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VIA eFiling

July 29, 2025

Matthew L. Homsher, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

In Re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Docket No. A-2025-_____

Dear Secretary Homsher:

On behalf of Pennsylvania-American Water Company ("Company"), I am eFiling the Company's request for approval of the above-referenced Application to acquire the Sutersville-Sewickley Municipal Sewage Authority's sanitary sewage collection and conveyance system. 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,

Erin K. Fure

Enclosures

cc: Thomas Wyatt, Esq. w/Encs. **VIA** Email
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American :
Water Company under Section 1102(a) of the :
Pennsylvania Public Utility Code, 66 Pa. C.S. :
§ 1102(a), for approval of (1) the transfer, by sale, :
of substantially all of the Sutersville-Sewickley :
Municipal Sewage Authority’s assets, properties :
and rights related to its sanitary sewage collection :
and conveyance system to Pennsylvania- :
American Water Company; and (2) the right of :
Pennsylvania-American Water Company to begin :
to offer and furnish wastewater service to the :
public in the Borough of Sutersville and in :
portions of Sewickley Township, Westmoreland :
County, Pennsylvania :

Docket No. A-2025-_____

In re: Filing by Pennsylvania-American Water :
Company under Section 507 of the Pennsylvania :
Public Utility Code, 66 Pa. C.S. § 507, of (i) the :
Asset Purchase Agreement By and Between :
Sutersville-Sewickley Municipal Sewage :
Authority and Pennsylvania-American Water :
Company, and (ii) the Intermunicipal Authorities :
Sewage Service Agreement for the Sutersville- :
Sewickley Municipal Sewage Authority Service :
Area :

Docket Nos. U-2025-_____

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company ("Pennsylvania-American") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue such Orders, Certificates of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a) of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C.S. § 1102(a), of (1) the transfer, by sale, of substantially all of the assets, properties and rights of the Sutersville-Sewickley Municipal Sewage Authority (the "SSMSA"), owned and used in connection with the sanitary sewage collection and conveyance system to Pennsylvania-

American, and (2) Pennsylvania-American's right to begin to offer, render, furnish and supply wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania.

2. Pennsylvania-American further requests, pursuant to Code Section 507, 66 Pa. C.S. § 507, the issuance of Certificates of Filing for approvals for the following agreements between Pennsylvania-American and a municipal corporation:

a. Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025 (**Appendix "A.1"**) (the "APA"); and

b. Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, Dated as of September 11, 2006, as amended May 9, 2025 (**Appendix "A.2"**).¹

3. Pennsylvania-American further requests approval to make effective upon closing the *pro forma* wastewater tariff supplement at **Appendix "B"**.

4. The name and address of the Applicant is:

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

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

Erin K. Fure, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Telephone: (717) 50-1556
E-Mail: erin.fure@amwater.com

¹ Although the APA lists in Schedule 4.1(j) that the Municipal Authority of Westmoreland County Water Usage Agreement will be an assigned contract, it is anticipated that the contract will be terminated as of January 1, 2026.

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of collecting, treating, storing, supplying, distributing, and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater services are furnished by Pennsylvania-American to the public in a service territory encompassing more than 424 communities across the Commonwealth with a combined population of approximately 2,400,000. A description of Pennsylvania-American's existing certificated service territory for its water and wastewater services is found in **Appendix "C"**, attached hereto, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations, which have created Pennsylvania-American as it exists on the date of this Application.

6. The SSMSA is a municipal authority organized and existing under and by virtue of the Municipality Authorities Act, 53 Pa.C.S.A. § 5601, et. seq. A 6-member board, appointed by the Borough of Sutersville Council and the Township of Sewickley Supervisors, administers the SSMSA (the "SSMSA Board"). The SSMSA owns and operates a public sanitary sewage collection and conveyance system located in Sutersville Borough and portions of Sewickley Township, Westmoreland County that serves 12 commercial, two (2) municipal, and 476 residential customers (the "System").

7. As of June 30, 2025, Pennsylvania-American furnishes wastewater service to approximately 115,073 customers. The total number of customers by class are as follows:

Residential	105,646
Commercial	8,982
Industrial	84

Municipal	308
Miscellaneous	53

In addition, Pennsylvania-American furnishes water service to approximately 693,273 customers.

A. TRANSFER BY SALE, OF SUBSTANTIALLY ALL OF THE AUTHORITY’S ASSETS, PROPERTIES AND RIGHTS RELATED TO ITS SYSTEM TO PENNSYLVANIA-AMERICAN

Summary of Transaction

8. On May 22, 2025, the SSMSA and Pennsylvania-American entered into an APA, to sell all of the assets, properties and rights of the SSMSA’s System (other than the Excluded Assets as defined in Section 1.4 of the APA) to Pennsylvania-American (the “Transaction”).

Background Financial Information

9. There is attached hereto the wastewater balance sheet of the SSMSA as of December 31, 2024 (**Appendix “D”**) which is the latest available, and Pennsylvania-American’s audited balance sheet as of December 31, 2024 (**Appendix “E”**). Please note that Pennsylvania-American will undertake an original cost study to determine the original cost and accumulated depreciation of the SSMSA’s wastewater utility plant in service.

10. There is attached hereto the wastewater income statement of the SSMSA for the 12 months ending December 31, 2024 (**Appendix “F”**), and Pennsylvania-American’s audited income statement for the 12 months ending December 31, 2024 (**Appendix “G”**).

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

Terms and Impact of the Transaction

12. As noted above, this Application seeks, among other things, approval of the transfer to Pennsylvania-American of substantially all the wastewater assets, property and rights of the SSMSA's System. The terms and conditions of the Transaction are contained in the executed APA between Pennsylvania-American and the SSMSA at **Appendix "A"**. The specific properties, assets, and rights to be transferred to Pennsylvania-American are defined and described in Section 1.2 of the APA.

13. The consideration for the transfer of the System is set forth in the APA's Section 2.1. The purchase price is \$3,250,000. The Transaction is and was negotiated at arm's length.

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

15. Sewage collected in the SSMSA's System is conveyed across the Youghiogheny River and into the sewage system owned and operated by Elizabeth Township, Allegheny County. Elizabeth Township conveys the sewage through its system and into PAWC's McKeesport wastewater system for final treatment and disposal.

16. Ultimately the treatment costs for SSMSA's System are incurred at PAWC's McKeesport wastewater system, which following the closing of the Transaction, will align the cost of service for the SSMSA System more closely with PAWC's CSS, as opposed to SSS, for future cost of service studies. Therefore, if the Transaction is approved, PAWC intends to include the SSMSA System in the wastewater CSS group rather than in the wastewater SSS group in future cost of service studies. Attached hereto is an audited *pro forma* balance sheet of Pennsylvania-American and the SSMSA as of December 31, 2024, giving effect to the wastewater transfer

(Appendix “H”). As noted in Paragraph 9 above, Pennsylvania-American will undertake by its first base rate case that includes the System, an original cost study to determine the original cost and accumulated depreciation of the SSMSA’s wastewater utility plant in service. Once the original cost study is updated and the property’s depreciated original cost and book value are finalized, Pennsylvania-American will amend the *pro forma* balance sheet giving effect to the wastewater transfer, accordingly.

17. Attached hereto is an audited wastewater *pro forma* consolidated income statement of Pennsylvania-American for the 12 months ending December 31, 2024, and the income statement of SSMSA for the 12 months ending December 31, 2024 **(Appendix “I”).**

18. Tentative journal entries to record the transfer in Pennsylvania-American's accounts are set forth below, based upon the books of the SSMSA and the purchase price. However, as stated above, Pennsylvania-American will undertake an original cost study and will establish the depreciated original costs for the SSMSA’s utility plant based on the results of the studies.

Account 104 Utility Plant Purchased or Sold	\$3,250,000
Account 232 Short Term Debt	\$3,250,000

19. There is attached a certified copy of the resolution adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the APA and the consummation of the proposed transfer **(Appendix “J”).** In addition, a copy of the resolution adopted by the SSMSA’s Board which approves the Member’s execution of the APA is attached as **(Appendix “K”).**

Transaction's Effect on Service and Rates

20. The Transaction will have a beneficial effect on the customers of the SSMSA in that they will receive the benefit of Pennsylvania-American's experience in managing and operating a wastewater system which will result in efficiencies impacting rates in a beneficial way and improvements in the services to the customers to be transferred.

21. The Transaction will have a beneficial effect to Pennsylvania-American's existing customers because the acquisition will expand the customer base, over which existing costs and future rates are recovered and thereby, stabilizing or reducing per-customer costs over the long term.

22. The proposed transfer will have no detrimental effect on the wastewater service provided to Pennsylvania-American's existing customers or the customers transferred to Pennsylvania-American by the SSMSA.

23. The Transaction is in the public interest and satisfies the applicable standard of Section 1103 of the Code, 66 Pa. C.S. § 1103, for, among other, the following reasons:

a. Pennsylvania-American has the managerial, technical, and financial capabilities to safely and adequately operate SSMSA's System in compliance with the Code, the Clean Streams Law (35 P.S. §§ 691.1-691.801) and other requisite regulatory requirements, and to make improvements as needed, on a short- and long-term basis. Such improvements include security upgrades, replacing failed bubbler level sensors, replacing failed variable frequency drives, replacing wet well ladders with OSHA-compliant units, and replacing non-clog pumps (which experience downtime and maintenance issues) with grinder pumps (which can lower ongoing operational costs). Pennsylvania-American has

a tentative 5-year plan for upgrades to the System over \$760,000. By contrast, SSMSA takes a reactive approach to System maintenance and does not have a capital investment plan with funds to proactively maintain the System.

b. The acquisition will further the Commission's goal of regionalization. The SSMSA's System will become part of a larger organization that is viable from a costs and rates standpoint and is committed to providing improved service in the future. Wastewater collected in SSMSA's System is ultimately treated by Pennsylvania-American's McKeesport Wastewater System. Planned improvements to the System can be completed within a reasonable period of time, without adversely affecting service to Pennsylvania-American's existing customers.

c. The transferred wastewater customers will be served by a large, financially sound company that has the capability to finance necessary capital additions. Given its size, access to capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to the SSMSA's customers and maintained for Pennsylvania-American's existing customers.

d. The transferred wastewater customers will benefit from enhanced customer service in a number of areas, such as additional bill payment options, extended customer service and call center hours, customer information and education programs, and Pennsylvania-American's customer assistance programs. Eligible Pennsylvania-American customers can take advantage of its H2O Bill Discount Program (which offers Hardship Grants), Arrearage Management Program, and budget billing. SSMSA does not offer

similar customer assistance programs and has no intention to begin to offer similar customer assistance programs in the future. According to available United States Census Bureau data, approximately 15.2% of the population within Sutersville Borough and 13.9% of the population within Sewickley Township are living in poverty and potentially will be eligible for assistance under Pennsylvania-American's programs.

Pennsylvania-American has a broader array of tools available to customers to communicate with Pennsylvania-American in real-time. Pennsylvania-American's customer service is available 24 hours a day, 7 days a week. Pennsylvania-American's website offers the H2O Virtual Assistant allowing customers a chat feature through the website to communicate with the Company and provide answers to frequently asked questions. Pennsylvania-American also offers an online customer self-service portal.

e. The integration, by acquisition, of the SSMSA's System and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings. Pennsylvania-American will operate the System with operational, management and functional support from Pennsylvania-American's Western Operations, specifically, the McKeesport District. The McKeesport District's wastewater operations center is located approximately 11 miles from the SSMSA's wastewater system.

f. Day to day operations for the System are currently provided by D&B Environmental ("D&B"), an operations and maintenance firm, which is based out of Fredericktown, Pennsylvania. Fredericktown is located approximately 40 minutes away from SSMSA's office in Sutersville, Pennsylvania. Because SSMSA has no employees that will be joining Pennsylvania-American following the close of the Transaction, D&B

will be retained for a limited time immediately following closing to help our McKeesport operations team ensure a smooth transition for customers. Once that process is complete, the System will be operated by Pennsylvania-American personnel from the McKeesport operation. The SSMSA System is located approximately 20 minutes from the McKeesport system, which will enhance response time for SSMSA customers.

g. The Transaction will allow SSMSA to use the proceeds of the purchase price to pay down debt, as indicated in Article 2.3 of the APA.

24. The Transaction will have no immediate effect on the rates for service to be charged to Pennsylvania-American's existing customers.

25. With regard to the customers to be transferred to Pennsylvania-American by the SSMSA, there will be no immediate effect on the rates for wastewater service. Pennsylvania-American will adopt the SSMSA's existing rates for wastewater service at the time of closing the Transaction, which are equal to Pennsylvania-American's Zone 2 rates. The SSMSA's current monthly rates are shown on Schedule 6.4 of the APA. Additionally, immediately following closing of the Transaction, the customers being transferred by the SSMSA to Pennsylvania-American will be subject to Pennsylvania-American's prevailing wastewater tariff on file with, and approved by, the Commission with respect to all rates other than customer charge and consumption charge, including but not limited to service discontinuance and meter reconnection fees, return checks fees and the like, as well as non-rate related terms and conditions of service, including but not limited to, billing frequency, termination procedures and the like. Pennsylvania-American respectfully requests approval from the Commission to make effective upon one day's notice within ten days following the date of closing of the

Transaction the then current Zone 2 rates presently represented on the *pro forma* wastewater tariff, supplement attached at **Appendix “B.”**

26. Pennsylvania-American intends to initially finance the purchase with short-term bank debt, which at the appropriate time will be replaced with long-term financing.

27. Pennsylvania-American and the SSMSA are not affiliated with each other.

28. The SSMSA is not subject to any special or general assessments outstanding against it pursuant to Section 510 of the Code, 66 Pa. C.S. § 510.

B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WASTEWATER SERVICE TO THE PUBLIC IN THE BOROUGH OF SUTERSVILLE AND PORTIONS OF THE TOWNSHIP OF SEWICKLEY, WESTMORELAND COUNTY, PENNSYLVANIA.

29. Pennsylvania-American is currently furnishing wastewater service in the service territory outlined in Paragraph 5 of this Application. The SSMSA is currently furnishing wastewater service in the Borough of Sutersville and portions of the Township of Sewickley as explained in Paragraph 6 of this Application.

30. Letters addressed to the Westmoreland County Planning Department and the Planning Commissions for the Borough of Sutersville and the Township of Sewickley, marked as **Appendix “L”**, have been sent to verify that this Application complies with their comprehensive plans and zoning ordinances.

31. Pennsylvania-American’s applied-for wastewater service area follows the Act 537 service area for the SSMSA’s wastewater system and is shown on the map in **Appendix “M”** and further described in that appendix. The Act 537 Plan March 2006 Update is attached hereto as **Appendix “N”**. When the Act 537 Plan is updated to reflect change in ownership of the SSMSA wastewater system, the Act 537 Plan Update, including the service area map, will be adopted by

all effected municipalities and approved by the Pennsylvania Department of Environmental Protection (“PADEP”) prior to closing.

32. PADEP Water Quality Management Permit and License Agreement referenced in the APA Schedule 4.1(p) are attached hereto as **Appendices “O.1”** and **“O.2”**, respectively.

33. No corporation, partnership or individual other than the SSMSA is now furnishing or has corporate or franchise rights to furnish similar to that to be rendered by Pennsylvania-American in the service area covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, all wastewater assets, properties, and rights of the SSMSA’s System (other than the Excluded Assets as defined in Section 1.4 of the APA). Upon closing of the Transaction, the SSMSA will permanently discontinue all wastewater service to the public served by its System.

34. The estimated annual revenues and expenses of Pennsylvania-American in connection with serving the SSMSA’s wastewater customers are set forth in **Appendix “P”**.

C. CONCLUSION

35. Approval of this Application is necessary and proper in order for the public now served by the SSMSA to benefit by receiving wastewater service from a public water and wastewater supply company with the resources and personnel to provide safe and reliable wastewater service at reasonable prices.

WHEREFORE, Pennsylvania-American respectfully request the Pennsylvania Public Utility Commission approve this Application and issue such Orders, Certificates of Public Convenience, and such other relief under the Code, 66 Pa. C.S. §§ 1102(a) and 507, authorizing:

- a. the transfer, by sale, of substantially all the wastewater assets, properties and rights of the SSMSA related to or used in connection with its System to Pennsylvania-American in accordance with the APA, and
- b. the commencement by Pennsylvania-American of wastewater service to the public in the Borough of Sutersville and portions of Sewickley Township, Westmoreland County, Pennsylvania, and
- c. pursuant to 66 Pa. C.S. § 507, a Certificate of Filing or approvals be issued for the Asset Purchase Agreement By and Between Sutersville-Sewickley Municipal Sewage Authority, as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 22, 2025; and the Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Area, Dated as of September 11, 2006, as amended May 9, 2025; and
- d. the adoption of the rates as shown on the *pro forma* tariff supplement attached hereto as **Appendix B**, to be made effective upon one day's notice, and the implementation of all other rates, and the rules and regulations regarding conditions of Pennsylvania-American's wastewater service, as reflected in Pennsylvania-American's prevailing wastewater tariff, to become effective upon the closing of the Transaction; and

- e. the issuance of any other approvals or certificates appropriate, customary, or necessary under the Code to carry out the Transaction contemplated in this Application in a lawful manner.

Respectfully submitted,



Erin K. Fure, Esquire (PA I.D. No. 312245)
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
Telephone: (717) 550-1556
E-Mail: erin.fure@amwater.com

Dated: July 29, 2025

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix A.1

Asset Purchase Agreement by and between the
Sutersville-Sewickley Municipal Sewage Authority and
Pennsylvania-American Water Company dated May 22, 20225

ASSET PURCHASE AGREEMENT
SUTERSVILLE-SEWICKLEY MUNICIPAL SEWAGE AUTHORITY
AND
PENNSYLVANIA-AMERICAN WATER COMPANY

May 22, 2025

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”), dated as of the 22nd day of May, 2025 (the “**Effective Date**”) by and between the **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 826 Curry Road, Sutersville, Pennsylvania (“**Seller**”), and Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**PAWC**”). In addition to the capitalized terms defined elsewhere in this Agreement, capitalized terms as used in this Agreement have the meanings set forth in **Appendix 1** unless otherwise specified herein.

RECITALS

A. Seller owns, maintains and operates a wastewater collection and conveyance system in Westmoreland County, Pennsylvania, identified with the Pennsylvania Department of Environmental Protection (“**DEP**”) Water Quality Management Permit No. 6504405 (the “**WQM Permit**”) (collectively, the “**System**”) that provides wastewater service to various customers in the Borough of Sutersville and contiguous areas of Sewickley Township, as more fully set forth in the service area map on **Schedule 1.0**.

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

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

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

ARTICLE 1

THE TRANSACTION

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

1.2 Assets Further Defined.

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

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

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

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

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

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

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ASSETS OR THE SYSTEM, OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PUC FOR ANY OF THE ASSETS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

1.3 Retained Liabilities.

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

(b) Following the Closing, PAWC shall assume only those contractual liabilities arising after the Closing Date under the Assigned Contracts (specifically excluding any liability under the Assigned Contracts arising out of or relating to a breach or other circumstances that occurred on or prior to the Closing Date).

1.4 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Assets shall not include any of the following (the "**Excluded Assets**"):

(b) any and all connecting facilities (customer's sewer laterals) from Seller's wastewater lines, mains or collection facilities at the curb-line or edge-of-road that are within a customer's property (the "**Customer Sewer Laterals**");

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

(d) Any and all Stormwater System Assets located on, in, within, or under the real property, including easements, that is a part of the Assets and any and all storm water system facilities that are connected to the System and located within the public right-of-way;

(e) Seller's cash on hand on the date of Closing and Seller's account receivables related to the System for services rendered through the close of business on the Closing Date;

(f) All rights of Seller under this Agreement and related Bill of Sale and Assignment of Contracts Agreement as it pertains to the transfer and sale herein contemplated; and

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

1.5 Accounts Receivable. Accounts receivable for wastewater services related to the System rendered through the close of business on the Closing Date shall be Excluded Assets, and accounts receivable for wastewater services related to the System rendered thereafter shall belong to PAWC.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price for the Assets. Subject to the terms and conditions of this Agreement, the purchase price (the "**Purchase Price**") for the Assets shall be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00). The Purchase Price shall be payable directly to Seller on the Closing Date by wire transfer or by corporate check, at Seller's discretion.

2.2 Final Billing. PAWC is entitled to all customer billings with respect to sanitary wastewater customers services for the period after the Closing Date, and the Seller is entitled to all such billings on and prior to the Closing Date. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to credit the Purchase Price for the appropriate Party on the Closing Date. To the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay those monies to the other Party.

2.3 Payment of Outstanding Debt and Escrow Funds. At Closing, the proceeds of the Purchase Price shall be first used to (i) pay and discharge in full the total amount of all outstanding indebtedness of Seller as set forth in **Schedule 2.4** (the "**Outstanding Indebtedness**") and Seller shall take all actions necessary to defease any and all bonds or other instruments related to such Outstanding Indebtedness and (ii) fund the Missing Easement Escrow (if applicable) and the Authority Escrow (collectively, the "**Escrow Fund**").

ARTICLE 3

THE CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Assets ("**Closing**") shall take place at the offices of PAWC or such other mutually agreed upon location, commencing within thirty (30) days following the date on which all of the conditions set forth in Article 9 of this Agreement have been met (or waived). The date of the Closing is referred to herein as the "**Closing Date**."

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

(i) Bill of Sale and instruments of assignment duly executed by Seller as necessary to transfer all of the Assets and Assigned Contracts to PAWC, in substantially the form of **Exhibit A (“Bill of Sale and Assignment and Assumption Agreement”)**;

(ii) A copy of each permit, license, easement, land-right and other necessary authority for the operation of the System and the Assets, in each case validly issued in the name of Seller, and showing in full force and effect;

(iii) The consents to transfer all Assigned Contracts, leases, intellectual property, Permits and other Assets requiring such consents to be transferred to PAWC;

(iv) All written consents (of third parties or otherwise) and governmental approvals necessary to ensure that PAWC will continue to have the same full rights with respect to the Assets that Seller had immediately prior to the Closing;

(v) Evidence satisfactory to PAWC of the transfer of all utilities with respect to the System from Seller to PAWC in accordance with Section 6.1(b);

(vi) One or more general warranty deeds of conveyance of the real estate and easements to PAWC, duly executed and acknowledged by Seller and in recordable form, each sufficient to convey the title and rights of access to the Assets;

(vii) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by PAWC, each in form and substance reasonably satisfactory to PAWC;

(viii) Certified copies of all ordinances and all resolutions duly adopted by Seller authorizing the execution, delivery and performance of this Agreement and all related agreements and the transactions contemplated hereby and thereby;

(ix) As applicable, a payoff letter from each lender (whether institutional or otherwise) from which Seller has incurred indebtedness or borrowed money that is outstanding, and a release of all Encumbrances relating to the Assets (along with Form UCC3 Financing Statements effectuating a termination of all outstanding financing statements covering the Assets) executed, filed and/or recorded by the holder of or parties to each such Encumbrance, if any, in each case in substance and form reasonably satisfactory to PAWC and its counsel;

(x) The certificates and other documents required to be delivered by Seller under this Agreement as set forth in **Schedule 3.2(a)**;

(xi) The Escrow Agreement, duly executed by Seller and Escrow Agent; and

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

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

- (i) The Purchase Price;
- (ii) The Escrow Agreement, duly executed by Buyer and Escrow Agent;
- (iii) Certified copies of the resolutions duly adopted by PAWC's Board of Directors authorizing the execution, delivery and performance of this Agreement (the "**Resolutions**"); and
- (iv) The certificates and other documents required to be delivered by PAWC under this Agreement as set forth in **Schedule 3.2(b)**.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(b) **Assets Ownership.** Except for the indebtedness to be discharged prior to Closing as described in Section 3.2(ix) above, Seller has clear, good, and marketable right and title to all the assets, property and facilities comprising the Assets. No Assets are subject to a leasehold interest (i.e., not owned by Seller). None of the Assets are leased or on loan by Seller to any third party. The Assets constitute all of the assets, property and facilities that, together with the rights granted or conveyed under the transaction documents, are necessary for the operation of the System, the business thereof, and the Assets as conducted as of the date of this Agreement.

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

(d) **Due Authorization; Valid and Binding; No Encumbrances.** Seller has the full power and lawful authority to enter into this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and thereby. Seller has duly and validly authorized the execution and delivery of this Agreement (which has been duly executed and delivered) and all related documents and agreements to which Seller is a party by all necessary proceedings, and this Agreement and all related documents and agreements constitute the valid and binding obligations of Seller enforceable against it in accordance with its terms. No filings or registrations with, notifications to, or authorizations, consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement, all related agreements, or the consummation by Seller of the transactions contemplated herein or therein. Neither the contemplated transactions, nor this Agreement will result in the creation of any Encumbrance against any of the Assets.

(e) **Current Operations.** Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, Permits, regulatory authorizations and other instruments

required to conduct the operations of the System as it has been and is now being conducted and to own and operate the Assets.

(f) No Approvals or Violations. Except as set forth on **Schedule 4.1(f)**, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or Permit to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected. The execution and delivery of this Agreement and all related documents and agreements, and the consummation of the transactions contemplated hereby and thereby, do not violate, conflict with or result in the breach of any term, condition or provision of Seller's articles of incorporation, bylaws or other governing documents, or any instrument, contract, lease, agreement, Permit, certificate or other document to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected.

(g) Free Service; Customer List; Prepayments. Seller has not entered into any agreements or other understandings for the provision of free or otherwise subsidized or discounted services to any parties. The data contained in the customer records provided to PAWC under Section 4.1(v) are true and accurate in all material respects. Seller has not received payments made in advance by any third party (including Seller's wastewater customers) for future service (including service after the Closing) with regard to the System or the Assets.

(h) Undisclosed Liabilities. **Schedule 2.4** contains a complete and accurate listing of all outstanding bonds, loans or other indebtedness of Seller which will be outstanding as of the Closing, if any. Except as set forth on **Schedule 4.1(h)**, there are no material liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets that would be required to be set forth on a balance sheet prepared under GAAP as applicable to municipal authorities, other than liabilities incurred in the ordinary course. There is no basis for any claim against Seller, the System any of the Assets for any such liability or obligation, and there is no basis for any such liability or obligation to become the liability or obligation of PAWC from and after the Closing.

