



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

**PUBLIC VERSION**

**VIA** eFiling

September 12, 2024

Rosemary Chiavetta, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2nd Floor  
400 North Street  
Harrisburg, PA 17120

**Re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in an Additional Portion of Salem Township, Luzerne County, Pennsylvania – Expedited Review Requested**

**Docket No. A-2024-\_\_\_\_\_**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company ("Company"), I am eFiling the Company's request for approval of the above-referenced Application to extend service territory. Please note that Exhibit H has been marked **CONFIDENTIAL** and is being provided through the Commission's Share Point File System. The Company respectfully requests that this information be maintained in a non-public folder.

**For the reasons set forth more fully in the Application, the Company is seeking expedited review of this Application by the Commission. Salem Township has requested that water service be available to residential and commercial customers by Year 2026-first quarter.**

Accompanying the filing is payment in the amount of \$350 for the Commission's application filing fee.

The filing has been served on the parties listed on the enclosed Certificate of Service.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Elizabeth Rose Triscari

Enclosures

cc: Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Pennsylvania-American Water :  
Company for Approval of the Right to Offer, :  
Render, Furnish and Supply Water Service to : Docket No. A-2024-\_\_\_\_\_  
the Public in an Additional Portion of Salem :  
Township, Luzerne County, Pennsylvania :

**TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

**I. INTRODUCTION**

1. Pennsylvania-American Water Company (“Pennsylvania-American” or “Company”) hereby respectfully requests that the Pennsylvania Public Utility Commission (“Commission”) issue a Certificate of Public Convenience evidencing its approval under Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1)(i), of Pennsylvania-American’s right to begin to offer, render, furnish and supply water service to the public in an additional portion of Salem Township, Luzerne County, Pennsylvania. In support of this request, Pennsylvania-American states as follows:

2. The name and address of the Company is:

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

3. The name and address of the Company’s attorney are:

Elizabeth Rose Triscari, Esquire  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055

## **II. DESCRIPTION OF THE COMPANY**

4. Pennsylvania-American is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Pennsylvania-American furnishes water service to approximately 2.2 million people in a certificated service territory encompassing portions of 37 counties and 418 municipalities across the Commonwealth, as reflected in documents already on file with the Commission. As of August 31, 2024, Pennsylvania-American provided water service to approximately 686,065 customers in the following classifications:

|                             |         |
|-----------------------------|---------|
| Residential                 | 631,673 |
| Commercial                  | 47,122  |
| Industrial                  | 551     |
| Municipal, Resale and Other | 2,332   |
| Fire Protection             | 4,387   |

In addition, Pennsylvania-American furnishes wastewater service to approximately 98,314 customers.

5. Attached hereto as **Exhibit A** is pertinent information with respect to the corporate history, authority, and service territory of Pennsylvania-American.

## **III. THE PROPOSED ADDITIONAL SERVICE TERRITORY**

6. As indicated above, the proposed additional service territory is located in a portion of Salem Township, Luzerne County, Pennsylvania. Attached hereto as **Exhibit B-1** is a map showing the boundaries of the area and attached hereto as **Exhibit B-2** is a description of the proposed area to be served (“Applied For Service Territory”). The Applied For Service Territory will allow Pennsylvania-American to

provide water service to 1) a data center site proposed by Amazon Data Services, Inc. that includes a total of 16 data center buildings for storing servers, data storage drives, and network equipment, and 2) 102 residential and 21 commercial customers along the new main that will be subject to Salem Township’s mandatory connection ordinance<sup>1</sup> (“Berwick Amazon and Beach Haven Waterline Extensions”). The total area of the Applied For Service Territory is approximately 147 acres.

Amazon Data Services, Inc. (“Developer”) has requested to connect the Berwick Amazon and Beach Haven Waterline Extensions to Pennsylvania-American’s Berwick water system. Please see the Developer’s letter dated August 26, 2024 requesting water service at **Exhibit C**.

7. The Company and the Developer are not affiliated with one another.

8. The Commission previously has issued to Pennsylvania-American, Certificates of Public Convenience for portions of Salem Township, Luzerne County, at the following dockets:

| Docket No.   | Application Description                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.23755-1931 | Letters Patent issued August 12, 1903 – West Salem Water Company supplying water to the public in the Township of Salem, Luzerne County, Pennsylvania, and to such persons, partnerships, and corporations residing therein as may desire the same<br><br>Certificate of Public Convenience issued November 24, 1931 – Berwick Water Company acquired all the property and franchises of West Salem Water Company |
| A.97914      | Certificate of Public Convenience issued July 6, 1973 – White Deer Mountain Water Company acquisition of all the waterworks property and rights of The Berwick Water Company and the name was changed to Keystone Water Company                                                                                                                                                                                   |

---

<sup>1</sup> The Salem Township mandatory connection ordinance is attached at **Exhibit G**.

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>Certificate of Merger issued July 31, 1973 - The Bangor Water Company, Berwick Water Company, Biglerville Water Company, The Canawacta Water Supply Company, The Clark's Summit Water Company, The Consumers Water Company of Montrose, PA., Hallstead Water Company, Moshannon Valley Water Company, Mountain City Water Company, Norristown Water Company, Northumberland Water Company, Palmyra Water Company, Thompson Borough Water Company, Yardley Water Company with and into White Deer Mountain Water Company and the name was changed to Keystone Water Company</p> <p>Certificate of Merger issued January 1, 1987 - Riverton Consolidated Water Company merged with and into Keystone Water Company and the name was changed to Pennsylvania-American Water Company</p> <p>Certificate of Merger issued February 1, 1989 - Prior Pennsylvania-American Water Company merged with and into Western Pennsylvania Water Company and the name was changed to the current Pennsylvania-American Water Company</p> |
| A-212285F2002 | <p>Certificate of Public Convenience issued December 14, 1995 - Joint Application of Pennsylvania-American Water Company ("PAWC") and Pennsylvania Gas and Water Company ("PG&amp;W") for approval of (1) the transfer, by sale, of substantially all of the water works property and rights of PG&amp;W to PAWC including the subdivision of transferred real estate; (2) the commencement by PAWC of water service in the certificated territory of PG&amp;W; and (3) the abandonment by PG&amp;W of water service to the public</p> <p>Order adopted December 14, 1995</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |

The Certificates of Public Convenience and Commission Orders for the applications referenced above are attached at **Exhibit D-1**. The Applied For Service Territory extends from the service area approved at Docket No. A-212285F2002. The Application at Docket No. A-212285F2002 did not establish a distinguishable boundary. The Company is including documents, a map and bearings and distances at **Exhibits D-2** and **D-3**, respectively, to provide clarification for the existing service territory approved at Docket No. A-212285F2002 and to aid in depicting the Applied for Service Territory.

9. No additional capital will be required by the Company for the purpose of financing the matters and things involved in this Application. The Developer will pay for the Berwick Amazon and Beach Haven Waterline Extensions through a Water Facilities Line Extension Agreement (“Agreement”) with Pennsylvania-American. Attached at **Exhibit E** is a comparison of the proposed Water Facilities Line Extension Agreement that will be executed by the Developer and Pennsylvania-American when this Applied For Service Territory is approved compared to the Company’s standard Water Facilities Line Extension Agreement. The most notable change is the Developer providing a contribution and advance to the Company for the Company’s construction of a water storage tank and a PFAS water treatment facility.

10. The cost of the project will be approximately \$20,300,000. This includes:

a) Providing water service to the data center site and extension at a cost of \$15,270,272. A classification of the costs including construction costs, materials and appurtenances is attached as **Exhibit F**.

b) Upon execution of this Agreement, Developer will provide a contribution and advance to the Company in the sum of \$5,000,000 for facilities to be constructed by the Company. This contribution includes \$3,800,000 for a new 1.5MG water storage tank and \$1,200,000 for additional per-and poly-fluoroalkyl substances (“PFAS”) treatment capacity at a proposed PFAS water treatment facility to be constructed by the Company.<sup>2</sup> Construction of the additional storage tank and PFAS treatment facility is tentatively anticipated to be completed in 2027.

---

<sup>2</sup> The Company is currently looking to acquire property for the 1.5MG water storage tank. If property cannot be secured at an appropriate location and elevation, an additional 800,000 gallon tank will be constructed on the Company’s current tank site. An 800,000 gallon tank would sufficiently meet the

11. The facilities to be installed within the Applied For Service Territory include approximately 23,400 linear feet (“LF”) of 16” waterline proposed to be extended along Salem Boulevard to the data center site and 7,060 LF of 12” waterline to be installed to connect the additional customers on Walnut Drive. These waterlines will connect directly to existing PAWC facilities located along U.S. Route 11 (Walnut Street) and U.S. Route 11 (East Front Street) as identified on **Exhibit H CONFIDENTIAL** (Page 3 of 40).

The new water storage tank is required to reliably meet demand in the distribution system. The PFAS water treatment facility is necessary to remove or destroy PFAS pollutants. This is based on the contaminant limits set by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency.

12. Operations for this Applied For Service Territory will be through the Berwick water treatment plant and distribution system. As of 2023 draft Comprehensive Planning Study, the Company’s Berwick system has one production facility, Canal St Water Treatment Plant (Canal St WTP), with a permitted capacity of 4.6 million gallons per day (“mgd”). The reliable capacity of Canal St WTP is 3.0 mgd. The average day demand (“ADD”) for Berwick System is projected to be 1.36 mgd in 2024 and 1.94 mgd in 2029. The maximum day demand (“MDD”) is projected to be 2.17 mgd in 2024 and 3.79 mgd in 2029, which does not include the proposed data center peak day cooling demand. The data center will have their own storage facility to meet their peak day cooling demand. The proposed data center and additional residential and commercial customers will be fed from the main gradient, which currently has a total storage capacity

---

Berwick system demands including the new Amazon data center site and will not materially change the Developer’s contribution amount.

of 1.6 million gallon (‘MG). A new water storage tank will be constructed as part of the proposed data center project. Therefore, a total storage capacity of up to 3.1 MG will be able to meet future maximum day equalization and fire reserve needs of 1.58 MG, including 0.95 MG for equalization and 0.63 MG for fire reserve.

The proposed data center site has one groundwater well with a pumping rate of 25 gallons per minute. The well currently provides potable water for the site, however, the well withdrawal capacity is not sufficient to meet the full build out water demands for the proposed data center site. Amazon Data Services plans to utilize water from PAWC to support potable and cooling water demands on site. Amazon has submitted an application for consumptive use permit to the Susquehanna River Basin Commission (“SRBC”) on May 31, 2024 and is waiting for SRBC approval.

13. The residences and commercial businesses in the proposed service area are currently on private groundwater wells. As noted in Paragraph 6 above, Salem Township will enforce a mandatory tap ordinance that requires all customers within 150-feet of the proposed waterline to connect.

14. There will be a total of twenty-four (24) public fire hydrants installed and maintained by Pennsylvania-American. A copy of the Public Fire Hydrant Agreement that will be executed by Salem Township when this Applied For Service Territory is approved can be found at **Exhibit I**. Salem Township has provided a commitment letter dated August 22, 2024, to enter into the Public Fire Hydrant Agreement at **Exhibit J**. Included on **Exhibit J** is a list of fire hydrant locations that have been reviewed and approved by Salem Township. **Exhibit H CONFIDENTIAL**, the waterline design drawings, identify the fire hydrant locations.

15. Once the Commission approves Pennsylvania-American's request to provide water service in the Applied For Service Territory, Developer will progress towards completing the project and Pennsylvania-American will begin service upon completion of the project.

16. Amazon to obtain any easements at their cost, if needed, for any work outside the public right-of-way. A property owner has provided a letter to the Salem Township Board of Supervisors, dated August 12, 2024, **Exhibit K**, agreeing to grant Pennsylvania-American an easement for the placement and maintenance of a 16" ductile iron main.

17. To the best of Pennsylvania-American's knowledge, no corporation, partnership, or individual is currently furnishing or has corporate or franchise rights to furnish service similarly in the proposed Applied For Service Territory, thus, no competitive condition will be created.

#### **IV. FINANCIAL AND OTHER RELEVANT INFORMATION**

18. There is attached hereto, as **Exhibit L**, a balance sheet of Pennsylvania-American as of December 31, 2023.

19. There is attached hereto, as **Exhibit M**, a statement of income and retained earnings of Pennsylvania-American for the twelve months ended December 31, 2023.

20. Pennsylvania-American will charge its then existing Rate Zone 1 rates for service in the Applied For Service Territory as set forth in its Tariff. Current Rate Zone 1 and public fire hydrant rates are shown on **Exhibit N** and may be changed from time to time.

21. Pennsylvania-American furnishing water service in the Applied For Service Territory will have no adverse effect upon the service furnished or the rates charged to other customers.

22. The estimated annual revenues and expenses of Pennsylvania-American in the Applied For Service Territory are set forth in **Exhibit O** attached hereto.

## **V. PUBLIC INTEREST**

23. It is in the public interest for Pennsylvania-American to provide water service in the Applied For Service Territory because it is financially and technically capable of providing service.

24. The completion of the data center site will create approximately 600 jobs and promote economic growth in this part of Pennsylvania.

25. Pennsylvania-American has support from Salem Township and the County of Luzerne, **Exhibits P** and **Q**, respectively.

26. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, Pennsylvania-American will provide water service to the Berwick Amazon and Beach Haven Waterline Extensions in the Applied For Service Territory under the Rules and Regulations of its Commission-approved tariff.

## **VI. RELIEF REQUESTED**

27. Pennsylvania-American is seeking expedited review of this Application by the Commission so that once the SRBC permit is obtained, construction can begin. The Developer has a verbal agreement with Salem Township to provide public water in the

area between the Amazon data center site and the connection point to Pennsylvania-American's water system by Year 2026-first quarter. Additionally, the completion of the data center site will create approximately 600 jobs and promote economic growth in this part of Pennsylvania.

28. Together with the Order approving this Application, Pennsylvania-American requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa.C.S. §1102(a), authorizing Pennsylvania-American to furnish water service in an additional portion of Salem Township, Luzerne County, identified as Applied For Service Territory on **Exhibit B-1** and described in **Exhibit B-2** hereto.

WHEREFORE, Pennsylvania-American respectfully requests that the Commission approve this Application and grant the relief requested above.

PENNSYLVANIA-AMERICAN WATER COMPANY

By: Elizabeth Rose Triscari  
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](mailto:elizabeth.triscari@amwater.com)

Dated: September 12, 2024

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit A**

Pennsylvania-American Water Company Corporate History

## PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc.

and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company

(Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022) and Creekside Homeowners Association (Lancaster County, June 22, 2023). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 681,707 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallacetown and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Middlesex, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Borough of Steelton and the Townships of Conewago, Derry, Londonderry, South Hanover, Swatara and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyrn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden, Providence and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono, the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud and the Village of Tobyhanna in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitmarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland, Turbotville and Watsontown and the Townships of Delaware, East Chillisquaque, Lewis, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, East Pike Run, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane and Union in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County;

Portion of the Township of Overfield in Wyoming County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 97,585 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the Townships of Alsace, Douglass, Exeter and Lower Alsace in Berks County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Boroughs of Clarion and Shippenville and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Township of Foster in Luzerne County;

All, or portions of, the Borough of Kane and Township of Wetmore in McKean County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All, or portions of, the Borough of Royersford and the Townships of Upper Pottsgrove and Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County;

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County; and

All, or portions of, the City of York, the Borough of North York and the Townships of Fairview, Manchester, Newberry and York in York County.

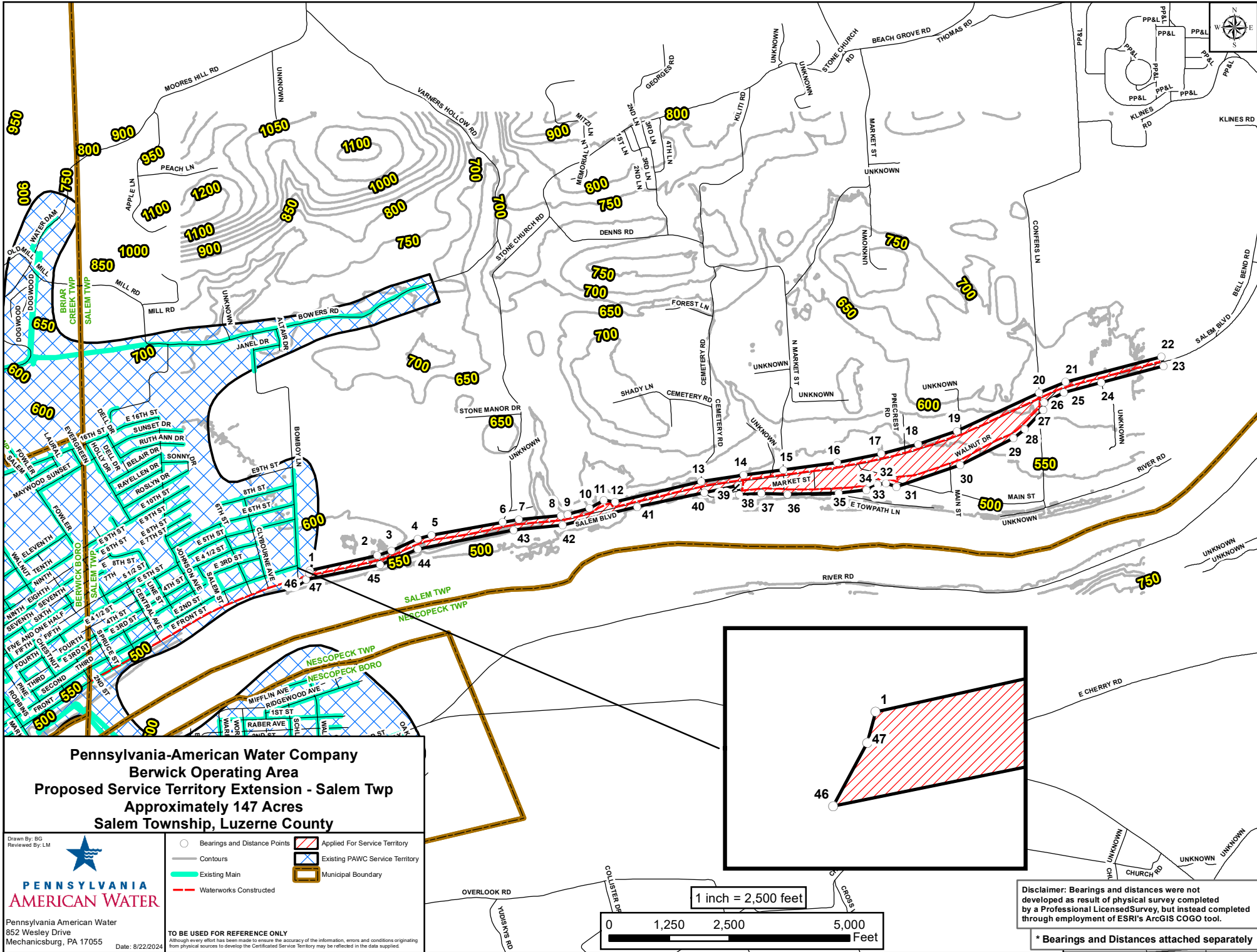
[418 municipalities in 37 counties.]

