Township has agreed to have their Compliance Officer to enforce and put a stop to the theft of water. He will be given a list of customers that have sewage accounts but no water accounts as the first step in combating this problem in areas of Dunkard Township that have sewage. He will also be provided the information on customers in the other parts of Dunkard township that doesn't have sewage that are not paying for water service but are using the water. Cumberland Township Police will also be assisting with the same issue in that Township. EDWA General Manger will also be contacting the other Townships to work out a plan as well.

Discuss CDBG Funding: When the CDBG grant was written by the county it was written for the Authority, but the Association was also listed. This may be a problem when it comes time to finalize the grant because there isn't anyone on the Association Board that can sign for the Association. Board is seeking legal advice on how to proceed so that the community doesn't lose out on the grant.

Discuss Greene County Industrial Development Authority revolving loan at 1%: Greene County Industrial Development Authority offers a revolving loan program at 1%. This would be a great option for EDWA as traditional banks have a higher rate. Tracy Pekar made a motion to proceed with applying and gather more information about this program. Mark Blaker seconded the motion. All in favor motion carried.

- Jerry Dorsey- Yes
- Tracy Pekar- yes
- Mark Blaker- Yes
- Paul Bierer- yes
- Gary Moser- yes

Discuss SERVline program or other provider for homeowner leak and line issues: This is like a home warranty program that the customers could obtain to cover leak and line issues. The customers would need to opt out if they are not interested and there is a monthly charge. There are limit on protections. EDWA would be paid \$.50 per customer that signs up. The customer can choose external water service line plan and/or interior plumbing plans. SERVLINe will handle all mailings to customers at their cost. Decision was made to proceed with this service as it will benefit our customer and help with the financial burden that is caused by water leaks.

Multiple dwellings on one Meter: We have issues with properties with multiple dwellings on one meter (mobile home communities/manufactured home communities, homes with campers with them occupied year-round). With this occurring we are losing a lot of revenue as we are not receiving the base rate, monthly surcharges, tap fees etc. EDWA General Manger will compile a list of known properties. Tracy Pekar made a motion to send letters to all mobile home communities/manufactured home communities' owners and homeowners that have more than one dwelling on a single meter. Paul Bierer seconded the motion. All in favor motion carried.

- Jerry Dorsey- Yes
- Tracy Pekar- yes
- Mark Blaker- Yes
- Paul Bierer- yes
- Gary Moser- yes

Discuss base rate charges for various meter sizes: EDWA charges one monthly base rate no matter the size of the meters at \$17.50 per month (sizes 3/4" -10"). This is another loss of revenue for EDWA. After

months of obtaining information from other water providers in the area. Tracy Pekar made a motion to change the monthly meter base rate fees from \$17.50 to the following.

¾" \$17.50 BASE RATE MONTHLY

1" \$37.50 BASE RATE MONTHLY

1 ½" \$75.00 BASE RATE MONTHLY

2" \$120.00 BASE RATE MONTHLY

3" \$ 240.00 BASE RATE MONTHLY

4" \$375.00 BASE RATE MONTHLY

6" \$750.00 BASE RATE MONTHLY

8" \$ 1,200.00 BASE RATE MONTHLY

10" \$1,725.00 BASE RATE MONTHLY.

Mark Blaker seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes

Tracy Pekar- yes

Mark Blaker- Yes

Paul Bierer- yes

Gary Moser- yes

Discuss Community Bank Line of credit: EDWA is waiting for the finalized paperwork to close on the line of credit.

Discuss School Bus Road (LS) issue and need for line replacement. LS needs line replaced as soon as possible. When this line was installed the incorrect type of pipe was used and they have issues with brown water. EDWA Distribution Manager is getting measurements and will order from LB Water company.

Discuss Clarifier motor quote: Tabled for a later meeting.

Discuss National Road quote for billing integration: The original quote was for \$4,000.00 was negotiated to \$3,750.00. This is a ridiculous amount, but it has to be paid in order to get the information that is needed in the new billing software. Gary Moser made a motion to approve the \$3,750.00 quote from National Road Jerry Dorsey seconded the motion. All in favor motion carried.

Jerry Dorsey- Yes

Tracy Pekar- yes

Mark Blaker- Yes

Paul Bierer- yes

Gary Moser- yes

Jerry Dorsey made the motion to adjourn the meeting. Mark Blaker seconded the motion. Meeting adjourned.