(i) Condition of Assets. All the tangible property included within the Assets is in good operating condition and repair, is usable in the regular course of business and conforms to all Applicable Laws, ordinances, codes, Permits, rules and regulations relating to their construction, use and operation, and is free from any defects except such defects as do not materially interfere with the continued use thereof in the conduct of the System's operations.

(j) Assigned Contracts. **Schedule 4.1(j)** contains a true, complete and accurate list of all agreements (including all verbal agreements and intermunicipal agreements), contracts, leases (including any leasehold interests constituting part of the Assets as described in Section 4.1(b)), licenses, commitments, arrangements and instruments related to the Assets to which Seller is a party or the Assets are otherwise subject or bound, along with all amendments and addenda related thereto (collectively, the "**Assigned Contracts**"). **Schedule 4.1(j)** also identifies with an asterisk any Assigned Contract which requires consent to, or prohibits, assignment of the Assigned Contract. All Assigned Contracts are in full force and effect and are valid and enforceable in accordance with their terms, and the parties thereto are in material compliance with the provisions thereof, and there exists no event or condition which with the giving of notice or lapse of time, or both, would constitute a default thereunder. Seller has received, or will receive prior to the Closing, the written consent of each party to the Assigned Contracts designated on **Schedule 4.1(j)** as requiring consent to the assignment, or otherwise complied with Seller's obligations under Section 6.1(b). Seller has delivered to PAWC correct and complete copies of those Contracts requested by PAWC, as well as copies of the requisite assignments for each of the Assigned Contracts which effectuates the transfer of the Assigned Contracts to PAWC as of the Closing Date. Except as disclosed on **Schedule 4.1(j)**, Seller is not a party to any contract or subject to any arrangement for future payment of refunds under any extension agreement, customer deposit agreement or similar arrangement with respect to the Assets or the System.

(k) Adequacy of Property Rights: Real Property and Easements.

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

(ii) Set forth on **Schedule 4.1(k)(ii)** is a true, correct and complete list of all easements and rights of way relating to the real property and the Assets. All of such easements and rights of way are valid and will be transferred to PAWC and remain in full force as of the Closing and thereafter. Seller has not received any notice of violation of any easements, covenants, restrictions or similar instruments and there is no basis for the issuance of any such notice or the taking of any action for such violation. At and after the Closing, PAWC shall have all rights, easements and agreements necessary for the use and maintenance of water, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the real property.

(iii) There are no outstanding options, rights of first refusal or rights of first offer to purchase any of the real property or any portion thereof or interest therein, except as otherwise set forth on **Schedule 4.1(k)(iii)**.

(iv) All improvements located on, and the use presently being made of, the real property comply with all applicable zoning and building codes, ordinances and regulations and all applicable fire, environmental, occupational safety and health standards and similar standards established by Applicable Law, and the same use thereof by PAWC following Closing will not result in any violation of any such code, ordinance, regulation or standard. No improvements encroach on any land that is not included in the real property or on any easements affecting such real property, or violate any building lines or set-back lines, and there are no encroachments onto the real property, or any portion thereof, that would interfere with the use or occupancy of such real property or the continued operation of the System as currently conducted.

(v) There is no unpaid tax, levy or assessment against the real property (except for encumbrances relating to assessments not yet due and payable), nor is there pending or threatened any condemnation proceeding against the real property or any portion thereof. **Schedule 4.1(k)(v)** contains a list of all impending taxes, levies and assessments that are due and owing after the Closing Date.

(vi) Except as set forth in **Schedule 4.1(k)(vi)**, there is no condition affecting the real property or the improvements located thereon that requires repair or correction to restore the same to reasonable operating condition.

(vii) Notwithstanding the foregoing, if and to the extent Seller or PAWC determines that Seller is missing or unable to locate the recording information for any easements or rights of way relating to the Assets and is unable to locate or obtain a new easement for the same (each a “**Missing Easement**”, and collectively, the “**Missing Easements**”), Seller covenants and agrees that it shall use its commercially reasonable and diligent efforts to obtain all of the Missing Easements as promptly as reasonably possible after the Closing.

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

(m) Tax Matters.

(i) Seller has timely and properly filed all tax returns that it was required to file. All such tax returns were complete and correct in all material respects and were prepared in compliance with all Applicable Laws. All taxes owed by Seller have been paid. Seller is not the beneficiary of any extensions of time within which to file any tax return. There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any tax.

(ii) Seller has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, supplier, vendor, creditor, or other third party. Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(iii) There are no audits or examinations of any tax returns pending or threatened that relate to Seller’s operation of the System or the Assets. Seller is not a party to any action or proceeding by any Governmental Authority for the assessment or collection of taxes relating to the operation of the System, nor has such event been asserted or threatened. There is no waiver or tolling of any statute of limitations in effect with respect to any tax returns relating to Seller’s operation of the System or the Assets.

(n) No Material Adverse Conditions: Insurance. There are no facts, circumstances or conditions existing or threatened that would have, or would be reasonably be expected to have, a material adverse effect on the condition, properties, assets, indebtedness, liabilities, commitments, operations or prospects of the System or the Assets. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of the Assets, the System, and all related operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the contemplated transactions. There are no pending claims or proceedings arising out of, based upon or with

respect to any of such policies of insurance and, to Seller's knowledge, no basis for any such claims or proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies, and no insurance provider is in default with respect to such insurance policies.

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

(p) Adequacy of Permits. Set forth in **Schedule 4.1(p)** is a complete and correct list of all permits, licenses, registrations, approvals and other authorizations (collectively, the "**Permits**") used by Seller in the continuing ownership, use, operation and maintenance of the System and for the Assets. Such Permits constitute all those necessary for the continuing ownership, use, operation and maintenance of the System and for the Assets, all such Permits are in full force and effect, and no such Permit is subject to any appeal or other administrative or judicial proceeding. No fact or circumstance exists that is reasonably likely to cause any such Permit to be revoked, suspended or materially altered subsequent to the execution of this Agreement and the Closing Date, and neither the execution of this Agreement, nor the Closing do or will constitute or result in a default under or violation of any such Permit. Seller likewise has obtained and continues to possess all Permits required under, by or pursuant to Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under Environmental Laws. Such Permits shall be issued prior to Closing in a form and with terms and conditions that are reasonably satisfactory to PAWC.

(q) Sanitary Sewer System / Storm Water. The System and all wastewater collection systems which discharge into the System constitute Sanitary Sewer Systems, and neither the System nor any such collection systems constitute a Combined Sewer System.

(r) Environmental Matters.

(i) To the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets or the System that may materially impede or prevent compliance with Environmental Laws, and Seller is, and at all times has been, in full compliance with and has not been, and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect, nor has it received any actual or threatened order, notice or other communication from any Governmental Authority or other person of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any environmental, health and safety liabilities with respect to real property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the real property or any other real property at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other person for whose conduct it is or may be held responsible, or from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(ii) There are no pending or threatened claims, encumbrances or other restrictions of any nature, resulting from any environmental, health and safety liabilities or arising under or pursuant to any Environmental Law with respect to or affecting Seller's real property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest. Neither Seller nor any other person for whose

conduct it is or may be held to be responsible has any material environmental, health and safety liabilities with respect to Seller's real property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest or at any property geologically or hydrologically adjoining the real property or any such other property or assets.

(iii) There are no hazardous materials, except those used in connection with the ordinary course operation of the System in accordance with all Environmental Laws, present on or in the environment at the real property or at any geologically or hydrologically adjoining property, including any hazardous materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the real property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller, nor any other person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any hazardous activity conducted with respect to the real property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. There has been no release or threat of release, of any hazardous materials at or from the real property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest (e.g., other properties that may impact or affect the Assets or the System), or any geologically or hydrologically adjoining property, whether by Seller or any other person.

(iv) Except as set forth in **Schedule 4.1(r)(iv)**, none of the following exists at the System or on the real property that is part of the Assets: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.

(v) Seller has delivered to PAWC true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to hazardous materials or hazardous activities in, on or under the real property, or concerning compliance by Seller, its predecessors, or any other person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, analyses, tests and monitoring to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.

(vi) Seller has been and is in compliance with all administrative and judicial orders, consent orders, decrees, consent decrees, judgments, directives and notices of violation issued by any Governmental Authority concerning or related to the Assets under or in connection with any applicable Environmental Laws.

(vii) No wastewater discharged into the System contains any materials that would constitute Hazardous Waste (as defined under RCRA and 40 C.F.R. Part 261), including by virtue of being mixed with Hazardous Waste or derived from the treatment of Hazardous Waste, in the absence of the exemption provided in 40 C.F.R. § 261.4(a)(1) for mixtures of domestic sewage and other wastes that passes through a sewer system to a publicly-owned treatment works.

(s) Brokers. No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement.

(t) Customer Advances. Set forth in **Schedule 4.1(t)** is a complete and accurate list of all unexpired customer advances for construction held by Seller as of the date of this Agreement and extension deposit agreements (or similar agreements) to which Seller is a party (each an "**Extension Deposit Agreement**"), and which contain unexpired obligations of Seller to provide for the payment of periodic refunds to parties making advances for the construction of facilities for wastewater service. Seller will provide to PAWC within fifteen (15) days of

the execution of this Agreement (to be updated at Closing), accurate and complete copies of each such customer advances and Extension Deposit Agreement. All records of Seller relating to each Extension Deposit Agreement are complete and accurate in all material respects and, together with the relevant Extension Deposit Agreement, represents all the information reasonably required to determine Seller's obligations to each party to the Extension Deposit Agreements; and there are no disputes or disagreements with any party to an Extension Deposit Agreement relating to the amount due under that agreement or the method of calculating that amount. **Schedule 4.1(t)** may be updated at Closing only with the mutual consent of the parties.

(u) Updating of Information. Between the date of this Agreement and the Closing Date, Seller will deliver revised or supplementary Schedules to this Agreement, containing accurate information as of the Closing Date, in order to enable PAWC to confirm the accuracy of Seller's representations and warranties and otherwise effectuate the provisions of this Agreement. Seller will promptly inform PAWC, in writing, of the occurrence or failure of any action or event that would violate Seller's representations and warranties under this Agreement or render them inaccurate as of the date hereof or the Closing Date or that would constitute a breach of any covenant of Seller under this Agreement or a failure of any condition to the obligations of either Seller or PAWC under this Agreement. Each month prior to Closing, Seller will notify PAWC regarding any changes to information previously provided to PAWC related to the System or this Agreement.

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

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

(x) Notwithstanding any other provision set forth in this Agreement, the representations and warranties of Seller set forth in the preceding subparagraphs (a) thru (w) are made to the best of Seller's knowledge, information, and belief and without Seller or any member of its Board, employees, agents, representatives, or solicitor having undertaken any investigation as to the accuracy or completeness thereof. PAWC acknowledges that Seller is a municipal authority governed by a Board comprised of volunteer unpaid citizens who do not have expertise in the operations of the System. The current members of the Board have served on the Board for periods of time ranging from one to four years and lack specific knowledge as to the operations of the System under prior Boards. The Board Members acknowledge that they have a fiduciary duty to Seller by virtue of their positions, however, and that the knowledge typically held by such a fiduciary is imputed to them thereby.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PAWC

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

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

(b) Due Authorization; Valid and Binding. PAWC has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby, and PAWC has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of PAWC.

(c) Financial Wherewithal. PAWC has sufficient funds on hand to pay the amounts due pursuant to this Agreement.

(d) Absence of Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of PAWC, threatened against PAWC, and PAWC is not subject to any outstanding judgment, order or decree of any court or governmental body, which would in either case, reasonably be expected to prevent or materially interfere with or delay PAWC's ability to perform its obligations under this Agreement.

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

ARTICLE 6

COVENANTS

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

(a) Conduct of Business. Between the date of this Agreement and the Closing Date, Seller shall carry on the operation of the System, the business and the Assets in the ordinary course of business and in compliance with law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the System, the business and the Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level that is sufficient to operate the System in accordance with past practice and maintain the Assets in substantially the condition currently existing, normal wear and tear excepted. Without limiting the foregoing, Seller shall not sell, lease, dispose, retire, distribute or encumber any of the Assets, or construct, purchase or acquire any new assets, properties or rights relating to the System or Assets, or enter into a commitment or contract to do any of the foregoing (other than the purchase and use of supplies and maintenance of the System and the Assets in the ordinary course of business), without the prior written consent of PAWC. Seller shall notify PAWC within 15 days of the receipt of any notice of violation.

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

arrangement satisfactory to PAWC (in its sole discretion) as provided above. Seller shall transfer all of the utilities used or necessary for the System from Seller to PAWC effective as of the Closing Date, and Seller shall be responsible to pay all bills and fees for these utilities for the period prior to and including the Closing Date. PAWC shall provide any necessary information reasonably required by Seller to effectuate this transfer.

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

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

(e) Supplemental Information.

(i) Seller has provided and shall provide PAWC, with a copy of (a) each of the Assigned Contracts entered into by Seller after the date of this Agreement and prior to Closing relating to the System or the Assets; (b) a copy of any written notice of assessments for public improvements against any of the Assets received after the date of this Agreement and prior to Closing; (c) any writs of summons or complaints filed against Seller or its representatives for any and all claims relating to the System or the Assets; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of the System or the Assets received after the date of this Agreement, but prior to the Closing.

(f) Regulatory Consents. Seller shall, at all times, use its best efforts to and diligently pursue all approvals, authorizations, consents and Permits required to be obtained to consummate the transaction contemplated by this Agreement, including approval of any necessary revision to the Act 537 Plans for each of the municipalities served by the System. Seller shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for Seller to sell the Assets pursuant to the terms of this Agreement; and (ii) keep PAWC apprised of the status of any filing or submission to any such governmental or regulatory agency.

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

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

(i) Customer Advances. Prior to the Closing Date, Seller shall complete the construction of all mains and facilities for which Seller has received customer advances and return all unexpended customer advances to the appropriate depositor. Provided, however, that for projects acceptable to and approved in writing by PAWC, Seller may pay over to PAWC the unexpended, non-refundable customer advances, and PAWC shall assume all of the responsibility of Seller as to those unexpired customer advances and shall be bound by the terms and conditions contained in the Extension Deposit Agreements. PAWC shall not assume any responsibility for any

unexpired customer advances received by Seller, or for any Extension Deposit Agreements to which Seller becomes a party, except as specifically agreed to in writing.

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

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

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

6.3 Cooperation. Subject to the terms and conditions of this Agreement, the parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under Applicable Law to make effective the contemplated transactions as promptly as practicable. Prior to the Closing, the parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth herein. Any and all filing fees in respect of such filings shall be paid by PAWC, including those fees implemented by the PUC. On or after the Closing Date, the parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments not obtained prior to Closing, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Seller shall cooperate with PAWC to ensure a proper transition of all customers with respect to billing and customer service activities, including assisting PAWC to place all customer information in a format reasonably requested by PAWC. PAWC acknowledges that customer billings are provided to Seller by the Municipal Authority of Westmoreland County ("MAWC") and that Seller has no control over the billing program or format used by MAWC. Therefore, Seller makes no assurances to PAWC that Seller can provide the customer information to PAWC in any format requested by PAWC.

6.4 Rates. Prior to Closing, Seller shall adopt PAWC's Rate Zone 2 sanitary sewer rates for the customers of the System, which adopted rates shall become effective on the Closing Date and shall be the Rate Zone 2 sewer rates then in effect under PAWC's Tariff on the Closing Date. These rates are reflected in **Schedule 6.4**. Seller shall provide PAWC a copy of the Resolution adopting PAWC's rates, certified by an authorized representative of Seller. Unless it would result in lower sanitary sewer rates for System customers, after the Closing Date PAWC shall not propose rates for System customers that are different than those proposed for PAWC customers in McKeesport, PA. After the Closing, PAWC shall institute its grant or discount program for low-income customers currently served by the Seller.

6.5 Required Capital. On or prior to the fifth (5th) anniversary of Closing, PAWC shall use its reasonable commercial efforts to complete the capital projects set forth on **Schedule 6.5** ("**Capital Projects**").

PAWC shall use its reasonable commercial efforts to use qualified Allegheny or Westmoreland County based contractors on Capital Projects, provided PAWC shall not be required to pay premium costs or to delay implementation of Capital Projects if Allegheny or Westmoreland County contractors are not available in order to meet the requirements of any Capital Project.

ARTICLE 7

RESERVED

ARTICLE 8

PENNSYLVANIA PUBLIC UTILITY COMMISSION APPROVAL

8.1 Pennsylvania PUC Approval. The obligation of PAWC to consummate the transactions contemplated by this Agreement is conditioned upon PAWC receiving the approvals of the PUC. PAWC covenants and agrees to initiate, and use commercially reasonable efforts to prosecute the necessary proceedings to obtain the approval of the PUC for: (a) this Agreement and the transactions contemplated hereby which require approval by the PUC, including the transfer by sale of the Assets to PAWC and the Assigned Contracts; (b) the right of PAWC to provide wastewater service to the public primarily in the service area presently being served by Seller's System; (c) the right of PAWC to apply after Closing PAWC's existing rules and regulations for service as set forth in PAWC's Tariff for the service area presently being served by Seller's System; (d) the right of PAWC to adopt Seller's rates as PAWC's rates in the area to be served at the time of Closing consistent with Section 6.4; and (e) any other approval as may be appropriate to consummate the transactions contemplated by this Agreement. Seller, by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding.

ARTICLE 9

CONDITIONS PRECEDENT

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

(a) Representations and Warranties. Subject to the provisions of paragraph 4.1(x), Seller's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to this Agreement shall be true, correct and accurate as of the date made and at and as of the time of the Closing with the same force and effect as though such representations and warranties were made at and as of the Closing Date (without giving effect to any supplement to the Schedules), and PAWC shall have received from a proper representative of Seller a certificate to such effect, in form and substance reasonably satisfactory to PAWC.

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

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

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

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

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

(g) Closing Deliveries. Seller shall have delivered all documents required to be delivered by it pursuant to Section 3.2(a).

(h) Act 537 Plans. Any and all Act 537 Plans that DEP requires to be updated as a result of PAWC's purchase shall be revised and approved prior to Closing unless otherwise agreed to in writing by the parties to this Agreement.

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

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

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

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

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

(c) Closing Deliveries. PAWC shall have delivered the Purchase Price and all documents required to be delivered by it pursuant to Section 3.2(b).

ARTICLE 10

INDEMNIFICATION

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

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

10.3 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of one year. Notwithstanding any investigation or audit conducted before or after the Closing Date, or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties, covenants and agreements set forth herein and therein.

10.4 Purchase Price Deduction and Establishment of Escrow. PAWC and Seller acknowledge and agree that, as of Closing, the costs of any Claims or Damages that PAWC may suffer may not yet be known and therefore,

at Closing, Seller shall deposit with a reputable banking institution (the “**Escrow Agent**”), funds as contemplated in subsection 10.4(b) below, as follows:

(a) Missing Easement Deduction. Seller and PAWC have determined that Seller has [three (3) or fewer] Missing Easements on the date of this Agreement. Seller may deduct Two Thousand Dollars (\$2,000.00) per Missing Easement from the Purchase Price for each Missing Easement remaining on the Closing Date.

(b) Authority General Indemnity Escrow. Seller shall also deposit with Escrow Agent pursuant to the Escrow Agreement (the form of which is attached as **Exhibit B**), the sum of Two Hundred Thousand (\$200,000.00) (the “**Authority Escrow**”) for the purpose of covering any Claims or Damages of any PAWC Indemnified Parties that would be subject to indemnification by Seller under this Agreement for a period of up to one (1) year after the Closing. Following the date that is one (1) year after the Closing, then to the extent of any funds remaining in the Authority Escrow, any such funds (including any interest) remaining in the Authority Escrow shall be released promptly (but in no event later than thirty (30) days after the date set forth above) to Seller. If PAWC suffers any Claims or Damages that would be subject to indemnification from Seller as provided in this Agreement, PAWC shall submit to Escrow Agent and Seller a written request for disbursement, accompanied by reasonable supporting documentation therefore (a “**Request for Disbursement**”). Seller shall have five (5) days in which to review and verify the information submitted in the Request for Disbursement, and unless Seller objects in writing within five (5) days after the Request for Disbursement, the Request for Disbursement shall be deemed approved. If Seller objects, in the time set forth above, to a Request for Disbursement, then any portion of the Request for Disbursement to which Seller does not object shall nonetheless be released to PAWC. To the extent of any disputed portion of a Request for Disbursement, the dispute resolution procedures of the Escrow Agreement shall apply.

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

10.6 Threshold Amount and Liability Cap.

(a) Neither PAWC nor PAWC Indemnified Persons is entitled to indemnification pursuant to Article 10 (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Claims or Damages incurred by PAWC nor PAWC Indemnified Persons under this Agreement exceeds \$50,000 (the “**Threshold Amount**”), in which case Seller shall then be liable for Claims or Damages from the Escrow Fund in excess of the Threshold Amount; *provided, however,* that the foregoing limitations contained in this Section 10.6(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Seller’s liability for any claims under Article 10 is capped at the Purchase Price (the “**Liability Cap**”).

ARTICLE 11

TERMINATION

11.1 Termination. This Agreement may, by notice given, be terminated and abandoned at any time prior to completion of the Closing:

(a) By the mutual consent of the Seller and the PAWC;

(b) By either the Seller or the PAWC, upon notice, if:

(i) the Closing does not occur on or prior to the Outside Date, except the PAWC has the one-time right, upon notice to the Seller, to extend the Outside Date for up to one hundred twenty (120) days if, in the PAWC's sole discretion, any such amount of time up to one hundred twenty (120) is necessary to obtain a required Governmental Approval;

(ii) any Governmental Authority issues an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action becomes final and non-appealable; provided, however, that the Party seeking termination pursuant to this clause (b)(ii) is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the PAWC pursuant to the terms of this Agreement or of any representation or warranty of the PAWC contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by the Seller to the PAWC or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing); or

(d) By the PAWC (if PAWC is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Seller pursuant to the terms of this Agreement or of any representation or warranty of the Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by the PAWC to the Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article 9 of this Agreement not being satisfied (which condition has not been waived by the PAWC in writing).

This Agreement may not be terminated after the Closing.

11.2 Effect of Termination. The right of each party to terminate this Agreement under Section 11.1 is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 11.1, all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in this Section 11.2 (Effect of Termination) and Article 12 (Miscellaneous) survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by another party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 12

MISCELLANEOUS

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

12.2 Successors and Assigns.

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

(b) The parties hereto acknowledge and agree that the limitations on assignment contained in Section 12.2(a) do not limit the rights of the Creator Municipalities, as the municipalities who created Seller, under the Municipality Authorities Act. In the event of the termination of Seller in accordance with the Municipality Authorities Act or transfer of the System to the Creator Municipalities pursuant to the Municipality Authorities Act or other Applicable Law:

(i) The Creator Municipalities shall assume and be jointly and severally liable for all of Seller's obligations under this Agreement in each case as if the Creator Municipalities were direct parties hereto;

(ii) The Creator Municipalities shall appoint an agent for and on behalf of the Creator Municipalities in connection with, and to facilitate, any and all transactions arising from, in connection with and incident to this Agreement;

(iii) A decision, act, consent or instruction of the Seller Successor Agent shall constitute a decision of Seller and shall be final, binding and conclusive upon each of the Creator Municipalities, and PAWC and an escrow agent may rely upon any decision, act, consent or instruction of the Seller Successor Agent as being the decision, act, consent or instruction of Seller and Creator Municipalities;

(iv) PAWC and an escrow agent are hereby irrevocably relieved of any liability to any person for any acts done by them in accordance with such decision, act, consent or instruction of the Seller Successor Agent; and

(v) Seller or the Seller Successor Agent, as the case may be, shall constitute the sole point of contact for purposes of any notices to be given, consents to be obtained, or other communications, by PAWC or PAWC's affiliates pursuant to or in connection with this Agreement or any matters arising out of or relating hereto; and in no event shall PAWC be required or obligated in any way to give notice to, obtain the consent of, or otherwise communicate with any person other than Seller or the Seller Successor Agent.

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

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

12.5 Transfer Taxes. Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be paid in full by PAWC at Closing.

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

If to PAWC:

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

With a required copy to:

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

If to Seller:

Sutersville-Sewickley Municipal Sewage Authority
826 4th Street
Sutersville, PA 15083
Attention: Chairperson

With a required copy to:

Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West
1500 Market Street
Suite 3400
Philadelphia, PA 19102-2101
Attention: Thomas Wyatt

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

12.7 Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of law's provisions.

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

12.9 Interpretation. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this

Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Unless otherwise indicated, the words “including”, “includes”, “included” and “include”, when used, are deemed to be followed by the words “without limitation.”

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

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

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

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

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

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

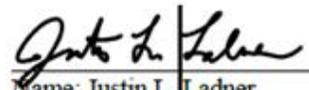
[SIGNATURES TO FOLLOW]

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

**SUTERSVILLE-SEWICKLEY MUNICIPAL
SEWAGE AUTHORITY**

By: 
Name: Bruce Riley
Its: Chairman, Sutersville Sewickley Municipal
Sewage Authority

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: 
Name: Justin L. Ladner
Its: President

List of Exhibits

Exhibit A – Bill of Sale and Assignment and Assumption Agreement

Exhibit B – Form of Escrow Agreement

List of Appendices

Appendix 1 – Definitions

List of Schedules

Schedule 1.0 – Service Area Map

Schedule 1.4 – List of Excluded Assets

Schedule 2.4 – Seller Outstanding Indebtedness

Schedule 3.2(a) – Seller Closing Deliveries

Schedule 3.2(b) – PAWC Closing Deliveries

Schedule 4.1(b) – Assets Subject to Leasehold Interest

Schedule 4.1(f) – Approvals or Violations

Schedule 4.1(h) – Undisclosed Liabilities

Schedule 4.1(j) – Assigned Contracts

Schedule 4.1(k)(i) – Rights in Real Property and Leases

Schedule 4.1(k)(ii) – Easements and Rights of Way

Schedule 4.1(k)(iii) – Options and Rights of First Refusal

Schedule 4.1(k)(v) – Taxes and Assessments

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

Schedule 4.1(l) – Litigation

Schedule 4.1(o) – Violations of Law

Schedule 4.1(p) – Permits

Schedule 4.1(r)(iv) – Environmental Conditions

Schedule 4.1(t) – Extension Deposit Agreements

Schedule 6.4 – Seller’s Rates

Schedule 6.5 – Capital Projects

Exhibit A

Form of Bill of Sale

THIS BILL OF SALE is made as of this __ day of _____, 2025, by and between the **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 826 Curry Road, Sutersville, Pennsylvania (“**Seller**”), and **Pennsylvania-American Water Company**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**PAWC**”).