06/30/2023

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit B-1**

Map of the Applied For Service Territory



Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit B-2**

Description of the Applied For Service Territory

## EXHIBIT B-2

| <b>Starting Point</b><br><b>X: -76.2117327799089</b><br><b>Y: 41.063417876261</b> |    |             |          |
|-----------------------------------------------------------------------------------|----|-------------|----------|
| From                                                                              | To | Bearing     | Distance |
| 1                                                                                 | 2  | N77°30'23"E | 1,428.83 |
| 2                                                                                 | 3  | N71°06'47"E | 309.49   |
| 3                                                                                 | 4  | N66°15'26"E | 603.19   |
| 4                                                                                 | 5  | N74°46'35"E | 290.35   |
| 5                                                                                 | 6  | N79°36'00"E | 1,508.31 |
| 6                                                                                 | 7  | N80°30'43"E | 335.68   |
| 7                                                                                 | 8  | N84°19'51"E | 877.85   |
| 8                                                                                 | 9  | N80°22'42"E | 144.25   |
| 9                                                                                 | 10 | N75°00'34"E | 468.66   |
| 10                                                                                | 11 | N60°15'41"E | 345.66   |
| 11                                                                                | 12 | S80°47'57"E | 238.67   |
| 12                                                                                | 13 | N76°44'32"E | 1,841.92 |
| 13                                                                                | 14 | N81°14'00"E | 888.37   |
| 14                                                                                | 15 | N82°19'48"E | 830.32   |
| 15                                                                                | 16 | N82°19'48"E | 1,130.81 |
| 16                                                                                | 17 | N78°48'17"E | 930.14   |
| 17                                                                                | 18 | N75°09'04"E | 794.02   |
| 18                                                                                | 19 | N71°23'32"E | 859.09   |
| 19                                                                                | 20 | N65°11'28"E | 1,874.33 |
| 20                                                                                | 21 | N67°38'35"E | 594.40   |
| 21                                                                                | 22 | N75°14'58"E | 2,064.90 |
| 22                                                                                | 23 | S12°34'47"E | 190.97   |
| 23                                                                                | 24 | S74°55'07"W | 1,337.23 |
| 24                                                                                | 25 | S74°55'07"W | 805.14   |
| 25                                                                                | 26 | S63°11'54"W | 454.00   |
| 26                                                                                | 27 | S9°48'29"W  | 160.78   |
| 27                                                                                | 28 | S44°04'39"W | 552.10   |
| 28                                                                                | 29 | S50°48'57"W | 297.73   |
| 29                                                                                | 30 | S63°19'39"W | 1,238.80 |
| 30                                                                                | 31 | S71°14'22"W | 1,398.33 |
| 31                                                                                | 32 | N73°08'45"W | 226.62   |
| 32                                                                                | 33 | S85°44'03"W | 177.71   |
| 33                                                                                | 34 | S63°17'08"W | 264.48   |
| 34                                                                                | 35 | S83°29'52"W | 573.91   |
| 35                                                                                | 36 | S88°33'08"W | 1,073.05 |
| 36                                                                                | 37 | N88°29'20"W | 537.68   |
| 37                                                                                | 38 | S87°23'23"W | 461.04   |

| From | To | Bearing     | Distance |
|------|----|-------------|----------|
| 38   | 39 | N6°27'14"W  | 188.64   |
| 39   | 40 | S78°17'18"W | 719.75   |
| 40   | 41 | S78°17'18"W | 1,431.34 |
| 41   | 42 | S76°04'10"W | 1,592.80 |
| 42   | 43 | S84°17'16"W | 1,021.96 |
| 43   | 44 | S78°32'32"W | 2,030.25 |
| 44   | 45 | S67°52'31"W | 846.97   |
| 45   | 46 | S78°31'04"W | 1,572.93 |
| 46   | 47 | N28°09'27"E | 149.25   |
| 47   | 1  | N15°03'18"E | 65.87    |

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit C**

Letter from Developer Requesting Water Service in the  
Applied For Service Territory



August 26, 2024

Jeff Horton  
Pennsylvania American Water  
852 Wesley Drive  
Mechanicsburg, PA 17055

Re: Request for Water Service

Dear Mr. Horton:

Please accept this correspondence as our request for Pennsylvania American Water Company ("PAWC") to provide public water service to our proposed industrial data center site serving Amazon Data Services, Inc. ("ADS"). The industrial data center site is located off of Cumulus Boulevard in Salem Township.

A total of 16 data center buildings is planned for the site, and we submitted the site Plan to Salem Township for approval on June 17, 2024. The Salem Township Planning Commission conditionally approved the Plan on July 1, 2024. The Salem Township Board of Commissioners also conditionally approved the Plan on July 24, 2024.

Water service is proposed to be extended along Salem Boulevard to the site through 23,400 LF of 16" waterline. 7,060 LF of 12" waterline will also be installed along Walnut Drive to connect additional customers. Twenty-four (24) public fire hydrants will be installed along the extension. Hydrant locations have been reviewed and approved by Salem Township. ADS will pay a private contractor approved by PAWC for installation of the water system.

This request for service will serve as a letter of intent to enter into and execute a Water Line Facilities Agreement immediately upon receipt of approval by the Pennsylvania Public Utility Commission of PAWC's application to add the ADS industrial data center site mentioned above to its service territory in Salem Township, Luzerne County.

Sincerely,

Signed by:  
  
68784E59B2CD47C

Amazon Data Services, Inc.

Amazon Data Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210

AMAZON CONFIDENTIAL



Page 1 of 1

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit D-1**

Certificates of Public Convenience of Pennsylvania-American Water Company to  
Provide Water Service in Portions of Salem Township, Luzerne County

*To the Governor of the Commonwealth of Pennsylvania.*

SIR:--In compliance with the requirements of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, and the several supplements thereto, the undersigned FOUR of whom are citizens of Pennsylvania, having associated themselves together for the purpose hereinafter specified, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:

1st. The name of the proposed corporation is  
WEST SALEM WATER SUPPLY COMPANY

2d. Said corporation is formed for the purpose of

Supplying water to the public in the Township of Salem, Luzerne County, Pennsylvania, and to such persons, partnerships, and corporations residing therein as may desire the same.

3d. The business of said corporation is to be transacted in The Borough of Berwick, Columbia  
County, Pennsylvania.

4th. Said corporation is to exist for the term of 999 years.

5th. The names and residences of the subscribers and the number of shares subscribed by each, are as follows:

| NAME.               | RESIDENCE.     | No. OF SHARES. |
|---------------------|----------------|----------------|
| R. L. Klein,        | Berwick, Pa.   | 1              |
| J. H. Catterall,    | " "            | 1              |
| F. A. Witman,       | " "            | 1              |
| L. J. Townsend,     | " "            | 1              |
| Norman A. Williams, | New York City, | 496            |

6th. The number of directors of said corporation is fixed at FIVE and the names and residences of the directors who are chosen directors for the first year are as follows:

| NAME.               | RESIDENCE.     |
|---------------------|----------------|
| R. L. Klein,        | Berwick, Pa.   |
| J. H. Catterall,    | " "            |
| F. A. Witman,       | " "            |
| L. J. Townsend,     | " "            |
| Norman A. Williams, | New York City, |

7th. The amount of the capital stock of said corporation is \$5,000.00.-  
500 shares of the par value of \$10.00.- and \$500.00.-  
being ten per centum of the capital stock, has been paid in cash to the Treasurer of said corporation, whose name and residence are:

F. A. Witman, Berwick, Pa.

R. L. Kline, (SEAL) L. J. Townsend, (SEAL)  
J. H. Catterall, (SEAL) Norman A. Williams, (SEAL)  
F. A. Witman, (SEAL)

State Of New York )  
County of New York ) ss:

On this thirteenth day of July, 1903, before me personally came  
Norman A. Williams to me known, and known to me to be one of the individuals described  
in and who executed the foregoing instrument, and duly acknowledged to me that he executed  
the same.

(SEAL) Philip B. Sheridan Notary Public  
N. Y. County.

State of Pennsylvania, }  
County of Columbia } ss:

Before me a Notary Public in and for the county aforesaid, personally came the above named  
R. L. Kline, J. H. Catterall, F. A. Witman and L. J. Townsend  
who in due form of law acknowledge the foregoing instrument to be their act and deed for the purposes therein specified.

Witness my hand and Seal of office, the 10th day of July A.D. 1903

[SEAL.]

State of Pennsylvania, }  
County of Columbia } ss:

H. F. Fraugh, Notary Public  
My Commission Expires Jan. 21. 1907

Personally appeared before me this 10th day of July A.D. 1903, R. L. Kline, J. H. Catterall,  
F. A. Witman, and L. J. Townsend  
who being duly sworn, according to law, depose and say that the statements contained in the foregoing instrument are true.

Sworn and subscribed before me, the day and year aforesaid,

H. F. Fraugh, Notary Public  
[SEAL.]

My Commission Expires Jan. 21, 1907

R. L. Kline  
J. H. Catterall  
F. A. Witman  
L. J. Townsend

#### EXECUTIVE CHAMBER.

Harrisburg, August 12 1903

To the Secretary of the Commonwealth:

Having examined the within application and found it to be in proper form, and within the purposes of the class of corporations specified in section two, of the act, entitled "An act to provide for the incorporation and regulation of certain corporations," approved April 29th, A. D. 1874, and the several supplements thereto, I hereby approve the same, and direct that letters patent issue according to law.

Saml. W. Pennypacker  
Governor.

#### SECRETARY'S OFFICE.

PENNSYLVANIA, ss:

Enrolled in Charter Book No. 78, page 115

Witness my hand and Seal of office, at Harrisburg, this 12th day of August A.D. 1903

[SECRETARY'S SEAL.]

Lewis E. Reitler  
Deputy Secretary of the Commonwealth

Certified to Auditor General, August 12th 1903

IN THE NAME AND BY AUTHORITY OF THE  
Commonwealth of Pennsylvania,  
EXECUTIVE DEPARTMENT.

To all to whom these Presents shall come Greeting:

Whereas, In and by an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act to provide for the incorporation and regulation of certain corporations," approved the twenty-ninth day of April, Anno Domini one thousand eight hundred and seventy-four, and the supplements thereto, the Governor of this Commonwealth is authorized and required to issue Letters Patent to all corporations formed under the provisions of said acts, embraced within the second class named therein.

And Whereas, The stipulations and conditions in said Act of the General Assembly and the supplements thereto have been fully complied with by *West Salem Water Supply Company*

Therefore, I know Ye, That under authority of the Constitution and laws of said Commonwealth in such case made and provided, I Do by these Presents, which I have caused to be made Patent and sealed with the Great Seal of the State, create, erect and incorporate the subscribers to the stock of said corporation, their associates and successors, and also those who may thereafter become subscribers or holders of the stock of the said corporation, into a body politic and corporate in deed and in law, by the name chosen and hereinbefore specified, who shall have succession *thirty years* and shall be invested with and have and enjoy all the powers, privileges and franchises incident to a corporation and be subject to all the duties, requirements and restrictions specified and enjoined in and by the said Acts of the General Assembly and all other laws of this Commonwealth.

Given under my hand and the Great Seal of the State, at the City of Harrisburg, this *twentieth* day of *August* in the year of our Lord one thousand nine hundred and

*thirty* and of the Commonwealth the one hundred and twenty *Eighth*

BY THE GOVERNOR:



*Saml. H. Pennypacker*  
*Frank M. Fuller*  
Secretary of the Commonwealth

EXHIBIT D-1  
Page 4 of 34

Executive Department

TO ALL TOWHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, In and by an act of the General Assembly of the Commonwealth of Pennsylvania, entitled, An Act to provide for the incorporation and regulation of certain corporations, approved twenty-ninth day of April, Anno Domini one thousand eight hundred and seventy-four and the filements thereto the Governor of this Commonwealth is authorized and required to issue

LETTERS PATENT

to all corporations formed under the provisions of said acts embraced within the second class named therein.  
And Whereas, The stipulations and conditions in said act of the General Assembly and supplements thereto have been fully complied with by

West Salem Water Supply Company

Therefore, Know Ye, That under authority of the Constitution and laws of said Commonwealth in such case made and provided, I DO BY THESE PRESENTS, which I have caused to be made PATENT and Sealed with the Great Seal of the State, create, erect and incorporate the subscribers to the stock of said corporation, their associates and successors, and also those who may after become subscribers or holders of the stock of the said corporation, into a body politic corporate in deed and in law by the name chosen and herein before specified, who shall succession for the term of ninety-nine years and so be invested with and have and enjoy all the powers, privileges and franchises incident to said corporation and be subject to all the duties, requirements and restrictions specified and enjoined and by the said acts of the General Assembly and all other laws of this Commonwealth.

Given under my hand and the Great Seal of the State, at the City of Harrisburg, this \_\_\_\_\_ day of August, in the year of our Lord one thousand nine hundred and \_\_\_\_\_ and of the Commonwealth the one hundred and twenty eighth.

By the Governor:

Samuel W. Pennypacker

Frank M. Fuller

Secretary of the Commonwealth.



A. 23755-1931.

THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

IN THE MATTER OF THE APPLICATION OF  
THE BERWICK WATER COMPANY  
and

WEST SALEM WATER SUPPLY COMPANY,  
under Section 3(c), Article III,  
and Sections 18 and 19, Article V,  
of The Public Service Company Law,  
for approval of the sale of all  
the property and franchises of the  
latter to the former company.

CERTIFICATE  
OF  
PUBLIC CONVENIENCE

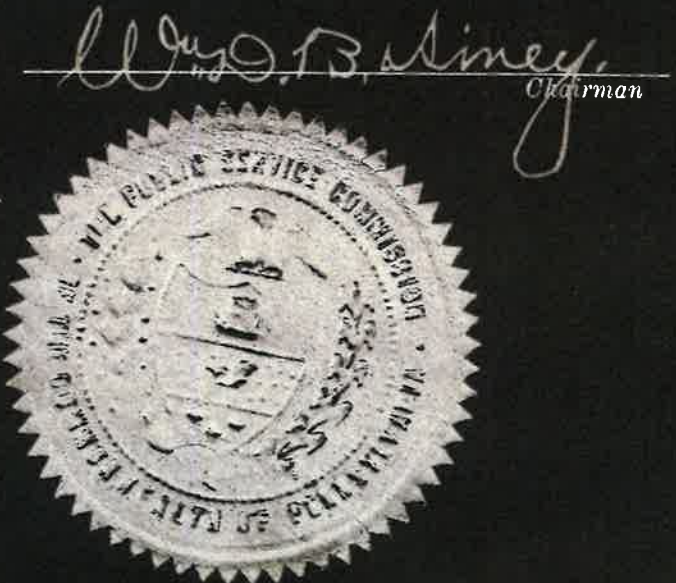
The Public Service Commission of the Commonwealth of Pennsylvania hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is hereto attached and made a part hereof, found and determined that the granting of said application is necessary and proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 24th day of November, 1931.

THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

Attest:

*Louis T. Free*  
Secretary



UCSO-35

A. 97914

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF

WHITE DEER MOUNTAIN WATER COMPANY AND THE  
BERWICK WATER COMPANY, under Article II of the  
Public Utility Law, as amended, for approval of  
(1) the acquisition by the former and the transfer,  
by merger, by the latter of all the waterworks  
property and rights of The Berwick Water Company,  
the name of White Deer Mountain Water Company to  
be changed to Keystone Water Company subsequent  
thereto, (2) the right of Keystone Water Company to  
begin to offer, render, furnish or supply water  
service to the public in the Borough of Berwick, Brier  
Creek Township, Columbia County, and the Borough of Nescopeck,  
Salem Township, Luzerne County, and (3) the abandonment by The  
Berwick Water Company of all water service.

CERTIFICATE  
OF  
PUBLIC CONVENIENCE

The Pennsylvania Public Utility Commission hereby certifies that after an investigation  
and/or hearing had on the above entitled application, it has, by its report and order made and entered,  
a copy of which is attached hereto and made a part hereof, found and determined that the granting of  
said application is necessary or proper for the service, accommodation, convenience and safety of the  
public, and this certificate is issued evidencing its approval of the said application as set forth in said  
report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused  
these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of  
Harrisburg this 6th day of July, 19 73.

Attest:



PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

*George L. Bloom*

Chairman

*Will Fetter*  
Secretary

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application Docket No. 97913, et al.  
Securities Certificate No. 3892, et al.