AMENDED 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 msalvo@pawater.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.

Whiteley Township Signature Steven R. Coss
Printed Name/Title STEVEN R. COSS, ZONING/CODES ENFORCEMENT OFFICER (BCO) 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

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.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? NO
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? 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.

Greene Township Signature Kenneth P. Kiger
Printed Name/Title Kenneth P. Kiger

Date 6-18-2024



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.

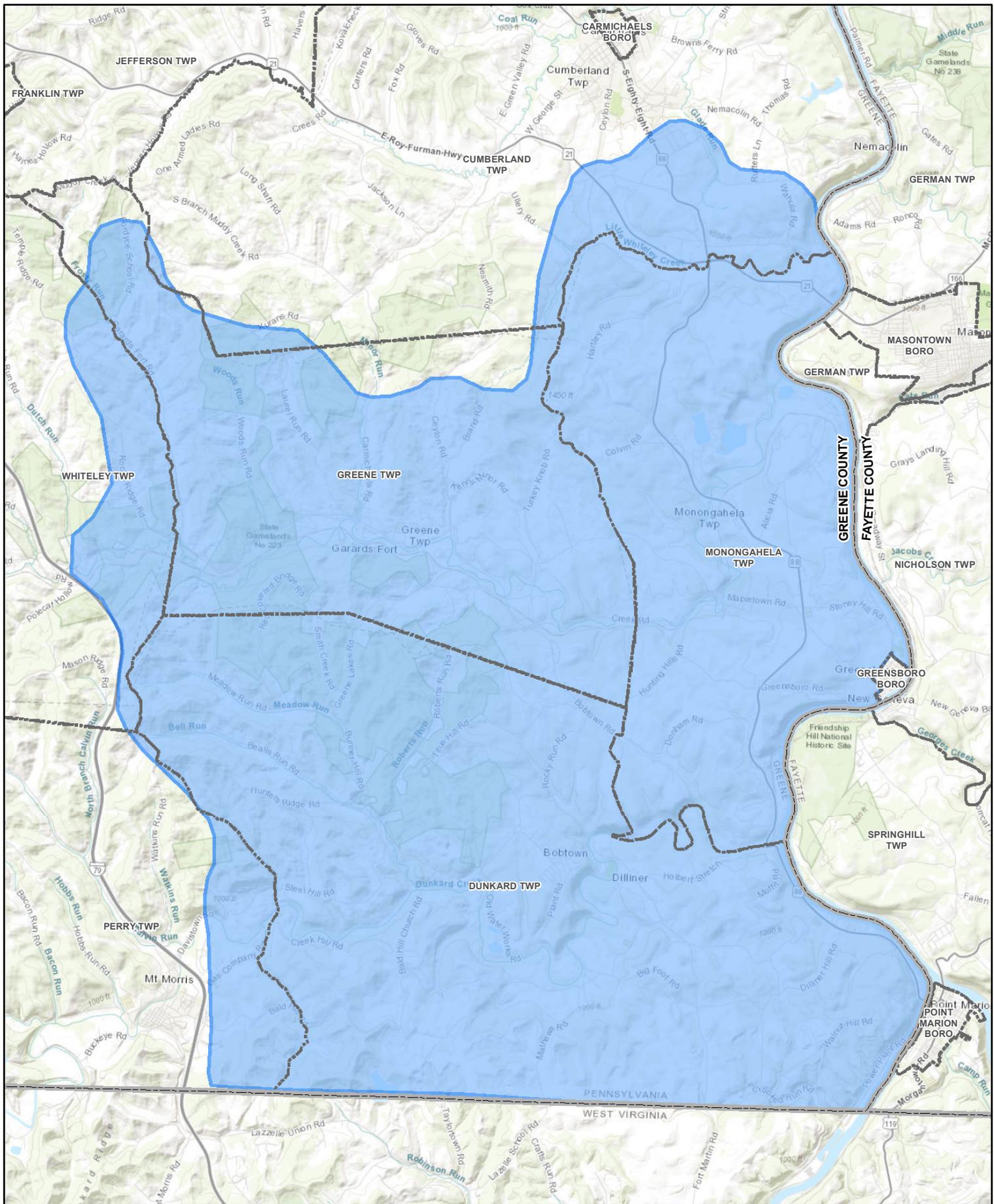
Sincerely,

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



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**



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.