B A C K G R O U N D:

A. Seller and Buyer entered into that certain Asset Purchase Agreement dated _____, 2025 (the “Agreement”), pursuant to which Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller the Acquired Assets, including, without limitation, all of its personal property and fixed assets including equipment, machinery, vehicles, and auxiliary equipment as more thoroughly described on Exhibit “A” attached hereto and incorporated herein by reference (“Personal Property”).

B. Seller desires hereunder to transfer and assign to Buyer the Personal Property pursuant to the Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof.

C. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

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

1. Transfer and Assignment. Seller hereby sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, all of Seller’s right, title and interest in, to and under the Personal Property.

2. Acceptance of Transfer and Assignment. Buyer hereby accepts the transfer, conveyance, assignment and delivery of the Personal Property.

3. Absolute Transfer. It is the intention of Seller to transfer absolute title of the Personal Property to Buyer.

4. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument. This Bill of Sale shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Bill of Sale as the signatories.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflicts of laws principles thereof.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

[Remainder of Page Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on the day and year first above written.

SELLER:

**SUTERSVILLE-SEWICKLEY MUNICIPAL
SEWAGE AUTHORITY**

By: _____
Name: _____
Title: _____

BUYER:

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: _____
Name: _____
Title: _____

EXHIBIT A

Personal Property

Form of Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into effective as of this ___ day of _____, 2025, by and between **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 826 Curry Road, Sutersville, Pennsylvania (the “Assignor”) and **Pennsylvania-American Water Company**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (the “Assignee”).

A. Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement dated _____, 2025 (the “Purchase Agreement”), pursuant to which Assignor has agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets.

B. The Purchase Agreement contemplates that at Closing, Assignor will assign to Assignee and Assignee will accept and assume, all of Assignor’s right, title and interest in and to any and all Assigned Contracts and Authorizations and Permits (the “Assigned Business Deliverables”) necessary for the operation of the Acquired Assets.

C. Unless herein otherwise defined, all terms defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement when used in this Assignment.

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

1. Assignment of Assigned Business Deliverables. To the extent assignable, Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to all Assigned Business Deliverables, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

2. Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and the Buyer Indemnified Persons from and against any and all claims for Losses in accordance with Section 10.1 of the Purchase Agreement.

3. Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and the Seller Indemnified Persons from and against any and all claims for Losses in accordance with Section 10.2 of the Purchase Agreement.

4. Counterparts. This Assignment may be executed in any number of identical counterparts, each of which may be executed by any one or more of the parties hereto, all of which shall together constitute one and the same instrument, and shall be binding and effective when each party hereto has executed and delivered to the other party at least one counterpart. Counterparts delivered via email (.pdf) or facsimile shall be deemed to be originals for all purposes.

5. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (without giving effect to Pennsylvania's principles of conflicts of law) and the applicable laws of the United States of America.

7. Further Assurances. Assignor acknowledges and agrees that it shall use commercially reasonable efforts to assist Assignee with notice to the other contract parties under the Assigned Contracts with respect to the execution and effect of this Assignment. Without limiting the foregoing, Assignor acknowledges and agrees that it shall use commercially reasonable efforts as requested to by Assignee to effectuate the assignment of any additional contracts, permits, authorizations, licenses and warranties not covered hereunder.

8. Absolute Assignment. It is the intention of Seller to transfer absolute title of the Assigned Business Deliverables to Buyer, its successors and assigns, free of any redemption by Seller or its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**SUTERSVILLE-SEWICKLEY MUNICIPAL
SEWAGE AUTHORITY**

By: _____
Name: _____
Title: _____

ASSIGNEE:

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: _____
Name: _____
Title: _____

Exhibit B

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into on _____, 2025 by **Pennsylvania-American Water Company**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (“Buyer”), **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 826 Curry Road, Sutersville, Pennsylvania (“Seller”), and [**S&T Bank**, a Pennsylvania Financial Institution], as escrow agent (the “Escrow Agent”).

BACKGROUND:

Buyer and Seller have entered into a certain Asset Purchase Agreement dated May 22, 2025 (the “Asset Purchase Agreement”) for the sale of the sewer collection and conveyance system which is owned, maintained and operated by Seller and which provides service to customers in the PUC certificated territory of _____, located in Westmoreland County, Pennsylvania (the “Transaction”). Upon Closing of the Transaction, Seller is required to deposit the amount of Two Hundred Thousand Dollars (\$200,000) into escrow with the Escrow Agent in order to cover any Claims or Damages of any PAWC Indemnified Parties that would be subject to indemnification by Seller under the Asset Purchase Agreement for a period of up to one (1) year after the Closing pursuant to Article 10 of the Asset Purchase Agreement (the “Escrow Fund”). Buyer, Seller, and Escrow Agent are entering into this Agreement to establish the terms of the funding, management and distribution of the Escrow Fund as required by the Asset Purchase Agreement.

As stated in the Asset Purchase Agreement, Seller may be dissolved after closing pursuant to the Municipality Authorities Act. In the event of dissolution by Seller, the **Borough of Sutersville, Westmoreland County**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (“Sutersville”) and **Township of Sewickley, Westmoreland County**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (“Sewickley”) (Sutersville and Sewickley are collectively referred herein as “Creator Municipalities”), will assume all rights and obligations of the Seller.

Capitalized terms used in this Agreement but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and in the Asset Purchase Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. Acceptance by Escrow Agent. The Escrow Agent accepts the appointment as escrow agent pursuant to this Agreement and shall act on the terms and conditions set forth in this Agreement. The Escrow Agent’s fees shall be paid as follows: fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

2. Investment of Escrow Fund. Upon receipt by the Escrow Agent of the Escrow Fund at Closing, the Escrow Agent shall, subject to the terms hereof and in accordance with Section 5611 of the Municipal Authorities Act, retain the Escrow Fund and is empowered and directed to invest the Escrow Fund in an interest-bearing account, as described more fully in Exhibit I. The Escrow Agent shall not be obligated to earn any particular yield or rate of return on the Escrow Fund. All interest and other earnings on the Escrow Funds shall be distributed to the Seller. The Escrow Agent shall have no liability for any investment losses.

3. Rights and Responsibilities of Escrow Agent. The acceptance by the Escrow Agent of its duties hereunder is subject to the following terms and conditions, which shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

a. The Escrow Agent shall act hereunder as a depository only, and it shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any document furnished to the Escrow Agent or any asset deposited with it.

b. The Escrow Agent shall have no duties except those specifically set forth in this Agreement.

c. The Escrow Agent shall have the right any time it deems appropriate to seek an adjudication in a court of competent jurisdiction, located in Westmoreland County, Pennsylvania (a "Court"), as to the respective rights of Buyer and Seller and shall not be held liable by any party hereto for the delay or the consequences of any delay occasioned by such resort to Court.

d. The Escrow Agent: (i) shall not be responsible for any of the agreements referred to or described herein, or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent; (iii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry as to or to determine the genuineness, accuracy or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same, and (v) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete

authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel. In the event of any conflict between the terms and provision of this Agreement, those of the Asset Purchase Agreement, any schedule or exhibit attached to the Agreement, or any other Agreement among the parties, the terms and conditions of this Agreement shall control.

e. The Escrow Agent shall not be liable to anyone for any action taken or omitted to be taken by it hereunder except in the case of the Escrow Agent's gross negligence or willful misconduct as determined by a Court. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent may consult with accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such accountants or other skilled persons. In the event that the Escrow Agent shall receive instructions, claims or demands from Buyer or Seller which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a direction in writing by Buyer and Seller which eliminates such conflict or by a final and non-appealable order of a Court. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Escrow Agent has been informed of the likelihood of such loss or damage and regardless of the form of action.

f. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as a subagent of the Escrow Agent or for any third person or dealing as principal for its own account.

g. Notwithstanding any term appearing in this Agreement to the contrary, in no instance shall the Escrow Agent be required or obligated to distribute any portion of the Escrow Fund (or take other action that may be called for hereunder to be taken by the Escrow Agent) sooner than two (2) business days after (i) it has received the applicable documents required under this Agreement in an acceptable form; or (ii) passage of the applicable time period (or both, as applicable under the terms of this Agreement), as the case may be.

h. Unless and except to the extent otherwise expressly set forth herein, all deposits and payments hereunder, or pursuant to the terms hereof shall be in U.S. dollars.

i. The Escrow Agent shall have the right at any time to resign for any reason and be discharged of its duties as Escrow Agent hereunder by giving written notice of its resignation to Buyer and Seller hereto at least thirty (30) business days prior to the date specified for such resignation to take effect. All obligations of the Escrow Agent in this

Agreement shall cease and terminate on the effective date of its resignation, provided that, prior to the effective date of resignation:

- (i) if a successor escrow agent shall have been appointed and written notice thereof shall have been given to the resigning Escrow Agent by Buyer, Seller and the successor escrow agent, then the resigning Escrow Agent shall deliver the Escrow Fund to the successor escrow agent; or
- (ii) if a successor escrow agent shall not have been appointed by Buyer and Seller, for any reason whatsoever, the resigning Escrow Agent shall deliver the Escrow Fund to a Court, and give written notice of the same to the Buyer and Seller.

The resigning Escrow Agent shall be reimbursed by Buyer and Seller for any expenses incurred in connection with its resignation and transfer of the Escrow Fund pursuant to and in accordance with the provisions of this Section, with each of Buyer and Seller being responsible for fifty percent (50%) of such fees.

j. The Seller and Buyer each covenants and agrees, jointly and severally, to indemnify the Escrow Agent (and its directors, officers and employees) and hold it (and such directors, officers and employees) harmless from and against any loss, liability, damage, cost and expense of any nature (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including, but not limited to, reasonable attorneys' fees and other costs and expenses of defending or preparing to defend against any claim of liability unless and except to the extent such loss, liability, damage, cost and expense shall be finally adjudicated by a Court to have been caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the resignation of the Escrow Agent or the termination of this Agreement.

k. Each of the Seller and Buyer agrees, jointly and severally, (i) to assume any and all obligations imposed now or hereafter by any applicable tax law with respect to any payment or distribution of the Escrow Fund or performance of other activities under this Agreement, (ii) to instruct the Escrow Agent in writing with respect to the Escrow Agent's responsibility for withholding and other taxes, assessments or other governmental charges, and to instruct the Escrow Agent with respect to any certifications and governmental reporting that may be required under any laws or regulations that may be applicable in connection with its acting as Escrow Agent under this Agreement, and (iii) to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with, on account of or relating to the Escrow Fund, the management established hereby, any payment or distribution of or from the Escrow Fund pursuant to the terms

hereof or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable attorneys' fees and expenses), interest and penalties. The foregoing indemnification and agreement to hold harmless shall survive the resignation of the Escrow Agent or the termination of this Agreement.

4. Statements. During the term of this Agreement, the Escrow Agent shall provide Seller and Buyer with monthly statements containing the beginning balance in the escrow account as well as all principal and income transactions for the statement period. The Escrow Agent shall be forever released and discharged from all liability with respect to the accuracy of such statements, except with respect to any such act or transaction as to which Seller or Buyer shall, within ninety (90) days after the furnishing of the statement, file written objections with the Escrow Agent.

5. Obligations of Seller Secured. Subject to Sections 6 through 8 below, the Escrow Agent shall retain the Escrow Fund for a period of one (1) year following Closing Date (the "Term") to fund Seller's responsibilities under Article 10 of the Asset Purchase Agreement.

6. Distribution Procedures. Except as specifically provided in this Agreement, no distribution from the Escrow Fund shall be made except as follows:

- a. upon written notice executed jointly (or in counterparts) by Seller and Buyer (a "Joint Instruction"); or
- b. as may be necessary to comply with any final and unappealable judgment, decree or order of a Court.

7. Final Distribution. Within ten (10) days following the earlier to occur of: (1) the Escrow Agent's receipt of written notice from Buyer or Seller advising the Escrow Agent that the Term has expired; and (2) Buyer's and Seller's Joint Instruction to terminate the Escrow Fund because all of Seller's obligations under Article 10 of the Asset Purchase Agreement secured by this Agreement have been discharged, the Escrow Agent shall release the balance of the Escrow Fund to Seller or as the Seller may otherwise direct in writing.

8. Disbursement Instructions. In the event of any doubt or uncertainty by Escrow Agent as to the propriety of making periodic or final disbursements of the Escrow Fund, the Escrow Agent may retain the Escrow Fund, without penalty or liability, until Buyer and Seller provide joint written instructions for the disbursement of the Escrow Fund or until a final adjudication is made as to its proper disposition. In this regard, Escrow Agent shall be entitled to rely absolutely on the advice of its counsel.

9. Tax Reporting. The Seller and Buyer hereby represent to the Escrow Agent that (a) there is no sale or transfer of a “United States Real Property Interest” as defined under Section 897(c) of the Internal Revenue Code, as the same may be amended from time to time (the “IRC”) in the underlying transaction giving rise to this Agreement, and (b) such underlying transaction does not constitute an installment sale requiring tax reporting or withholding of imputed interest or original issue discount to the Internal Revenue Service (“IRS”) or other taxing authority. The Seller and Buyer each agree that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Fund shall be reported by the Escrow Agent as allocated to the Seller, and reported, as and to the extent required by law, by the Escrow Agent to the IRS, or any other taxing authority on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Fund by the Seller whether or not said income has been distributed during such year.

10. Certification of Taxpayer Identification Number. Each of the Seller and Buyer agree to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon the execution and delivery of this Agreement. Each of the Seller and Buyer understand that, in the event their tax identification numbers are not certified to the Escrow Agent, the IRC, may require withholding of a portion of any interest or other income earned on the investment of the Escrow Fund.

11. Amendment; Waiver. The parties may amend this Agreement only by the parties’ written agreement that identifies itself as an amendment to this Agreement. Any waiver of or consent to depart from the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the parties giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

12. Discharge. The Escrow Agent may be discharged from its duties as Escrow Agent under this Agreement upon thirty (30) days written notice from Buyer and Seller jointly and upon payment of any and all fees and indemnity amounts due to Escrow Agent. In such event, the Escrow Agent shall be entitled to rely on instructions from Buyer and Seller jointly as to the disposition and delivery of the Escrow Fund.

13. Execution. This Agreement may be executed in any number of counterparts which, taken together, are one and the same agreement. This Agreement becomes effective when it has been executed by each party and delivered to all parties, provided, however, that this Agreement shall be effective as between Buyer and Seller when it has been executed by Buyer and Seller and delivered to each of Buyer and Seller. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other parties by pdf or other electronic transmission. Such party is deemed to have executed and delivered this Agreement on the date it sent such electronic transmission. In such event, such party shall forthwith deliver to the other parties an original counterpart of this Agreement executed by such party.

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

15. Entire Agreement. This Agreement is the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, among the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any party to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement. The parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any party or against any party by reason of such provision of this Agreement having been drafted on behalf of one party rather than the other parties.

16. Governing Law; Jurisdiction. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

17. Parties in Interest; Third Party Beneficiaries. This Agreement enures to the benefit of the parties and their successors and assigns, including, but not limited to the Creator Municipalities. Except as hereinafter provided, this Agreement is not intended to and shall not be construed to create upon any Person other than the parties any rights or remedies hereunder.

18. Successors and Assigns. Except for an assignment made by Seller for the benefit of the Creator Municipalities no party to this Agreement may assign any right or delegate any performance under this Agreement without the prior written consent of the other parties. A

purported assignment or purported delegation without prior written consent is void. Upon the dissolution of Seller, the Creator Municipalities shall be the successor to all of Seller's rights, obligations and distributions under this Agreement.

19. Specific Performance. Irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms of this Agreement. Any party may seek specific performance of the terms of this Agreement, in addition to any other remedy to which they are entitled at law or in equity if such party has performed in accordance with the terms of this Agreement.

20. Headings. The headings in this Agreement are for convenience of reference only and shall neither be considered as part of this Agreement, nor limit or otherwise affect the meaning hereof.

21. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) to the address set forth below:

in the case of the Seller:

Sutersville-Sewickley Municipal Sewage Authority
826 4th Street
Sutersville, PA 15083
Attention: Chairperson

with a copy to:

Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102-2101
Attention: Thomas Wyatt

in the case of the Buyer:

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

with a copy to:

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

In the case of Creator Municipalities:

Borough of Sutersville
320 Municipal Avenue
Sutersville, PA 15083
Attention: _____

&

Township of Sewickley
2288 Mars Hill Road
Irwin, PA 15642
Attention: _____

with a copy to:

[In the case of Escrow Agent:

S&T Bank
9350 Lincoln Hwy.
Irwin, PA 15642
Attention: _____

_____]

Any notice addressed to Escrow Agent shall be effective only upon receipt.

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**SUTERSVILLE-SEWICKLEY MUNICIPAL
SEWAGE AUTHORITY**

**PENNSYLVANIA-AMERICAN WATER
COMPANY**

By: _____

Printed: _____

Its: _____

By: _____

Printed: _____

Its: President

ATTEST:

ATTEST:

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

*Signature Page to Closing Escrow Agreement
See following page for Escrow Agent's Signatures*

S&T BANK

ATTEST:

By: _____
Printed: _____
Its: _____

By: _____
Name: _____
Its: _____

Escrow Agent's Signature Page to Closing Escrow Agreement

EXHIBIT I

Terms of Escrow Account

The Escrow Fund shall be continuously invested in accordance with Section 5611 of the Municipal Authorities Act, in an interest-bearing account, with all interest and earnings on the Escrow Fund payable to the Seller.

APPENDIX 1
DEFINITIONS

“**Act 537 Plan**” means the official sewage facilities plan adopted by a municipality pursuant to the Pennsylvania Sewage Facilities Act, 35 P.S. §§ 750.1-750.20(a).

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

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

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

“**Assigned Contracts**” has the meaning provided in **Section 4.1(j)**.

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

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

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

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

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

“**Combined Sewer System**” means a sewer system that collects rainwater runoff, domestic sewage, and commercial and industrial wastewater into one pipe.

“**Creator Municipalities**” means the Borough of Sutersville and the Township of Sewickley.

“**Customer Sewer Laterals**” has the meaning provided in **Section 1.4(a)**.

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

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

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

“**Environmental Laws**” means all federal, state, and local laws and regulations relating to protection of the environment or natural resources, including the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (“**CWA**”), the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic

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

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

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

“**Excluded Assets**” has the meaning provided in **Section 1.4**.

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

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

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

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

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

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

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

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

“**Outside Date**” means eighteen (18) months after the date the application to the PUC is accepted as complete by the PUC.

“**Outstanding Indebtedness**” has the meaning provided in **Section 2.3**.

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

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

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

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

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

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

“**Resolutions**” has the meaning provided in **Section 3.2(b)(iii)**.

“**Sanitary Sewer System**” means a sewer system that collects only domestic sewage and commercial and industrial wastewater (but not stormwater, except for infiltration and inflow from groundwater or stormwater that is not excessive).

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

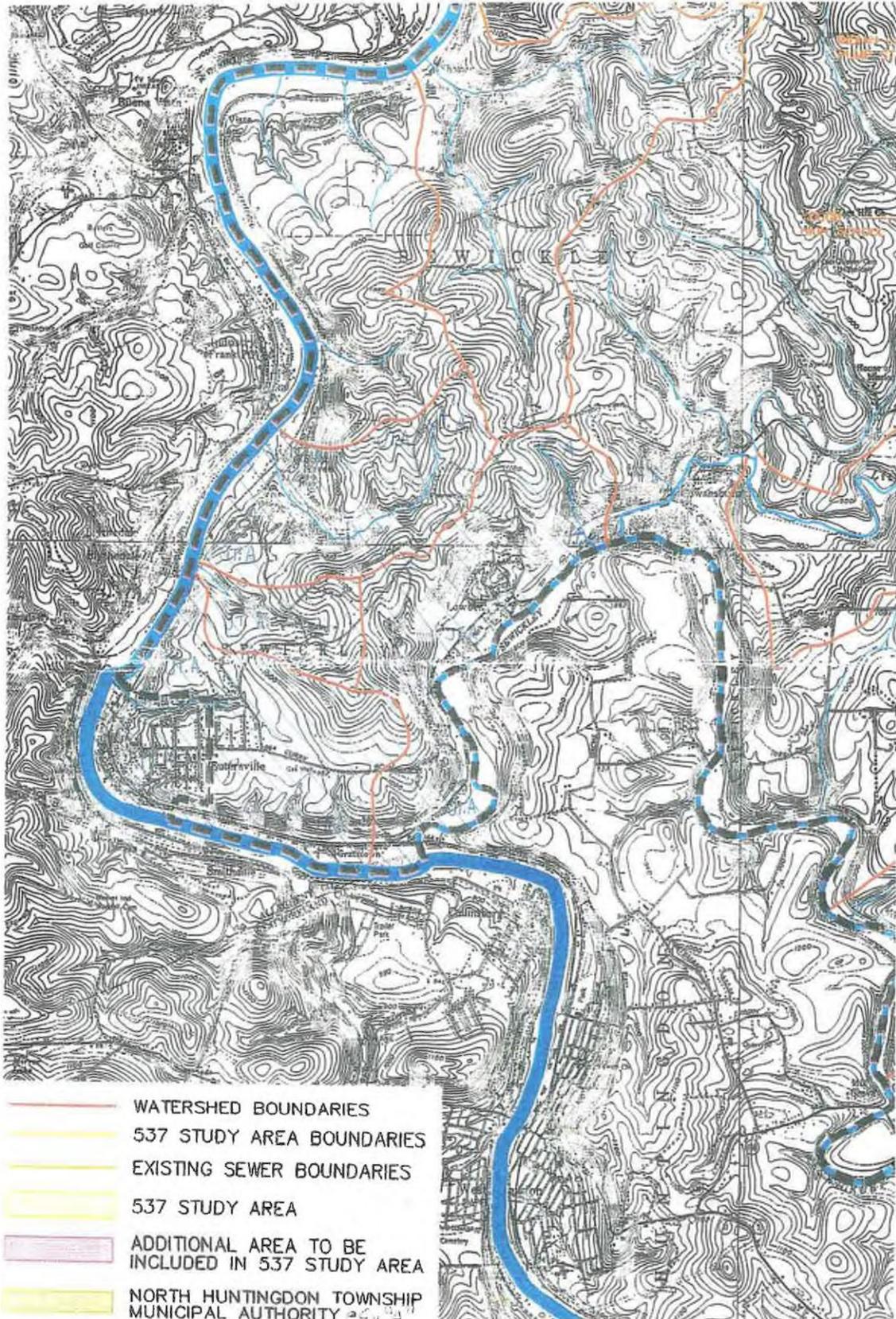
“**Seller Successor Agent**” has the meaning provided in **Section 12.2(b)(ii)**.

“**Stormwater System Assets**” means all assets used exclusively in the operation and maintenance of the MS4 System, including (i) drains, pipes and collection basins and all other stormwater drainage assets used exclusively for stormwater collection, conveyance and discharge; (ii) impoundment dams, catch basins, inlets, pipes and all other stormwater lateral facilities that connect surface water drains to storm conveyances which discharge to surface waters; (iii) interest in real estate directly associated with (i) and (ii) and (iv) any related permits.

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

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

SCHEDULE 1.0 SERVICE AREA MAP



**SCHEDULE 2.4
SELLER OUTSTANDING INDEBTEDNESS**

Penn Vest Loan No. 27724

January 25, 2008, the parties executed a Modification of Bond and Other Funding Documents (“**First Modification**”)

Funding Recipient/Maker thereafter requested and the Authority agreed to reduce the principal amount of the Loan to represent the amount actually drawn on the Loan. On July 31, 2009, the parties executed a Modification of Bond and Other Funding Documents (“**Second Modification**”) which reduced the principal amount of the Loan from \$5,125,305 to \$4,779,255.19.

THIRD MODIFICATION OF BOND AND OTHER FUNDING DOCUMENTS

SCHEDULE 3.2(a)
SELLER CLOSING DELIVERIES

Certificates as set forth in 9.2(a) and 9.2(b).

SCHEDULE 3.2(b)
PAWC CLOSING DELIVERIES

Certificates as set forth in 9.2(a) and 9.2(b).

SCHEDULE 4.1(b)
ASSETS SUBJECT TO LEASEHOLD INTERESTS

None

SCHEDULE 4.1(f)
APPROVALS OR VIOLATIONS

PA Public Utility Commission

PA Department of Environmental Protection

SCHEDULE 4.1(h)
UNDISCLOSED LIABILITIES

None

**SCHEDULE 4.1(j)
ASSIGNED CONTRACTS**

D&B Environmental Services

[Verizon]

Municipal Authority of Westmoreland County Water Usage Agreement

Amended and Restated Intermunicipal Sewage Services Agreement between Elizabeth Township and Seller

Dynegy Energy Electric Service Agreement

- Dynegy Energy Services East, LLC (“Supplier”)
- Sutersville Sewickley Municipal Sewage Authority (“Customer”)
- Term begins May 2025. Term Ends May 2026.