In re: Application of White Deer Mountain Water Company and The Bangor Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Bangor Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Bangor and Roseto, the Township of Upper Mt. Bethel and adjacent territory in Washington and Plainfield townships, Northampton County, and (3) the abandonment by The Bangor Water Company of all water service. - A. 97913

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 21,200 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value two hundred ~~sixty~~-five thousand dollars (\$265,000) - S.C. 3892

Application of White Deer Mountain Water Company and The Berwick Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Berwick Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Berwick, Brier Creek Township, Columbia County, and the Borough of Nescopeck, Salem Township, Luzerne County, and (3) the abandonment by The Berwick Water Company of all water service. - A. 97914

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 18,600 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value two hundred thirty-two thousand five hundred dollars (\$232,500) - S.C. 3893

Application of White Deer Mountain Water Company and Biglerville Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter, of all the waterworks property and rights of Biglerville Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Biglerville and the Township of Butler, Adams County, and (3) the abandonment by Biglerville Water Company of all water service. - A. 97915

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 2,100 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value twenty-six thousand two hundred fifty dollars (\$26,250) - S.C. 3894

Application of White Deer Mountain Water Company and Canawacta Water Supply Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Canawacta Water Supply Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render furnish or supply water service to the public in the boroughs of Susquehanna and Lanesboro, and the townships of Oakland and Harmony, Susquehanna County, and (3) the abandonment by Canawacta Water Supply Company of all water service. - A. 97916

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-one thousand two hundred fifty dollars (\$81,250) - S.C. 3895

Application of White Deer Mountain Water Company and The Clark's Summit Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Clark's Summit Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Clark's Summit, Dalton and Clarks Green, and the townships of Abington, South Abington and Glenburn, Lackawanna County, and (3) the abandonment by The Clark's Summit Water Company of all water service. - A. 97917

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 15,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one hundred ninety-three thousand seven hundred fifty dollars (\$193,750) - S.C. 3896

Application of White Deer Mountain Water Company and The Consumers Water Company of Montrose, Pa., for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Consumers Water Company of Montrose, Pa., the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Montrose and the Township of Bridgewater, Susquehanna County, and (3) the abandonment by The Consumers Water Company of Montrose, Pa., of all water service. - A. 97918

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-three thousand seven hundred fifty dollars (\$83,750) - S.C. 3897

Application of White Deer Mountain Water Company and The Hallstead Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Hallstead Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Hallstead and Great Bend, and the Township of Great Bend, Susquehanna County, and (3) the abandonment by The Hallstead Water Company of all water service. - A. 97919

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 3,100 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value thirty-eight thousand seven hundred fifty dollars (\$38,750) - S.C. 3898

Application of White Deer Mountain Water Company and Moshannon Valley Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Moshannon Valley Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Philipsburg and South Philipsburg, the Township of Rush, Centre County, and the boroughs of Osceola Mills and Chester Hill, the townships of Decatur and Morris, Clearfield County, and (3) the abandonment by Moshannon Valley Water Company of all water service. - A. 97920

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 4,000 shares of 7% Preference Stock with a par value of \$100 per share, aggregate par value four hundred thousand dollars (\$400,000) - S.C. 3899

Application of White Deer Mountain Water Company and The Mountain City Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Mountain City Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Frackville, and the townships of West Mahanoy, Butler and New Castle, Schuylkill County, and (3) the abandonment by The Mountain City Water Company of all water service. - A. 97921

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-one thousand two hundred fifty dollars (\$81,250) - S.C. 3900

Application of White Deer Mountain Water Company and Norristown Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Norristown Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Norristown and Bridgeport, and the townships of Whitpain, West Norriton, Worcester, Plymouth, Lower Providence, East Norriton and Upper Merion, Montgomery County, and (3) the abandonment by Norristown Water Company of all water service. - A. 97922

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 104,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one million three hundred eight thousand seven hundred fifty dollars (\$1,308,750) - S.C. 3901

Application of White Deer Mountain Water Company and Northumberland Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Northumberland Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Northumberland, and the Township of Point, Northumberland County, and (3) the abandonment by Northumberland Water Company of all water service. - A. 97923

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 4,400 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value fifty-five thousand dollars (\$55,000) - S.C. 3902

Application of White Deer Mountain Water Company and Palmyra Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Palmyra Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Palmyra, the townships of North Annville, South Annville and North Londonderry, Lebanon County, and the Township of Derry, Dauphin County, and (3) the abandonment by Palmyra Water Company of all water service. - A. 97924

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 9,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one hundred twenty-two thousand two hundred fifty dollars (\$121,250) - S.C. 3903

Application of White Deer Mountain Water Company and The Thompson Borough Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Thompson Borough Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Thompson, Susquehanna County, and (3) the abandonment by The Thompson Borough Water Company of all water service. - A. 97925

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 600 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value seven thousand five hundred dollars (\$7,500) - S.C. 3904

Application of White Deer Mountain Water Company and Yardley Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Yardley Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Yardley, and the townships of Lower Makefield and Falls, Bucks County, and (3) the abandonment by Yardley Water Company of all water service. - A. 97926

Securities Certificate of White Deer Mountain Water Company in the matter of the issuance of not in excess of 27,800 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value three hundred forty-seven thousand five hundred dollars (\$347,500) - S.C. 3905

---

O R D E R

---

BY THE COMMISSION, JULY 6, 1973:

The matters and things involved in these proceedings having been duly submitted, and full consideration having been given thereto, we find and determine that it is necessary or proper for the service, accommodation, convenience, or safety of the public that certificates of public convenience issue evidencing approval of the matters and things involved in the applications docketed at A. 97913, A. 97914, A. 97915, A. 97916, A. 97917, A. 97918, A. 97919, A. 97920, A. 97921, A. 97922, A. 97923, A. 97924, A. 97925 and A. 97926 and we further find and determine that the issuance of securities in the amounts, of the character, and for the purposes proposed in S.C. 3892, S.C. 3893, S.C. 3894, S.C. 3895, S.C. 3896, S.C. 3897, S.C. 3898, S.C. 3899, S.C. 3900, S.C. 3901, S.C. 3902, S.C. 3903, S.C. 3904

and S.C. 3905 is necessary or proper for the present and probable future capital needs of White Deer Mountain Water Company, and that the securities certificate should be registered; THEREFORE,

IT IS ORDERED:

1. That the application of White Deer Mountain Water Company and The Bangor Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Bangor Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Bangor and Roseto, the Township of Upper Mt. Bethel and adjacent territory in Washington and Plainfield townships, Northampton County, and (3) the abandonment by The Bangor Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97913, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Bangor Water Company in all matters, including accounting, service and rates.

2. That Securities Certificate No. 3892 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 21,200 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value two hundred sixty-five thousand dollars (\$265,000), be and is hereby registered.

3. That the application of White Deer Mountain Water Company and The Berwick Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Berwick

Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Berwick, Brier Creek Township, Columbia County, and the Borough of Nescopeck, Salem Township, Luzerne County, and (3) the abandonment by The Berwick Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97914, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Berwick Water Company in all matters, including accounting, service and rates.

4. That Securities Certificate No. 3893 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 18,600 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value two hundred thirty-two thousand dollars (\$232,500), be and is hereby registered.

5. That the application of White Deer Mountain Water Company and Biglerville Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Biglerville Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company, subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Biglerville and the Township of Butler, Adams County, and (3) the abandonment by Biglerville Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97915, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Biglerville Water Company in all matters, including accounting, service and rates.

6. That Securities Certificate No. 3894 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 2,100 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value twenty-six thousand two hundred fifty dollars (\$26,250), be and is hereby registered.

7. That the application of White Deer Mountain Water Company and Canawacta Water Supply Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Canawacta Water Supply Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Susquehanna and Lanesboro, and the townships of Oakland and Harmony, Susquehanna County, and (3) the abandonment by Canawacta Water Supply Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97916, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Canawacta Water Supply Company in all matters, including accounting, service and rates.

8. That Securities Certificate No. 3895 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-one thousand two hundred fifty dollars (\$81,250), be and is hereby registered.

9. That the application of White Deer Mountain Water Company and The Clark's Summit Water Company for approval of (1)

the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Clark's Summit Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Clark's Summit, Dalton and Clarks Green, and the townships of Abington, South Abington and Glenburn, Lackawanna County, and (3) the abandonment by The Clark's Summit Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97917, subject to the following condition:

That Keystone Water Company maintain separate operating records for the service area of the former The Clark's Summit Water Company in all matters, including accounting, service and rates.

10. That Securities Certificate No. 3896 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 15,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one hundred ninety-three thousand seven hundred fifty dollars (\$193,750), be and is hereby registered.

11. That the application of White Deer Mountain Water Company and The Consumers Water Company of Montrose, Pa., for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Consumers Water Company of Montrose, Pa., the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Montrose and the Township of Bridgewater, Susquehanna County, and (3)

the abandonment by The Consumers Water Company of Montrose, Pa., of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97918, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Consumers Water Company of Montrose, Pa. in all matters, including accounting, service and rates.

12. That Securities Certificate No. 3897 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-three thousand seven hundred fifty dollars (\$83,750), be and is hereby registered.

13. That the application of White Deer Mountain Water Company and The Hallstead Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Hallstead Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Hallstead and Great Bend, and the Township of Great Bend, Susquehanna County, and (3) the abandonment by The Hallstead Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97919, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Hallstead Water Company in all matters, including accounting, service and rates.

14. That Securities Certificate No. 3898 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 3,100 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value thirty-eight thousand seven hundred seven hundred fifty dollars (\$38,750), be and is hereby registered.

15. That the application of White Deer Mountain Company and Moshannon Valley Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Moshannon Valley Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the boroughs of Philipsburg and South Philipsburg, the Township of Rush, Centre County, and the boroughs of Osceola Mills and Chester Hill, the townships of Decatur and Morris, Clearfield County, and (3) the abandonment by Moshannon Valley Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97920, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Moshannon Valley Water Company in all matters, including accounting, service and rates.

16. That Securities Certificate No. 3899 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 4,000 shares of 7% Preference Stock with a par value of \$100 per share, aggregate par value four hundred thousand dollars (\$400,000), be and is hereby registered.

17. That the application of White Deer Mountain Water Company and The Mountain City Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The Mountain City Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Frackville, and the townships of West Mahanoy, Butler and New Castle, Schuylkill County, and (3) the abandonment by The Mountain City Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97921, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Mountain City Water Company in all matters, including accounting, service and rates.

18. That Securities Certificate No. 3900 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 6,500 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value eighty-one thousand two hundred fifty dollars (\$81,250), be and is hereby registered.

19. That the application of White Deer Mountain Water Company and Norristown Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Norristown Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish

or supply water service to the public in the boroughs of Norristown and Bridgeport, and the townships of Whitpain, West Norriton, Worcester, Plymouth, Lower Providence, East Norriton and Upper Merion, Montgomery County, and (3) the abandonment by Norristown Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval at A. 97922, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Norristown Water Company in all matters, including accounting, service and rates.

20. That Securities Certificate No. 3901 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 104,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one million three hundred eight thousand seven hundred fifty dollars (\$1,308,750), be and is hereby registered.

21. That the application of White Deer Mountain Water Company and Northumberland Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Northumberland Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Northumberland, and the Township of Point, Northumberland County, and (3) the abandonment by Northumberland Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97923, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Northumberland Water Company in all matters, including accounting, service and rates.

162

22. That Securities Certificate No. 3902 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 4,400 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value fifty-five thousand dollars (\$55,000), be and is hereby registered.

23. That the application of White Deer Mountain Water Company and Palmyra Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Palmyra Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Palmyra, the townships of North Annville, South Annville and North Londonderry, Lebanon County, and the Township of Derry, Dauphin County, and (3) the abandonment by Palmyra Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97924, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former Palmyra Water Company in all matters, including accounting, service and rates.

24. That Securities Certificate No. 3903 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 9,700 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value one hundred twenty-two thousand two hundred fifty dollars (\$121,250), be and is hereby registered.

25. That the application of White Deer Mountain Water Company and The Thompson Borough Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of The

Thompson Borough Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Thompson, Susquehanna County, and (3) the abandonment by The Thompson Borough Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97925, subject to the following condition:

That Keystone Water Company maintains separate operating records for the service area of the former The Thompson Borough Water Company in all matters, including accounting, service and rates.

26. That Securities Certificate No. 3904 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 600 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value seven thousand five hundred dollars (\$7,500), be and is hereby registered.

27. That the application of White Deer Mountain Water Company and Yardley Water Company for approval of (1) the acquisition by the former and the transfer, by merger, by the latter of all the waterworks property and rights of Yardley Water Company, the name of White Deer Mountain Water Company to be changed to Keystone Water Company subsequent thereto, (2) the right of Keystone Water Company to begin to offer, render, furnish or supply water service to the public in the Borough of Yardley, and the townships of Lower Makefield and Falls, Bucks County, and (3) the abandonment by Yardley Water Company of all water service, be and is hereby approved, and that a certificate of public convenience evidencing approval issue at A. 97926, subject the the following condition:

164

That Keystone Water Company maintains separate operating records for the service area of the former Yardley Water Company in all matters, including accounting, service and rates.

28. That Securities Certificate No. 3905 of White Deer Mountain Water Company in the matter of the issuance of not in excess of 27,800 shares of no par Common Stock with a stated value of \$12.50 per share, aggregate stated value three hundred forty-seven thousand five hundred dollars (\$347,500), be and is hereby registered.

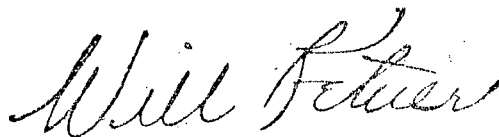
29. That Keystone Water Company notify this Commission in writing, within 60 days thereafter, or (a) the date or dates of issuance of the securities involved at S.C. 3892, S.C. 3893, S.C. 3894, S.C. 3895, S.C. 3895, S.C. 3896, S.C. 3897, S.C. 3898, S.C. 3899, S.C. 3900, S.C. 3901, S.C. 3902, S.C. 3903, S.C. 3904 and S.C. 3905; (b) the date of the merger and the beginning of rendition of service to the former customers of The Bangor Water Company, The Berwick Water Company, Biglerville Water Company, Canawacta Water Supply Company, The Clark's Summit Water Company, The Consumers Water Company of Montrose, Pa., The Hallstead Water Company, Moshannon Valley Water Company, The Mountain City Water Company, Norristown Water Company, Northumberland Water Company, Palmyra Water Company, The Thompson Borough Water Company and Yardley Water Company and (c) a detailed list of the actual expenses involved in the merger and in the issuance of the securities.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

(signed) George I. Bloom

Chairman

ATTEST:



Secretary

# Commonwealth of Pennsylvania



## Department of State

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Under the terms of the Act approved May 3, 1909, P.L. 408, as amended, the Department of State is authorized and required to issue a

### CERTIFICATE OF MERGER

evidencing the merger of two or more corporations into one of such corporations under the provisions of that law:

AND WHEREAS, The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by THE BANGOR WATER COMPANY, BERWICK WATER COMPANY, BIGLERVILLE WATER COMPANY, THE CANAWACTA WATER SUPPLY COMPANY, THE CLARK'S SUMMIT WATER COMPANY, THE CONSUMERS WATER COMPANY OF MONTROSE, PA., HALLSTEAD WATER COMPANY, MOSHANNON VALLEY WATER COMPANY, MOUNTAIN CITY WATER COMPANY, NORRISTOWN WATER COMPANY, NORTHUMBERLAND WATER COMPANY, PALMYRA WATER COMPANY, THOMPSON BOROUGH WATER COMPANY, YARDLEY WATER COMPANY, and WHITE DEER MOUNTAIN WATER COMPANY.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth, and under the authority of the foregoing Act, approved May 3, 1909, P.L. 408, as amended, I DO BY THESE PRESENTS, which I have caused to be sealed with the Great Seal of the Commonwealth, merge the above named corporations into and with the surviving corporation WHITE DEER MOUNTAIN WATER COMPANY, which name is hereby changed to

### KEYSTONE WATER COMPANY

which shall continue to be invested with and have and enjoy all the powers, privileges and franchises incident to a second-class corporation, and be subject to all the duties, requirements and restrictions specified and enjoined in and by the General Corporation Act of 1974 and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 31st day of July in the year of our Lord one thousand nine hundred and seventy-three and of the Commonwealth the one hundred and ninety-eighth.

*C. McLaughlin Tucker*

Secretary of the Commonwealth  
jmw

8708 995

# Commonwealth of Pennsylvania



## Department of State

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the terms of the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended, the Department of State is authorized and required to issue a

### CERTIFICATE OF MERGER

evidencing the merger of one or more corporations into one of such corporations under the provisions of that law; and

Whereas, The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by RIVERTON CONSOLIDATED WATER COMPANY and KEYSTONE WATER COMPANY

Therefore, Know Ye, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended, I DO BY THESE PRESENTS, which I have caused to be sealed with the Great Seal of the Commonwealth, merge the above named RIVERTON CONSOLIDATED WATER COMPANY with and into KEYSTONE WATER COMPANY, the surviving corporation, whose name is changed to PENNSYLVANIA-AMERICAN WATER COMPANY

which shall continue to be invested with and have and enjoy all the powers, privileges and franchises incident to a domestic business corporation, and be subject to all the duties, requirements and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

Given

Effective: January 1, 1987  
under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 22nd day of December in the year of our Lord one thousand nine hundred and eighty-six and of the Commonwealth the two hundred eleventh.



By the Commonwealth

8-05  
Commonwealth of Pennsylvania



Department of State

To All in Whom These Presents Shall Come, Greeting:

Whereas, Under the terms of the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF MERGER

evidencing the merger of one or more corporations into one of such corporations under the provisions of that law; and

Whereas, The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by PENNSYLVANIA-AMERICAN WATER COMPANY and WESTERN PENNSYLVANIA WATER COMPANY

Therefore, I, *James G. Blount*, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended, I DO BY THESE PRESENTS, which I have caused to be sealed with the Great Seal of the Commonwealth, merge the above named PENNSYLVANIA-AMERICAN WATER COMPANY with and into WESTERN PENNSYLVANIA WATER COMPANY, the surviving corporation

which shall continue to be invested with and have and enjoy all the powers, privileges and franchises incident to a domestic business corporation, and be subject to all the duties, requirements and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

Given

Effective: February 1, 1989 at 12:01 A.M.  
under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 26th day of January in the year of our Lord one thousand nine hundred and eighty-nine and of the Commonwealth the two hundred thirteenth.

*James G. Blount*

Secretary of the Commonwealth

89051250

336369

(Line for numbering)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

Filed this 26 day of JAN, 1989  
Commonwealth of Pennsylvania  
Department of State  
*James J. Blumenthal*  
EFFECTIVE Feb 1, 1989  
at 12:01 AM  
Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of section 903 of the Business Corporation Law, act of May 5, 1933 (364) (15 P. S. §1903), the undersigned corporations, desiring to effect a merger, hereby certify that:

the name of the corporation surviving the merger is:

upon the merger's becoming effective, the name of Western Pennsylvania Water Company shall become Pennsylvania-American Water Company  
check and complete one of the following):

☒ The surviving corporation is a domestic corporation and the location of its registered office in Commonwealth is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

0 West Hersheypark Drive (NUMBER) (STREET)  
Hershey (CITY) Pennsylvania (STATE) 17033 (ZIP CODE)

☐ The surviving corporation is a foreign corporation incorporated under the laws of \_\_\_\_\_ (NAME OF JURISDICTION) and the location of its office registered with such domiciliary jurisdiction is:

\_\_\_\_\_  
(NUMBER) (STREET)  
\_\_\_\_\_  
(CITY) (STATE) (ZIP CODE)

name and the location of the registered office of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Pennsylvania-American Water Company  
800 West Hersheypark Drive  
Hershey, PA 17033

890512 1

DSCE:SC1-001 (Rev. 6-72)-2

4. (Check, and if appropriate, complete one of the following):

- ☐ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.
- ☒ The plan of merger shall be effective on February 1, 1989 at 12:01 a.m.  
(DATE) (HOUR)

3. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

| NAME OF CORPORATION                 | MANNER OF ADOPTION                                                                                                                                                                                                                           |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pennsylvania-American Water Company | Approved by a consent or consents in writing, setting forth the action so taken, signed by all of the shareholders entitled to vote thereon, and filed with the secretary of the corporation.                                                |
| Western Pennsylvania Water Company  | Approved by the affirmative vote of the shareholders entitled to vote thereon at a meeting called after at least ten days' written notice to all shareholders of record whether or not entitled to vote thereon, setting forth such purpose. |

~~(Strike out this paragraph if no foreign corporation is party to the merger.) The plan was authorized, adopted or approved, as the case may be, by the foreign corporation (or each of the foreign corporations) in accordance with the laws of the jurisdiction in which it was formed.~~

The plan of merger is set forth in Exhibit A, attached hereto and made a part hereof.

~~(Strike out this paragraph if the surviving corporation is a domestic corporation.) The Secretary of the Commonwealth and his successor in office is hereby designated as the true and lawful attorney of the surviving corporation upon whom may be served all lawful process in any action or proceeding against the surviving corporation for enforcement against it of any obligation of any constituent domestic corporation or any obligation from the merger proceedings or any action or proceeding to determine and enforce the rights of any shareholder under the provisions of section 908 of the Business Corporation Law. The surviving corporation agrees that the service of process upon the Secretary of the Commonwealth shall be of the same legal effect and validity as if served on the corporation, and that the authority for such service of process shall be in force as long as any of the aforesaid obligations and rights remain outstanding in this Common-~~

RECEIVED  
89 JAN 26 PM 2:00

89051252

ICE:501-503 (Rev. 8-72)-5

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed this 26th day of January, 1989.