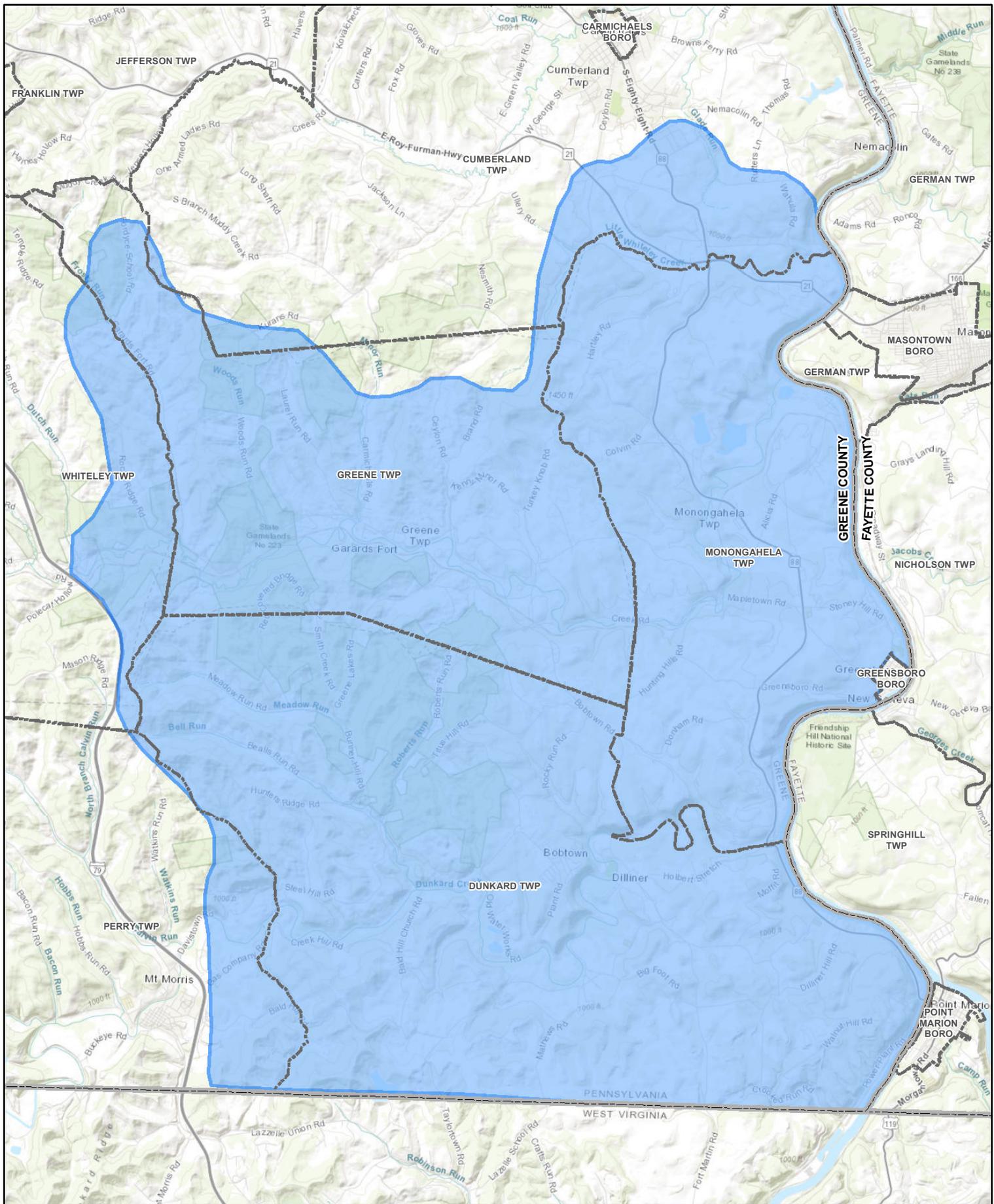
Sincerely,

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

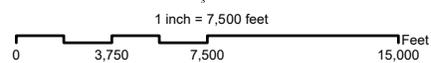


Legend

- Proposed PAWC Water Service Area
- Municipality
- 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? _____
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.