SCHEDULE 4.1(k)(i)
RIGHTS IN REAL PROPERTY AND LEASES

1. 826 Curry Road, Sutersville, PA.
2. Lowber Road, Lowber, PA
3. Adjacent to 258 Suterville Road, Gratztown, PA
4. 1st Avenue, before bridge over Youghiogheny River
5. Between Kangaroo Hill Road and 198 Kangaroo Hill Road Property

**SCHEDULE 4.1(k)(ii)
EASEMENTS AND RIGHTS OF WAY**

GRANTEE NAME	OTHER PARTY	Hard Copy easement map?	INST TYPE	INSTRUMENT ID	BOOK/PAGE	ADDRESS	Contract Drawing	SHORT LEGAL	DATE	NOTES
SSMS A	ARCA, EILEEN	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	65 1st St	C1-1A	TaxMap: 58-09-00-0-017 Muni: SUTERSVILLE BORO	10/24/2005	Now owned by Andrew Arca
SSMS A	SCHREIBER, TERRY	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	401 1st Ave	C3-02	TaxMap: 35-01-11-0-025 Muni: SUTERSVILLE BORO	10/24/2005	
SSMS A	COLLINS, STEPEHN	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	129 1st Ave	C3-03	TaxMap: 35-01-11-0-013 Muni: SUTERSVILLE BORO	10/24/2005	
SSMS A	CASONI, ADRASTO - JR	Y	ROW	200605220023833	DTS 006 2383 3	112 and 116 1st Ave	C3-03	TaxMap: 35-01-11-0-002 Muni: SUTERSVILLE BORO	5/22/2006	Now owned by Carolyn Casoni ET AL
SSMS A	FOSSI, JOSEPH K	Y	ROW	200605220023878	DTS 006 2387 8	422 2nd Ave	C3-04	TaxMap: 35-01-15-0-020 Muni: SUTERSVILLE BORO	5/22/2006	Temporary Const Easement Only - Now owned by Joseph N. Zowacki
SSMS A	ZOWACKI, JOSEPH -JR	Y	ROW	200605220024012	DTS 006 2401 2	422 2nd Ave	C3-04	TaxMap: 35-01-15-0-020 Muni: SUTERSVILLE BORO	5/22/2006	Temporary Const Easement Only
SSMS A	KEEGAN, JAMES P	Y	ROW	200605220023821	DTS 006 2382 1	416, 418 420 2nd Ave	C3-04	TaxMap: 35-01-15-0-018 Muni: SUTERSVILLE BORO	5/22/2006	Now owned by Beryl and Kirby Croft

SSMS A	SIMILO	N	CONDEMNATION	200510240056163	DTS 005 5616 3	432 2nd Ave	C3-04	Taxmap: 35- 01-15-0-024 Muni: SUTERSVI LLE BORO	10/24/2 005	Listed in Condemna tion document but Exhibit 53 sketch is missing from the document.
SSMS A	GOODRUM, JOHN P	Y	ROW	200605220023881	DTS 006 2388 1	Between 1st and 2nd Ave and adjacent to Chestnut Lane or Tiziani Way.	C3-05	TaxMap: 35-01-15-0- 028 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Jennifer and Brian Sampson
SSMS A	MERLINO, JOHN -JR	Y	ROW	200605190023737	DTS 006 2373 7	529 1st Avenue	C3-05	TaxMap: 35-01-15-0- 032 Muni: SUTERSVI LLE BORO	5/19/20 06	Temp Constr ROW only. Now owned by Candy Meyers
SSMS A	MERLINO, JOHN -JR	Y	ROW	200605190023738	DTS 006 2373 8	524 2nd Ave	C3-05	TaxMap: 35-01-15-0- 033 Muni: SUTERSVI LLE BORO	5/19/20 06	Temp Constr ROW only. Now owned by Tylor Kimberly
SSMS A	MOLNAR, JOHN L	Y	ROW	200605190023741	DTS 006 2374 1	537 1st Ave	C3-05	TaxMap: 35-01-15-0- 034 Muni: SUTERSVI LLE BORO	5/19/20 06	
SSMS A	ZOWACKI, CHESTER W	Y	ROW	200605220024014	DTS 006 2401 4	530 2nd Ave	C3-05	TaxMap: 35-01-15-0- 035 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	TAYLOR, DENNIS L	Y	ROW	200605220023849	DTS 006 2384 9	545 1st Ave -35- 01-15-0- 215 but on 2nd Ave	C3-05	TaxMap: 35-01-15-0- 036 Muni: SUTERSVI LLE BORO	5/22/20 06	Temp Constr ROW only
SSMS A	CASONI, ADRASTO GEORGE -SR	Y	ROW	200605220023832	DTS 006 2383 2	540 and 542 2nd Ave	C3-05	TaxMap: 35-01-15-0- 037 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	CASONI, ADRASTO G -SR	Y	ROW	200605220023831	DTS 006 2383 1	601, 603, 605, 607, 609 1st Ave	C3-05	TaxMap: 35-01-15-0- 038 Muni: SUTERSVI	5/22/20 06	Temp Constr ROW only

								LLE BORO		
SSMS A	SOKOL, ELMA J	Y	ROW	200605220023868	DTS 006 2386 8	610 2nd Ave	C3-05	TaxMap: 35-01-15-0- 039 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Adrasto and Nancy Casoni
SSMS A	SMITH, JOHN B -JR	Y	ROW	200605220023867	DTS 006 2386 7	617 1st Ave	C3-05	TaxMap: 35-01-15-0- 040 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Kenneth Long
SSMS A	BROWN, JAMES F	Y	ROW	200605190023603	DTS 006 2360 3	704 2nd St	C3-05	TaxMap: 35-01-15-0- 045 Muni: SUTERSVI LLE BORO	5/19/20 06	
SSMS A	ROESCH, GEORGE	Y	ROW	200605220023838	DTS 006 2383 8	712 2nd Ave	C3-05	TaxMap: 35-01-15-0- 046 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Steven Zemba
SSMS A	CASONI, GEORGE	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	722 2nd Ave	C3-05	TaxMap: 35-01-15-0- 048 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	PENICK, ALLAN	Y	ROW	200605190023801	DTS 006 2380 1	718 2nd Ave	C3-05	TaxMap: 35-01-15-0- 047 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Mark Bonasorte
SSMS A	TAYLOR, DENNIS L	Y	ROW	200605220023850	DTS 006 2385 0	545 1st Ave	C3-05	TaxMap: 35-01-15-0- 215 Muni: SUTERSVI LLE BORO	5/22/20 06	Temp Constr ROW only
SSMS A	SIMONAZZI, WILLIAM M	Y	ROW	200605220024003	DTS 006 2400 3	414 1st St	C3-06	TaxMap: 35-01-11-0- 031 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by John and Cath Hall
SSMS A	SAROSINSKI , BECKY L	Y	ROW	200605220023839	DTS 006 2383 9	508 1st St	C3-06	TaxMap: 35-01-11-0- 032 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	PASKAN, SHIRLEY	Y	ROW	200605190023760	DTS 006 2376 0	406 1st St	C3-06	TaxMap: 35-01-11-0- 040 Muni: SUTERSVI LLE BORO	5/19/20 06	

SSMS A	SOWERS, RAFFAEL	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	720 1st St	C3-06	TaxMap: 35-01-11-0- 043 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	DRAGER, ARLENE E	Y	ROW	200605220023855	DTS 006 2385 5	738 1st St	C3-07	TaxMap: 35-01-11-0- 041 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	CHOPP, ANDREW B	Y	ROW	200605220023826	DTS 006 2382 6	This is 9 acres adjacent to 1st St and Pecan, Locust and Chopp St	C3-07	TaxMap: 58-09-00-0- 036 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Jennifer and Brian Sampson
SSMS A	SOYKA, JOHN G	Y	ROW	200605220023870	DTS 006 2387 0	100 Chopp St	C3-07, C3-08	TaxMap: 58-09-00-0- 071 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by James and Kim Heckman
SSMS A	KEEGAN, AUGUST F	Y	ROW	200605220023820	DTS 006 2382 0	1003 Curry Road	C3-10	TaxMap: 58-09-16-0- 003 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Maureen Hoffman
SSMS A	GHION, MARK A		ROW	200605220023880	DTS 006 2388 0	903 Curry Rd - corner of Pecan St	C3-11	TaxMap: 58-09-15-0- 009 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	KUSMIEREK , JOHN L	Y	ROW	200605190023638	DTS 006 2363 8	907 Curry Rd	C3-11	TaxMap: 58-09-15-0- 010 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	CONVERSO, VALERIE	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	107 Charles St, off 1st St	C3-12	TaxMap: 58-09-00-0- 029 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	BERGMAN, GILBERT A	Y	ROW	200605190023602	DTS 006 2360 2	Easemen t map shows 420 Pine St, but Tax map shows 422, 420 Almond St - but same location. Easemen t map for 58-09-	C3-12	TaxMap: 58-09-00-0- 021 Muni: SEWICKLE Y TWP	5/19/20 06	

						00-0-027 shows Pine Street by NKA Almond St (Charlotte Couchenour Other Party)				
SSMS A	PERLICK, DAVID C	Y	ROW	200605190023803	DTS 006 2380 3	326 Almond St - easement map says Pine St but same location	C3-12	TaxMap: 58-09-00-0-022 Muni: SEWICKLE Y TWP	5/19/2006	
SSMS A	ZACHETTI, WILLIAM MARK	Y	ROW	200605220024009	DTS 006 2400 9	115 Mink Lane off of Almond St	C3-12	TaxMap: 58-09-00-0-024 Muni: SEWICKLE Y TWP	5/22/2006	
SSMS A	KOSH, MARK A	Y	ROW	200605190023637	DTS 006 2363 7	210 Almond St - easement map shows Pine St but same location	C3-12	TaxMap: 58-09-00-0-025 Muni: SEWICKLE Y TWP	5/19/2006	Now owned by Cynthia Ventress
	BRECKO, JOSEPH	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	216 Almond St - easement map shows Pine St but same location				
SSMS A	COCHENOUR, CHARLOTTE M	Y	ROW	200605220023825	DTS 006 2382 5	118 Almond St - Shows Pine St N/K/A Almond St on easement map	C3-12	TaxMap: 58-09-00-0-027 Muni: SEWICKLE Y TWP	5/22/2006	
SSMS A	BERGMAN, DOUGLAS E	Y	ROW	200605190023601	DTS 006 2360 1	917 Mars Hill Rd between 8th Ave and Chopp St	C3-12	TaxMap: 58-09-00-0-030 Muni: SEWICKLE Y TWP	5/19/2006	

						- north side of road				
SSMS A	ZACHETTI, WILLIAM MARK	Y	ROW	201708090026823	DTS 017 2682 3	1109 Mars Hill Rd between 8th Ave and Chopp St - north side of road	C3-12	TaxMap: 58-09-00-0-033 Muni: SEWICKLE Y TWP UPI: 58-03428-00000	8/9/2017	
SSMS A	PERLICK, DAVID C	Y	ROW	200605190023802	DTS 006 2380 2	326 Almond St	C3-12	TaxMap: 58-09-00-0-066 Muni: SEWICKLE Y TWP	5/19/2006	
SSMS A	MINKUS, LEONARD S	Y	ROW	200605190023740	DTS 006 2374 0	109 Mink Lane - off of Almond St - easement map says Pine St by same location	C3-12	TaxMap: 58-09-00-0-067 Muni: SEWICKLE Y TWP	5/19/2006	
SSMS A	ZACHETTI, WILLIAM MARK	Y	ROW	200605220024010	DTS 006 2401 0	115 Mink Lane off of Almond St	C3-12	TaxMap: 58-09-00-0-068 Muni: SEWICKLE Y TWP	5/22/2006	
SSMS A	HUSS, J RONALD -JR	Y	ROW	200605220023916	DTS 006 2391 6	552 Almond St - easement map shows Pine St but same location	C3-12	TaxMap: 58-09-00-0-084 Muni: SEWICKLE Y TWP	5/22/2006	
SSMS A	MIKOLICS, CHARLES M	Y	ROW	200605190023739	DTS 006 2373 9	128 Charles St - surrounds 749 1st St	C3-12	TaxMap: 58-09-00-0-089 Muni: SEWICKLE Y TWP	5/19/2006	Now owned by Michael Moran
SSMS A	ZERONE, BRIAN	Y	ROW	200605220024011	DTS 006 2401 1	307 8th Ave	C3-14	TaxMap: 35-01-15-0-093 Muni: SUTERSVILLE BORO	5/22/2006	

SSMS A	RANDOLPH, DENNIS C	Y	ROW	200605190023807	DTS 006 2380 7	309 8th Ave	C3-14	TaxMap: 35-01-15-0- 094 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Shannon Renee Denitti ET AL
SSMS A	DRAKE, EILEEN P	Y	ROW	200605220023854	DTS 006 2385 4	315 8th Ave	C3-14	TaxMap: 35-01-15-0- 095 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Diane Randolph ET AL; Temp Constr ROW Only
SSMS A	BAIN, ALICE NELSON	Y	ROW	200605190023599	DTS 006 2359 9	318 4th Ave	C3-17	TaxMap: 35-01-15-0- 060 Muni: SUTERSVI LLE BORO	5/19/20 06	
SSMS A	ZOWACKI, JOSEPH -JR	Y	ROW	200605220024013	DTS 006 2401 3	417 3rd Ave	C3-17	TaxMap: 35-01-15-0- 101 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	CEHLARIK, HELEN	Y	ROW	200605220023827	DTS 006 2382 7	404 7th Ave	C3-20	TaxMap: 35-01-15-0- 147 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by William Frohnhofer
SSMS A	MOODY, DAVID	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	408 7th Ave	C3-20	TaxMap: 35-01-15-0- 148 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	LUCCHINI, ALBERT	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	723 3rd Ave	C3-21	TaxMap: 35-01-15-0- 160 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	SZCZERBA, LISA	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	642 3rd Ave	C3-21	TaxMap: 35-01-15-0- 222 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	SZCZERBA, LISA		CONDEMNATION	200510240056163	DTS 005 5616 3	643 3rd Ave	C3-21	TaxMap: 35-01-15-0- 221 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	DEUTSCH, DONALD G	Y	ROW	200605220023856	DTS 006 2385 6	430 7th Ave	C3-21	TaxMap: 35-01-15-0- 153 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Scott Steffey

SSMS A	BROWN, JOHN W	Y	ROW	200605220023834	DTS 006 2383 4	512 7th Ave	C3-21	TaxMap: 35-01-15-0- 154 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Michael and Amanda Way
SSMS A	JORDAN, JAMES R	Y	ROW	200605220023914	DTS 006 2391 4	613 7th Ave	C3-21	TaxMap: 35-01-15-0- 155 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Frank Way
SSMS A	DECLAUDIO , PAULA A	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	727 7th Ave	C3-21	TaxMap: 35-01-15-0- 156 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	JORDAN, JAMES R	Y	ROW	200605220023818	DTS 006 2381 8	613 6th Ave	C3-21	TaxMap: 35-01-15-0- 228 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Frank Way
SSMS A	NOLAN, JAMES O	Y	ROW	200605190023759	DTS 006 2375 9	Empty lot on corner of Miller and Liberty that is across Miller from 429 Miller	C3-24	* TaxMap: 35-01-15-0- 169 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Robert Schinkel
SSMS A	DECLAUDIO , PAULA A	Y	ROW	200605220023845	DTS 006 2384 5	727 7th Ave	C3-24	* TaxMap: 35-01-15-0- 176 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	COUGHANO UR, JANE E	Y	ROW	200605220023843	DTS 006 2384 3	421 7th Ave	C3-24	TaxMap: 35-01-15-0- 166 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Charlene Burk
SSMS A	WAGNER, REBECCA M	Y	ROW	200605220023894	DTS 006 2389 4	517 7th Ave	C3-24	TaxMap: 35-01-15-0- 170 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Ricky and Heather Swope
SSMS A	WAGNER, REBECCA M	Y	ROW	200605220023895	DTS 006 2389 5	Land only off of Miller Ave, but owned by people at 517 7th Ave. Adjacent to it.	C3-24	TaxMap: 35-01-15-0- 174 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Ricky and Heather Swope

SSMS A	HALAHURIC H, STEVE	Y	ROW	200605220023882	DTS 006 2388 2	503 Miller Ave	C3-24	TaxMap: 35-01-15-0- 185 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Dylan Haney. Temp Constr ROW Only
SSMS A	HOLMES, WENDEL R - III	Y	ROW	200605220023917	DTS 006 2391 7	509 Miller Ave	C3-24	TaxMap: 35-01-15-0- 186 Muni: SUTERSVI LLE BORO	5/22/20 06	Temp Constr ROW only
SSMS A	HILDENBRA ND, STEVEN EUGENE	Y	ROW	200605220023918	DTS 006 2391 8	513 Miller Ave	C3-24	TaxMap: 35-01-15-0- 187 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Dan and Amy Heltebran
SSMS A	NOLAN, JAMES O	Y	ROW	200605190023761	DTS 006 2376 1	809 Miller Ave	C3-24	TaxMap: 35-01-15-0- 188 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Candy Meyers
SSMS A	BENNETT, BETTY JEAN VAIRUS	Y	ROW	200605220023922	DTS 006 2392 2	506 8th Ave	C3-24	TaxMap: 35-01-15-0- 189 Muni: SUTERSVI LLE BORO	5/22/20 06	Now owned by Ed Ferree
SSMS A	MORTLE, HELEN	Y	ROW	200605190023758	DTS 006 2375 8	520 8th Ave	C3-24	TaxMap: 35-01-15-0- 192 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Hannah Filapose
SSMS A	MORTLE, HELEN	Y	ROW	200605190023757	DTS 006 2375 7	520 8th Ave	C3-24	TaxMap: 35-01-15-0- 192 Muni: SUTERSVI LLE BORO	5/19/20 06	Now owned by Hannah Filapose
SSMS A	QUINN, MICHAEL	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	610 8th Ave	C3-24	TaxMap: 35-01-15-0- 193 Muni: SUTERSVI LLE BORO	10/24/2 005	
SSMS A	FERREE, JAMES	Y	ROW	200605220023863	DTS 006 2386 3	715 7th Ave	C3-24	TaxMap: 35-01-15-0- 237 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	CASONI, GEORGE	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	722 2nd Ave	C4-02	TaxMap: 35-01-15-0- 048 Muni: SUTERSVI LLE BORO	10/24/2 005	

SSMS A	SZCZERBA, FRANK	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	182 Sutersvil le Rd	C4-03	TaxMap: 58-13-00-0- 001 Muni: SUTERSVI LLE BORO	10/24/2 005	Costas Riverside Supply
SSMS A	SZCZERBA, FRANK	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	182 Sutersvil le Rd	C4-03	TaxMap: 58-13-00-0- 007 Muni: SUTERSVI LLE BORO	10/24/2 005	Costas Riverside Supply
SSMS A	MAYFIELD, ROBERT F - JR	Y	ROW	200605190023728	DTS 006 2372 8	208 Sutersvil le Rd	C4-04	* TaxMap: 58-13-04-0- 008 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	LITTERINI, THERESA	Y	ROW	200605190023641	DTS 006 2364 1	214 Sutersvil le Rd	C4-04	* TaxMap: 58-13-04-0- 010 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Bruno and Patti Marroncell i
SSMS A	CASONI, ADRASTO - JR	Y	ROW	200605220023829	DTS 006 2382 9	Adjacent to 192 Sutersvil le Rd	C4-04	TaxMap: 58-13-00-0- 008 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Carolyn Casoni and Kimberly Denn
SSMS A	CASONI, ADRASTO - JR	Y	ROW	200605220023830	DTS 006 2383 0	192 Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 002 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	BALKO, PETER	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 003 Muni: SEWICKLE Y TWP	10/24/2 005	Now owned by Greyjack Corp.
SSMS A	SIMMONS, WILLIAM JR	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 004 Muni: SEWICKLE Y TWP	10/24/2 005	Now owned by Greyjack Corp.
SSMS A	SIMMONS, WILLIAM JR	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 005 Muni: SEWICKLE Y TWP	10/24/2 005	Now owned by Greyjack Corp.
SSMS A	MAYFIELD, ROBERT F - JR	Y	ROW	200605190023727	DTS 006 2372 7	204 Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 006 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	GEORGE, ERNEST L	Y	ROW	200605220023879	DTS 006 2387	204 Sutersvil le Rd	C4-04	TaxMap: 58-13-04-0- 007 Muni: SEWICKLE	5/22/20 06	Now owned by Patricia Toman and

					9			Y TWP		Ralph Spitzer
SSMS A	LITTERINI, THERESA	Y	ROW	200605190023640	DTS 006 23640	214 Sutersville Rd	C4-04	TaxMap: 58-13-04-0-009 Muni: SEWICKLE Y TWP	5/19/2006	Now owned by Bruno and Patti Marroncelli
SSMS A	PAVOL, FRANCES S	Y	ROW	200605190023799	DTS 006 23799	216 Sutersville Rd	C4-04	TaxMap: 58-13-04-0-011 Muni: SEWICKLE Y TWP	5/19/2006	
SSMS A	PAVOL, FRANCES S	Y	ROW	200605190023800	DTS 006 23800	216 Sutersville Rd	C4-04	TaxMap: 58-13-04-0-012 Muni: SEWICKLE Y TWP	5/19/2006	Now owned by Edward Pavol
SSMS A	JARMON, JOSEPH A	Y	ROW	200605220023915	DTS 006 23915	220 Sutersville Road	C4-04	TaxMap: 58-13-04-0-013 Muni: SEWICKLE Y TWP	5/22/2006	Now owned by David and Donna Summerville
SSMS A	CASONI, CAROLYN	Y	ROW	200605220023828	DTS 006 23828	Adjacent to 192 Sutersville Rd	C4-04	TaxMap: 58-13-04-0-040 Muni: SEWICKLE Y TWP	5/22/2006	
SSMS A	JOHNSON, CHARLES	Y	CONDEMNATION	200510240056163	DTS 005 56163	Sutersville Rd	C4-05	TaxMap: 58-13-04-0-014 Muni: SEWICKLE Y TWP	10/24/2005	Now owned by David and Donna Summerville
SSMS A	JOHNSON, CHARLES	Y	CONDEMNATION	200510240056163	DTS 005 56163		C4-05	TaxMap: 58-13-04-0-017 Muni: SEWICKLE Y TWP	10/24/2005	Now owned by David and Donna Summerville
SSMS A	DEUTSCH, MARGARET	Y	ROW	200605220023857	DTS 006 23857	2010 Nixon Rd - Shows as Cedar Street on easement map but same location - off Sutersville Rd	C4-05	TaxMap: 58-13-04-0-018 Muni: SEWICKLE Y TWP	5/22/2006	Now owned by Brian Stewart

SSMS A	STEWART, BRIAN K	Y	ROW	200605220023871	DTS 006 2387 1	2011 Nixon Road - Off Sutersvil le Rd - Gratztow n - easement map shows Cedar and Locust St but same location	C4-05	TaxMap: 58-13-04-0- 021 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	MCQUILLAN, DONALD T	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	2008 Nixon Rd - Shows as Cedar Street on easement map but same location - off Sutersvil le Rd	C4-05	TaxMap: 58-13-04-0- 028 Muni: SEWICKLE Y TWP	10/24/2 005	Now owned by Walter Farenth
SSMS A	FARNETH, WALTER S	Y	ROW	200605220023862	DTS 006 2386 2	2112 Taft Rd - Shows as Penn Lane on easement map but same location - off of Sutersvil le Rd	C4-05	TaxMap: 58-13-04-0- 027 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	SCHAFER, SARAH J	Y	ROW	200608300042764	DTS 006 4276 4	Between Taft and Cleveland Road - off of Sutersvil le Rd - Gratztow n - easement map shows Penn and Walnut Sts but same location	C4-05	TaxMap: 58-13-04-0- 032 Muni: SEWICKLE Y TWP	8/30/20 06	
SSMS A	SCHULLER, PETER	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	527A Sutersvil le Rd	C4-05	TaxMap: 58-13-00-0- 005 Muni: SEWICKLE	10/24/2 005	

								Y TWP		
SSMS A	THORNE, HARRY	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	528 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 001 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	THORNE, JEFFREY S	Y	ROW	200605220023851	DTS 006 2385 1	276 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 002 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	MOLNAR, LISA	Y	CONDEMNATION			530 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 003 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	KOMLOS, LAURA DUNBAR	Y	ROW	200605220023822	DTS 006 2382 2	282 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 004 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Melvin Hoover
SSMS A	PERRY, IRENE E -BY ATTY	Y	ROW	200605190023805	DTS 006 2380 5	284 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 005 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Tanya Casoni
SSMS A	BENNET, WILLIAM J	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	535 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 006 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	THORNE, ALFRED E	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	536 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 007 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	DENNE, DOUGLAS R	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	537 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 008 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	SOWA, WILLIAM B	Y	ROW	200605220023869	DTS 006 2386 9	296 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 009 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Wilmington Savings Fund Society
SSMS A	SIECKOWSK I, JOHN E	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	539 Sutersvil le Rd	C4-07	TaxMap: 58-14-00-0- 010 Muni: SEWICKLE Y TWP	10/24/2 005	

SSMS A	SIECKOWSKI, JOHN E	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	539 Sutersville Rd	C4-07	TaxMap: 58-14-00-0- 012 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	RESERVE COAL PROPERTIES CO	Y	ROW	200605190023808	DTS 006 2380 8	Off of Lowber Rd at Intersecti on with Cool Springs Rd and adjacent to the property with just a founddat ion	C4-08, C4-09	TaxMap: 58-14-00-0- 026 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	SZCZERBA, FRANK L	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Sutersvil le Rd	C4-08	TaxMap: 58-02-00-0- 001 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	KEARNS, RUTH ANN	Y	ROW	200605220023819	DTS 006 2381 9	172 Lowber Rd	C4-09	TaxMap: 58-10-00-0- 018 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by William and Ellen Jane Kearns
SSMS A	DEUTSCH, JOHN H	Y	ROW	200605220023858	DTS 006 2385 8	166/162 Lowber Rd	C4-09	TaxMap: 58-10-00-0- 119 Muni: SUTERSVI LLE BORO	5/22/20 06	
SSMS A	MATTHEWS, ROBERT M	Y	ROW	200605190023726	DTS 006 2372 6	Lowber Rd - Land only - south and west of intersecti on with Cool Springs Rd - south side of Lowber Rd	C4-09	TaxMap: 58-14-00-0- 020 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Craig Bonari
SSMS A	WOOD, HARRISON H -JR	Y	ROW	200605220023896	DTS 006 2389 6	156 Lowber Rd	C4-09	TaxMap: 58-14-00-0- 024 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	SMITH, MARIELLEN	Y	CONDEMNATION	200510240056163	DTS 005 5616	545 Lowber	C4-09	TaxMap: 58-14-00-0- 025 Muni:	10/24/2 005	