WESTERN PENNSYLVANIA WATER COMPANY

(NAME OF CORPORATION)

By:

(SIGNATURE)

President

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

esl:

(SIGNATURE)

Secretary

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

CORPORATE SEAL

PENNSYLVANIA-AMERICAN WATER COMPANY

(NAME OF CORPORATION)

By:

(SIGNATURE)

President

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

sl:

(SIGNATURE)

Secretary

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

CORPORATE SEAL

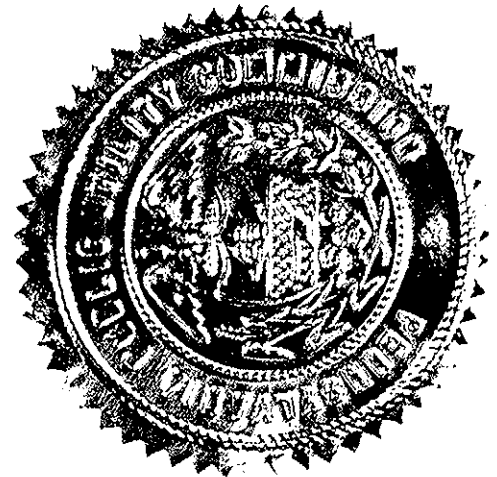
# PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-212285F2002

Joint Application of Pennsylvania-American Water Company ("PAWC") and Pennsylvania Gas and Water Company ("PG&W") for approval of (1) the transfer, by sale of substantially all of the water works property and rights of PG&W to PAWC including the subdivision of transferred real estate; (2) the commencement by PAWC of water service in the certificated territory of PG&W; and (3) the abandonment by PG&W of water service to the public.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 14th day of December 1995.



*James S. Ayford*  
Secretary

Exhibit B

## ***PG&W WATER SERVICE TERRITORY***

PG&W distributes water to an area lying within the Counties of Wayne, Susquehanna, Lackawanna, and Luzerne which includes the cities of Carbondale, Nanticoke, Pittston, Scranton, and Wilkes-Barre, and 62 municipalities listed as follows:

|               |                     |                 |
|---------------|---------------------|-----------------|
| Townships of: | Carbondale          | Pittston        |
|               | Conyngham (portion) | Plains          |
|               | Fairview            | Plymouth        |
|               | Hanover             | Rice            |
|               | Hunlock             | Salem (portion) |
|               | Jackson (portion)*  | Scott           |
|               | Jenkins             | South Abington  |
|               | Kingston            | Union (portion) |
|               | Newport             | Wilkes-Barre    |
|               | North Abington      | Wright          |

|              |              |               |
|--------------|--------------|---------------|
| Boroughs of: | Archbald     | Laurel Run    |
|              | Ashley       | Luzerne       |
|              | Avoca        | Mayfield      |
|              | Blakely      | Moosic        |
|              | Courtdale    | Old Forge     |
|              | Dallas       | Olyphant      |
|              | Dickson City | Plymouth      |
|              | Dupont       | Pringle       |
|              | Dunmore      | Shickshinny   |
|              | Duryea       | Sugar Notch   |
|              | Edwardsville | Swoyersville  |
|              | Exeter       | Taylor        |
|              | Forest City  | Throop        |
|              | Forty Fort   | Vandling      |
|              | Hughestown   | Warrior Run   |
|              | Jermyn       | West Pittston |
|              | Jessup       | West Wyoming  |
|              | Kingston     | Wyoming       |
|              | Laflin       | Yatesville    |
|              | Larksville   |               |

Villages of: Richmondale (Fell Twp.)  
Simpson (Fell Twp.)  
Browndale (Clinton Twp.)

---

\*PG&W currently provides water service to two ratepayers in a portion of Jackson Township. PG&W has learned that said water service is not within PG&W's certificated water service territory. PG&W plans to file an application with the Commission to add said portion of Jackson Township to its certificated water service territory.



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

EXHIBIT D-1  
Page 32 of 34

IN REPLY PLEASE  
REFER TO OUR FILE

December 14, 1995

A-212285F2002

■  
VELMA A REDMOND ESQUIE  
PA-AMERICAN WATER COMPANY  
800 WEST HERSHEY PARK DRIVE  
HERSHEY PA 17033-0888  
■

DOCKETED  
JAN 24 1996

Application of PA-American Water Company and Pennsylvania Gas & Water Co.

---

To Whom It May Concern:

This is to advise you that an Order has been adopted by the Commission in Public Meeting on December 14, 1995 in the above entitled proceeding.

An Order has been enclosed for your records.

Very truly yours,

John G. Alford  
Secretary

Enclosure  
Certified Mail  
JEP

DOCUMENT  
FOLDER

KJR

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265

Public Meeting held December 14, 1995

Commissioners Present:

John M. Quain, Chairman  
Lisa Crutchfield, Vice Chairman, Statement attached  
John Hanger, Statement attached  
David W. Rolka  
Robert K. Bloom

Joint Application of  
Pennsylvania-American Water  
Company ("PAWC") and  
Pennsylvania Gas and Water  
Company ("PG&W") for approval  
of (1) the transfer, by sale,  
of substantially all of the  
water works property and  
rights of PG&W to PAWC  
including the subdivision of  
transferred real estate;  
(2) the commencement by PAWC  
of water service in the  
certificated territory of  
PG&W; and (3) the abandonment  
by PG&W of water service to  
the public

Docket No.  
A-212285F2002

DOCKETED  
JAN 24 1996

ORDER

DOCUMENT  
FOLDER

BY THE COMMISSION:

We adopt as our action the Initial Decision of  
Administrative Law Judge Richard M. Lovenwirth dated  
December 4, 1995; THEREFORE,

IT IS ORDERED:

1. That the Joint Application of Pennsylvania Gas and  
Water Company and Pennsylvania American Water Company filed on  
June 30, 1995 at A-212285F2002, as modified by a Joint Petition for  
Settlement filed on November 8, 1995, be and is hereby APPROVED.

2. That Pennsylvania Gas and Water Company and Pennsylvania American Water Company shall implement all terms of the Asset Purchase Agreement dated April 26, 1995, filed with this Commission as Exhibit "A" to the Joint Application docketed at A-212285F2002, and shall implement all terms of the Joint Petition for Settlement, which is hereby APPROVED, by the prompt implementation of all terms, including the prompt execution and filing of all instruments, tariffs and deeds, PAWC's new tariffs to become effective upon the issuance to it of a certificate of public convenience.

3. That a certificate of public convenience shall issue to Pennsylvania Gas and Water Company upon certification by Joint Applicants filed with this Commission that ordering paragraph 2 has been complied with, authorizing it to surrender the provision of water service to the public; and contemporaneously with the issuance of said certificate a certificate of public convenience shall issue to Pennsylvania American Water Company, authorizing it to provide water service to the public for compensation within the entire geographic area wherein Pennsylvania Gas and Water Company was authorized by its certificates of public convenience to render such service.

4. That the transfer of the real estate described in Appendix "A" of the Initial Decision, which is incorporated therein and made a part thereof, from Pennsylvania Gas and Water Company to Pennsylvania American Water Company, be and is hereby approved, including transfers of realty which constitute a subdivision of larger parcels of real estate.

BY THE COMMISSION,



John G. Alford  
Secretary

(SEAL)

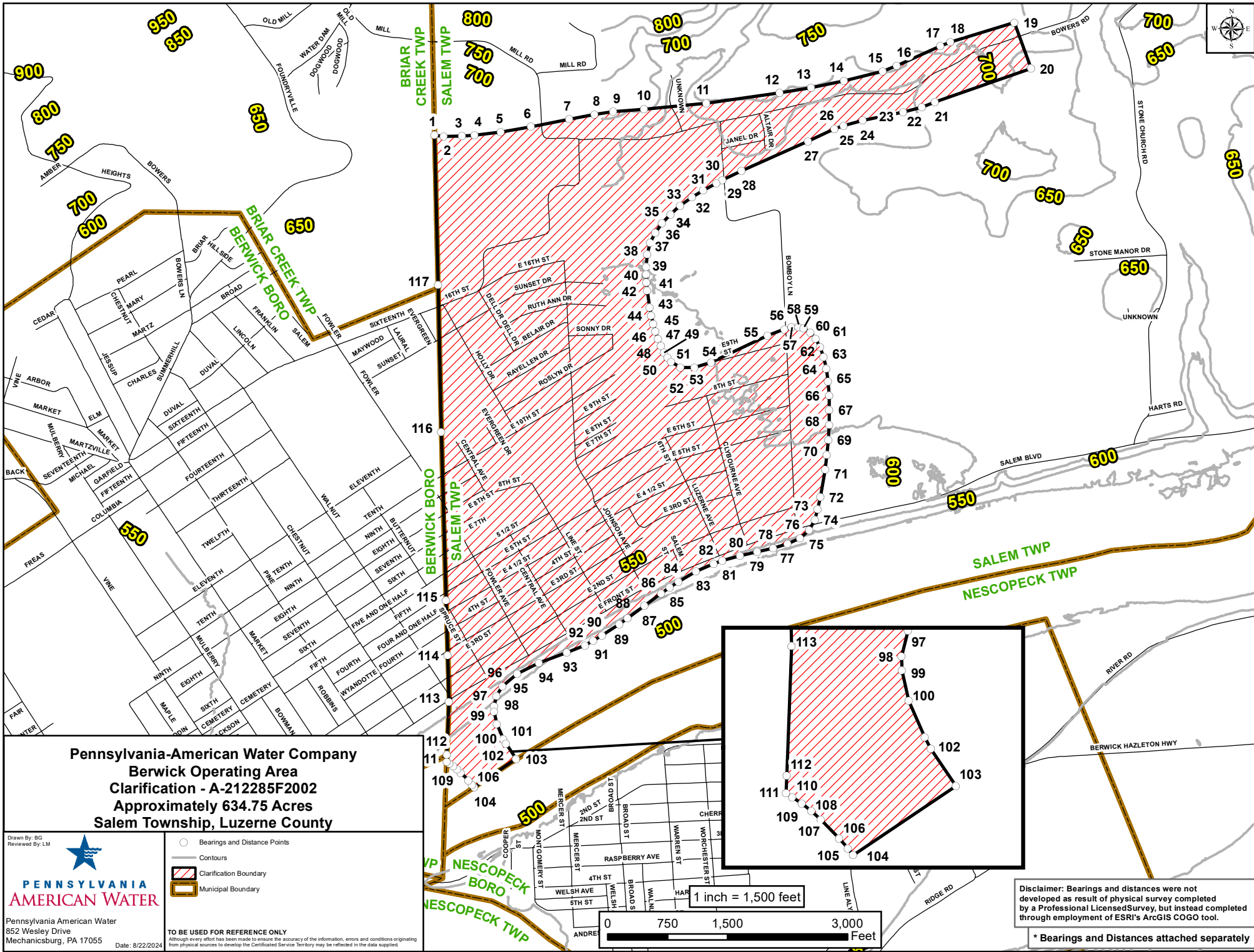
ORDER ADOPTED: December 14, 1995

ORDER ENTERED: DEC 14 1995

Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit D-2**

Map that Clarifies Certificated Service Territory Approved at Docket No. A-212285F2002 in Salem Township, Luzerne County



Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit D-3**

Bearings and Distances that Clarifies Certificated Service Territory Approved at  
Docket No. A-212285F2002 in Salem Township, Luzerne County

## EXHIBIT D-3

| Starting Point<br>X: -76.2287310092369<br>Y: 41.0766330498579 |    |             |          |
|---------------------------------------------------------------|----|-------------|----------|
| From                                                          | To | Bearing     | Distance |
| 1                                                             | 2  | S83°31'12"E | 117.78   |
| 2                                                             | 3  | N89°44'48"E | 230.01   |
| 3                                                             | 4  | N86°19'35"E | 155.86   |
| 4                                                             | 5  | N82°33'18"E | 331.22   |
| 5                                                             | 6  | N80°05'28"E | 378.96   |
| 6                                                             | 7  | N78°57'21"E | 487.74   |
| 7                                                             | 8  | N79°39'01"E | 322.93   |
| 8                                                             | 9  | N81°26'22"E | 239.20   |
| 9                                                             | 10 | N84°57'17"E | 386.01   |
| 10                                                            | 11 | N84°32'07"E | 784.02   |
| 11                                                            | 12 | N82°08'49"E | 922.19   |
| 12                                                            | 13 | N79°59'06"E | 399.12   |
| 13                                                            | 14 | N78°27'54"E | 420.38   |
| 14                                                            | 15 | N76°13'20"E | 497.89   |
| 15                                                            | 16 | N68°46'41"E | 190.75   |
| 16                                                            | 17 | N65°38'30"E | 597.47   |
| 17                                                            | 18 | N68°51'50"E | 132.78   |
| 18                                                            | 19 | N72°49'10"E | 839.02   |
| 19                                                            | 20 | S19°54'49"E | 611.66   |
| 20                                                            | 21 | S70°47'57"W | 1,278.94 |
| 21                                                            | 22 | S68°20'56"W | 170.82   |
| 22                                                            | 23 | S74°55'03"W | 244.23   |
| 23                                                            | 24 | S78°14'04"W | 512.06   |
| 24                                                            | 25 | S75°03'15"W | 249.65   |
| 25                                                            | 26 | S70°19'21"W | 119.93   |
| 26                                                            | 27 | S64°47'25"W | 366.11   |
| 27                                                            | 28 | S66°09'53"W | 906.92   |
| 28                                                            | 29 | S64°12'08"W | 266.14   |
| 29                                                            | 30 | S63°13'35"W | 87.15    |
| 30                                                            | 31 | S61°01'42"W | 185.51   |
| 31                                                            | 32 | S58°06'46"W | 165.82   |
| 32                                                            | 33 | S54°35'04"W | 183.77   |
| 33                                                            | 34 | S49°25'40"W | 162.20   |
| 34                                                            | 35 | S43°11'23"W | 153.58   |
| 35                                                            | 36 | S35°21'20"W | 146.01   |
| 36                                                            | 37 | S25°48'30"W | 140.87   |
| 37                                                            | 38 | S14°17'26"W | 148.69   |

| From | To | Bearing     | Distance |
|------|----|-------------|----------|
| 38   | 39 | S4°47'39"W  | 157.97   |
| 39   | 40 | S0°14'03"W  | 93.91    |
| 40   | 41 | S2°18'47"E  | 99.14    |
| 41   | 42 | S4°37'20"E  | 103.02   |
| 42   | 43 | S7°54'03"E  | 212.20   |
| 43   | 44 | S11°12'26"E | 106.49   |
| 44   | 45 | S13°35'22"E | 104.95   |
| 45   | 46 | S16°13'41"E | 102.12   |
| 46   | 47 | S19°15'12"E | 98.05    |
| 47   | 48 | S22°50'29"E | 92.85    |
| 48   | 49 | S27°14'28"E | 86.66    |
| 49   | 50 | S32°48'48"E | 79.73    |
| 50   | 51 | S40°04'48"E | 72.48    |
| 51   | 52 | S58°32'27"E | 137.44   |
| 52   | 53 | N89°05'43"E | 171.79   |
| 53   | 54 | N72°43'20"E | 219.13   |
| 54   | 55 | N64°32'22"E | 780.03   |
| 55   | 56 | N69°07'15"E | 225.67   |
| 56   | 57 | N77°07'27"E | 95.00    |
| 57   | 58 | N86°47'42"E | 81.72    |
| 58   | 59 | S77°43'12"E | 70.33    |
| 59   | 60 | S57°28'19"E | 96.75    |
| 60   | 61 | S40°22'42"E | 105.16   |
| 61   | 62 | S27°51'26"E | 118.73   |
| 62   | 63 | S19°00'51"E | 133.92   |
| 63   | 64 | S12°39'42"E | 148.64   |
| 64   | 65 | S7°56'03"E  | 161.77   |
| 65   | 66 | S4°16'37"E  | 172.67   |
| 66   | 67 | S1°20'13"E  | 180.98   |
| 67   | 68 | S1°06'59"W  | 186.49   |
| 68   | 69 | S3°14'30"W  | 189.05   |
| 69   | 70 | S5°09'24"W  | 188.59   |
| 70   | 71 | S6°57'23"W  | 185.04   |
| 71   | 72 | S9°37'36"W  | 346.90   |
| 72   | 73 | S12°37'07"W | 155.65   |
| 73   | 74 | S15°03'17"W | 139.64   |
| 74   | 75 | S28°09'27"W | 149.25   |
| 75   | 76 | S50°09'03"W | 150.50   |
| 76   | 77 | S65°09'05"W | 168.05   |
| 77   | 78 | S73°22'24"W | 189.17   |
| 78   | 79 | S76°54'03"W | 207.25   |

| From | To  | Bearing     | Distance |
|------|-----|-------------|----------|
| 79   | 80  | S77°04'58"W | 219.84   |
| 80   | 81  | S74°29'19"W | 226.79   |
| 81   | 82  | S70°52'32"W | 114.63   |
| 82   | 83  | S65°41'06"W | 241.68   |
| 83   | 84  | S59°48'58"W | 256.40   |
| 84   | 85  | S56°38'50"W | 129.67   |
| 85   | 86  | S55°10'08"W | 130.42   |
| 86   | 87  | S53°51'32"W | 261.94   |
| 87   | 88  | S53°34'59"W | 261.13   |
| 88   | 89  | S54°29'02"W | 129.37   |
| 89   | 90  | S56°32'24"W | 254.83   |
| 90   | 91  | S59°36'06"W | 125.10   |
| 91   | 92  | S62°20'52"W | 123.48   |
| 92   | 93  | S67°35'12"W | 242.74   |
| 93   | 94  | S69°39'19"W | 370.29   |
| 94   | 95  | S63°00'01"W | 302.99   |
| 95   | 96  | S50°15'41"W | 241.88   |
| 96   | 97  | S32°23'44"W | 138.16   |
| 97   | 98  | S13°40'09"W | 134.17   |
| 98   | 99  | S0°30'53"E  | 71.09    |
| 99   | 100 | S12°51'40"E | 159.53   |
| 100  | 101 | S23°26'28"E | 204.36   |
| 101  | 102 | S28°32'11"E | 67.16    |
| 102  | 103 | S33°59'02"E | 228.07   |
| 103  | 104 | S56°05'27"W | 632.72   |
| 104  | 105 | N38°44'14"W | 43.02    |
| 105  | 106 | N40°36'36"W | 67.47    |
| 106  | 107 | N44°32'29"W | 133.78   |
| 107  | 108 | N48°32'07"W | 64.78    |
| 108  | 109 | N51°24'02"W | 62.33    |
| 109  | 110 | N54°35'33"W | 59.13    |
| 110  | 111 | N58°18'18"W | 38.44    |
| 111  | 112 | N2°04'27"E  | 89.77    |
| 112  | 113 | N2°11'38"E  | 661.67   |
| 113  | 114 | N1°36'39"W  | 580.93   |
| 114  | 115 | N1°47'00"W  | 688.79   |
| 115  | 116 | N1°33'53"W  | 2,106.15 |
| 116  | 117 | N1°19'31"W  | 1,841.80 |
| 117  | 1   | N1°22'29"W  | 1,870.26 |

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit E**

Water Facilities Line Extension Agreement of  
Pennsylvania-American Water Company

**WATER FACILITIES LINE EXTENSION AGREEMENT**

**(“Agreement”)**

**between**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**and AMAZON DATA SERVICES, INC.**

**EXHIBITS**

Exhibit A – Development Description

Exhibit B – Water Facilities Description

Exhibit C – Estimated Construction Cost

Exhibit D – Water Facilities Plan Specifications

Exhibit E – Form: Rights-of-Way and Easements

Exhibit F – Release of Liens

Exhibit G – Sample: American Water Certificate of Insurance 

Agreement No. \_\_\_\_\_

### WATER FACILITIES LINE EXTENSION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **PENNSYLVANIA-AMERICAN WATER COMPANY**, a Pennsylvania corporation with offices at \_\_\_\_\_ (hereinafter referred to as the "Company") and **AMAZON DATA SERVICES, INC.**, with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Applicant"), governed by NDA with parent company (American Water Works Service Company) dated March-18-2019.