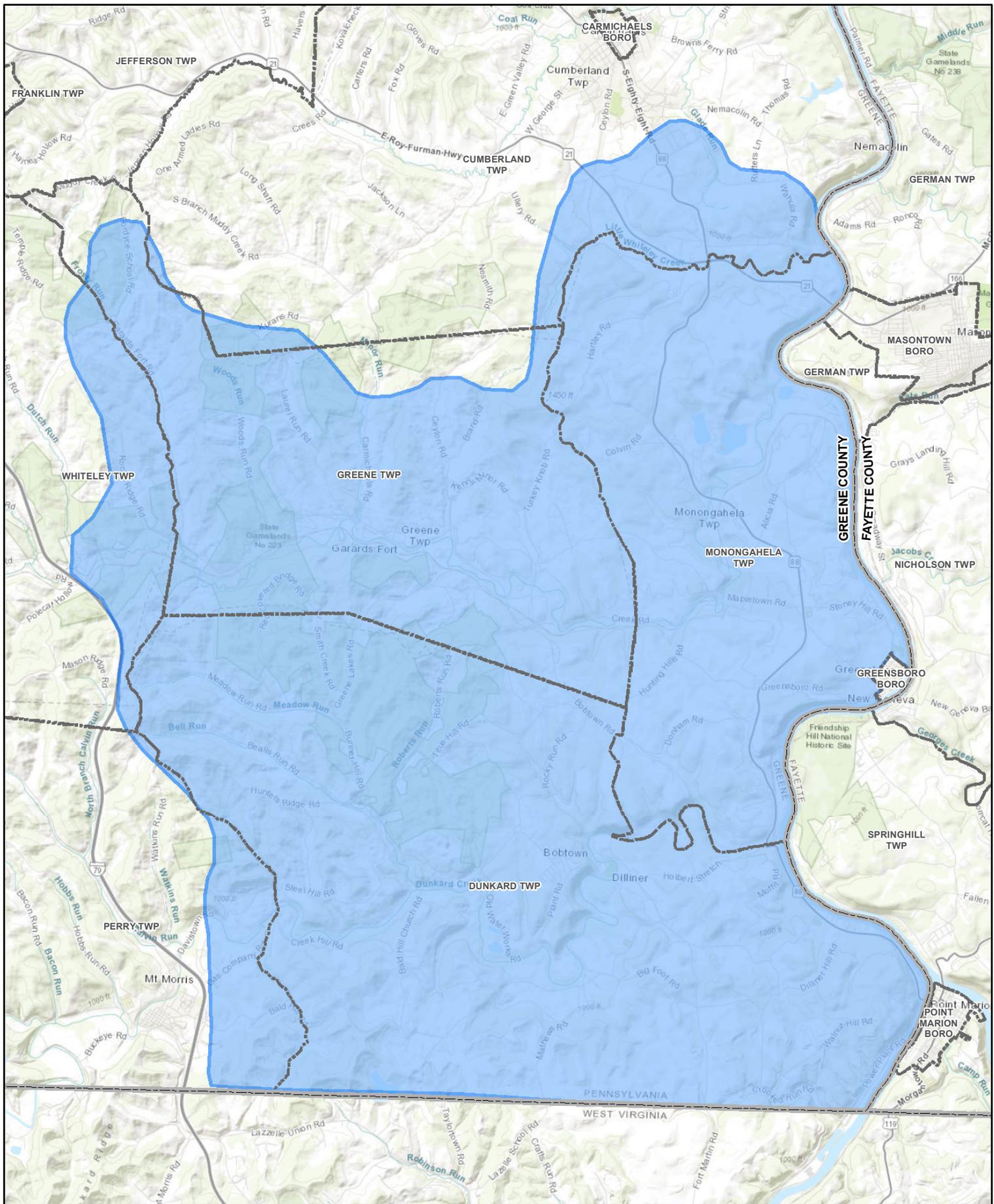
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

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

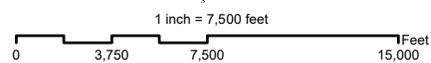


Legend

- Proposed PAWC Water Service Area
- Municipality
- County



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**East Dunkard Water System
Greene County, Pennsylvania**



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.