					3	Rd		SEWICKLE Y TWP		
SSMS A	DAINTY, AMELIA K	Y	ROW	200605220023844	DTS 006 2384 4	184 Lowber Rd	C4-09, C4-10	TaxMap: 58-10-00-0- 020 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Shirley and Lloyd Smith
SSMS A	RESERVE COAL PROPERTIES CO	Y	ROW	200605190023809	DTS 006 2380 9	Two parcels one on Lowber Rd adjacent to 184 (Tax map 58- 00619- 00000) and at 251 Lowber Road - Land only	C4-10	TaxMap: 58-10-00-0- 017 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	ROCCO, FRANK A	Y	ROW	200605220023837	DTS 006 2383 7	251 Lowber Rd - Both sides of road	C4-11	TaxMap: 58-10-00-0- 090 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Jesse and Kelsey Wunderlic h
SSMS A	WACHS, VIRGINIA E	Y	ROW	200605220023924	DTS 006 2392 4	1002 Wachs Lane off of Lowber Rd near Speer Street	C4-13	TaxMap: 58-10-09-0- 017 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Benjamin Kifer
SSMS A	WACHS, JOSEPH HENRY	Y	ROW	200605220023923	DTS 006 2392 3	1002 Wachs Lane off of Lowber Rd near Speer Street - Adjacent to property above and includes property across the creek	C4-13, C4-15	TaxMap: 59-01-00-0- 001 Muni: S HUNTING DON	5/22/20 06	
SSMS A	WOOD, HARRISON H -JR	Y	ROW	200605220023897	DTS 006 2389 7	120 Bowers St - Lowber	C4-15	TaxMap: 58-10-06-0- 078 Muni: SEWICKLE Y TWP	5/22/20 06	

SSMS A	LOWBER VOLUNTEER FIRE CO SEWICKLEY TWP	Y	ROW	200605190023724	DTS 006 2372 4	386 Lowber Rd	C4-15	TaxMap: 58-10-06-0- 085 Muni: SEWICKLE Y TWP	5/19/20 06	
SSMS A	SMITH, DENNIS D	Y	ROW	200605220024004	DTS 006 2400 4	515 Cherry Blossom St/105 Campbel l St.- Lowber - off Lowber Rd- easement map says Station St but same location	C4-15	TaxMap: 58-10-06-0- 108 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	BASIC CARBIDE CORP	Y	ROW	200605260025213	DTS 006 2521 3	Northeast corner of Basic Carbide Property adjacent to Lowber Rd	C4-15	TaxMap: 58-10-06-0- 121 Muni: SEWICKLE Y TWP	5/26/20 06	
SSMS A	LOWBER VOLUNTEER FIRE CO SEWICKLEY TWP	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Main St - Lowber off of Lowber Road	C4-15	TaxMap: 58-10-06-0- 087 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	WEAVER, LAVERNE ELLEN	Y	ROW	200605260025214	DTS 006 2521 4	117 White St - Lowber - off Lowber Rd -	C4-15	TaxMap: 58-10-10-0- 006 Muni: SEWICKLE Y TWP	5/26/20 06	Now owned by Miko Rickard
SSMS A	CORSO, REBELLA M	Y	ROW	200605220023841	DTS 006 2384 1	Between Lowber Rd and Sewickle y Creek going out of town	C4-15, C4-17	* TaxMap: 58-10-06-0- 109 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Lloyd and Angela Serfass
SSMS A	FARMER, DENNIS D	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	310 Kubic St	C4-17	* TaxMap: 58-10-06-0- 060 Muni: SEWICKLE Y TWP	10/24/2 005	Now owned Tyler Varney
SSMS A	TOMAY, SCOTT T	Y	ROW	200605220023852	DTS 006 2385 2	223 Lily St - Lowber - easement map shows	C4-17	TaxMap: 58-10-02-0- 005 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Caroline Barr

						4th St				
SSMS A	FILAPOSE, KAREN F	Y	ROW	200605220023866	DTS 006 2386 6	Tax map site shows it is on Lily St in Lowber but easement map shows 4th St - Same location	C4-17	TaxMap: 58-10-06-0- 046 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	LYNCH, NELSON O	Y	ROW	200605190023725	DTS 006 2372 5	216 Kangaro o Hill Rd - the end towards Lowber - Adjacent to 224 Lily St	C4-17	TaxMap: 58-10-06-0- 050 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by James and Denise Wachs
SSMS A	PETERS, JUNE	Y	ROW	200605190023806	DTS 006 2380 6	429 Lowber Rd	C4-17	TaxMap: 58-10-06-0- 088 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Debra Aaron
SSMS A	SEWICKLEY CREEK WATERSHE D	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	Kangaro o Hill Rd	C4-17	TaxMap: 58-10-00-0- 106 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMS A	SHOBEN, ROSE	Y	ROW	200605220024001	DTS 006 2400 1	409 Rose St - Adjacent to 58-10- 06-0-061 - easement map shows "Alley" Same property as above but different Instrume nt IDs	C4-17	TaxMap: 58-10-06-0- 115 Muni: SEWICKLE Y TWP	5/22/20 06	Drawing C4-17 shows permanent easement, but SSMSA ROW shows temp constr easement only. Now owned by Brian Converso
SSMS A	SERFASS, LLOYD D	Y	ROW	200605220023840	DTS 006 2384 0	422 Lowber Rd - Adjacent to 58-10- 06-109 (Other Party Corso)	C4-17	TaxMap: 58-10-06-0- 117 Muni: SEWICKLE Y TWP	5/22/20 06	

SSMS A	SHOBEN, JOHN M	Y	ROW	200605220024002	DTS 006 2400 2	409 Rose St - But shows on Kubic St on Tax Mapping - Lowber	C4-17	TaxMap: 58-10-06-0- 115 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Brian Converso, Temp Constr Easement Only
SSMS A	COFFER, ROBERT E	y	ROW	200605220023842	DTS 006 2384 2	224 Lily St - Lowber - Lily St shows as 4th St on easement map but same location	C4-17	TaxMap: 58-10-06-0- 047 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	BAUR, RICKY L	Y	ROW	200605190023600	DTS 006 2360 0	197 Kangaro o Hill Rd - Lowber	C4-17	TaxMap: 58-10-02-0- 007 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Lloyd Serfass - ROW shows a sewer line easement here but not shown on contract drawing C4-17
SSMS A	SINCHAR, DAVID G.	Y	CONDEMNATION	201111100041449	DTS 011 4144 9	129 and 127 Daisy St - Lowber	C4-20	TaxMap: 58-10-06-0- 019 Muni: SEWICKLE Y TWP UPI: 58- 02349- 00000	11/10/2 011	Now owned by Kenneth Ankney. Have ROW and in Declartion of Taking
SSMS A	LASH, GLORIA ANN	Y	ROW	200605190023639	DTS 006 2363 9	188 Lily St - Lowber - easement map shows 4th St but same location	C4-20	TaxMap: 58-10-06-0- 016 Muni: SEWICKLE Y TWP	5/19/20 06	Now owned by Anthony and Charlene Lazzari
SSMS A	LASH, GLORIA ANN	Y	ROW	201111100041450	DTS 011 4145 0	188 Lily St - Lowber	C4-20	TaxMap: 58-10-06-0- 016 Muni: SEWICKLE Y TWP UPI: 58- 01639- 00000	11/10/2 011	Now owned by Anthony and Charlene Lazzari

SSMS A	KENDERES, STEVE M.	Y	ROW	201111100041451	DTS 011 4145 1	182 Lily St - Lowber - Easemen t narrative says it is adjoining to 58-10- 06-0-016 and 5- 18-10- 019 and 58-10- 06-0-111	C4-20	TaxMap: 58-10-06-0- 112 Muni: SEWICKLE Y TWP UPI: 58- 01458- 00000	11/10/2 011	
SSMS A	FILAPOSE, ARLENE F	Y	ROW	200605220023864	DTS 006 2386 4	178 Lily St - Lowber	C4-20	TaxMap: 58-10-06-0- 020 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	FILAPOSE, ARLENE	Y	ROW	200605220023865	DTS 006 2386 5	178 Lily St - Lowber - adjacent to property above - easement map shows 4th St but same location	C4-20	TaxMap: 58-10-06-0- 021 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	SMITH, JAMES L	Y	ROW	200605220024005	DTS 006 2400 5	170 Lily St - Lowber - between Lily and Daisy Sts - easement map says 4th street and "Alley" but same location	C4-20	TaxMap: 58-10-06-0- 022 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Scott Smith
SSMS A	ULYAN, FRANK J	Y	ROW	200605220023853	DTS 006 2385 3	111 Daisy St - Lowber - adjacent to 58-10- 06-0-025 and 58- 10-06-0- 024	C4-20	TaxMap: 58-10-06-0- 023 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Joseph and Bonnie Tusai

SSMS A	ULYAN, FRANK J	Y	ROW	200605220023920	DTS 006 2392 0	111 Daisy St - Lowber but shows on Lily St - adjacent to 58-10- 06-0-025	C4-20	TaxMap: 58-10-06-0- 024 Muni: SEWICKLE Y TWP	5/22/20 06	
SSMS A	ULYAN, FRANK J	Y	ROW	200605220023921	DTS 006 2392 1	111 Daisy St - Lowber- but shows on Lily St - easement map shows 4th St but same location	C4-20	TaxMap: 58-10-06-0- 025 Muni: SEWICKLE Y TWP	5/22/20 06	Now owned by Joe and Bonnie Tusai
SSMA	KROLL, ALLEN	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	209 Daisy St - Lowber but shows on Lily St - easement map shows on 4th St but same location	C4-20	TaxMap: 58-10-06-0- 027 Muni: SEWICKLE Y TWP	10/24/2 005	
SSMA	KROLL, ALLEN	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	209 Daisy St - Lowber but shows on Lily St - easement map shows on 4th St but same location	C4-20	TaxMap: 58-10-06-0- 030 Muni: SEWICKLE Y TWP	10/24/2 005	027, 028,029 All combined under 030 Deed
SSMA	KROLL, BETTY	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	209 Daisy St - Lowber but shows on Lily St - easement map shows on 4th St but same location	C4-20	TaxMap: 58-10-06-0- 028 Muni: SEWICKLE Y TWP	10/24/2 005	

SSMSA	MATTHEWS, HOWARD	Y	CONDEMNATION	200510240056163	DTS 005 56163	494 Lowber Rd	C\$- 09	TaxMap: 58- 14-00-0-028 Muni: SEWICKLEY TWP	10/24/2005	Now owned by Brandon Nedley
SSMA	KROLL, BETTY	Y	CONDEMNATION	200510240056163	DTS 005 5616 3	209 Daisy St - Lowber but shows on Lily St - easement map shows on 4th St but same location	C4-20	TaxMap: 58-10-06-0- 029 Muni: SEWICKLE Y TWP	10/24/2 005	

SCHEDULE 4.1(k)(iii)
OPTIONS AND RIGHTS OF FIRST REFUSAL

None

**SCHEDULE 4.1(k)(v)
TAXES AND ASSESSMENTS**

None

SCHEDULE 4.1(k)(vi)
NECESSARY REPAIRS TO REAL PROPERTY

None

SCHEDULE 4.1(1)
LITIGATION

Elizabeth Twp v SSMSA Case No. GD 19-011632

SCHEDULE 4.1(o)
VIOLATIONS OF LAW

None

SCHEDULE 4.1(p)
PERMITS

Water Quality – WQMPart II Permit: 6504405

Riparian License Agreement: GP056506222

Highway Occupancy Permit: 12023365 & 12023365-1

SCHEDULE 4.1(r)(iv)
ENVIRONMENTAL CONDITIONS

None

SCHEDULE 4.1(t)
EXTENSION DEPOSIT AGREEMENTS

None

**SCHEDULE 6.4
SELLERS RATES**

Treatment rate is \$16.68/ per 1000 gallons.

The monthly flat rate is \$80/month for metered customers and \$112/month for unmetered (well water) customers.

**SCHEDULE 6.5
CAPITAL PROJECTS**

- Proactive (0.5%/year) main, manhole and service line rehab/lining/replacement program beginning year 5
- Replace Mission Communications systems with new PLC panels tied into the McKeesport SCADA system.
- Install security cameras.
- Replace failed VFD at Lowber Pump Station.
- Replace failed bubbler level sensors with new ultrasonic units.
- Replace non-clog submersible pumps with new grinder pumps.
- Replace current wet well ladders with safer OSHA-compliant units.
- Purchase spare flow meter for use as emergency replacement.
- GIS asset inventory.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix A.2

Intermunicipal Authorities Sewage Service Agreement for the
Sutersville-Sewickley Municipal Sewage Authority Service Area,
Dated as of September 11, 2006, as amended May 9, 2025

**INTERMUNICIPAL AUTHORITIES SEWAGE SERVICE AGREEMENT FOR THE
SUTERSVILLE-SEWICKLEY MUNICIPAL SEWAGE AUTHORITY SERVICE AREA**

This Agreement is made and entered into as of the 11th day of September, 2006, by and between the **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under and by virtue of the Municipality Authorities Act, 53 Pa.C.S.A. § 5601, et. seq., (hereinafter "SSMSA") and having its principal office located at Sutersville Municipal Building, Sutersville, Pennsylvania, 15083,

A N D

the **Elizabeth Township Sanitary Authority**, a municipal authority organized and existing under and by virtue of the Municipality Authorities Act of 1945, as amended, 53 P.S. § 301, et. seq., now the Municipality Authorities Act, 53 Pa.C.S.A. § 5601 et. seq., (hereinafter "ETSA") and having its principal office located at 2420 Greenock Buena Vista Road, McKeesport, Pennsylvania, 15135.

WHEREAS, ETSA was created for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewers systems or parts thereof and sewage treatment works, including works for the treatment and disposal of domestic sewage and acceptable commercial and industrial wastes, and

WHEREAS, ETSA operates within the Township of Elizabeth a public sanitary sewer system consisting of sewage treatment works, required interceptor sewers, pumping station and all other appurtenances necessary for the collection, transportation, treatment and disposal of the sewage and acceptable commercial and industrial wastes (hereinafter "ETSA System"), and,

WHEREAS, SSMSA was created for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewers systems or parts thereof and

sewage treatment works, including works for the treatment and disposal of domestic sewage and acceptable commercial and industrial wastes; and,

WHEREAS, SSMSA has determined that it is more economically feasible to construct a system for the collection and conveyance of sewage and acceptable commercial and industrial wastes from within the SSMSA Service Area (hereinafter "SSMSA System") and then connect the SSMSA System to the ETSA System for the further conveyance and treatment of the sewage and acceptable commercial and industrial wastes at the Buena Vista Treatment Plant owned and operated by ETSA, a copy of the construction drawing for this connection attached hereto as Exhibit "B"; and,

WHEREAS, ETSA represents to SSMSA that the ETSA System has sufficient capacity to accept, convey and treat the sewage and acceptable commercial and industrial wastes reasonably anticipated to be discharged from the SSMSA Service Area into the SSMSA System during the term of this Agreement; and,

WHEREAS, SSMSA has requested that ETSA accept for conveyance and treatment the sewage and acceptable commercial and industrial wastes discharged from within the SSMSA Service Area into the SSMSA System; and,

WHEREAS, ETSA has agreed to accept for conveyance and treatment the sewage and acceptable commercial and industrial wastes discharged from within the SSMSA Service Area into the SSMSA System; and,

WHEREAS, SSMSA and ETSA desire and intend to enter into this Agreement for the purpose of setting forth the terms, covenants, conditions, and agreements of the parties pertaining to the following matters:

- A. The construction, ownership, operation, and maintenance of the SSMSA System;
- B. The Capital Contribution to be paid by SSMSA to ETSA for the purchase of 191,000 gallons per day of conveyance and treatment capacity in the ETSA System;
- C. The Sewage Treatment Fee to be charged by ETSA to SSMSA for the conveyance and treatment of sewage and acceptable commercial and industrial wastes discharged from Customers into the SSMSA System.
- D. The payment of a Connection Fee by SSMSA to ETSA upon connection of a New Customer to the SSMSA System; and,

NOW THEREFORE, in consideration of the foregoing preambles as well as in consideration of the terms, covenants, conditions, and agreements hereinafter set forth, the parties hereto, each intending to be legally bound hereby, agree as follows:

Article 1. Incorporation of Preambles

- 1.1. The preambles hereinabove set forth are incorporated herein by reference as though the same were here set forth at length.
- 1.2. The parties acknowledge and agree that the preambles are an essential part of this Agreement.

Article II. Definitions

2.1. When used herein, the following words shall have the following meanings, unless the context clearly indicates another meaning:

- A. "Agreement" shall mean this Agreement made on the 11th day of September, 2006 between the Elizabeth Township Sanitary Authority and the Sutersville-Sewickley Municipal Sewage Authority;

B. **“Capital Contribution”** shall mean the amount to be paid by SSMSA to ETSA pursuant to Article 5 of this Agreement for the purchase of 191,000 gallons per day of conveyance and treatment capacity in the ETSA System;

C. **“Connection Fee”** shall mean the fee which ETSA charges SSMSA for allowing SSMSA to discharge sewage or acceptable commercial or industrial wastes from a New Customer into the ETSA System for conveyance and treatment;

D. **“Customer”** shall mean each structure within the SSMSA Service Area that is connected to the SSMSA System and from which SSMSA intends to transmit sewage or acceptable commercial or industrial wastes to the ETSA System for further conveyance and treatment;

E. **“EDU”** or **“Equivalent Dwelling Unit”** has been defined by ETSA Resolution 6/06, dated July 6, 2006, a copy of which has been attached hereto as Exhibit "C", and, as defined therein, shall mean a uniform unit to be used for the purposes of determining the amount of the Capital Contribution to be paid by SSMSA to ETSA pursuant to Article 5 of this Agreement and the Sewage Treatment Fee which ETSA will charge SSMSA each month pursuant to Article 6 of this Agreement:

(1) The number of EDUs at each single family residential structure shall be deemed to be one;

(2) The number of EDUs at each multiple family residential structure shall be deemed to be equal to the number of individual residential units within the structure;

(3) The number of EDUs at each existing structure other than single family residential structures or multiple family residential structures shall be

deemed to be equal to the whole number (rounded up from .5) obtained by dividing the average number of gallons of water consumed at the structure per day during the immediately preceding four (4) quarterly billing periods (as determined by the billing records of the Water Provider) by 260. For these structures, there shall be a minimum of one (1) EDU per division/dwelling/use unit.

(4) The number of EDUs at each new structure other than single residential structures or multiple family residential structures which is new or which is put to a new use shall, for the first eighteen months, be the equal to the whole number (rounded up from .5) obtained by an estimate (based on other structures of that type and use) of the gallons of water to be consumed at the structure divided by 260, and thereafter the EDUs for that structure shall be deemed to be equal to the whole number (rounded up from .5) obtained by dividing the average number of gallons of water consumed at the structure per day during the preceding calendar year (as determined by the billing records of the Water Provider) by 260;

F. "ETSA" shall mean the Elizabeth Township Sanitary Authority;

G. "ETSA Engineer" shall mean the engineering firm for ETSA, currently being Senate Engineering Company;

H. "ETSA's System" shall mean the sewage disposal system consisting of sewage treatment works, required interceptor sewers, pumping station and all other appurtenances necessary for the collection, transportation, treatment and disposal of the sewage and acceptable commercial and industrial wastes which ETSA owns and operates within the Township of Elizabeth;

- I. **“Existing Customer”** shall mean each structure which is:
- (1) in existence as of the date of this Agreement;
 - (2) located within the SSMSA Service Area; and
 - (3) connected to the SSMSA System within 180 days of the date the SSMSA Engineer certifies to SSMSA and ETSA that construction of the SSMSA System is substantially complete.
- J. **“New Customer”** shall mean each structure located within the SSMSA Service Area other than an Existing Customer;
- K. **“Prohibited Waste”** shall mean waste which may not be placed into the ETSA System or treated by ETSA pursuant to ETSA’s Rules and Regulations as they exist on the date of the execution of this Agreement, or any amendment thereof, or by any federal, state or county statute, ordinance, rule, regulation, permit or protocol which applies to the Authority or the Authority’s System;
- L. **“SSMSA”** shall mean the Sutersville-Sewickley Municipal Sewage Authority ;
- M. **“SSMSA Engineer”** shall mean the engineering firm for SSMSA, currently being Gannett Fleming;
- N. **“SSMSA Service Area”** shall mean the Borough of Sutersville, Westmoreland County, Pennsylvania, and those area of the Township of Sewickley, Westmoreland County, Pennsylvania, for which SSMSA was formed to undertake the planning, financing, acquisition, construction, operation and maintenance of a joint regional sewage collection, transmission, and treatment system pursuant to the Service Agreement entered into between the Borough of Sutersville and the Township of Sewickley dated November 19, 2001, and the First Amendment To Service Agreement And Community Development Block Grant Administration Agreement entered into

between the Borough of Sutersville, Township of Sewickley, and SSMSA dated _____, 2003, said SSMSA Service Area being identified on Exhibit "A" attached hereto.

O. "SSMSA System" shall mean the sewage collection and conveyance system consisting of the required interceptor sewers, pumping stations and all other appurtenances necessary for the collection and conveyance of sewage and acceptable commercial and industrial wastes from Customers located within the SSMSA Service Area and which SSMSA intends to hereafter construct, own, operate, and maintain;

P. "Sewage Treatment Fee" shall mean the fee which ETSA shall charge SSMSA pursuant to Article 6 of this Agreement for conveying and treating the sewage and acceptable commercial or industrial wastes discharged from the SSMSA System into the ETSA System; and,

Q. "Water Provider" shall mean the entity which provides water to a Customer.

**Article 3
Construction, Ownership And Maintenance**

3.1. The SSMSA System shall be constructed by or on behalf of SSMSA substantially in accordance with the construction plans and specifications prepared by SSMSA's engineering firm, Gannett Fleming.

3.2. SSMSA retains sole ownership and control of the SSMSA System and shall be solely responsible for the operation, maintenance, repair and replacement of same. SSMSA covenants that it will maintain the SSMSA System in good condition and repair and will comply with all federal, state and county laws, statutes, ordinances, rules, regulations, permits or protocols applicable to the operation and maintenance of the SSMSA System.

3.3. ETSA retains sole ownership and control of the ETSA System and shall be solely responsible for the operation, maintenance, repair and replacement of same. ETSA covenants that it will maintain the ETSA System in good condition and repair and will comply with all federal, state and county laws, statutes, ordinances, rules, regulations, permits or protocols applicable to the operation and maintenance of the ETSA System.

Article 4
Connection, Transmission And Treatment

4.1. SSMSA is hereby granted the right to connect the SSMSA System to the ETSA System and to convey sewage and acceptable commercial and industrial wastes, except Prohibited Waste, from Customers through the ETSA System for treatment by ETSA. SSMSA shall provide to ETSA, at no cost or charge, an as-built drawing depicting the connection of the SSMSA System to the ETSA System

4.2. ETSA agrees to accept and to treat all sewage and acceptable commercial and industrial wastes, excepted Prohibited Waste, discharged from the SSMSA System into the ETSA System.

4.3. No Prohibited Waste shall be discharged into the ETSA System through the SSMSA System, and ETSA and SSMSA reserve their rights to take all action within their respective powers necessary and desirable to abate known violations of this Section.

4.4 Any expansion of the SSMSA Service Area to include areas not presently within the SSMSA Service Area shall require the prior approval of ETSA, such approval not to be unreasonably withheld, except that no such approval shall be required if the sewage and acceptable commercial and industrial wastes discharged from Customers located in the expanded areas will not be discharged into the ETSA System. In the event the SSMSA Service Area is

expanded with the approval of ETSA, and absent other agreement of the parties hereto pertaining to the expanded areas, the terms and conditions of this Agreement shall apply to the SSMSA Service Area as expanded.

Article 5
Capital Contribution

5.1. SSMSA shall pay to ETSA for the purchase of 191,000 gallons per day of conveyance and treatment capacity in the ETSA System a Capital Contribution in the dollar amount determined by multiplying the total number of EDUs assigned to the Existing Customers by \$900.00. It is presently estimated that the Capital Contribution will total \$495,900.00.

5.2. The parties acknowledge that SSMSA's purchase of capacity in the ETSA System pursuant to this Agreement is intended for the life of the ETSA System and the actual amount of the Capital Contribution will not exceed the sum of SSMSA's proportionate share of the unpaid principal of the debt incurred by ETSA to finance construction of the ETSA System and the costs incurred by ETSA to modify the ETSA System to make it available for use by SSMSA. The parties further acknowledge that the payment of the Capital Contribution by SSMSA to ETSA will not result in a rate reduction to the existing Elizabeth Township users of the ETSA System.

5.3. The Capital Contribution shall be due and payable to ETSA as follows:

A. Ninety-Five percent (95%) of the amount thereof on or before the date the SSMSA Engineer certifies to SSMSA and ETSA that construction of the SSMSA System is substantially complete; and

B. The balance thereof within ten (10) days of receipt by SSMSA of the final payment from PennVest under the Bond Purchase Agreement.

Article 6
Sewage Treatment Fee

6.1. ETSA agrees to charge SSMSA and SSMSA agrees to pay to ETSA a Sewage Treatment Fee for the conveyance and treatment by ETSA of the sewage and acceptable commercial and industrial wastes discharged from the SSMSA System into the ETSA System. For purposes of calculating the amount of the Sewage Treatment Fee, the quantity of sewage and acceptable commercial and industrial wastes discharged from the SSMSA System into the ETSA System shall be based upon a flow meter located in a metering pit to be constructed by and at the sole cost and expense of SSMSA and in accordance with plans and specifications approved by ETSA, such approval not to be unreasonably withheld. Upon completion of the construction of the metering pit, including the installation of the flow meter, SSMSA shall dedicate same to ETSA and upon ETSA's acceptance thereof, the metering pit, including the flow meter and all appurtenances thereto, shall be owned, operated, and maintained by ETSA.