#### WITNESSETH:

WHEREAS, Applicant proposes to construct \_\_\_\_\_ (# of units) in \_\_\_\_\_ phases known as \_\_\_\_\_ (Development Name) \_\_. This agreement is for Phase \_\_\_\_\_ and it shall consist of \_\_\_\_\_ (# of units). \_\_\_\_\_ (Development Name) will be constructed on a parcel located in \_\_\_\_\_ Township, \_\_\_\_\_ County, Pennsylvania, all as shown and described on Exhibit A, attached hereto and made a part hereof and hereinafter referred to as "**Development**"; and

WHEREAS, the Company is a public water utility having a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC" or "Commission") for a service area that includes the Development and is following the terms of Section 23 of the Rules and Regulations in its approved water tariff; and

WHEREAS, Applicant desires that the Company furnish water service to the Development pursuant to the terms and conditions contained herein; and

WHEREAS, the Company is willing to furnish public utility water service to and within the Development through a direct connection to its existing water system; and

WHEREAS, to meet the public utility water service needs of the Development, certain water mains and associated appurtenances (hereinafter collectively referred to as the "Water Facilities"), as described on Exhibit B, attached hereto and made a part hereof, must be designed and constructed; and

WHEREAS, Applicant is willing to arrange and pay for the design, construction and installation of the Water Facilities.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals or "Whereas" clauses are incorporated herein by reference.
2. Applicant shall design, construct, and install or cause to be designed, constructed, and installed, at no cost to the Company, the Water Facilities including, but not limited to costs of: engineering, field location of existing facilities, materials, labor, legal matters, water used, transportation, equipment, necessary permits and approvals, testing, disinfection, corrections, preparation of as-built drawings, insurance, and bonds. Said Water Facilities shall consist of water transmission mains, distribution mains, valves, valve boxes, fittings, fire hydrants, street service connections to the property line on each lot shown on Exhibits B, and all other material and equipment. The meter pit shall be furnished by the Applicant and remain the property of the Applicant. The Company shall furnish a water meter per its tariff. If booster pumps and/or storage tanks are required, these facilities shall be administered under a separate agreement. The Applicant agrees that the installation and materials selected for the extension shall conform to the Company's specifications and shall be installed by the Company's pre-qualified contractor that is retained by the Applicant. During the course of construction and anytime thereafter, the applicant agrees that only PAWC personnel may turn valves or operate facilities associated with this agreement. The Applicant's cost for the design, construction, and installation of said Water Facilities shall be subject to refund pursuant to the provisions of paragraph 14 of this Agreement.

Prior to beginning construction, the Applicant shall provide estimated construction costs for the Water Facilities in a manner provided for in Exhibit C. The Company must approve the Applicant's estimated construction costs.

If permits, zoning, or other approvals are required of the Company to complete the construction of the Water Facilities, then the Company, based on its sole determination that it is necessary for the Company to apply for said permit, zoning or other approval, shall sign for and/or apply for such permits, zoning and other approvals as required by the approving authority.

3. ENGINEERING AND INSPECTION FEES: Upon execution of this Agreement, the Applicant shall advance to the Company \$\_\_\_\_\_, the estimated cost of the administration, engineering, inspection, and preparation of as-built drawings including locating the Water Facilities by global position system (GPS) (hereinafter referred to as "E & I") of the Water Facilities. Upon completion of the installation of the extension, the Company will provide the actual costs of E & I to the Developer. If the advance provided is less than the actual costs, the Developer shall provide the difference between the actual and the advance to the Company within ten (10 days) of notice. In the event that the advance exceeded the actual charges, the Company will refund any excess amount deposited. The Company will not issue refunds where Applicant owes additional E & I Costs to the Company.

4. Upon execution of this Agreement, Applicant will provide a contribution and advance to the Company in the sum of \$5,000,000 for facilities to be constructed by the Company. This contribution includes \$3,800,000 for a new 1.5MG water storage tank at the existing Company storage tank property and \$1,200,000 for additional PFAS treatment capacity at a proposed PFAS water treatment facility to be constructed by the Company. Construction of the additional storage tank and PFAS treatment facility is tentatively anticipated to be completed by December 31, 2027.

5. The Company, at its sole option and cost, reserves the right to "oversize" said Water Facilities. If the Company exercises the right to oversize, it shall pay for the difference in

the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.

6. Applicant shall prepare all applications or other documentation necessary to obtain all requisite permits, zoning and other approvals for the construction of said Water Facilities. Applicant and its contractors shall comply with all conditions imposed in all permits. All plans, specifications, construction, and installation of said Water Facilities shall be in accordance with good utility practices, conform to the specifications contained in Exhibit D, attached hereto and made a part hereof, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover as well as requirements of the local PAWC Operating district. Any required approvals shall be in writing. Additionally, all of said plans and specifications shall have the written approval of the Company before construction is commenced. Approval by the Company will not be unreasonably withheld or delayed.

7.  Applicant acknowledges that it is required to install an approved pressure reducing valve as per the Company specifications if the water pressure exceeds 100 psig. In addition, Applicant agrees that it and/or any successor builder will comply with the Pennsylvania “Plumbing System Lead Ban and Notification Act” and any regulation related to lead-free plumbing enacted by the Pennsylvania Department of Environmental Protection.

8. For Water Facilities constructed under this Agreement, Applicant agrees that no customer owned service line shall be installed and connected to the Water Facilities unless a signed application for water service is on file with the Company. Applicant acknowledges that an application for water service will not be approved by the Company until Applicant provides adequate security and protection for a water meter, or an approved meter vault has been installed and inspected and approved by the Company. Applicant further acknowledges that it and/or a subsequent builder, agent, subcontractor, or assignee who unlawfully connects and activates any water service line, and uses water without complying with the requirements contained in this

paragraph 7, may be subject to criminal prosecution for theft of service, as provided for in the Pennsylvania Criminal Code.

9. Applicant shall comply with the inspection and testing requirements of the Company for said Water Facilities, which requirements shall be reasonable and shall not cause Applicant unwarranted delays in the ordinary course of construction. Applicant shall provide the Company with not less than 24-hour notice when the Water Facilities are ready for inspection and testing, and the Company shall inspect promptly after being so notified. Applicant shall be responsible for payment of all water used in the water main testing and construction. In addition, Applicant shall be responsible for the payment of any disinfection that is necessary. The Company specifically reserves the right to withhold acceptance of said Water Facilities unless said facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to the Company upon inspection and testing. Upon request by the Company, Applicant agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship made subsequent to its inspection and for two (2) years following the Company's written acceptance of said Water Facilities. Nothing herein shall relieve or limit Applicant's responsibility and liability for construction and installation of said Water Facilities in accordance with the terms of this Agreement.

10.  In consideration of the Company's commitment to provide potable water service to the Development and in accordance with the Company's approved tariff, all materials installed, facilities constructed, and equipment provided, through the efforts of the Applicant, in connection with construction of the Water Facilities, under this Agreement, and placed in service shall become the sole property of the Company as installed, and full legal and equitable title thereto shall be then vested in the Company, free and clear of all liens, without the requirement of any written document of transfer to the Company. However, Applicant agrees to execute or cause to be executed promptly such documents as the Company may request to evidence good and merchantable title to said Water Facilities free and clear of all liens. All risk of loss shall be with

Applicant until written acceptance of said Water Facilities, or any portions thereof, by the Company. Thereafter, risk of loss shall be with the Company. Applicant shall repair or cause to be repaired promptly, at no cost to the Company, all damage to the Water Facilities caused by construction operations within the Development until all Development construction for the Applicant has been completed. After the Company has placed in service and accepted in writing the Water Facilities, it will maintain, repair, and replace the Water Facilities as needed subject to the warranty provisions of the Agreement.

11. Applicant shall, at no cost to the Company, grant or cause to be granted to the Company perpetual rights-of-way and easements for said Water Facilities in the form contained in Exhibit E attached hereto and made a part hereof. These rights-of-way and easements shall be provided to the Company at time of execution of this Agreement. Upon execution of the rights-of-way or easements, the Company will return the document(s) to the Applicant. The Applicant shall record the document(s) with the County's Recorder of Deeds and return one copy of the recorded document to the Company.

It shall be the obligation of the Applicant to furnish an executed private or public fire hydrant agreement, when required, at the time of execution of this Agreement.

12. Applicant at the request of the Company, shall have its Water Facilities contractor execute a Stipulation Waiver of Right to File Liens as shown on Exhibit F. This Stipulation, if required, shall be provided to the Company at time of execution of this Agreement.

13. Applicant shall, within sixty (60) days of acceptance of the Water Facilities by the Company, furnish the Company with the following:

Copies of all bills, invoices, and other statements of expenses incurred by Applicant (or others), covering all of the costs of materials, equipment, engineering, supplies, construction, and installation of the Water Facilities evidencing Applicant's amount of payments to all contractors, subcontractors, vendors for all materials, equipment, supplies, labor, and other costs of construction of the Water Facilities.

14. It is mutually understood and agreed that the charges for water service to the residents of the Development shall be at the applicable rates of the Company on file with the PUC, which rates are subject to change from time to time upon application of the Company and as approved by the PUC.

15. The cost of design, construction, and installation of the Water facilities, as evidenced by invoices furnished in paragraph 13, shall be advances in aid of construction subject to refunds by the Company to Applicant. The Company hereby agrees to refund to the Applicant, during the period of ten years from the execution date of this Agreement, a per customer refund amount for each additional customer for whom a street service connection shall be directly connected to the Water Facilities. The per customer refund, for a residential customer, shall be determined as follows: for each street service connection made for a residential customer, the refund will be three times the average annual revenue of a residential customer. The average annual revenue for residential customers will be based upon the calculation set forth in the Company's last approved base rate case. The refund per residential customer will be \$\_\_\_\_\_. For non-residential customers, the refund shall be equal to the actual revenue the Company receives for the first twelve months of water sales to that specific customer.

In order to be entitled to refunds, Applicant must be in compliance with the terms and conditions of this Water Facilities Line Extension Agreement. The Company may refuse to provide earned refunds where Applicant owes additional dollars to the Company for the project in this Agreement or any other Water Facilities Extension Agreement. Notwithstanding the foregoing, however, the total amount refunded shall not exceed the final construction costs of the Water Facilities. The Applicant may request refunds per Paragraph 15, once in each calendar quarter, furnishing the Company, at such time, a listing of additional customers. However, the failure on the part of the Applicant to make such a request shall not constitute a waiver of any rights hereunder to relieve the Company of the obligation to make refunds with reasonable promptness.

16.  Prior to the commencement of construction of the Water Facilities, Applicant's contractor, having responsibility for the installation of the Water Facilities, shall furnish the Company with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:

(i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.

(ii) Comprehensive general liability insurance, including operations and protective liability coverage, with limits of not less than Four Million Dollars (\$4,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. PENNSYLVANIA-AMERICAN WATER COMPANY shall be named an additional insured under this policy.

(iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of \$1,000,000, in connection with the work contemplated by this Agreement. (iv) All other coverage and Waiver of Subrogation as set forth in the attached Exhibit G American Water Certificate of Insurance Sample.

17.  Applicant agrees that it will not request water service to the Development and service will not be provided prior to acceptance of the Water Facilities by the Company.

18. Upon acceptance of the Water Facilities by the Company, the Company agrees to provide up to 1042 gallons per minute during Company average day demand conditions and limited to 722 gallons per minute during maximum demand conditions within the Company

distribution system, subject to the limitations described in Paragraph 19 below. Applicant agrees to a minimum usage of 29 gallons per minute (average per day) including other estimated customer usage on the Water Facilities to maintain water quality.

19. The Company will endeavor to maintain satisfactory and continuous service, but does not guarantee a continuous supply of water service. The Company shall not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service, or any claims arising under or out of this Agreement caused by Acts of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or actions, or any order of any commission or tribunal having jurisdiction in the premises; or, without limitation by preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in the Company's water production, storage, transmission, or distribution facilities.

20.  Applicant hereby agrees to hold and save the Company harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which the Company shall or may, at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of the Applicant, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Applicant hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Applicant, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of the Company or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 18, Applicant will assume the Company's defense at Applicant's expense and will pay all final judgments rendered thereon.

21. Applicant shall prepare and submit to the Company all necessary data, redlined drawings, and electronic drawings within ninety days after acceptance of Water Facilities. The record drawings files shall conform to the Company's AutoCAD standards, a coordinate correct AutoCAD format using PA State Plane coordinate system South, NAD83, U.S., ft. Field data information, sketches, working drawings, if applicable, provided by the Company are to be incorporated into the record drawings. The record drawings shall include all of the above and below grade changes from the original design drawings. Changes made to reflect the "as-installed" conditions shall be made in the same level of detail and to the same degree of drafting quality as the original design drawings. The consultant shall submit three (3) hard copies of the record drawings. Record drawings will be in the PA State Plane coordinate system South, NAD 83, U.S., ft. X, Y, and Z coordinates are required in an Excel format. The locations, by reference to fixed objects which will not be obscured by storm or snow, and respective sizes of all Water Facilities must be shown. As-Built Drawings and AutoCAD files are to be provided indicating the location of the main and permanent site features, including field sketches of main line valves, fittings, service valves by lot number, hydrant valves, and appurtenances thereto and also, indicating the location of any easements. Water pipeline markers are to be installed in rights-of-way area along water main at each valve location. All measurements must be taken from permanent structures. The Company will verify the Applicant's as-builts using GPS.

22.  The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

23. Communications hereunder shall be sent to Applicant, addressed as follows:

---

---

---

or to such other address as Applicant may advise the Company in writing, and to the Company at:

PENNSYLVANIA-AMERICAN WATER COMPANY

---

---

or to such other address as the Company may advise Applicant in writing.

24. It is agreed that the Company is not an agent of Applicant and shall not incur any costs or expenses on behalf of Applicant, and that Applicant is not an agent of the Company and shall not incur any costs or expenses on behalf of the Company.

25. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

26. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related. There are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties in order to be enforceable.

27. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. However, Applicant shall not assign its rights, obligations, and interests in this Agreement without prior written notice to and the written approval from the Company. Such approval shall not be unreasonably withheld. The provisions of this Agreement concerning refunds shall not require the Company to allocate the refund to more than one assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

[SIGNATURES APPEAR ON THE NEXT PAGE]

THE COMPANY:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPLICANT:

 \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Development Description**

**Exhibit B**  
**Water Facilities Description**

**Exhibit C**  
**Estimated Construction Cost**

**Exhibit D**  
**Water Facilities Plan Specifications**

**Exhibit E**  
**Form: Rights-of-Way and Easements**

**Exhibit F**  
**Stipulation Waiver of Right to File Lien**

**Not Required**

**Exhibit G**  
**Sample: American Water Certificate of Insurance**

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit F**

Project Costs for the Line Extension in Applied for Service Territory

Piano Man Pipeline  
Confidential Client  
Opinion of Probable Constrction Cost - 1 PD

|                      |                                                                              |
|----------------------|------------------------------------------------------------------------------|
| Project name         | Piano Man Pipeline 1PD<br>US Route 11<br>Salem Township<br>PA 18603          |
| Labor rate table     | NA-OPCC-24                                                                   |
| Equipment rate table | Bluebook-24                                                                  |
| QC Reviewer:         | Steve Hull                                                                   |
| QC Date:             | 8-06-2024                                                                    |
| Notes                | See Basis of Estimate for scope of work included and excluded from the OPCC. |
| Report format        | Sorted by 'Area/MF95Lvl02/Element'<br>'Element' summary<br>Allocate addons   |