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.

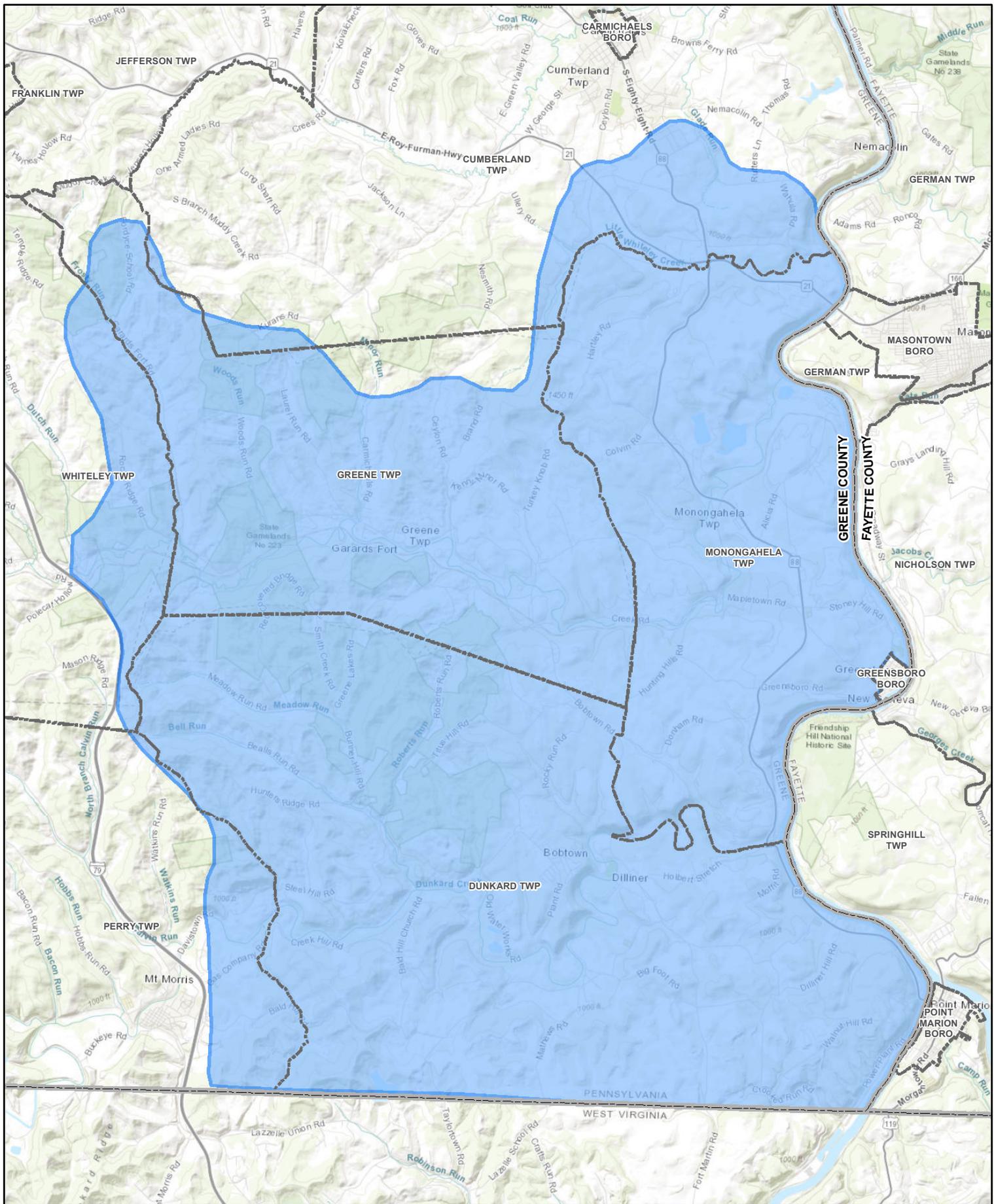
Sincerely,

Michael Salvo, Director, Business Development

Pennsylvania American Water’s application is consistent with the applicable comprehensive plans and zoning ordinances.

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



1 inch = 7,500 feet



Legend

- Proposed PAWC Water Service Area
- Municipality
- County



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**East Dunkard Water System
Greene County, Pennsylvania**