6.2. In the event of a dispute between the parties hereto as to the accuracy of any reading recorded by the flow meter, ETSA agrees to allow SSMSA, its agents and employees, reasonable access to the metering pit to verify the proper functioning and accuracy of the flow meter.

6.3. The Sewage Treatment Fee shall be determined based upon the following charges:

A. A minimum charge of \$15.75 per month for each EDU connected into the SSMSA System on or before the first day of the month for which the Sewage Treatment Fee is then being charged, which provides for the conveyance and treatment of a maximum of 3,000 gallons of sewage and acceptable commercial and industrial wastes per EDU; and,

B. A consumption charge of \$3.95 per month for each 1,000 gallons of sewage and acceptable commercial and industrial wastes discharged into the ETSA System from the SSMSA System in excess of the total gallonage allowed pursuant to subsection A above.

6.4. ETSA shall bill SSMSA for the Sewage Treatment Fee on a quarterly basis. The total amount of each monthly Sewage Treatment Fee shall be based upon the metered volume of sewage and acceptable commercial and industrial wastes, measured in increments of 1,000 gallons, discharged into the ETSA System from the SSMSA System during the billing month, as recorded by the flow meter located in the metering pit constructed pursuant to Section 6.1 above. SSMSA agrees to make full and complete payment within 30 days of its receipt of the Sewage Treatment Fee bill. In the event SSMSA fails to make full and complete payment within 30 days of its receipt of the Sewage Treatment Fee bill, then SSMSA shall pay a penalty of 2% of the amount billed but not timely paid for that month, and simple interest at the rate of 6% on the outstanding balance for that month, until paid in full.

6.5. In order to provide for the correct calculation of each monthly Sewage Treatment Fee, SSMSA shall timely inform ETSA in writing of the initial number of EDUs assigned to the Existing Customers and thereafter so inform ETSA of any increases or decreases in such number of EDUs.

6.6. To effectively and efficiently maintain and operate the ETSA System, the parties acknowledge that it may be necessary from time to time to adjust the Sewage Treatment Fee charges. SSMSA acknowledges that ETSA has the right and power to fix, alter, charge, and collect rates and other charges in the area served by its facilities at reasonable and uniform rates to be determined exclusively by it. Notwithstanding the foregoing, ETSA agrees that any future

adjustments in the Sewage Treatment Fee charges, regardless of whether such adjustments increase or decrease the amount of the charges, shall be subject to the following terms and conditions:

A. The minimum charge set forth in subsection 6.3(A) shall remain fixed for the first three years of the term of this Agreement. Thereafter, any adjustment to the minimum charge shall be equal, on a percentage basis, to any adjustment then being made to the corresponding charge billed to the Elizabeth Township users of the ETSA System; and,

B. Any adjustment to the consumption charge set forth in subsection 6.3(B) shall be equal, on a percentage basis, to any adjustment then being made to the corresponding charge billed to the Elizabeth Township users of the ETSA System.

ETSA shall notify SSMSA in writing of any adjustment to the Sewage Treatment Fee charges at least 60 days prior to the adjustment taking effect.

Article 7 Connection Fee

7.1. SSMSA agrees not to allow any New Customers to connect to the SSMSA System without SSMSA first paying to ETSA a Connection Fee, the amount of which shall be determined in accordance with the provisions of this Article 7.

7.2. ETSA and SSMA acknowledge and agree that the Capacity Fee to be charged SSMSA for each New Customer connecting to the SSMSA System is subject to the provisions of 53 Pa.C.S.A. § 5607(24)(iv) which provides that a municipal authority with available excess sewage capacity, wishing to sell that capacity to another municipal authority, may not charge a higher cost for the capacity portion of the tapping fee as the selling municipal authority charges to its customers for the capacity portion of the tapping fee. In turn, the municipal authority

buying this excess capacity may not charge a higher cost for the capacity portion of the tapping fee to its residential customers than that charged to them by the selling municipal authority.

7.3. In accordance with the provisions of Act 57 of 2003, the ETSA Engineer prepared A Report On Determination Of Enumerated Fees (I.E. Capacity Charges) For Future Customers Of The Authority's Sewage Facilities dated May, 2005. The portion of the ETSA System to be utilized by SSMSA pursuant to this Agreement consists of the Buena Vista STP Watershed Area. Pursuant to the aforesaid Report, the capacity fees for the capacity components of the Buena Vista STP Watershed Area total \$13,174.00. The Connection Fee to be initially charged to SSMSA for each New Customer connecting to the SSMSA System shall be \$4,500.00, which is the same amount currently being charged to the residents of Elizabeth Township who connect to the ETSA System.

7.4. ETSA agrees that it shall not increase the Connection Fee more than once every five years during the term of this Agreement. The Connection Fee under this Agreement shall not exceed the sum of the capacity fee components for the Buena Vista STP Watershed Area or the Connection Fee then being charged by ETSA to Elizabeth Township users of the ETSA System, whichever is less. ETSA shall notify SSMSA in writing of any adjustment to the Connection Fee at least 60 days prior to the adjustment taking effect.

Article 8 Prohibition Against Other Charges And fees

8.1. During the term of this Agreement, ETSA shall not charge to SSMSA and SSMSA shall not be required to pay to ETSA any other charges, rates, or fees other than the Capital Contribution set forth in Article 5, the Sewage Treatment Fee set forth in Article 6, and the Connection Fee set forth in Article 7 of this Agreement.

Article 9
Effective Date And Term

9.1. This Agreement shall be dated and effective as of the date it is last authorized and executed by a party hereto and shall thereafter remain in full force and effect for a term of 50 years unless otherwise terminated in accordance with this Article.

9.2 Prior to payment in full of SSMSA's Debt Obligation to the Pennsylvania Infrastructure Investment Authority ("Pennvest") incurred pursuant to the Debt Obligation Documents to be entered into between SSMSA and Pennvest and providing for the financing of the construction of the SSMSA System, neither party may terminate this Agreement without first obtaining the express written consent of Pennvest, its successors or assigns, and the other party.

9.3. At any time after payment in full of SSMSA's Debt Obligation to Pennvest, either party may terminate this Agreement without the consent of Pennvest or its successors or assigns, but with the express written consent of the other party, such consent not to be unreasonably withheld. Unless otherwise agreed to by the parties, the termination shall take effect one year after the date of the written consent to the termination.

9.4. Notwithstanding any other term or provision of this Agreement, in the event SSMSA elects not to construct the SSMSA System, written notice of which shall be given to ETSA, then this Agreement shall become null and void and of no force or effect whatsoever.

Article 10
General Provisions

10.1. Inspection and Reporting. Each party agrees to follow the other, at the other's expense, to inspect at reasonable times, and/or to provide the other with any and all information regarding any: (i) reporting requirements as established by law, including Chapter 94 reporting

requirements; (ii) operation, maintenance and repair of its system, including costs thereof, and (iii) the basis of charges, rates and adjustments thereto.

10.2. Integration Clause. This Agreement sets forth the entire agreement between the parties, and there is and was no prior or contemporaneous representation, agreement or understanding, written or oral, which is or was material to either party, or upon which either party does or did rely, which has not been set forth in this Agreement. Each party hereby waives the right to enforce or sue upon any prior or contemporaneous representation, agreement or understanding, written or oral, which has not been set forth in this Agreement. This Agreement may not be altered or modified except by a writing signed by the parties hereto. Each party hereby waives the right to enforce or sue upon any alleged alteration or modification of this Agreement which is not in writing and signed by the parties hereto. Subject to the other applicable provision of this Agreement, this Agreement shall be binding upon the parties hereto, their heirs, successors, legal representatives and permitted assigns.

10.3. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sent to the receiving party at its address as set forth below (or to such other address as the receiving party notifies the sending party, in writing): (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by any courier service which provides written confirmation of delivery, or (iii) by hand delivery by a competent adult with written, signed certification of delivery:

1. Sutersville-Sewickley Municipal Sewage Authority
Sutersville Municipal Building
Sutersville, PA 15083
2. Elizabeth Township Sanitary Authority
2420 Greenock Buena Vista Road
McKeesport, PA 15135

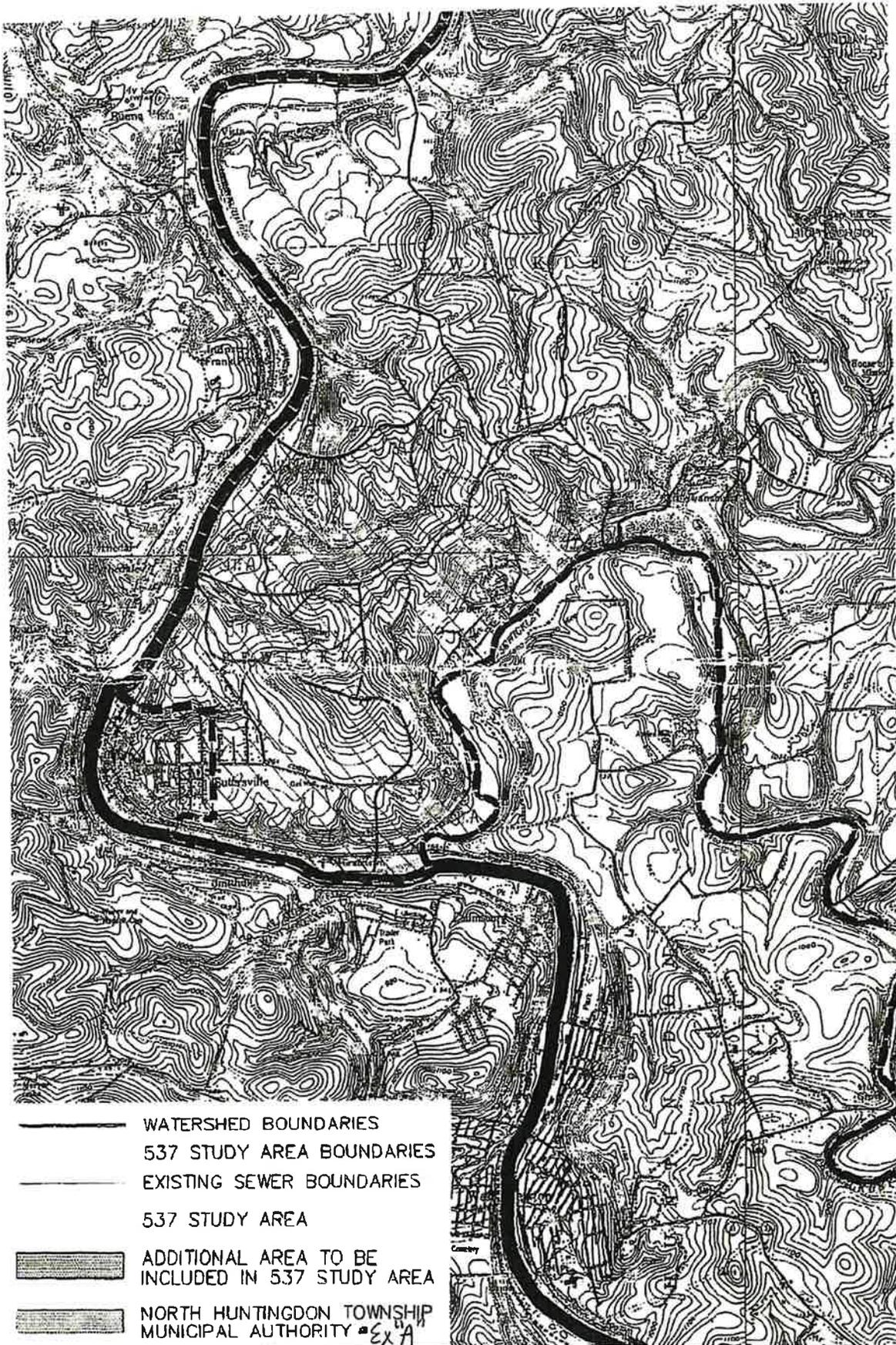
All such notices, requests or other communications shall have been sufficiently given for all purposes hereof on the date of the receiving party's receipt thereof as shown by a return receipt, a courier's written confirmation of delivery or a competent adult's written, signed certification of delivery, and may be sent on behalf of any party by that party's respective counsel.

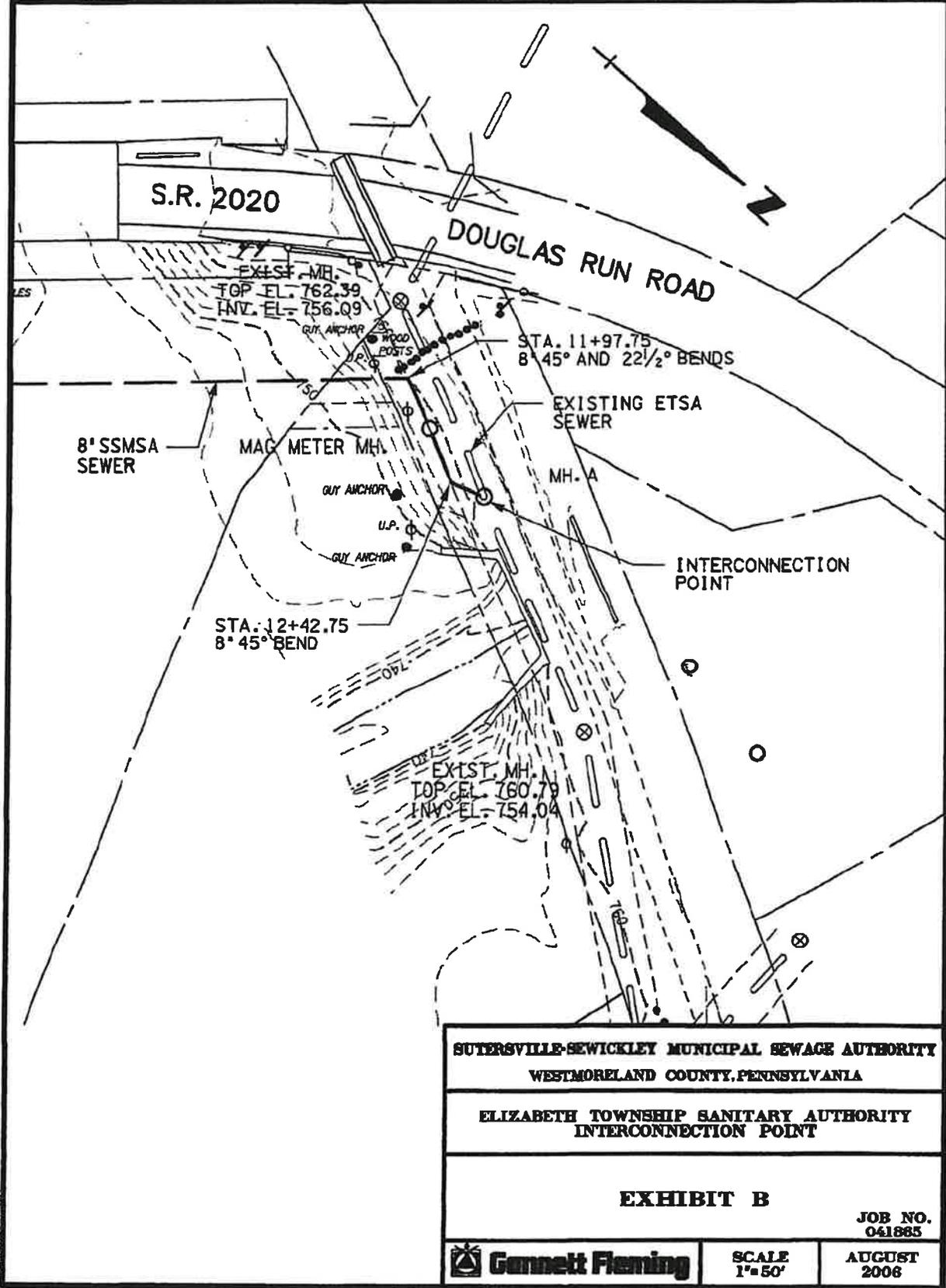
10.4. Interpretation. No provision of this Agreement shall be interpreted for or against either party because of any presumption in law based upon the preparation of this Agreement.

10.5. This Agreement and the execution thereof in duplicate by the officers of SSMSA have been duly authorized by motion approved by the Board of SSMSA at a public meeting held on the 11th day of September, 2006.

10.9. This Agreement and the execution thereof in duplicate by the officers of ETSA have been duly authorized by motion approved by the Board of ETSA at a public meeting held on the 7th day of September, 2006.

[The Next Page Is The Signature Page]





FILED IN 11/15/06 BY 11:55 AM 11/15/06
 DATE: 11/15/06
 TIME: 11:55 AM

SUTERSVILLE-SEWICKLEY MUNICIPAL SEWAGE AUTHORITY WESTMORELAND COUNTY, PENNSYLVANIA		
ELIZABETH TOWNSHIP SANITARY AUTHORITY INTERCONNECTION POINT		
EXHIBIT B		
		JOB NO. 041885
Gannett Fleming	SCALE 1" = 50'	AUGUST 2006

RESOLUTION NO. 06/06

**A RESOLUTION OF ELIZABETH TOWNSHIP
SANITARY AUTHORITY, ALLEGHENY COUNTY,
COMMONWEALTH OF PENNSYLVANIA,
CONSOLIDATING ALL RATE RESOLUTIONS,
AMENDMENTS, ADDENDUMS AND
CLARIFICATIONS INTO ONE RESOLUTION.**

WHEREAS, Elizabeth Township Sanitary Authority wishes to combine its Rate Resolution, Resolution 06/02, and all of its Amendments, Addendums and Clarifications into one Rate Resolution.

BE IT ENACTED by the Authority Board of the Elizabeth Township Sanitary Authority (ETSA) as follows:

All owners of property connected with the sewers and sewage system as owned or leased by ETSA, Allegheny County, Pennsylvania and all of the owners of property who may hereafter connect with and use the same shall pay sewer rentals or charges, payable quarterly (or monthly, at ETSA's discretion for commercial, industrial, institutional, and multiple residential unit accounts) as hereinafter provided, for the use of such sewage facilities based upon the following schedule of rates:

SECTION 1. RESIDENTIAL CONNECTIONS:

WATER CONSUMPTION RATE PER QUARTER

First 7,000 gallons allowance/EDU	\$63.00 Fixed Minimum Usage/EDU per month
All consumption thereafter	\$3.95 per 1,000 gallons (after minimum is met)

SECTION 2. MULTIPLE RESIDENTIAL CONNECTIONS

The quarterly sewer rental charge for multiple dwellings shall be arrived at by taking the number of units within the building and multiplying said number by sixty-three (\$63.00) dollars. This shall constitute the minimum quarterly sewer rental charge for said building. If the consumption of said building exceeds the minimum consumption rate (allowing minimum gallonage for each dwelling unit) then the additional consumption charges will be added to the above mentioned minimum quarterly rate as computed by the consumption rates now in effect.

(The minimum use charge is 7,000 gallons per equivalent dwelling unit (EDU) per quarter for multiple unit connections.)

First 7,000 gallons allowance/EDU	\$63.00 Fixed Minimum Usage/EDU per
-----------------------------------	-------------------------------------

Exhibit "C"

	month
All consumption thereafter	\$3.95 per 1,000 gallons (after minimum is met)

SECTION 3. SEPARATE STRUCTURES WITH SANITARY DRAINS.

Any structure not attached to the main structure that has its own sanitary drain must obtain its own tap in permit, its own lines and generate its own bill for service.

SECTION 4. NON-RESIDENTIAL/COMMERCIAL CONNECTIONS

For service accounts other than single family and/or multiple dwelling unit accounts, the following minimum charges shall be applied:

First 7,000 gallons allowance/EDU	\$25.00 Fixed Minimum Usage/EDU per month
All consumption thereafter	\$3.95 per 1,000 gallons (after minimum is met)

For equivalent dwelling unit (EDU) for non-residential buildings, EDU's shall be determined according to standards set forth in the Pennsylvania Code, Title 25, Chapter 73.13 (Sewage Flows) (a copy attached herewith for reference). For the basis of calculation, EDU's shall be calculated as 260 gallons per day/equivalent dwelling unit (260 GPD/EDU).

If it is determined that the Table in the above code does not specifically apply, then there shall be MINIMUM of one (1) EDU per division/dwelling/use unit in a non-residential/commercial use building.

The EDU Calculation may be reevaluated by ETSA and if needed, the EDU number will be increased as needed. There can never be a reduction below the one EDU minimum.

Or

In the case of existing facilities the average of twelve (12) consecutive months of metered water service may be used for calculation, if requested by the customer or the Authority.

The EDU basis may be re-evaluated bi-annually (i.e., at two (2) year intervals) at the discretion of the Authority or at the request of the customer.

SECTION 6. To effectively and efficiently maintain and operate the sanitary collection, conveyance and treatment system, it may be desirable to adjust the preceding rate structure from time to time either upward or downward (i.e., increase or decrease). Therefore the Authority Board, may, by formal action, adjust rates according to the following:

Minimum Use Allowance - Residential

Adjust minimum use allowance upward or downward in 1,000 gallon increments, but not more than (1) 1,000 gallon increment within a twelve (12) month period.

Minimum Quarterly Charge and Consumption Charge per 1,000 Gallons - Residential

Adjust minimum quarterly charge and/or consumption charge upward or downward, but not exceed a five (5) percent change in any twelve (12) month period.

Minimum Use Allowance - Commercial

Adjust minimum use allowance upward or downward in 1,000 gallon increments, as is necessary to reasonably allocate costs of said commercial accounts.

Minimum Monthly Charge and Consumption Charge per 1,000 Gallons - Commercial

Adjust minimum monthly charge and/or consumption charge upward or downward, as is necessary to reasonably allocate costs of said commercial accounts.

SECTION 5. FIXED MINIMUM USE CHARGE.

Any and all EDUs are subject to the fixed minimum use charge, notwithstanding water usage or lack thereof. This includes EDUs where there is a meter, but water is shut off to the dwelling.

SECTION 6. RESIDENTIAL DELINQUENT ACCOUNTS.

When such a residential premise has a delinquent or unpaid bill for rentals, rates and charges for sewer, sewage or treatment service, the following procedures shall apply:

Penalty shall be applied to unpaid and/or delinquent residential accounts in the amount of five percent (5%) of the unpaid balance after the balance is fifteen (15) days delinquent. Interest in the amount of .833 percent of the gross amount per month shall be applied each month that the account is delinquent.

SECTION 7. NON-RESIDENTIAL DELINQUENT ACCOUNTS.

When such a non-residential premise has a delinquent or unpaid bill for rentals, rates and charges for sewer, sewage or treatment service, the following procedures shall apply:

Penalty shall be applied to unpaid and/or delinquent non-residential accounts in the amount of five percent (5%) of the unpaid balance for the first month that said rentals, rates and charges for sewer, sewage and sewage treatment service.

For every additional month of non-payment or delinquency, penalty shall be applied to unpaid and/or delinquent non-residential accounts in the amount of two hundred forty percent (240%) per annum, or any fraction thereof, of the unpaid balance for the first month that said rentals, rates and charges for sewer, sewage and sewage treatment service.

SECTION 8. All sewer charges shall be due and payable, including penalties and interest, from and after the date the sewer is available to abutting improved property for use, and shall constitute a lien, which lien may be filed in the Office of the Prothonotary, and collected in the manner provided by law for the filing and collection of Municipal Claims.

APPROVED THIS 6th day of July, 2006.

ATTEST:

ELIZABETH TOWNSHIP
SANITARY AUTHORITY



Chairman Elizabeth Township
Sanitary Authority

**AMENDED AND RESTATED INTERMUNICIPAL SEWAGE SERVICES
AGREEMENT**

This Amended and Restated Intermunicipal Sewage Services Agreement (this “Agreement”) is made and entered into as of the 9th day of May 2025, by and between **Sutersville-Sewickley Municipal Sewage Authority**, a municipal authority organized and existing under and by virtue of the Municipality Authorities Act, 53 Pa.C.S.A. § 5601, et. seq., (“SSMSA”) and having its principal office located at Sutersville Municipal Building, Sutersville, Pennsylvania, 15083,

AND

Elizabeth Township, a municipal corporation existing under and pursuant to the Pennsylvania First Class Township Code (“Elizabeth Township”) and having its principal office located at 522 Rock Run Road, Elizabeth, PA 15037. Elizabeth Township and SSMSA are collectively referred to as the “Parties.”

WHEREAS, SSMSA and the Elizabeth Township Sanitary Authority (“ETSA”) were parties to an Intermunicipal Authorities Sewage Service Agreement for the Sutersville-Sewickley Municipal Sewage Authority Service Agreement dated September 11, 2006 (the “Original Agreement”); and

WHEREAS, Elizabeth Township created ETSA for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewers systems or parts thereof and sewage treatment works, including works for the treatment and disposal of domestic sewage and acceptable commercial and industrial wastes (the “Elizabeth System”); and

WHEREAS, SSMSA was created for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewers systems or parts thereof and

sewage treatment works, including works for the treatment and disposal of domestic sewage and acceptable commercial and industrial wastes; and

WHEREAS, pursuant to the Original Agreement, SSMSA had determined that it is more economically feasible to construct a system for the collection and conveyance of sewage and acceptable commercial and industrial wastes from within the SSMSA Service Area (hereinafter “SSMSA System”) and then connect the SSMSA System to the Elizabeth System for the further conveyance of the sewage and acceptable commercial and industrial wastes for treatment at the Buena Vista Treatment Plant owned and operated by ETSA; and

WHEREAS, pursuant to the Original Agreement, ETSA represented to SSMSA that the Elizabeth System had sufficient capacity to accept and convey the sewage and acceptable commercial and industrial wastes reasonably anticipated to be discharged from the SSMSA Service Area into the SSMSA System during the term of this Agreement; and

WHEREAS, pursuant to the Original Agreement, ETSA had agreed to accept for conveyance and treatment at the Buena Vista Treatment Plant the sewage and acceptable commercial and industrial wastes discharged from within the SSMSA Service Area into the Elizabeth System; and

WHEREAS, Elizabeth Township terminated ETSA and assumed all the obligations of ETSA pursuant the Municipality Authorities Act in December 2013, including the obligations to perform the services as set forth in the Original Agreement; and

WHEREAS, ETSA decommissioned the Buena Vista Treatment Plant in June 2023 and connected the Elizabeth System (and the SSMSA System) to Pennsylvania American Water Company’s (“PAWC”) Wastewater Treatment Plant in McKeesport; and

WHEREAS, Elizabeth Township now conveys flow from the Elizabeth System (and the SSMSA System) into the PAWC Wastewater Treatment Plant in McKeesport for sewage treatment and disposal and is billed PAWC's PUC-approved tariff rates; and

WHEREAS, Elizabeth Township filed suit against SSMSA in the Court of Common Pleas of Allegheny County under Case No. GD 19-011632 regarding a dispute relating to unpaid conveyance and treatment charges; and

WHEREAS, the Parties have entered into a Settlement Agreement and Mutual General Release ("Agreement and Release") and pursuant to the terms of the Agreement and Release the Parties have agreed to enter into this Agreement that amends and restates the Original Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the terms and conditions hereinafter set forth.