| Spreadsheet Level                                                                                                  | Takeoff Quantity | Labor Hours | Labor Amount | Material Amount | Equip Amount | Sub Amount | Other Amount | Total Cost/Unit | Total Amount |
|--------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|-----------------|--------------|------------|--------------|-----------------|--------------|
| 0100 Piano Man Pipeline                                                                                            |                  |             |              |                 |              |            |              |                 |              |
| 02200 Demolition & Remediation                                                                                     |                  |             |              |                 |              |            |              |                 |              |
| 0100.02200.00000 Remove Curb and Gutter - Replace Same                                                             | 8,244.00 LF      | 1,286       | 86,443       | 15,071          | 43,321       | 267,930    |              | 50.07 /LF       | 412,765      |
| 0100.02200.01001 Asphalt Patch Trench                                                                              | 16,705.00 SY     | 1,068       | 67,810       | 452,439         | 60,292       | 119,133    |              | 41.88 /SY       | 699,674      |
| 0100.02200.01002 Asphalt Milling, Overlay & Striping                                                               | 49,615.00 SY     |             |              |                 |              | 1,564,609  |              | 31.54 /SY       | 1,564,609    |
| 02200 Demolition & Remediation                                                                                     | 8,244.00 LF      | 2,353       | 154,254      | 467,510         | 103,613      | 1,951,672  |              | 324.73 /LF      | 2,677,049    |
| 02500 Utility Services                                                                                             |                  |             |              |                 |              |            |              |                 |              |
| 0100.02500.01000 16" DIP WM (4.5FT Deep Bury), Pressure Class 250 Restraint Field Lok 350                          | 23,016.00 LF     | 10,859      | 673,562      | 4,617,915       | 506,793      | 34,524     |              | 253.42 /LF      | 5,832,793    |
| 0100.02500.02000 16" DIP WM Depressions Pressure Class 250 Restraint Field Lok 350                                 | 180.00 LF        | 306         | 20,650       | 52,608          | 8,212        |            |              | 452.61 /LF      | 81,470       |
| 0100.02500.02005 12" DIP WM (4.5FT Deep Bury), Pressure Class 350 Restraint Field Lok 350                          | 6,753.00 LF      | 3,087       | 190,724      | 911,086         | 145,898      | 10,130     |              | 186.26 /LF      | 1,257,837    |
| 0100.02500.02010 12" DIP WM Depressions Pressure Class 350 Restraint Field Lok 350                                 | 120.00 LF        | 105         | 7,101        | 48,956          | 3,422        |            |              | 495.67 /LF      | 59,480       |
| 0100.02500.02020 16" DIP WM Future Stubs Joint Pressure Class 250 Restraint Field Lok 350                          | 120.00 LF        | 125         | 8,373        | 82,278          | 4,248        |            |              | 790.82 /LF      | 94,899       |
| 0100.02500.02030 Fire Hydrant Assemblies Pressure Class 250 Restraint Field Lok 350                                | 17.00 EA         | 159         | 10,723       | 178,768         | 5,289        |            |              | 11,457.62 /EA   | 194,780      |
| 0100.02500.02040 ARV / Vault Assemblies                                                                            | 7.00 EA          | 396         | 26,750       | 66,869          | 13,019       |            |              | 15,233.91 /EA   | 106,637      |
| 0100.02500.02050 12" DIP WM Stream Crossing Pressure Class 350 Restraint Field Lok 350                             | 32.00 LF         | 67          | 4,505        | 11,819          | 2,200        |            |              | 578.88 /LF      | 18,524       |
| 0100.02500.02060 16" DIP WM Stream Crossing Pressure Class 250 Restraint Field Lok 350                             | 63.00 LF         | 18          | 1,221        | 40,665          | 647          |            |              | 675.13 /LF      | 42,533       |
| 0100.02500.03000 12" Bore with 20" STL Casing Across Tracks [STA 00+6] Pressure Class 350 Restraint Field Lok 350  | 92.00 LF         | 224         | 15,146       | 21,408          | 7,299        | 41,400     |              | 926.66 /LF      | 85,253       |
| 0100.02500.03010 12" Bore with 20" STL Casing Across Tracks [STA 32+67] Pressure Class 350 Restraint Field Lok 350 | 39.00 LF         | 224         | 15,146       | 9,878           | 7,299        | 18,875     |              | 1,312.76 /LF    | 51,198       |
| 0100.02500.03020 12" Bore with 20" STL Casing Across Tracks [STA 00+6] Pressure Class 350 Restraint Field Lok 350  | 45.00 LF         | 224         | 15,146       | 10,650          | 7,299        | 21,425     |              | 1,211.56 /LF    | 54,520       |
| 02500 Utility Services                                                                                             | 30,460.00 LF     | 15,794      | 989,048      | 6,052,899       | 711,625      | 126,354    |              | 258.70 /LF      | 7,879,924    |
| 05000 Div. 05 General Conditions                                                                                   |                  |             |              |                 |              |            |              |                 |              |
| 0100.05000.01000 Traffic Control Management [4 MO Budget Duration]                                                 | 4.00 MO          | 1,280       | 80,874       |                 | 113,400      | 12,500     |              | 51,693.56 /MO   | 206,774      |
| 05000 Div. 05 General Conditions                                                                                   | 4.00 MO          | 1,280       | 80,874       |                 | 113,400      | 12,500     |              | 51,693.56 /MO   | 206,774      |
| 0100 Piano Man Pipeline                                                                                            | 38,704.00 LF     | 19,427      | 1,224,176    | 6,520,409       | 928,638      | 2,090,525  |              | 278.10 /LF      | 10,763,748   |

Estimate Totals

| Description                                        | Amount     | Totals     | Hours      | Rate     | Percent of Total |
|----------------------------------------------------|------------|------------|------------|----------|------------------|
| Labor                                              | 1,224,176  |            | 19,426.877 |          | 8.02%            |
| Material                                           | 6,520,409  |            |            |          | 42.70%           |
| Subcontract                                        | 2,090,525  |            |            |          | 13.69%           |
| Equipment                                          | 928,638    |            | 16,218.299 |          | 6.08%            |
| Other                                              |            |            |            |          |                  |
| GRAND TOTAL DIRECT COST                            | 10,763,748 | 10,763,748 |            |          | 70.49%           |
| RISK ASSESSMENT MARK-UP's                          |            |            |            |          |                  |
| Construction Contingency                           | 1,076,375  |            |            | 10.000 % | 7.05%            |
| Escalation to Mid-Point (6-13-2025, 4 mos @ 4.00%) | 372,426    |            |            | 3.460 %  | 2.44%            |
| TOTAL INCLUDING RISK                               | 1,448,801  | 12,212,549 |            |          | 9.49%            |
| GENERAL REQUIREMENTS                               |            |            |            |          |                  |
| General Conditions Management                      | 305,314    |            |            | 2.500 %  | 2.00%            |
| General Conditions Temp Facilities                 | 61,063     |            |            | 0.500 %  | 0.40%            |
| General Conditions Equipment                       | 61,063     |            |            | 0.500 %  | 0.40%            |
| General Conditions Permits                         | 61,063     |            |            | 0.500 %  | 0.40%            |
| Sales Tax                                          | 446,943    |            |            | 6.000 %  | 2.93%            |
| Mobilization/Demobilization                        | 76,351     |            |            | 0.500 %  | 0.50%            |
| Testing Requirements                               | 30,531     |            |            | 0.250 %  | 0.20%            |
| TOTAL INCLUDING GC'S                               | 1,042,328  | 13,254,877 |            |          | 6.83%            |
| CONTRACTOR FEE                                     |            |            |            |          |                  |
| General & Administrative Costs                     | 795,293    |            |            | 6.000 %  | 5.21%            |
| Profit (Fee)                                       | 916,216    |            |            | 6.000 %  | 6.00%            |
| TOTAL INCLUDING FEE                                | 1,711,509  | 14,966,386 |            |          | 11.21%           |
| INSURANCES & BOND                                  |            |            |            |          |                  |
| Builders All Risk Insurance                        | 74,832     |            |            | 0.500 %  | 0.49%            |
| General Liability Insurance                        | 76,351     |            |            | 0.500 %  | 0.50%            |
| Payment & Performance Bond                         | 152,703    |            |            | 1.000 %  | 1.00%            |
| TOTAL CONSTRUCTION COST                            | 303,886    | 15,270,272 |            |          | 1.99%            |
| Total                                              |            | 15,270,272 |            |          |                  |



AMERICAN SOCIETY  
OF PROFESSIONAL  
ESTIMATORS

*This is to certify that*

**Danny Chadwick, CPE**

*Having given satisfactory evidence of the necessary qualifications as required by the Certifying Body of the American Society of Professional Estimators, has achieved recognition as a*

**Certified Professional Estimator (CPE)**



Robert Klein, CPE  
Certification Committee Chairman



Discipline 1.4 General Construction

CPE Number 1.4-000832-0811

CPE Original Issued 8/24/2011

Cycle End Date 12/31/2024

Mike Alsgaard, CPE  
ASPE National President

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit G**

Salem Township Ordinance – Mandatory Connection to Water System

TOWNSHIP OF SALEM  
Luzerne County, Pennsylvania

---

ORDINANCE NO. 2 of 2021

OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF SALEM, LUZERNE COUNTY, PENNSYLVANIA, ESTABLISHING A PUBLIC WATER SYSTEM AND REQUIRING ALL OWNERS OF IMPROVED PROPERTY IN THE TOWNSHIP TO CONNECT SUCH IMPROVED PROPERTY WITH AND TO USE SUCH WATER FACILITIES TO BE CONSTRUCTED BY THIS TOWNSHIP WHEN THE PRINCIPAL STRUCTURE IS WITHIN 150' OF SAID WATER FACILITIES; REGULATING THE MANNER OF MAKING SUCH CONNECTIONS; AUTHORIZING THIS TOWNSHIP TO MAKE CONNECTIONS AT THE COST AND EXPENSE OF ANY OWNER OF IMPROVED PROPERTY FAILING TO UNDERTAKE ANY SUCH CONNECTION; ADOPTING CERTAIN RULES AND REGULATIONS AND PROVIDING FOR ADOPTION OF ADDITIONAL RULES AND REGULATIONS; SETTING FORTH RELATED MATTERS; AND PRESCRIBING PENALTIES FOR VIOLATION.

The Board of Supervisors of the Township of Salem, Luzerne County, Pennsylvania, enacts and ordains as follows:

## **ARTICLE I**

### **Definition**

**SECTION 1.01.** Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in this Ordinance shall be as follows:

"Commonwealth" shall mean the Commonwealth of Pennsylvania;

"Improved Property" shall mean any property upon which there is erected a structure intended: for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure water is in use;

"Industrial Establishment" shall mean any Improved Property located in this Township, used, or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering, or assembling of any product, commodity or article, or any other Improved Property from which water is in use;

"Lateral" shall mean that part of the Water System extending from a water main to the curb line, or if there is no curb line, to the property line, or if no such extension is provided, then "Lateral" shall mean that portion of, or place in a water main that is provided for connection of any Building Water;

"Owner" shall mean any Person vested with ownership, legal or equitable, sole, or partial, of any Improved Property;

"Person" shall mean any individual, partnership, company, association, society, trust, corporation municipality, municipality authority or other group or entity;

"Street" shall mean and shall include any street, road, lane, court, cul-de-sac, alley, public way, or public square;

"Township" shall mean the Township of Salem, Luzerne County, Pennsylvania, a political subdivision of the Commonwealth, acting by and through its Board of Supervisors, or, in appropriate cases, acting by and through its authorized representatives; and

## **ARTICLE II**

### **Use of Public Water Required**

**SECTION 2.01.** The Owner of any Improved Property which is adjoining and adjacent to the Water System and where such improved structure or structures are within 150' of the Water Main shall connect such Improved Property with and use such Water System, in such manner as this Township may require, within sixty (60) days after notice to such Owner from this Township to make such connection; Subject, however, to such rules and regulations as may be established by this Township. from time to time, prescribing the scope and manner of such connections.

**SECTION 2.02.** The notice by this Township to make a connection to the Water System, referred to in Section 2.01, shall include a reference to this Ordinance, including any amendments and/or supplements at the time in effect, or a summary of each Section thereof, and a written or printed document requiring the connection in accordance with the provisions of this Ordinance and specifying that such connection shall be made within the time limitations described herein. Such notice may be given or served at any time after the Water Main is in place that can convey water to the particular Improved Property. Such notice shall be by personal service or by registered mail.

### **ARTICLE III**

#### **Water Mains, Laterals and Connections**

**SECTION 3.01.** No Person shall uncover, shall connect with, shall make any opening into, or shall use, shall alter, or shall disturb, in any manner, any Water Main or Lateral or any part of the Water System without first obtaining a permit, in writing, from this Township.

**SECTION 3.02.** Application for a permit required under Section 3.01 shall be made by the Owner of the Improved Property served or to be served or by the duly authorized agent of such Owner.

**SECTION 3.03.** No Person shall make or shall cause to be made a connection of any Improved Property to said Water System until such person shall have fulfilled each of the following conditions:

A. Such Person shall have notified the Secretary or other designated representative of this Township of the desire and intention to connect such Improved Property to the Water System;

B. Such Person shall have applied for and shall have obtained a permit as required by Section 3.01;

C. Such Person shall have given the Secretary or other designated representative of this Township at least forty-eight (48) hours' notice of the time when such connection will be made so that this Township may supervise and inspect or may cause to be supervised and inspected the work of connection and necessary testing; and

D. If applicable, such Person shall have furnished satisfactory evidence to the Secretary or other designated representative of this Township that any tapping fee, and any other applicable fee or charge that may be charged and imposed by this Township against the Owner of each Improved Property who connects such Improved Property to the Water System, has been paid.

**SECTION 3.04.** Except as otherwise provided in this Section 3.04, each Improved Property shall be connected separately and independently with the Water System. Grouping of more than one Improved Property on one Lateral shall not be permitted, except wider special circumstances and for good sanitary reasons or other good cause shown, but then only after special permission of this Township, in writing, shall have been secured and only subject to such rules, regulations and conditions as may be prescribed by this Township.

**SECTION 3.05.** All costs and expenses of acquisition, construction, operation, and maintenance of the Lateral serving any Improved Property shall be borne by the Owner of the Improved Property served thereby, unless otherwise provided by this Township. All costs and expenses of connection to a Lateral, and connection of a Lateral to the Water System, shall be borne by the Owner of the Improved Property so connected, unless otherwise provided by this Township. Each such Owner shall indemnify and shall save harmless this Township from all loss or damage that may be occasioned, directly or indirectly, as a result of construction, connection, operation or use of the Water System or of a Lateral.

**SECTION 3.06.** The appropriate Lateral shall be connected to the Water System at the location designated by this Township. If this Township furnishes the Lateral, the Improved Property shall be connected to the Water System at the place where the Lateral is located.

**SECTION 3.07.** If the Owner of any Improved Property located within the Township whose principal building is within 150' from any part of the Water System, after sixty (60) days' notice from this Township, either by personal service or by registered mail, requiring the connection of such Improved Property to the Water System, in accordance with Section 2.01, shall fail to connect such Improved Property and use the Water System, as required, this Township may enter upon such Improved Property and construct such connection and may collect from such Owner the costs and expenses thereof in the manner permitted by law.

#### **ARTICLE IV**

##### **Rules and Regulations Governing**

##### **Laterals and Connections to the Water System**

**SECTION 4.01.** Where an Improved Property, at the time connection to the Water System is required, shall be served by its own water system, the existing water line shall be broken and attachment shall be made, with proper fittings, to continue such house water line to the Lateral and the Water System, in the manner approved by this Township.

**SECTION 4.02.** No Lateral constructed by the Owner shall be covered until it has been inspected and approved by this Township. If any part of a Lateral is covered before so being inspected and approved, it shall be uncovered for inspection at the cost and expense of the Owner of the Improved Property to be connected to the Water System.

**SECTION 4.03.** Every Lateral serving any Improved Property shall be operated and maintained by the Owner of such Improved Property in sanitary and safe operating condition to the continuing satisfaction of this Township.

**SECTION 4.04.** Every excavation for a Lateral shall be guarded adequately with barricades and lights to protect all Persons from damage and injury. Any Street, sidewalk and

other property disturbed in the course of installation of such facilities shall be restored, at the cost and expense of the Owner of the Improved Property being connected, in a manner satisfactory to this Township.

**SECTION 4.05.** If any Person shall fail or shall refuse, upon receipt of a written notice of this Township, to remedy any unsatisfactory condition with respect to a Lateral connection, within sixty (60) days of receipt of such notice, this Township may enter upon, or have entered upon, said property to repair said unsatisfactory condition and said owner(s) shall be responsible for all costs and fees incurred. The Township reserves the right to place a Municipal lien in said event.

**SECTION 4.06.** This Township reserves the right to adopt, from time to time, additional rules and regulations as it shall deem necessary and proper relating to connections with the Water System, which additional rules and regulations, to the extent appropriate, shall be and shall be construed as part of this Ordinance.

## **ARTICLE V**

### **Enforcement**

**SECTION 5.01.** Any Person who shall violate this Ordinance shall be subject, in a civil enforcement proceeding to a fine of not more than One Thousand Dollars (\$1,000) for each offense together with all court costs, including reasonable attorney fees incurred by this Township. Each day that a violation shall continue shall be deemed and shall be taken to be a separate offense and the violator shall be liable for such.

**SECTION 5.02.** Fines and costs imposed under provisions of this Ordinance shall be enforceable and recoverable in the manner at the time provided by applicable law.

## **ARTICLE VI**

### **Effective Date**

**SECTION 6.01.** This Ordinance shall become effective in accordance with Law.

## **ARTICLE VII**

### **Severability**

**SECTION 7.01.** In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Ordinance, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

## **ARTICLE VIII**

### **Declaration Of Purpose**

**SECTION 8.01.** It is declared that enactment of this Ordinance and the provisions hereof are necessary for the protection, benefit and preservation of the health, safety, and welfare of inhabitants of this Township.

## **ARTICLE IX**

### **Repealer**

**SECTION 9.01.** All ordinances or parts of ordinances and all resolutions or parts of resolutions that are inconsistent with this Ordinance shall be and the same expressly are repealed.

ARTICLE X

Delegation to Agents and Assignees

**SECTION 10.01.** This Township specifically reserves the right to delegate or assign the enforcement of all or any portion of this Ordinance to the Authority or other agents or assignees of this Township.

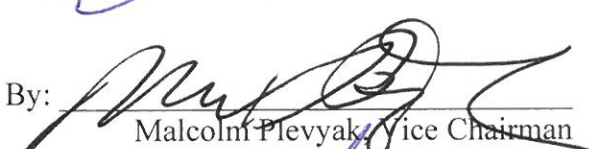
DULY ENACTED AND ORDAINED, by the Board of Supervisors of this Township, in lawful session duly assembled, this 9th day of November, 2021.

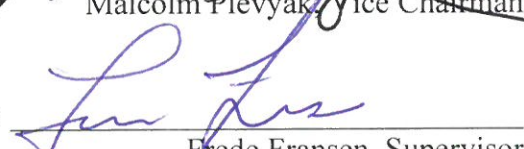
ATTEST:

  
Amy Evans, Secretary/Treasurer

TOWNSHIP OF SALEM,  
Luzerne County, Pennsylvania

By:   
Richard Talanca, Chairman of the Board

By:   
Malcolm Plevyak, Vice Chairman

By:   
Frede Fransen, Supervisor

### CERTIFICATE

I the undersigned, Secretary/Treasurer of the Township of Salem, Luzerne County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of Ordinance No. 2 of 2021 which duly was enacted by affirmative vote of a majority of all members of the Board of Supervisors of the Township at a meeting of said Board duly convened and held according to law on November 9, 2021, at which meeting a quorum was present; that said Ordinance has been recorded in the Ordinance Book of the Township; that said Ordinance duly has been published and made available for public inspection as required by law; and that said Ordinance is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advertisement notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by advertising said meeting, by posting prominently a notice of said meeting at the principal office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the  
Township, this 9th day of November, 2021.

ATTEST:

  
Secretary/Treasurer



For the safety of the public and our employees our lobby will be closed until further notice. Thank you for your understanding in this matter.

**PLACING CLASSIFIED ADS**  
 email to: [classifieds@pressenterprise.net](mailto:classifieds@pressenterprise.net)  
 online: [pressenterpriseonline.com](http://pressenterpriseonline.com)  
 Call Mon-Fri 8:30am-4:00pm **570-784-6151**

Buy/Sell Your Merchandise UNDER \$100 FOR FREE!  
**MONDAY MARKETPLACE ADS**  
 Submit online: [pressenterpriseonline.com](http://pressenterpriseonline.com)  
 (DEADLINE is Thursday 12 Noon for the following Monday)  
 1. click CLASSIFIEDS 2. click PLACE AN AD 3. fill in your info  
 (no additional apply fee, photo or drop of advertisement required)

**DRIVE-THRU HOURS: 9:00am-3:00pm**  
 Our Drop-Off Box at the Drive-Thru is available 24/7

[www.pressenterpriseonline.com](http://www.pressenterpriseonline.com)

# classifieds

[classifieds@pressenterprise.net](mailto:classifieds@pressenterprise.net)

PRESS ENTERPRISE Classifieds reaches over 30,000 print readers every day plus 70,000 unique visitors to our website monthly.

**WANTED  
MP Metals**

Clean Copper \$3.00 to \$5.50  
 Clean Brass \$1.70 to \$1.90  
 Cans 50¢  
 Clean Alum. 50¢  
 Stainless 35¢  
 Tin, Steel, Iron & Casts \$5.00 per 100  
 Industrial Oil Drums  
 Monday-Friday 8-12 & 12:30-4:00  
 Sat. 8-Noon  
**570-759-2579**  
**RL 11 Berwick**

## Public Notices

### HEARING NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Monroeville Zoning Board shall, at a meeting on Monday, November 15, 2021 at 2:00 p.m. at the Monroeville Township Office, 195 Ruppert Drive, Columbia County, Berwick, Pennsylvania, conduct a hearing on the following:

THE VARIANCE APPLICATION OF THE BRECHT ROYCE/DAVID BRECHT RESIDENTIAL & INCOME TRUST - KAY MARIE BRECHT, SECOND A VARIANCE FROM PART 5, SECTION 500 OF THE MONROVILLE ZONING ORDINANCE RELATED TO MINIMUM LOT SIZE REQUIREMENTS AT THE PROPERTY LOCATED AT 246 LEGION ROAD, BLOOMSBURG, PA 17815. The full APPLICATION is available through the Township Secretary for public review and inspection.

Ashley Elright,  
Zoning Officer  
Monroeville Township

### LEGAL NOTICE

The Clerk of the Court of Columbia County, Notice of Filing Consolidated Return of Tax Sale held on September 13, 2021.

Notice is hereby given that the Tax Clerk of Columbia County has filed as Consolidated Return with the Court of Common Pleas of the 26th Judicial District of Pennsylvania with respect to the Tax Sale of the Columbia County Court House on September 13, 2021.

The Consolidated Return was filed with the Court on October 22, 2021 and July confirmed by the Court of Common Pleas on October 22, 2021.

Notwithstanding the above, the Consolidated Return is filed in the Office of the Prothonotary and Clerk of the Court on November 21, 2021. Call Michaela Dardano.

Objections or exceptions to the Consolidated Return of the Tax Sale of Columbia County may be filed by any owner or lienholder within thirty (30) days after the date of the confirmation of the Consolidated Return on October 22, 2021.

In absence of the filing objections or exceptions within the said thirty (30) days period the said Consolidated Return will be confirmed absolutely.

The Consolidated Return of the Tax Sale of September 13, 2021 is available for inspection at the office of the Prothonotary and Clerk of the Court and at the office of the Tax Clerk of Columbia County, Columbia County Court House Annex Building, Bloomsburg, PA. Tax Clerk Michaela Dardano, Director.

### MEETING NOTICE

Berlin Area School District  
 Personnel Committee  
 Meeting  
 Wednesday, November 3, 2021  
 At 5:00 p.m. in the District Office

### MEETING NOTICE

The Madison Township Supervisors will hold budget workshop meetings and conduct any other business as needed on Wednesday, November 10th, and Wednesday, November 17th, 2021 at 7:00 p.m. at the Jerseytown Community Center, 25 Jerseytown Road, Bloomsburg, PA 17815.

**ins AUCTION SERVICE**

**Sunday Nov. 14, 2021**  
**1:00 PM Start**

**REAL ESTATE**  
**LOCATION: 120 Race Street, Berwick, Pa. 18803**

Cape cod home offering 3 bedrooms, 2 baths, 1 car attached garage. Home in need of updating but you can't beat the location private yard. Berwick Schools.

Terms: \$55,000 down day of auction. Closing in 30 to 45 days. Buyer pays 2% transfer tax, all other taxes prorated today of closing. All inspections are at buyers expense and to be performed prior to auction date.

To view property call auctioneer at 570-204-0719

Auctioneer:  
 Kim (Autore) Williams  
 AY-002210 570-204-0719

## Public Notices

### MEETING NOTICE

Take note that Bear Creek Township will hold a Public Meeting on November 8, 2021, at 6:00 PM for the purpose of reviewing and approving the proposed Bear Creek Township and North Center Township Multi-Municipal Comprehensive Plan. All interested parties are invited to attend. Following this, Bear Creek Township Planning Commission will consider a recommendation for adoption of the Bear Creek and North Center Township Multi-Municipal Comprehensive Plan at their monthly meeting on November 8, 2021, at 6:00 PM. Both meetings will be held at the Bear Creek Township Municipal Building, 150 Municipal Road, Berwick, PA 18803.

Ashley Elright,  
Zoning Officer  
Monroeville Township

### LEGAL NOTICE

The Clerk of the Court of Columbia County, Notice of Filing Consolidated Return of Tax Sale held on September 13, 2021.

Notice is hereby given that the Tax Clerk of Columbia County has filed as Consolidated Return with the Court of Common Pleas of the 26th Judicial District of Pennsylvania with respect to the Tax Sale of the Columbia County Court House on September 13, 2021.

The Consolidated Return was filed with the Court on October 22, 2021 and July confirmed by the Court of Common Pleas on October 22, 2021.

Notwithstanding the above, the Consolidated Return is filed in the Office of the Prothonotary and Clerk of the Court on November 21, 2021. Call Michaela Dardano.

Objections or exceptions to the Consolidated Return of the Tax Sale of Columbia County may be filed by any owner or lienholder within thirty (30) days after the date of the confirmation of the Consolidated Return on October 22, 2021.

In absence of the filing objections or exceptions within the said thirty (30) days period the said Consolidated Return will be confirmed absolutely.

The Consolidated Return of the Tax Sale of September 13, 2021 is available for inspection at the office of the Prothonotary and Clerk of the Court and at the office of the Tax Clerk of Columbia County, Columbia County Court House Annex Building, Bloomsburg, PA. Tax Clerk Michaela Dardano, Director.

**JOIN OUR TEAM TODAY!**

**Customer Service Representative**

If you are someone who enjoys working with the public, helping businesses thrive, being challenged with goals and meeting deadlines, we want to hear from you. Sales experience a plus.

We offer health insurance, 401(k) matching, and paid time off for full-time employees.

If this position sounds right for you visit [pressenterpriseonline.com/careers](http://pressenterpriseonline.com/careers) to submit your resume

Phone call inquiries: 570-387-1234, ext. 1632

**PRESS ENTERPRISE**  
 YOUR Local Community News Since 1902  
[pressenterpriseonline.com](http://pressenterpriseonline.com)

**CONCEPTS SUDOKU** By Dave Green

|   |   |   |   |   |   |   |  |  |
|---|---|---|---|---|---|---|--|--|
| 3 |   | 7 | 1 |   |   |   |  |  |
|   | 5 | 1 |   | 3 |   |   |  |  |
| 8 |   | 2 |   | 5 |   |   |  |  |
| 6 |   |   |   | 2 | 4 |   |  |  |
|   | 4 | 3 |   |   |   | 6 |  |  |
|   | 2 |   |   | 8 | 7 |   |  |  |
|   | 9 |   | 2 | 4 |   |   |  |  |
| 6 |   | 7 |   |   | 9 |   |  |  |

Difficulty Level: ★★★★★

**CONCEPTS SUDOKU**

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process of elimination to solve the puzzle.

|   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | 9 | 3 | 7 | 1 | 4 | 5 | 8 |
| 4 | 8 | 1 | 5 | 2 | 9 | 7 | 3 | 6 |
| 5 | 7 | 3 | 8 | 4 | 6 | 9 | 2 | 1 |
| 1 | 2 | 5 | 6 | 8 | 4 | 3 | 9 | 7 |
| 8 | 3 | 6 | 7 | 9 | 5 | 1 | 4 | 2 |
| 9 | 4 | 7 | 2 | 1 | 3 | 8 | 6 | 5 |
| 7 | 5 | 8 | 9 | 3 | 2 | 6 | 1 | 4 |
| 3 | 1 | 2 | 4 | 6 | 7 | 5 | 8 | 9 |
| 6 | 9 | 4 | 1 | 5 | 8 | 2 | 7 | 3 |

Difficulty Level: ★★★★★

©2021 Concepts Sudoku, Inc. By Dave Green

## Jobs

### Free For Free

FREE: Clothing giveaway. First & Third Tuesday of month 10 am - 3 pm. ACAP, 10 East 7th St, Bloomsburg.

FREE: Kennel Bites. Dog-walker. Perfectly runs. Call 570-864-0002

FREE: Toys & Clothing Giveaway. Saturday, Nov. 1st, 8:00am to 10:00am. Christ United Lutheran Church, 116 Church Street, Catonsville.

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Accepting applications until position is filled. EOE.

Church

Small church in Bloomsburg seeks a Part Time

FINANCIAL ASSISTANT/BOOKKEEPER

to handle payment of invoices, payroll (including quarterly and annual tax reports and payroll), and checkbook reconciliation. Involves an approximate 1-3 hour weekly commitment. Individual works in partnership with and under the supervision of the church's treasurer. Preferred qualifications include work with electronic bookkeeping packages (PowerChartPlus preferred) and Microsoft Office applications, and experience with tax withholding, including completion of IRS 942 and 1099 forms. Submit resume and a minimum of 3 references to:

Bookkeeper Search, St. Paul's Episcopal Church, P.O. Box 784, Bloomsburg, PA 17815, or by email to [saintpaulsbk@gmail.com](mailto:saintpaulsbk@gmail.com)

Driver

**SNOW PLOW OPERATORS**

on call operator for the 2021-2022 season. Must be familiar with plows, blades, and wipers. Schedules and backhoe operation a plus. Will lead to fulltime work in the spring. Must be reliable and have valid PA Driver License. 570-956-0329

**CDL DRIVER**

Full-time. CDL driving record & experience preferred. Superior Disposal 570-784-2802

**DRIVERS**

Mrs. Tammy L. Boop, Board Secretary, Millifburg Area School District, 178 Maple Street, Millifburg, PA 17844. Applications will be accepted until November 5, 2021.

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**EMTs & EMRs**

Emergency Medical Transport Solutions LLC

**Muncy Office: Sellinsgrove Office:**  
**12-Hr. Shift 12-Hr. Shift**  
**Day & Night Day**

**\$1000 Sign-On Bonus for Full-time**

- Vacation Time
- Retirement benefits
- Health, dental & vision insurance
- COVID vaccines not required

**APPLY TODAY!**

- By phone: 570-279-1175 (no blind text)
- By email: [pbmiller1047@yahoo.com](mailto:pbmiller1047@yahoo.com)
- Mail resume to: EMTS, 1047 Pond Road, Pennsdale, PA 17756

## Hiring All Positions Including Management

Full-Time or Part-Time Positions Available  
 Competitive Wages, Flexible Scheduling, Employee Discounts and Benefits.

**Perkins RESTAURANT**

**QUAKER STEAK & LUBE**

**BEST WINGS USA**

Apply in-person at each location.

**StaffQuest**

**CNA \$22.00 To \$25.00**  
**LPN \$35.00 To \$37.00**  
**RN \$46.00 To \$48.00**

Earn Top Pay in Local Facilities!

**StaffQuest, Inc.**  
**570-933-6858**  
 Call or Apply On-Line at [StaffQuestServices.com](http://StaffQuestServices.com)

## Jobs

### TRANSPORTATION /ATHLETIC SECRETARY NEEDED

The Central Columbia School District is accepting applications for a secretarial position in the district office. This position is responsible for all aspects of student transportation, including to and from school and organization of extracurricular transportation needs such as field trips and athletics. This position will start December 13, 2021, and for 160 hours/year, 6 hours/day (10 hours per week in the summer) plus full benefits. Salary determined by the current CBA.

Interested candidates must have excellent organizational and time management skills, be proficient with Microsoft Office Suite, and be able to multitask and have problem solving abilities.

Candidates will not be considered for an interview unless a complete packet of the following is submitted: Central Columbia Support Staff Application, Act 34, Act 114, and Act 151 clearances, completed resumes, 3 letters of reference, and a completed reporter training certificate.

Application deadline is November 17, 2021. All applications must be submitted electronically. Details on how to apply can be found under the "JOIN OUR TEAM" link on the district website at [www.ccsd.net](http://www.ccsd.net).

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

## Jobs

### ENGLISH AS A SECOND LANGUAGE INSTRUCTOR

The Central Columbia School District is accepting applications for a second language instructor in the district office. This position is responsible for all aspects of student transportation, including to and from school and organization of extracurricular transportation needs such as field trips and athletics. This position will start December 13, 2021, and for 160 hours/year, 6 hours/day (10 hours per week in the summer) plus full benefits. Salary determined by the current CBA.

Interested candidates must have excellent organizational and time management skills, be proficient with Microsoft Office Suite, and be able to multitask and have problem solving abilities.

Candidates will not be considered for an interview unless a complete packet of the following is submitted: Central Columbia Support Staff Application, Act 34, Act 114, and Act 151 clearances, completed resumes, 3 letters of reference, and a completed reporter training certificate.

Application deadline is November 17, 2021. All applications must be submitted electronically. Details on how to apply can be found under the "JOIN OUR TEAM" link on the district website at [www.ccsd.net](http://www.ccsd.net).

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 500 Elm Street, Berwick, PA 18803. Applications will be accepted until the position is filled. EOE

**NEW TODAY**

Anticipated Vacancy Full Time Custodian

Send application, letter of interest, Act 24, Act 34, Act 14, Act 151 and Act 468 clearances to:

Deb Naus, Berwick Area School District, 50

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit H**

Waterline Design Drawings

**CONFIDENTIAL**

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit I**

Pennsylvania-American Water Company  
Application for Public Fire Hydrant Service

**RULES AND REGULATIONS**

**8. Public Fire Hydrants (cont'd)**

**8.5 Application for Public Fire Hydrant Service**

**WBS Element No.** \_\_\_\_\_ **(C)**

**Project Description** \_\_\_\_\_ **(C)**

This Application made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Applicant) (a Municipal corporation of the Commonwealth of  
Pennsylvania), hereinafter called the "Applicant", to the **Pennsylvania-American Water  
Company** (a corporation of the Commonwealth of Pennsylvania), doing business in the  
of \_\_\_\_\_, hereinafter called the "Water Company."

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the  
Water Company for the installation of (a) public fire hydrant(s) to be located at:

---

---

---

In consideration for which the Applicant agrees to be bound by all the terms and conditions  
of this application, and the Water Company's tariff as amended from time to time, and to pay the  
Water Company for service at the schedule of rates in effect from time to time during the rendition  
of such service.

The further terms and conditions upon which this application may be accepted by the  
Water Company are as follows:

First: The public fire hydrant shall be furnished, installed, inspected, and maintained by  
the Water Company.

Second: The use of the public fire hydrant will be restricted to the taking of water for the  
extinguishing of above-ground fires. Water shall not be taken from any fire hydrant for  
construction purposes, extinguishing underground fires, sprinkling streets, flushing sewers or  
gutters, or for any other use unless specifically permitted by the Water Company for the  
particular time and occasion. If the Water Company grants permission to use the fire hydrant  
for purposes other than the extinguishment of fires, such use will be applied only if an approved  
backflow prevention device is attached to the hydrant. Said device shall be furnished by the  
Applicant.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**8. Public Fire Hydrants (cont'd)**

**8.5 Application for Public Fire Hydrant Service (cont'd)**

Third: Whenever a change in location of a fire hydrant is ordered by the Applicant, such change will be made at the expense of the Applicant.

Fourth: The Water Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur. The extent of the rights of the Applicant under this application is to receive, but only at times of fire, such supply of water as shall then be available and no other or greater. The Applicant agrees that the Water Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fires or to protect any persons or property against loss or damage by fire, or otherwise. The extent of the Company's liability for any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, shall be subject to the limitations set forth in Section 15.1 of its Tariff.

Fifth: The Applicant will indemnify, save harmless, and defend the Water Company from all claims, loss, costs, or damage on account of injury to persons or property occurring as a result of its use or operation, or the existence of said public fire hydrant(s) including but not limited to injury or damage to persons or property by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, to the extent that the injury to persons or property is the result of the intentional acts or negligence of the Applicant, its employees or agents, and only to the extent that the Applicant could be held directly liable under the Pennsylvania Political Subdivision Tort Claims Act set forth in 42 Pa.C.S. § 8541 et seq. Nothing in this paragraph shall be deemed a waiver, contractual or otherwise, of the protections afforded the Applicant at 42 Pa. C.S. § 8541 et seq.

Sixth: The Applicant will notify the Water Company of each occasion on which a public fire hydrant is used so that the Company may be able to make a follow-up inspection.

Seventh: The rights and obligations of the Applicant hereunder shall be further subject at all times to the rates, rules and regulations of the Water Company that now exist or which may hereafter be adopted.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

Canceling Third and Fourth Revised Page 56

**RULES AND REGULATIONS**

**8. Public Fire Hydrants (cont'd)**

**8.5 Application for Public Fire Hydrant Service (cont'd)**

Eighth: The Applicant agrees to provide any permits required by the Applicant relative to this application for public fire hydrant(s) contracted for or its future replacement.

IN WITNESS WHEREOF the Applicant through a duly authorized official has hereunto signed this Application the day and year first above written.

WITNESS

APPLICANT

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

(C)

\_\_\_\_\_  
**Title**

(C)

IN WITNESS WHEREOF the Water Company hereby accepts the foregoing Application this day of

\_\_\_\_\_, 20\_\_.

WITNESS

PENNSYLVANIA-AMERICAN WATER COMPANY

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

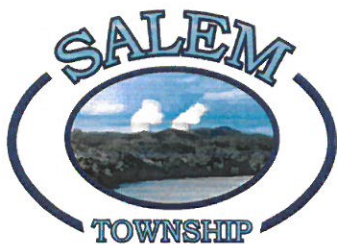
[End of Application]

(C) means Change

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit J**

Salem Township Letter – Public Fire Hydrant Agreement



38 Bomboy Lane  
Berwick, PA 18603  
Phone: 570-752-4399  
Fax: 570-752-4661  
Email: salemtwp@salemtp.org

August 22, 2024

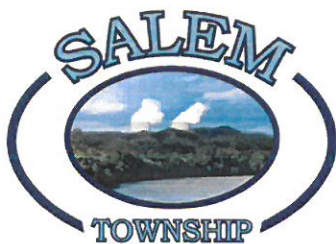
Pennsylvania American Water  
852 Wesley Drive  
Mechanicsburg, PA 17055

Dear Mr. Woodward:

The Salem Township Board of Supervisors is prepared to enter into the agreement with Pennsylvania American Water to provide fire hydrants at the following location within Salem Township to further protect the businesses, residences, and people in Salem Township:

**Number    Fire Hydrant Location**

- 1 Across from 537 E Front Street. Berwick, PA 18603
- 2 737 E Front Street. Berwick, PA 18603
- 3 1001 E Front Street. Berwick, PA 18603
- Between 1767 Bomboy Lane and 1755 Salem Blvd. Berwick, PA
- 4 18603
- 5 1739 Salem Blvd. Berwick, PA 18603
- 6 1680 Salem Blvd. Berwick, PA 18603
- 7 Between 1645 and 1643 Salem Blvd. Berwick, Pa 18603
- 8 Adjacent to 15 Harts Road Berwick, PA 18603
- 9 Between 1517 and 1507 Salem Blvd. Berwick, PA 18603
- 10 1459 Salem Blvd. Berwick, PA 18603
- 11 1391 Salem Blvd. Berwick, PA 18603
- 12 4004 Market Street. Berwick, PA 18603
- 13 1339 Salem Blvd. Berwick, PA 18603
- 14 5 Pinecrest Road. Berwick, PA 18603
- 15 1235 Salem Blvd. Berwick, PA 18603
- 16 Near the intersection of Salem Blvd. and Confers Lane
- 17 Across from 1112 Salem Blvd, Berwick PA 18603
- 18 1091 Salem Blvd. Berwick, PA 18603
- 19 Near 232 Main Street Berwick, PA 18603
- 20 195 Main Street. Berwick, PA 18603
- 21 149 Main Street. Berwick, PA 18603



38 Bomboy Lane  
Berwick, PA 18603  
Phone: 570-752-4399  
Fax: 570-752-4661  
Email: [salemtwp@salemtwp.org](mailto:salemtwp@salemtwp.org)

- 22 Across from 122 Main Street. Berwick, PA 18603
- 23 Across from 74 Walnut Drive. Berwick, PA 18603
- 24 Near the intersection of Walnut Drive and River Road.