Article 1. Incorporation of Preambles

1.1. The preambles hereinabove set forth are incorporated herein by reference as though the same were here set forth at length.

1.2. The Parties acknowledge and agree that the preambles are an essential part of this Agreement.

Article 2. Definitions

2.1. When used in this Agreement, the following words have the following meanings, unless the context clearly indicates another meaning:

A. **“Capital Contribution”** means the \$495,000 paid by SSMSA to ETSA pursuant to the Original Agreement and Article 5 of this Agreement that reserves and allocates to SSMSA 191,000 gallons per day or 551 EDUs of conveyance capacity in and through the Elizabeth System;

B. **“Connection Fee”** means the fee which Elizabeth Township charges SSMSA for allowing New Customers to discharge sewage or acceptable commercial or industrial wastes from a New Customer into the Elizabeth System for conveyance over the allocated Capital Contribution or 551 EDUs;

C. **“Conveyance Fee”** means the quarterly fee (based on SSMSA’s metered water consumption records from SSMSA’s water provider for each relevant quarter) that Elizabeth Township charges SSMSA for allowing the SSMSA System to discharge sewage or acceptable commercial or industrial wastes through Elizabeth Township for conveyance into the PAWC Wastewater Treatment Plant in McKeesport for treatment;

D. **“Customer”** means (i) each structure within the SSMSA Service Area that is currently connected to the SSMSA System or (ii) each future structure within the SSMSA Service Area that is connected to the SSMSA System up to the allocated Capital Contribution or 551 EDUs and from which SSMSA intends to convey sewage or acceptable commercial or industrial wastes to the Elizabeth System and into the PAWC Wastewater Treatment Plant in McKeesport for treatment;

E. **“EDU”** or **“Equivalent Dwelling Unit”** is defined by the then-current ELIZABETH Resolution;

F. **“New Customer”** means each structure located within the SSMSA Service Area that connects to the SSMSA System other than a Customer;

G. **“Prohibited Waste”** means waste which may not be placed into the Elizabeth System or treated at the PAWC Wastewater Treatment Plant in McKeesport pursuant to Elizabeth Township and PAWC Rules and Regulations as they exist on the date of the execution of this Agreement, or any amendment thereof, or by any federal, state or county statute, ordinance, rule, regulation, permit or protocol which applies to Elizabeth Township or the Elizabeth System;

H. **“SSMSA Service Area”** means the Borough of Sutersville, Westmoreland County, Pennsylvania, and those areas of the Township of Sewickley, Westmoreland County, Pennsylvania, for which SSMSA was formed to undertake the planning, financing, acquisition, construction, operation and maintenance of a joint regional sewage collection, transmission, and treatment system as depicted on **Exhibit A** attached hereto.

I. **“SSMSA Treatment Fee”** means SSMSA System’s quarterly portion of the applicable PUC-approved tariff rate that PAWC charges Elizabeth Township for wastewater treatment and disposal from the Elizabeth System (based on SSMSA’s metered water consumption records from SSMSA’s water provider for each relevant quarter) as illustrated on **Exhibit B** attached hereto.

Article 3. Ownership and Maintenance.

3.1. SSMSA retains sole ownership and control of the SSMSA System and shall be solely responsible for the operation, maintenance, repair and replacement of same. SSMSA covenants that it will maintain the SSMSA System in good condition and repair and will comply with all federal, state and county laws, statutes, ordinances, rules, regulations, permits or protocols applicable to the operation and maintenance of the SSMSA System.

3.2. Elizabeth Township retains sole ownership and control of the Elizabeth System and shall be solely responsible for the operation, maintenance, repair and replacement of same.

Elizabeth Township covenants that it will maintain the Elizabeth System in good condition and repair and will comply with all federal, state and county laws, statutes, ordinances, rules, regulations, permits or protocols applicable to the operation and maintenance of the Elizabeth System.

Article 4. Connection, Transmission, and Conveyance Fee.

4.1. Elizabeth Township acknowledges and agrees that SSMSA has the right to connect the SSMSA System to the Elizabeth System and to convey sewage and acceptable commercial and industrial wastes, except Prohibited Waste, from Customers in the SSMSA Service Area through the Elizabeth System and into the PAWC Wastewater Treatment Plant in McKeesport for treatment.

4.2. SSMSA shall pay Elizabeth Township a Conveyance Fee of \$27.90 / EDU / month (but billed quarterly) from the date of this Agreement to May 31, 2026. After May 31, 2026, SSMSA shall pay Elizabeth Township a Conveyance Fee of \$35.00 / EDU / month (but billed quarterly) thereafter to convey sanitary wastewater from the SSMSA System through the Elizabeth System and into the PAWC Wastewater Treatment Plant in McKeesport for treatment as illustrated on **Exhibit B**. If Elizabeth Township raises its rates for its customers after the date of this Agreement, SSMSA's rates shall increase in the same aggregate monetary amount.

4.3. SSMSA shall also pay Elizabeth Township the quarterly SSMSA Treatment Fee as illustrated on **Exhibit B**.

4.4. SSMAS shall not discharge Prohibited Waste into the Elizabeth System through the SSMSA System, and Elizabeth Township and SSMSA reserve their rights to take all action within their respective powers necessary and desirable to abate known violations of this Section.

4.5. Any expansion of the SSMSA Service Area to include areas not presently within the SSMSA Service Area shall require the prior approval of Elizabeth Township, such approval not to be unreasonably withheld, except that no such approval shall be required if the sewage and acceptable commercial and industrial wastes discharged from Customers located in the expanded areas will not (i) exceed the Capital Contribution or 551 EDUs or (ii) be discharged into the Elizabeth System. If the SSMSA Service Area is expanded with the approval of Elizabeth Township, and absent other agreement of the Parties pertaining to the expanded areas, the terms and conditions of this Agreement shall apply to the SSMSA Service Area as expanded.

Article 5. Original Capital Contribution.

5.1. SSMSA paid ETSA the Capital Contribution pursuant to the Original Agreement. Elizabeth Township acknowledges and agrees that SSMSA has paid the Capital Contribution.

Article 6. Connection Fee.

6.1. SSMSA agrees not to allow any New Customers to connect to the SSMSA System without SSMSA first paying to Elizabeth Township a Connection Fee.

6.2. Elizabeth Township and SSMA acknowledge and agree that the Connection Fee to be charged SSMSA for each New Customer connecting to the SSMSA System is subject to the provisions of 53 Pa.C.S.A. § 5607(24)(iv) which provides that a municipal authority with available excess sewage capacity, wishing to sell that capacity to another municipal authority, may not charge a higher cost for the capacity portion of the tapping fee as the selling municipal authority charges to its customers for the capacity portion of the tapping fee. In turn, the municipal authority buying this excess capacity may not charge a higher cost for the capacity portion of the tapping fee to its residential customers than that charged to them by the selling municipal authority.

6.3. Elizabeth Township agrees that it shall not increase the Connection Fee more than once every three years during the term of this Agreement. The Connection Fee under this Agreement shall not exceed the sum of the capacity fee components for the PAWC Treatment Plant at McKeesport or the Connection Fee then being charged by Elizabeth Township to Elizabeth Township users of the Elizabeth System, whichever is less. Elizabeth Township shall notify SSMSA in writing of any adjustment to the Connection Fee at least 60 days prior to the adjustment taking effect.

Article 7. Prohibition Against Other Charges and Fees.

7.1. During the term of this Agreement, Elizabeth Township shall not charge to SSMSA and SSMSA shall not be required to pay to Elizabeth Township any other charges, rates, or fees other than the Conveyance Fee and the SSMSA Treatment Fee as set forth in Article 4 of this Agreement and the Connection Fee set forth in Article 6 of this Agreement.

Article 8. Effective Date, Term, and Capacity.

8.1. This Agreement shall be dated and effective as of the date it is last authorized and executed by a Party hereto and shall thereafter remain in full force and effect for a term of twenty (20) years unless otherwise terminated in accordance with this paragraph.

Article 9. General Provisions.

9.1. Inspection and Reporting. Each Party agrees to allow the other, at the other's expense, to inspect at reasonable times, and/or to provide the other with any and all information regarding any: (i) reporting requirements as established by law, including Chapter 94 reporting requirements; (ii) operation, maintenance and repair of its system, including costs thereof, and (iii) the basis of charges, rates and adjustments thereto.

9.2. Integration Clause. This Agreement sets forth the entire agreement between the Parties, and there is and was no prior or contemporaneous representation, agreement or understanding, written or oral, which is or was material to either Party, or upon which either Party does or did rely, which has not been set forth in this Agreement. Each Party hereby waives the right to enforce or sue upon any prior or contemporaneous representation, agreement or understanding, written or oral, which has not been set forth in this Agreement. This Agreement may not be altered or modified except by a writing signed by the Parties hereto. Each Party hereby waives the right to enforce or sue upon any alleged alteration or modification of this Agreement which is not in writing and signed by the Parties hereto. Subject to the other applicable provision of this Agreement, this Agreement shall be binding upon the Parties hereto, their heirs, successors, legal representatives and permitted assigns.

9.3. Assignment. This Agreement is assignable by either Party upon thirty (30) days written notice to the other Party in connection with the assigning Party's sale or lease of its conveyance system (either the Elizabeth System or the SSMSA System). This Agreement is binding on the Parties and each of its successors and assigns.

9.4. Notices. All notices, requests and other communications under this Agreement must be in writing and must be sent to the receiving Party at its address as set forth below (or to such other address as the receiving Party notifies the sending Party, in writing): (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by any courier service which provides written confirmation of delivery, or (iii) by hand delivery by a competent adult with written, signed certification of delivery:

Sutersville Sewickley Municipal Sewage Authority
(SSMSA)
826 Curry Road
Sutersville PA, 15083

Attention: Chairperson

Elizabeth Township
522 Rock Run Road
Elizabeth, PA 15037

Attention: Township Manager

All such notices, requests or other communications shall have been sufficiently given for all purposes hereof on the date of the receiving Party's receipt thereof as shown by a return receipt, a courier's written confirmation of delivery or a competent adult's written, signed certification of delivery, and may be sent on behalf of any Party by that Party's respective counsel.

9.5. Interpretation. No provision of this Agreement shall be interpreted for or against either Party because of any presumption in law based upon the preparation of this Agreement.

9.6. Nothing contained in this Agreement shall be construed to relieve or limit the future obligations of either Party to comply with all local state and federal laws.

9.7. Neither this Agreement nor any term hereof may be orally changed, waived, discharged or terminated. The Agreement may be amended only by written agreement between the Parties.

9.8. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms or provisions hereof, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

9.9. This Agreement has resulted from negotiation by the Parties represented by counsel, and in the event of ambiguity or otherwise, it shall not be construed against or in favor of any party on the grounds that counsel for such party was the draftsman of the Agreement or any

particular part of it. The Parties represent that the terms of this Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them.

9.10. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of any jurisdiction. All remedies at law and equity shall be available for the enforcement of this Agreement.

Execution Version

**SUTERSVILLE-SEWICKLEY MUNICIPAL
SEWAGE AUTHORITY**

By: Bruce Riley
Chairman

[Signature] (SEAL)
Secretary



ELIZABETH TOWNSHIP

By: John M. Webb
Chairman

Jessica Granger (SEAL)
Secretary

Exhibit A
SSMSA Service Area

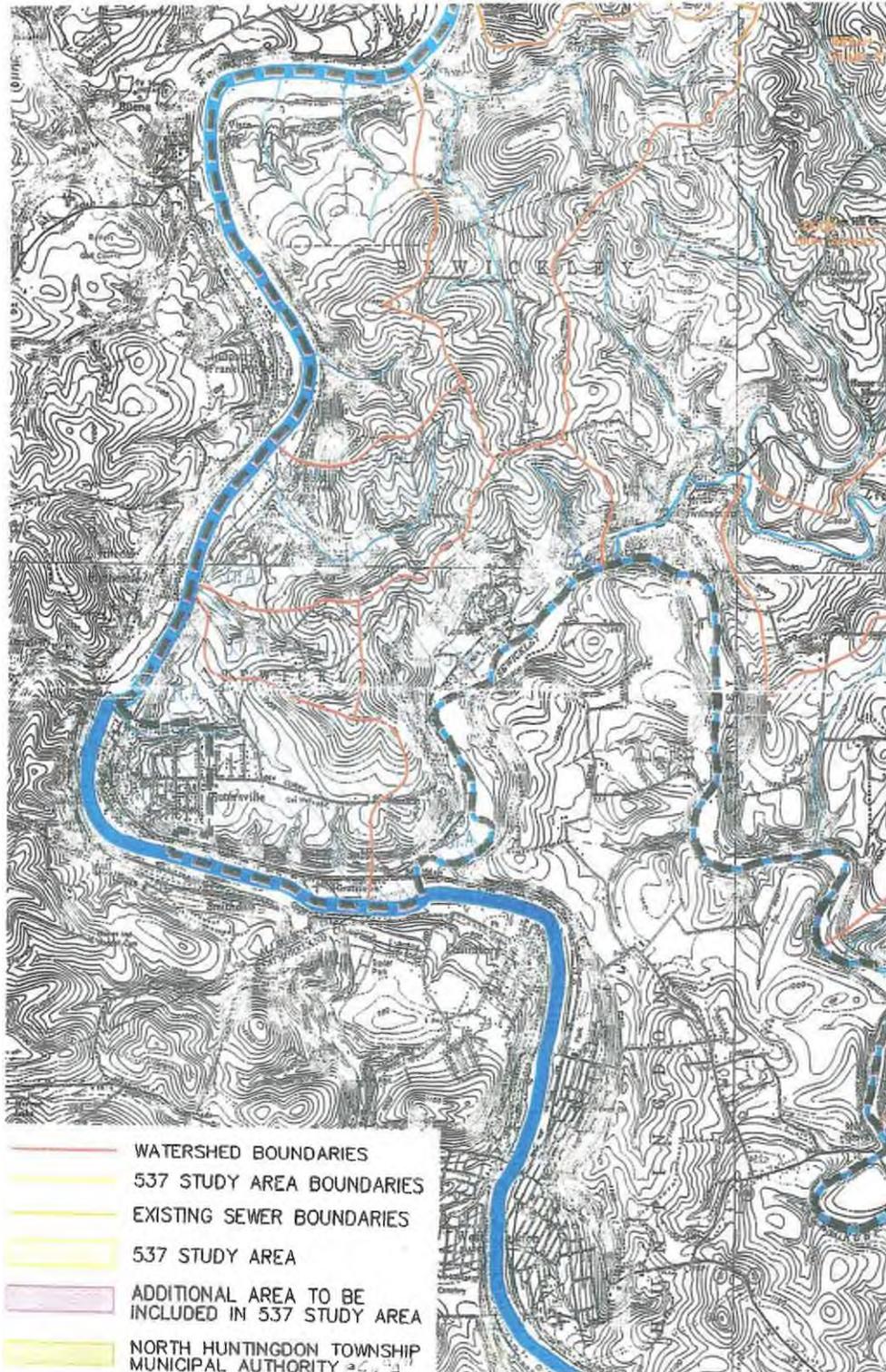


Exhibit B

[Example] Quarter 2025

		491		
Number of EDUs ¹ :				
		\$[]		
x \$27.90 x 3 ²	=			
		[],000		
Total Consumption gallons ³ :				
		\$[]		
x \$16.68 / 1000 gal ⁴	=			
		\$[]		
		\$[]		
		+		
		\$[]		
Total Payment Due to Elizabeth Township	=			

¹ Current SSMSA EDUs

² (i) \$27.90 / EDU / month (but billed quarterly) from the date of this Agreement and (ii) \$35.00 / EDU / month (but billed quarterly) starting on the earlier of the date of closing of the SSMSA System sale or June 1, 2026, pursuant to the terms and conditions of the IMA and any increases in accordance with all subsequent PAWC increases

³ Information to come from SSMSA's water provider for each relevant quarter

⁴ Current PAWC PUC-approved tariff rate and any increases in accordance with all subsequent PAWC increases

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix B

Pennsylvania-American Water Company
Pro Forma WW Tariff

**PENNSYLVANIA-AMERICAN WATER COMPANYS
Wastewater Division
(hereinafter referred to as the “Company”)
D/B/A
Pennsylvania American Water**

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,
BUTLER COUNTY, CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY,
LACKAWANNA COUNTY, LANCASTER COUNTY, LUZERNE COUNTY, MCKEAN COUNTY,
MONROE COUNTY, MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY,
PIKE COUNTY, WASHINGTON COUNTY, **WESTMORELAND COUNTY** AND YORK COUNTY (C)

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued:

Effective:

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

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

NOTICE

**This Tariff authorizes Pennsylvania American Water Company to furnish
wastewater services to the public in the Borough of Sutersville, and portions of Sewickley
Township, Westmoreland County, Pennsylvania.
(Refer to pages 2, 4, 9, and 12)**

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This Tariff supplement authorizes Pennsylvania American Water Company – Wastewater Division to begin to offer or furnish wastewater services to the public in the Borough of Sutersville and portions of Sewickley Township, Westmoreland County, Pennsylvania, as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2025-XXXXX entered XXXXXX.

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

TERRITORIES SERVED (CONT'D)

**(By State Region and Company Wastewater System District)
(All territories are subject to Rate Zone 1 unless otherwise noted)**

Southeastern Pennsylvania

Coatesville District

Chester County. The City of Coatesville, the Borough of Parkesburg and portions of the Borough of South Coatesville and portions of the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury.

Lancaster County. Portions of Sadsbury Township (Rate Zone 1e).

Exeter Sewer District

Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

Royersford District – Rate Zone 1a

Montgomery County. Royersford Borough and portions of Upper Providence Township.

Upper Pottsgrove District

Montgomery County. Portions of Upper Pottsgrove Township.

Berks County. A portion of Douglass Township.

Western Pennsylvania

Butler District – Rate Zone 1d

Butler County. City of Butler, portions of the Borough of East Butler, and portions of the Townships of Butler, Center, Connoquenessing, Oakland and Summit.

Clarion District

Clarion County. Clarion Borough and portions of the Townships of Clarion and Monroe and Farmington (Rate Zone 1f).

Claysville District

Washington County. Claysville Borough and portions of the Townships of Donegal.

Kane District – Rate Zone 2

McKean County. Kane Borough and portions of Wetmore Township.

Koppel District

Beaver County. Koppel Borough.

McKeesport District – Rate Zone 2

Allegheny County. The City of McKeesport, the City of Duquesne, Port Vue Borough, the Borough of Dravosburg, and a portion of West Mifflin Borough (and related points of bulk service interconnection).

Westmoreland County. Borough of Sutersville and portions of Sewickley Township. (Rate Zone XX) (C)

Paint-Elk District

Clarion County. Shippenville Borough and portions of the Townships of Elk and Paint.

(C) means Change

Issued:

Effective Date:

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE 2 – COMBINED SEWER SYSTEM (“CSS”) METERED AND UNMETERED

APPLICABILITY

The rates as set forth below will be in effect for all former customers of the Municipal Authority of the City of McKeesport, Kane service territory (former territory served by the Borough of Kane Authority), **and service territory formerly served by Sutersville-Sewickley Municipal Sewage Authority.** (C)

AVAILABILITY

The rates under this schedule are available to customers in the Residential, Commercial, Industrial, Municipal and Bulk classes.

METERED CHARGES (Based on Water Usage or Sewage Flows, determined at PAWC’s discretion)

All metered customers shall be subject to a monthly or quarterly service charge.

A. Residential

Service Charge per month:	\$20.00
Usage Charge per 100 gallons:	\$2.6117

B. Commercial

Service Charge per month:	\$40.00
Usage Charge per 100 gallons:	\$2.1320

C. Industrial

Service Charge per month:	\$40.00
Usage Charge per 100 gallons:	\$2.1320

D. Municipal

Service Charge per month:	\$40.00
Usage Charge per 100 gallons:	\$2.1320

E. Special Rate Charges

Bulk Customers – Versailles, Elizabeth, Liberty, Glassport, Lincoln, North Versailles,
White Oak and East McKeesport

Usage Charge per 100 gallons:	\$1.6680
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Flat Rate Account

Per month, based on 6,000 gallons per month:	\$86.00
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Per quarter, based on 18,000 gallons per quarter:	\$258.00
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Provided sewage flow meters are installed, on or after January 1, 2018, during any billing period in which the gross volume of sewage from the municipality exceeds 350% of the aggregate quantity of water used by the municipality’s water users, the municipality shall pay PAWC’s prevailing rates for handling the excess, in addition to the sewage charges set forth above.

UNMETERED CHARGES

This charge is a flat fee of \$104.00 per month for all customers not metered for water consumption. All flat rates will be billed monthly.

(C) means Change

Issued:

Effective Date:

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix C

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); Shipperville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022); Creekside Homeowners Association (Lancaster County, June 22, 2023); Butler Area Sewer Authority (Butler County, October 29, 2024); Sadsbury Township Municipal Authority-Wastewater (Lancaster County, October 31, 2024); Farmington Township-Water and Wastewater (Clarion County, November 21, 2024), and East Dunkard Water Authority (Greene County, April 29, 2025). 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 690,060 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 Wallaceton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

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

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

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 Townships of Dunkard, Monongahela, Greene, Cumberland, Perry and Whiteley in Greene County;

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

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

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

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

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

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

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

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

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 115,031 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 Butler, the Borough of East Butler and the Townships of Butler, Center, Connoquenessing, Oakland and Summit in Butler 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, Farmington, 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 Sadsbury, Lancaster 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.

[424 municipalities in 38 counties]

05/31/2025

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix D

Sutersville-Sewickley Municipal Sewage Authority
Balance Sheet

Appendix D

Sutersville-Sewickley Municipal Sewage Authority
Balance Sheet
December 31, 2024
(Dollars in thousands)

	Sutersville-Sewickley Municipal Sewage Authority December 31, 2024 (Unaudited)	
Assets		
Cash and Cash Equivalents	\$	487
Other Current Assets		209
Total Property Plant and Equipment		4,762
Other Long-Term Assets		-
Total Assets		<u>5,458</u>
Capitalization and Liabilities		
Short Term Debt	\$	-
Current Portion of Long-term Debt		139
Other Current Liabilities		222
Total Long-Term Debt		2,391
Other Long Term Liabilities		-
Stockholder's Equity		2,706
Contributions in Aid of Construction		-
Total Capitalization and Liabilities		<u>5,458</u>

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix E

Pennsylvania-American Water Company
Balance Sheet

Appendix E

Pennsylvania-American Water Company
Balance Sheet
December 31, 2024
(Dollars in thousands)

	PA American Water December 31, 2024 (Audited)	
Assets		
Cash and Cash Equivalents	\$	3,064
Other Current Assets		183,691
Total Property Plant and Equipment		7,357,402
Other Long-Term Assets		337,043
Total Assets	\$	<u>7,881,200</u>
Capitalization and Liabilities		
Short Term Debt	\$	64,566
Current Portion of Long-term Debt		49,784
Other Current Liabilities		241,840
Total Long-Term Debt		2,576,056
Other Long Term Liabilities		1,350,755
Stockholder's Equity		3,352,376
Contributions in Aid of Construction		245,823
Total Capitalization and Liabilities	\$	<u>7,881,200</u>

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix F

Sutersville-Sewickley Municipal Sewage Authority
Income Statement

Appendix F

Sutersville-Sewickley Municipal Sewage Authority
Income Statement
for the 12 Months Ended December 31, 2024
(Dollars in thousands)

	Sutersville-Sewickley Municipal Sewage Authority 12 Months Ended December 31, 2024 (Unaudited)	
Operating Revenues	\$	653
Operating Expenses		
Operation and Maintenance		498
Depreciation and Amortization		207
General Taxes and Other		-
Total Operating Expenses		<u>705</u>
Operating Income		(52)
Other Income/(Expenses)		
Other Income/(Expense), Net		8
Interest Expense, Net		(26)
Total Other Expenses		<u>(18)</u>
Income Before Income Taxes		(70)
Provision for Income Taxes		-
Net Income	\$	<u><u>(70)</u></u>

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix G

Pennsylvania-American Water Company
Income Statement

Appendix G

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2024
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2024 (Audited)	
Operating Revenues	\$	1,039,142
Operating Expenses		
Operation and Maintenance		295,064
Depreciation and Amortization		226,638
General Taxes and Other		19,081
Total Operating Expenses		540,783
Operating Income		498,359
Other Income/(Expenses)		
Other Income/(Expense), Net		14,445
Interest Expense, Net		(100,081)
Total Other Expenses		(85,636)
Income Before Income Taxes		412,723
Provision for Income Taxes		99,008
Net Income	\$	313,715

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix H

Pro Forma Balance Sheet
Sutersville-Sewickley Municipal Sewage Authority and
Pennsylvania-American Water Company

Pennsylvania-American Water Company & Sutersville-Sewickley Municipal Sewage Authority
 Pro-Forma Balance Sheet
 for the 12 Months Ended December 31, 2024
 (Dollars in thousands)

	PA American Water December 31, 2024 (Audited)	Sutersville-Sewickley Municipal Sewage Authority December 31, 2024 (Unaudited)	Combined Pro-Forma
Assets			
Cash and cash equivalents	\$ 3,064	\$ 487	\$ 3,551
Other current assets	183,691	209	183,900
Total property plant and equipment	7,357,402	4,762	7,362,164
Regulatory assets & other L/T Assets	337,043	-	337,043
Total Assets	\$ 7,881,200	\$ 5,458	\$ 7,886,658
Capitalization and liabilities			
Short Term Debt	\$ 64,566	\$ -	\$ 64,566
Current Portion of Long-term Debt	49,784	139	49,923
Other current liabilities	241,840	222	242,062
Total Long-term Debt	2,576,056	2,391	2,578,447
Regulatory & Other Long Term Liabilities	1,350,755	-	1,350,755
Stockholder's equity	3,352,376	2,706	3,355,082
Contributions in aid of construction	245,823	-	245,823
Total Capitalization and liabilities	\$ 7,881,200	\$ 5,458	\$ 7,886,658

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix I

Pro Forma Income Statement of
Sutersville-Sewickley Municipal Sewage Authority and
Pennsylvania-American Water Company

Appendix I

Pennsylvania-American Water Company & Sutersville-Sewickley Municipal Sewage Authority
 Pro-forma Income Statement
 for the 12 Months Ended December 31, 2024
 (Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2024 (Audited)	Sutersville-Sewickley Municipal Sewage Authority 12 Months Ended December 31, 2024 (Unaudited)	Combined Pro-Forma
Operating Revenues	\$ 1,039,142	\$ 653	\$ 1,039,795
Operating Expenses			
Operation and Maintenance	295,064	498	295,562
Depreciation and Amortization	226,638	207	226,845
General Taxes and Other	19,081	-	19,081
Total Operating Expenses	<u>540,783</u>	<u>705</u>	<u>541,488</u>
Operating Income	498,359	(52)	498,307
Other Income/(Expenses)			
Other Income/(Expense), Net	14,445	8	14,453
Interest Expense, Net	(100,081)	(26)	(100,107)
Total Other Expenses	<u>(85,636)</u>	<u>(18)</u>	<u>(85,654)</u>
Income Before Income Taxes	412,723	(70)	412,653
Provision for Income Taxes	99,008	-	99,008
Net Income	<u>\$ 313,715</u>	<u>\$ (70)</u>	<u>\$ 313,645</u>

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix J

Pennsylvania-American Water Company
Board Resolutions

PENNSYLVANIA-AMERICAN WATER COMPANY

I, Erin K. Fure, Assistant Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company"), DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Written Consent dated July 18, 2025, and that such resolutions have not been amended or rescinded and are still in full force and effect:

WHEREAS, Sutersville-Sewickley Municipal Sewage Authority ("SSMSA") owns and operates a wastewater collection and conveyance system in Westmoreland County, Pennsylvania (the "Assets"); and

WHEREAS, the Company and SSMSA have been engaged in discussions and negotiations regarding the terms pursuant to which the Company would acquire the Assets from SSMSA; and

WHEREAS, the Company desires to purchase the Assets from SSMSA pursuant to the terms that have been discussed and memorialized in an asset purchase agreement (APA) entered into by the parties on May 22, 2025, and other associated documents; and

WHEREAS, based on all of the foregoing, the Company requests the proper officers including but not limited to the President or a Vice President of the Company be authorized to take the necessary actions on behalf of the Company to complete the acquisition such that (1) the Company acquires the Assets for a maximum aggregate purchase price of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) in cash, and (2) in addition to the APA, negotiate the terms and conditions of, and execute and deliver, other appropriate contracts, agreements, instruments, certificates and other documents, related to the purchase of the Assets.