We look forward to working with Pennsylvania American Water on this project.

Respectfully,

A handwritten signature in black ink that reads "Amy Evans". The signature is fluid and cursive, with the first name "Amy" and last name "Evans" clearly distinguishable.

Amy Evans,  
Township Manager  
[aevans@salemtwp.org](mailto:aevans@salemtwp.org)

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit K**

Property Owner Letter – Easement Authorization



**SALEM TOWNSHIP BOARD OF SUPERVISORS  
ARC WATERLINE DESIGN PROJECT  
EASEMENT AUTHORIZATION TO PROCEED  
AUGUST 12, 2024**

Salem Township Board of Supervisors is in the design process for a waterline extension project. The final waterline will be owned and operated by the Pennsylvania American Water Company (PAWC). The waterline will require an easement to be finalized in an agreement with PAWC following approval for PAWC to expand their operating territory from the Public Utility Commission (PUC).

The formal agreement cannot be completed and signed prior to the approval from the PUC. However, the PAWC needs to show the PUC that the easement can be obtained, and that the property owner is willing to work with the PAWC to grant the required easement.

Therefore, Randall R. Rinehimer, property owner for the parcels at PIN 55P3 00A026000 (DB and Page 03009-065636) and PIN 55P3 00A015000 (DB and Page 02615-000936) has agreed to work with PAWC and grant an easement for the placement and maintenance of a 16" DI waterline through the two adjacent properties listed with the following conditions:

1. The edge of driveway concrete slab will be removed and replaced in its entirety from the first joint to Route 11, in lieu of having a trench cut into the slab and only a repair of the concrete slab.
2. Any disturbed areas will be replaced to as near the original condition as possible following construction.

It is understood, a formal agreement with these provisions will be signed and recorded following PUC approval of the PAWC service area extension.

Randall R. Rinehimer

A handwritten signature in black ink, appearing to read "Randall R. Rinehimer", is written over a horizontal line.

Signature

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit L**

Pennsylvania-American Water Company  
Balance Sheet

Pennsylvania-American Water Company  
Balance Sheet  
December 31, 2023  
(Dollars in thousands)

|                                          | PA American Water<br>December 31, 2023<br>(Audited) |
|------------------------------------------|-----------------------------------------------------|
| <b>Assets</b>                            |                                                     |
| Cash and cash equivalents                | \$ 2,778                                            |
| Other current assets                     | 405,814                                             |
| Total property plant and equipment       | 6,634,647                                           |
| Regulatory assets & other L/T Assets     | 306,252                                             |
| Total Assets                             | <u>\$ 7,349,491</u>                                 |
| <br>Capitalization and liabilities       |                                                     |
| Short Term Debt                          | \$ -                                                |
| Current Portion of Long-term Debt        | 71,205                                              |
| Other current liabilities                | 280,013                                             |
| Total Long-term Debt                     | 2,277,660                                           |
| Regulatory & Other Long Term Liabilities | 1,261,069                                           |
| Stockholder's equity                     | 3,223,481                                           |
| Contributions in aid of construction     | 236,063                                             |
| Total Capitalization and liabilities     | <u>\$ 7,349,491</u>                                 |

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit M**

Pennsylvania-American Water Company Income Statement

Pennsylvania-American Water Company  
Income Statement  
for the 12 Months Ended December 31, 2023  
(Dollars in thousands)

|                               | PA American Water<br>12 Months Ended<br>December 31, 2023<br>(Audited) |
|-------------------------------|------------------------------------------------------------------------|
| Operating Revenues            | \$ 965,232                                                             |
| Operating Expenses            |                                                                        |
| Operation and Maintenance     | 286,743                                                                |
| Depreciation and Amortization | 195,951                                                                |
| General Taxes and Other       | 17,297                                                                 |
| Total Operating Expenses      | 499,991                                                                |
| Operating Income              | 465,241                                                                |
| Other Income/(Expenses)       |                                                                        |
| Other Income/(Expense), Net   | 16,136                                                                 |
| Interest Expense, Net         | (80,976)                                                               |
| Total Other Expenses          | (64,840)                                                               |
| Income Before Income Taxes    | 400,401                                                                |
| Provision for Income Taxes    | 100,372                                                                |
| Net Income                    | \$ 300,029                                                             |

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit N**

Pennsylvania-American Water Company  
Current Rate Zone 1 Tariff and Public Fire Hydrant Rates

**PENNSYLVANIA-AMERICAN WATER COMPANY**  
(hereinafter referred to as the "Company")

**D/B/A**

**Pennsylvania American Water**

**RATES, RULES AND REGULATIONS**

**GOVERNING THE DISTRIBUTION AND SALE OF**

**WATER SERVICE**

**IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED ADJACENT THERETO IN:**

ADAMS, ALLEGHENY, ARMSTRONG, BEAVER, BERKS, BUCKS,  
BUTLER, CENTRE, CHESTER, CLARION, CLEARFIELD, CLINTON, COLUMBIA,  
CUMBERLAND, DAUPHIN, FAYETTE, INDIANA, JEFFERSON, LACKAWANNA,  
LANCASTER, LAWRENCE, LEBANON, LUZERNE, MCKEAN, MONROE, MONTGOMERY,  
NORTHAMPTON, NORTHUMBERLAND, PIKE, SCHUYLKILL, SUSQUEHANNA,  
UNION, WARREN, WASHINGTON, WAYNE, WYOMING, AND YORK COUNTIES.

**Issued: July 30, 2024**

**Effective: August 7, 2024**

Issued by:  
Justin Ladner, President  
Pennsylvania American Water  
852 Wesley Drive  
Mechanicsburg, PA 17055

<https://www.amwater.com/paaw/>

# **NOTICE**

**This tariff proposes increases in rates and changes in rules and regulations of service.  
(Refer to pages 2, 3, 4, 5, 6, 7, 9, 11, 16, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 17, 20, 21, 23,  
24, 29, 30, 31, 32, 33, 35, 40, 40.1, 45, 46, 47, 62, 63, and 89.)**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1 - GENERAL METERED SERVICE**  
**FOR RESIDENTIAL RATE CLASS**

**APPLICABILITY**

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

The rates under this schedule are available to customers in the Residential Class.

**METERED SERVICE**

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

**RATE**

**Service Charge For Residential Rate Class**

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

| <u>Size of Meter</u> | <u>Service Charge per Month</u> |     |
|----------------------|---------------------------------|-----|
| 5/8 inch             | \$18.80                         | (I) |
| 3/4 inch             | \$18.80                         | (I) |
| 1 inch               | \$18.80                         | (I) |
| 1-1/2 inch           | \$18.80                         | (I) |
| 2 inch               | \$127.00                        | (I) |
| 3 inch               | \$236.80                        | (I) |
| 4 inch               | \$296.80                        | (I) |
| 6 inch               | \$444.30                        | (I) |
| 8 inch               | \$860.40                        | (I) |

**Consumption Charges For Residential Class:**

The following rates shall apply per 100 gallons:

All Usage: \$1.8772 (I)

(I) means Increase and (C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1 - GENERAL METERED SERVICE**  
**FOR COMMERCIAL, MUNICIPAL AND OTHER WATER UTILITY RATE CLASSES**

**APPLICABILITY**

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

The rates under this schedule are available to customers in the **Commercial, Municipal and Other Water Utility Classes**.

**METERED SERVICE**

**All water supplied by the Company under this rate schedule for any and all purposes shall be metered.** All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

**RATE**

**Service Charge For Commercial, Municipal and Other Water Utility Rate Classes**

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

| <u>Size of Meter</u> | <u>Service Charge Per<br/>Month Commercial<br/>and Municipal</u> | <u>Service Charge Per Month<br/>Other Water Utilities<br/>Group A &amp; B</u> |
|----------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 5/8 inch             | \$19.30 (I)                                                      | \$29.10                                                                       |
| 3/4 inch             | \$29.10 (I)                                                      | \$44.00                                                                       |
| 1 inch               | \$48.40 (I)                                                      | \$73.00                                                                       |
| 1-1/2 inch           | \$79.20 (I)                                                      | \$145.00                                                                      |
| 2 inch               | \$127.10 (I)                                                     | \$232.00                                                                      |
| 3 inch               | \$236.90 (I)                                                     | \$436.00                                                                      |
| 4 inch               | \$296.90 (I)                                                     | \$726.00                                                                      |
| 6 inch               | \$444.30 (I)                                                     | \$1,452.00                                                                    |
| 8 inch               | \$860.50 (I)                                                     | \$2,325.00                                                                    |
| 10 inch              | \$1,246.40 (I)                                                   | \$3,340.00                                                                    |
| 12 inch              | \$1,782.20 (I)                                                   | \$4,793.00                                                                    |
| 16 inch              | \$2,423.80 (I)                                                   |                                                                               |
| 18 inch              | \$2,730.20 (I)                                                   |                                                                               |
| 20 inch              | \$3,033.50 (I)                                                   |                                                                               |

**Consumption Charges For Commercial, Municipal and Other Water Utilities Rate Classes:**

The following rates shall apply per 100 gallons:

**Commercial**

|                                 |              |
|---------------------------------|--------------|
| First 16,000 gallons            | \$1.8033 (I) |
| All in excess of 16,000 gallons | \$1.3523 (I) |

**Municipal**

|                                 |              |
|---------------------------------|--------------|
| First 16,000 gallons            | \$1.8988 (I) |
| All in excess of 16,000 gallons | \$1.0499 (I) |

**Other Water Utilities**

|                |              |
|----------------|--------------|
| Group A All at | \$1.0072 (I) |
| Group B All at | \$1.4368 (I) |

(I) means Increase

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1- GENERAL METERED SERVICE**  
**FOR INDUSTRIAL RATE CLASS**

**APPLICABILITY**

The rates under this schedule apply throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

The rates under this schedule are available to customers in the Industrial Class.

**METERED SERVICE**

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

**RATE**

**Service Charge For Industrial Rate Class**

The following monthly service charge shall apply based on the size of meter required to render adequate service, as determined by the Company:

| <u>Size of Meter</u> | <u>Service Charge Per Month</u> |
|----------------------|---------------------------------|
| 5/8 inch             | \$28.00                         |
| 3/4 inch             | \$42.00                         |
| 1 inch               | \$70.00                         |
| 1-1/2 inch           | \$140.00                        |
| 2 inch               | \$224.00                        |
| 3 inch               | \$420.00                        |
| 4 inch               | \$701.00                        |
| 6 inch               | \$1,401.00                      |
| 8 inch               | \$2,243.00                      |
| 10 inch              | \$3,223.00                      |
| 12 inch              | \$4,625.00                      |

**Consumption Charges For Industrial Rate Class**

The following rates shall apply per 100 gallons per month:

**Industrial**

|                          |          |     |
|--------------------------|----------|-----|
| First 16,000             | \$1.6720 | (I) |
| Next 584,000             | \$1.2860 | (I) |
| All In Excess of 600,000 | \$1.0022 | (I) |

**Industrial Curtailment\***

|                             |          |     |
|-----------------------------|----------|-----|
| First 16,000                | \$1.6720 | (I) |
| Next 584,000                | \$1.2860 | (I) |
| Next 14,400,000             | \$1.0022 | (I) |
| All In Excess of 15,000,000 | \$0.6001 | (I) |

\* Subject to the availability criteria and terms and conditions of the Industrial Curtailment Rate of this tariff, the foregoing rates shall apply per 100 gallons per month for service provided under the Industrial Curtailment Rate.

(I) means Increase

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**RATE ZONE 1 – GENERAL UNMETERED SERVICE**  
**FOR THE RESIDENTIAL CLASS**

**APPLICABILITY**

The rate under this schedule applies throughout the territories, unless otherwise noted on the territories served page, served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

This rate is available to a customer in the Residential Class that is added to the Company's service territory through an acquisition and does not have a meter at the customer's service address on the date of closing of such acquisition.

**UNMETERED SERVICE**

All water supplied by the Company under this rate schedule will be unmetered. However, the Company may install a meter of appropriate size at the customer's premise based on the Company's meter installation schedule as determined by the Company. Upon installation of a meter at the customer's service address by the Company, a customer will no longer be eligible for this rate schedule and will be charged a service charge based on the size of meter required to render adequate service along with a charge for consumption usage based upon the applicable Rate Zone's metered rates in effect for the residential class.

**RATE**

The following monthly rate for service shall apply: **\$79.00** per month. (I)

(I) means Increase

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**SCHEDULE OF RATES**

**PUBLIC FIRE SERVICE**

**APPLICABILITY**

The rates under this schedule apply throughout the territories served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

**AVAILABILITY**

The rates under this schedule are available to customers with applications accepted by the Company under Section 8.5 of this tariff. Service under this classification is subject to regulations set forth in Section No. 8 "Public Fire Hydrants".

**RATE**

The annual charge for each public fire hydrant **will be billed at 25% of the cost of service** (C)(I) **which** is **\$274.32** per annum or **\$22.86** per month except as noted below:

| <u>Municipalities</u>                                                                            | <u>Monthly Charge for Each<br/>Public Fire Hydrant</u> |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Moshannon Valley Area<br>Bradford Township for hydrants<br>contracted prior to February 18, 1988 | \$6.25                                                 |

[language deleted] (C)

(C) means Change and (I) means Increase

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit O**

Pennsylvania-American Water Company  
Annual Revenues and Expenses



Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit P**

Support Letter from Salem Township



**PENNSYLVANIA  
AMERICAN WATER**

August 16, 2024

Salem Township

Re: Pennsylvania -American Water Company application to provide water service an additional portion of Salem Township

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to approve the right to offer, render, furnish or supply water service to the public in an additional portion of Salem Township, Luzerne County, Pennsylvania.

As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application complies with the Township's land use planning.

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? 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 717-550-1510 or e-mail [jeff.horton@amwater.com](mailto:jeff.horton@amwater.com)

Sincerely,

Jeffrey Horton  
Supervisor of Operations

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

Salem Township Signature

Printed Name/Title Ernest Ashbridge III, Chairman of the Board of Supervisors Date August 16, 2024

Please e-mail this form to: Jana Hurst at [jana.hurst@amwater.com](mailto:jana.hurst@amwater.com).

Application of Pennsylvania-American Water Company for Approval of the  
Right to Offer, Render, Furnish and Supply Water Service to the Public in  
an Additional Portion of Salem Township, Luzerne County, Pennsylvania

**Exhibit Q**

Support Letter from Luzerne County



August 16, 2024

Luzerne County Planning Department  
20 N Pennsylvania Avenue,  
Wilkes-Barre, PA 18711

Re: Pennsylvania -American Water Company application to provide water service an additional portion of Salem Township

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to approve the right to offer, render, furnish or supply water service to the public in an additional portion of Salem Township, Luzerne County, Pennsylvania.

As part of the application process, the PUC requested Pennsylvania American Water seek the County's input for the purpose of determining if Pennsylvania American Water's application complies with the County's land use planning.

Specifically, the PUC requests that the County 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? yes
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? NA SALOM TWP
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? NA HAS OWN ZON
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. SALDO

If you have any questions, please call me at 717-550-1510 or e-mail [jeff.horton@amwater.com](mailto:jeff.horton@amwater.com)

Sincerely,

Jeffrey Horton  
Supervisor of Operations

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

Luzerne County Signature

Printed Name/Title Patrick Dorley SUBD. ADMR.

Date

8/21/24

Please e-mail this form to: Jana Hurst at [jana.hurst@amwater.com](mailto:jana.hurst@amwater.com).

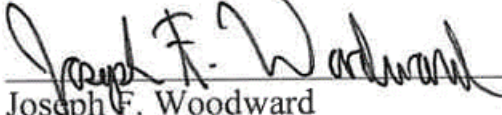
Application of Pennsylvania-American Water Company for Approval of the Right  
to Offer, Render, Furnish and Supply Water Service to the Public in an  
Additional Portion of Salem Township, Luzerne County, Pennsylvania

Docket Nos. A-2024-\_\_\_\_\_

VERIFICATION

I, Joseph F. Woodward, hereby state that the facts set forth in the foregoing Application, and accompany exhibits, 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 if held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: September 12, 2024

  
\_\_\_\_\_  
Joseph F. Woodward  
Senior Director, Central & Southeast PA Operations  
Pennsylvania-American Water Company

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pennsylvania-American Water :  
Company for Approval of the Right to Offer, :  
Render, Furnish and Supply Water Service to : Docket No. A-2024-\_\_\_\_\_  
the Public in an Additional Portion of Salem :  
Township, Luzerne County, Pennsylvania :

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of Pennsylvania-American Water Company's Application to Extend Water Service in an Additional Portion of Salem Township, Luzerne County, Pennsylvania, upon the persons and in the manner indicated below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Service in the manner listed below addressed as follows:**

Patrick Cicero  
Consumer Advocate  
PA Office of Consumer Advocate  
555 Walnut Street, 5th Floor, Forum Place  
Harrisburg, PA 17101-1923  
(via electronic mail - [ra-oca@paoca.org](mailto:ra-oca@paoca.org))

Allison Kaster  
Director and Chief Prosecutor  
PA Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street, 2nd Floor, West  
Harrisburg, PA 17120  
(via electronic mail - [akaster@pa.gov](mailto:akaster@pa.gov))

PA Department of Environmental Protection  
Northeast Regional Office  
Joseph J. Buczynski, P.E., Regional Director  
2 Public Square  
Wilkes-Barre, PA 18701-1915  
(via UPS Overnight Delivery)

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

PA Department of Environmental Protection  
Rachel Carson State Office Building  
400 Market Street  
Harrisburg, PA 17101  
(via UPS Overnight Delivery)

Dated: September 12, 2024

  
Elizabeth Rose Triscari, Esq.  
(PA ID #306921)  
Pennsylvania-American Water Company  
852 Wesley Drive, Mechanicsburg, PA 17055  
Office: 717.550.1574  
[elizabeth.triscari@amwater.com](mailto:elizabeth.triscari@amwater.com)