NOW, THEREFORE, BE IT RESOLVED that entering into and execution of the APA by the Company is hereby approved, ratified and confirmed; and further

RESOLVED that the Board hereby authorizes and delegates authority to the proper officers including but not limited to the President or a Vice President of the Company to take the necessary actions on behalf of the Company to complete the acquisition such that (1) the Company acquires the Assets for a maximum aggregate purchase price of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) in cash, and (2) in addition to the APA, negotiate the terms and conditions of, and execute and deliver, other appropriate contracts, agreements, instruments, certificates and documents related to the purchase of the Assets; and further

RESOLVED, that the proper officers of the Company, or their designees, are hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as they may determine necessary to complete the purpose of this resolution; and further

RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Seller an agreement to purchase the Assets are ratified, confirmed and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company on this 25th day of July, 2025.



Assistant Secretary

(Seal)



In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix K

Sutersville-Sewickley Municipal Sewage Authority
Verification and Meeting Minutes

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American :
Water Company under Section 1102(a) of the :
Pennsylvania Public Utility Code, 66 Pa. C.S. :
§ 1102(a), for approval of (1) the transfer, by sale, :
of substantially all of the Sutersville-Sewickley :
Municipal Sewage Authority's assets, properties :
and rights related to its sanitary sewage collection : Docket No. A-2025-_____
and conveyance system to Pennsylvania-American :
Water Company; and (2) the right of Pennsylvania- :
American Water Company to begin to offer and :
furnish wastewater service to the public in the :
Borough of Sutersville and in portions of :
Sewickley Township, Westmoreland County, :
Pennsylvania :

In re: Filing by Pennsylvania-American Water :
Company under Section 507 of the Pennsylvania :
Public Utility Code, 66 Pa. C.S. § 507, of (i) the :
Asset Purchase Agreement By and Between :
Sutersville-Sewickley Municipal Sewage : Docket Nos. U-2025-_____
Authority and Pennsylvania-American Water :
Company, and (ii) the Intermunicipal Authorities :
Sewage Service Agreement for the Sutersville- :
Sewickley Municipal Sewage Authority Service :
Area :

VERIFICATION

I, Bruce Riley, Chairperson, on behalf of Seller, Sutersville-Sewickley Municipal Sewage Authority ("SSMSA") in connection with the foregoing Application, hereby state the following:

1. At its April 7, 2025 Board meeting, SSMSA approved the Asset Purchase Agreement that is the subject of this proceeding.
2. The only formal record of this approval is included in the Meeting Minutes for the April 7, 2025 Board meeting, which is attached hereto as part of Appendix K.
3. No other formal written resolution or motion is required to give effect to SSMSA's approval of the Asset Purchase Agreement.

I make this verification subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: July 25, 2025



Bruce Riley, Chairperson
Sutersville-Sewickley Municipal Sewage Authority

**Sutersville Sewickley Municipal Sewage Authority
Meeting Minutes for April 7, 2025 at 6:00 pm.**

- I. CALL MEETING TO ORDER
Time: 6:00 P.M.
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL:

Bruce Riley	Present
James Ferree	Present
Tom Couch	Present
Scott Demers	Present
Norma Wunder	Present
Joe Federoff	Present
Richard Schimizzi	Present
- IV. ANY ADDITIONS OR CHANGES TO THE AGENDA: NO
- V. PUBLIC PARTICIPATION: NO
- I. CORRESPONDENCE:
 - A. MAWC 30 Day Delinquents Account 3/3/2025 - \$93,943.14
 - B. MAWC Billing Register for 3/1/2025 through 3/31/2025 - \$105,963.28
 - C. MAWC Monthly Revenue Report for February 2025 - \$37,535.45

E-mails / Letters:

 - A. 5 emails from Mission Communications of the weekly reports.
 - B. Letter from West Penn Power – Home Energy Report
- II. MINUTES:
 - A. James Ferree made a motion to approve March 3, 2025 meeting minutes, second was made by Bruce Riley, Scott Demers abstained, with all others voting yes.
- III. TREASURER’S REPORT:
 - A. Joe Federoff made a motion to approve Treasure’s Report for February 2025, second was made by Norma Wunder, all voting yes.
 - B. Bruce Riley made a motion to approve payment of the bills listed for April 7, 2024, second was made by James Ferree, all voting yes.
- IV. Engineer’s Report: No
- V. Solicitor’s Report: No
- VI. Board Members Report: Lowber pressure valve replaced.
- VII. OLD BUSINESS:
 - A. Discuss the Draft Settlement Agreement with Elizabeth Township. During the Mar 3 meeting we discussed this. At that time, SSMSA proposed to pay them the \$82,007.04 in installments but they are demanding payment when the Settlement

**Sutersville Sewickley Municipal Sewage Authority
Meeting Minutes for April 7, 2025 at 6:00 pm.**

Agreement is signed. Bruce Riley sent an email to the Board on March 20 describing this. In conjunction with the Settlement Agreement, SSMSA have worked up a new AMENDED AND RESTATED INTERMUNICIPAL SEWAGE SERVICES AGREEMENT (IMA) between Elizabeth Township and SSMSA. Bruce Riley sent that to the Board for review on March 28. Bruce recommends that SSMSA accept their terms. A motion to accept the Settlement and the IMA will be presented to the Board.

1. Bruce Riley made a motion that SSMSA accept the settlement and Re-stated and Amended Inter- Municipal Agreement to settle legal matters with Elizabeth Township, in substantially the same as presented and reviewed, second was made by Tom Couch, all voting yes.

2. Bruce Riley made a motion that SSMSA approve the Asset Purchase Agreement with PAWC, second was made by Joe Federoff, all voting yes.

B. Bruce Riley met with Chris Williams, the local technician from Sullivan Environmental, down at Lowber to investigate the issues with the controls. Chris replaced one of the bubbler air compressors before determining that the pumps are running strictly on the float system. The pumps are running but are short cycling. D&B recommended having the wet well pumped to remove the build-up of grease. This was done but the pumps are still not working properly. RAM will be coming out to investigate that and they will also replace the hour meters so we can get the run times. Their estimate for the two-hour meters is \$357.54 which does not include installation. Bruce directed them to proceed with the order.

C. Continue delinquent Accounts review and discussion of delinquent account charges.

D. SSMSA is still reviewing the information sent in by Jordan Tax Service. The contract has been changed to reflect our comments and is acceptable, but there is a resolution, Act1/20 and an Act 1/20 Agreement dealing with delinquent accounts that needs to be finalized. Rich had sent some comments for our review and will respond to Jordan when he receives our input.

VIII. NEW BUSINESS:

IX. EXECUTIVE SESSION: Executive Session was held on April 7, 2025 at 4:00 no decisions or actions taken.

ADJOURNMENT

Joe Federoff made a motion to adjourn, second was made by James Ferree, all voting yes.

Time: 6:45 P.M.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix L.1

Westmoreland County Land Use Planning



July 22, 2025

VIA OVERNIGHT MAIL

West Moreland County Planning Division
Fifth Floor, Suite 520
40 N. Pennsylvania Avenue
Greensburg, PA 15601

Re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Ladies and Gentlemen:

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application to the Pennsylvania Public Utility Commission (PUC) for the above referenced acquisition.

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? X *yes*
2. Is there an adopted county comprehensive plan? X *yes*
3. Is there an adopted multi-municipal or multi-county comprehensive plan? NO
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? NO *NO County Zoning*
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? X *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 717-550-1615. Please feel free to email this form back to Michael.guntrum@amwater.com or mail back to: PA American Water, 852 Wesley Drive, Mechanicsburg, PA 17055

Sincerely,



Michael J. Guntrum, P.E.
Senior Project Engineer Business Development
Pennsylvania-American Water Company

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

West Moreland County Planning Division

Signature

Printed Name/Title


Josh Spano / Deputy Director

Date

7/23/25

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix L.2

Borough of Sutersville Land Use Planning



July 22, 2025

VIA OVERNIGHT MAIL

Sutersville Borough
320 Municipal Avenue
Sutersville, PA 15083

Re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

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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? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at 717-550-1615. Please feel free to email this form back to Michael.Guntrum@amwater.com or mail back to: PA American Water, 852 Wesley Drive, Mechanicsburg, PA 17055

Sincerely,



Michael J. Guntrum, P.E.
Senior Project Engineer Business Development
Pennsylvania-American Water Company

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

Sutersville Borough Signature _____
Printed Name/Title _____ Date _____

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix L.3

Township of Sewickley Land Use Planning



PENNSYLVANIA
AMERICAN WATER

July 22, 2025

VIA OVERNIGHT MAIL

Sewickley Township Planning Commission
2288 Mars Hill Road
Irwin, PA 15642

Re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Ladies and Gentlemen:

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application to the Pennsylvania Public Utility Commission (PUC) for the above referenced acquisition.

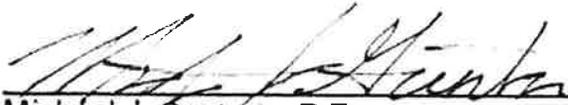
As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application complies with the land use planning. As part of the application process, the PUC requested Pennsylvania American Water 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? yes
2. Is there an adopted county comprehensive plan? yes
3. Is there an adopted multi-municipal or multi-county comprehensive plan? no
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? yes
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? yes
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at 717-550-1615. Please feel free to email this form back to Michael.guntrum@amwater.com or mail back to: PA American Water, 852 Wesley Drive, Mechanicsburg, PA 17055

Sincerely,



Michael J. Guntrum, P.E.
Senior Project Engineer Business Development
Pennsylvania-American Water Company

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

Sewickley Township Planning Commission

Signature

Printed Name/Title



Michael Gray / Township Manager

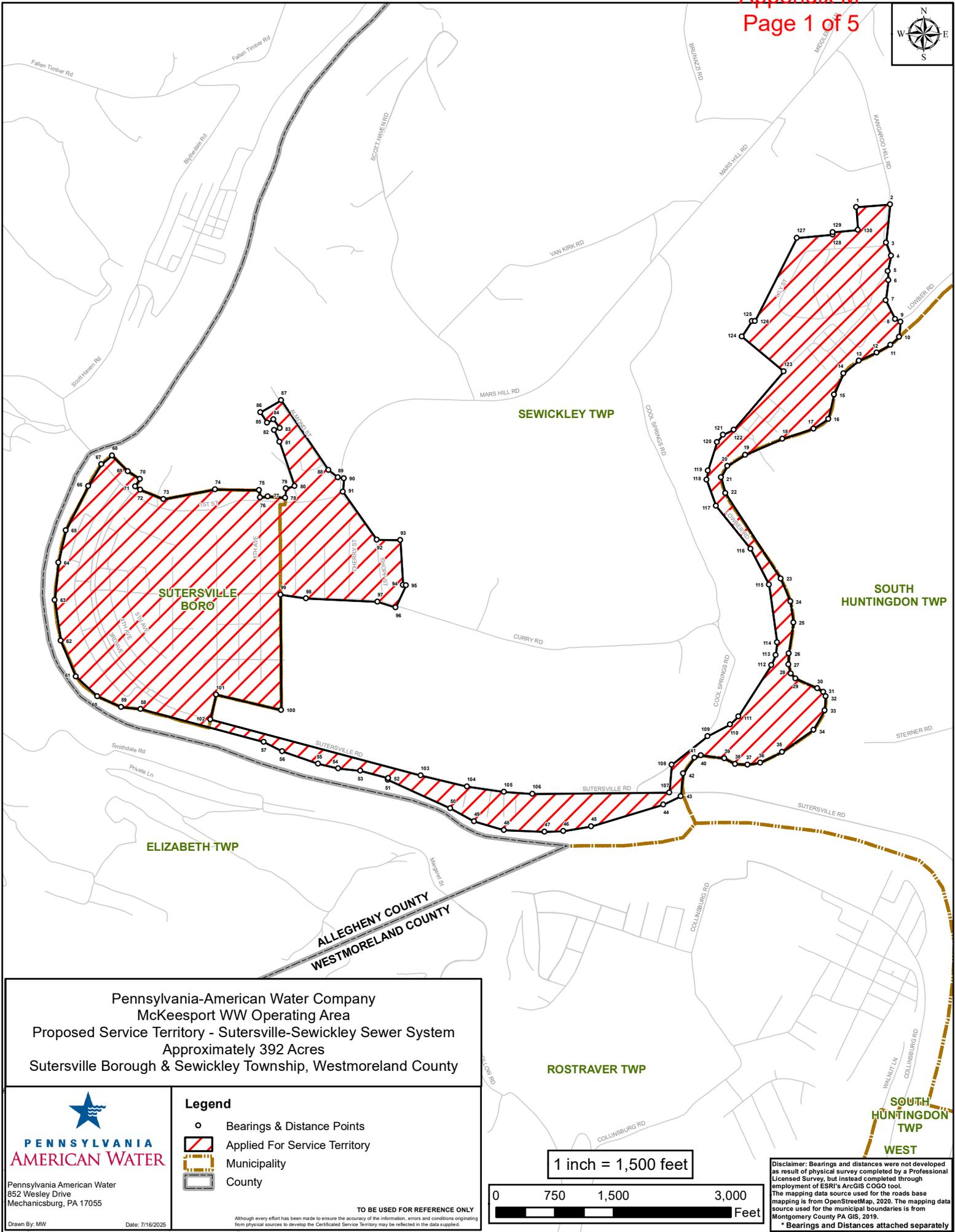
Date

07/28/2025

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix M

Map of Applied-For Wastewater Service Area and Description

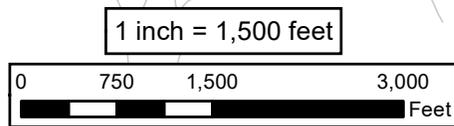


Pennsylvania-American Water Company
McKeesport WW Operating Area
Proposed Service Territory - Sutersville-Sewickley Sewer System
Approximately 392 Acres
Sutersville Borough & Sewickley Township, Westmoreland County

Pennsylvania American Water
 852 Wesley Drive
 Mechanicsburg, PA 17055

Drawn By: MW
 Date: 7/16/2025

- Legend**
- Bearings & Distance Points
 - Applied For Service Territory
 - Municipality
 - County



Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool. The mapping data source used for the roads base mapping is from OpenStreetMap, 2020. The mapping data source used for the municipal boundaries is from Montgomery County PA GIS, 2019.

* Bearings and Distances attached separately

Starting Point: The northwestern most point of parcel pin 58-10-00-0-034, located at 198 Kangaroo Hill Rd, Sutersville, PA 15083 (40.250405, -79.770401).

From	To	Bearing	Distance (ft)
1	2	N85°16'25"E	433.86
2	3	S6°19'34"W	491.65
3	4	S21°04'34"E	178.30
4	5	S11°05'49"W	203.39
5	6	S3°14'25"E	115.78
6	7	S7°40'13"W	256.83
7	8	S26°01'57"E	268.68
8	9	S65°54'47"E	78.87
9	10	S5°26'11"W	197.39
10	11	S46°50'55"W	150.38
11	12	S60°51'17"W	201.24
12	13	S65°56'53"W	252.29
13	14	S50°35'48"W	253.54
14	15	S23°38'37"W	297.67
15	16	S13°20'10"W	318.29
16	17	S56°34'19"W	224.16
17	18	S72°00'06"W	418.78
18	19	S66°37'49"W	519.09
19	20	S57°28'55"W	268.76
20	21	S30°12'16"W	166.12
21	22	S15°43'31"E	211.04
22	23	S33°00'21"E	1,298.74
23	24	S22°32'32"E	318.70
24	25	S8°03'09"E	273.13
25	26	S8°14'37"W	396.55
26	27	S2°47'12"W	142.66
27	28	S15°53'52"E	119.73
28	29	S41°04'03"E	87.83
29	30	S66°25'23"E	306.07
30	31	S57°32'13"E	89.89
31	32	S27°44'41"E	62.15
32	33	S3°20'05"W	177.95
33	34	S29°19'33"W	289.62
34	35	S55°18'41"W	491.23
35	36	S63°33'29"W	309.99
36	37	S81°13'14"W	166.61
37	38	N86°27'15"W	158.30
38	39	N62°42'59"W	156.29
39	40	N82°33'55"W	299.32

40	41	S69°58'14"W	86.53
41	42	S35°34'12"W	250.00
42	43	S6°07'52"W	291.09
43	44	S64°18'55"W	249.13
44	45	S73°16'02"W	962.77
45	46	S79°57'58"W	360.51
46	47	S87°51'52"W	238.79
47	48	N87°21'21"W	521.11
48	49	N73°58'40"W	394.03
49	50	N61°20'02"W	348.40
50	51	N65°27'52"W	875.55
51	52	N12°09'11"E	23.75
52	53	N75°22'00"W	368.96
53	54	N84°04'19"W	283.52
54	55	N76°35'48"W	266.25
55	56	N71°01'47"W	484.30
56	57	N63°06'51"W	264.60
57	58	N75°00'24"W	1,627.92
58	59	N83°34'17"W	251.27
59	60	N66°03'11"W	329.41
60	61	N46°59'18"W	374.56
61	62	N22°59'47"W	497.86
62	63	N8°36'58"W	525.67
63	64	N5°46'47"E	480.98
64	65	N12°46'00"E	419.58
65	66	N26°46'28"E	637.43
66	67	N31°39'47"E	323.62
67	68	N49°45'01"E	176.93
68	69	S44°55'51"E	287.33
69	70	S57°13'14"E	183.39
70	71	S34°14'40"W	110.32
71	72	S55°19'54"E	78.54
72	73	S67°48'31"E	321.00
73	74	N79°10'45"E	672.14
74	75	S88°53'56"E	559.50
75	76	S8°11'40"E	91.55
76	77	N84°17'39"E	101.81
77	78	S85°18'31"E	222.03
78	79	N4°38'17"E	121.61
79	80	N73°56'45"E	116.23
80	81	N18°52'00"W	597.31
81	82	N25°21'44"W	162.48
82	83	N70°17'56"E	76.48
83	84	N35°33'11"W	137.63

84	85	S62°38'52"W	93.72
85	86	N31°56'54"W	158.24
86	87	N59°32'14"E	307.38
87	88	S34°07'00"E	1,079.70
88	89	S52°08'31"E	153.25
89	90	S80°16'26"E	76.23
90	91	S4°42'46"W	171.74
91	92	S35°19'08"E	750.05
92	93	S89°32'19"E	298.63
93	94	S3°37'04"E	576.13
94	95	S81°46'44"E	37.66
95	96	S24°52'05"W	311.05
96	97	N72°48'25"W	243.46
97	98	N87°19'34"W	912.99
98	99	N81°27'22"W	331.66
99	100	S0°22'28"E	1,475.35
100	101	N76°47'18"W	854.05
101	102	S12°46'35"W	325.56
102	103	S75°05'49"E	2,778.52
103	104	S76°36'42"E	607.75
104	105	S81°48'33"E	476.29
105	106	S86°07'40"E	368.58
106	107	N89°33'02"E	1,745.23
107	108	N5°08'25"E	360.02
108	109	N51°42'26"E	583.80
109	110	N62°17'22"E	322.00
110	111	N45°43'36"E	151.05
111	112	N32°51'38"E	776.71
112	113	N23°36'18"E	142.80
113	114	N4°37'37"E	165.38
114	115	N7°39'23"W	741.54
115	116	N27°35'37"W	516.76
116	117	N38°31'37"W	703.27
117	118	N19°57'41"W	356.59
118	119	N7°24'20"E	115.69
119	120	N18°07'11"E	380.40
120	121	N38°51'51"E	123.20
121	122	N64°07'19"E	150.30
122	123	N40°39'21"E	979.23
123	124	N50°00'58"W	695.06
124	125	N32°56'06"E	235.43
125	126	N89°51'21"E	37.00
126	127	N26°49'11"E	1,192.14
127	128	N84°42'52"E	459.39

128	129	N3°38'37"W	31.47
129	130	N85°15'04"E	325.68
130	1	N4°07'08"W	292.38

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix N

Sutersville-Sewickley Municipal Sewage Authority
Act 537 March 2006 Update

**BOROUGH OF SUTERSVILLE
AND
PORTIONS OF SEWICKLEY TOWNSHIP
WESTMORELAND COUNTY, PENNSYLVANIA**

**AMMENDMENT
OFFICIAL ACT 537 SEWAGE FACILITIES
PLAN UPDATE**

MARCH 2006



Gannett Fleming, Inc.

Pittsburgh, Pennsylvania

**BOROUGH OF SUTERSVILLE
SEWICKLEY TOWNSHIP**

ACT 537 PLAN SUMMARY

**AMENDMENTS TO THE APPROVED ACT 537 PLAN FOR THE
BOROUGH OF SUTERSVILLE AND SEWICKLEY TOWNSHIP
DATED JULY 2001**

The Act 537 Plan was approved by Sutersville Borough and Sewickley Township and submitted to the Pennsylvania Department of Environmental Protection (PaDEP) in July of 2001. PaDEP approved the Act 537 Plan by letter dated October 1, 2002.

The Act 537 study area is defined as the entire Borough of Sutersville, the built up portions of Sewickley Township adjacent to the Borough of Sutersville, and Gratztown and Lowber in Sewickley Township. The establishments in the study area currently utilize on-lot septic systems for sewage disposal.

Five alternatives for providing public sewage facilities to the study area were considered during the development of the Act 537 Plan. The alternatives were:

1. Construct a treatment plant in Sutersville Borough to serve the study area.
2. Construct a treatment plant in Scott Haven, Sewickley Township to serve the study area.
3. Pump sewage across the Youghioghenny River to the Elizabeth Township Sanitary Authority for treatment.
4. Pump sewage from the study area upstream to West Newton for treatment.
5. Pump sewage across the Youghioghenny River to the Rostraver Township Sanitary Authority for treatment.

Preliminary layouts of sewer lines, pump stations and treatment plant locations were developed for each of these alternatives. Estimated project costs for each of the alternatives were calculated based on the lengths. These costs included "soft costs" for engineering design, legal fees, rights-of-ways, contingency, and administrative costs. For the alternatives where sewage is to be conveyed to a neighboring treatment authority, the project cost included the total projected tap-in fee expected to be charged for connecting to the adjacent system as well as any anticipated costs to expand the existing treatment facility to handle flows from the Study Area. Four project funding scenarios were evaluated for each of the five alternatives.

The results of the alternatives analysis were discussed at a joint meeting between the Borough of Sutersville and Sewickley Township on May 2, 2000. Alternatives 3, 4 and 5 were discounted based high monthly estimated user costs and uncertainty how much the fees from the neighboring systems would increase in the future. Alternative 1 was the most cost effective option, however there was concern as to whether a suitable treatment plant site could be found in the Borough of Sutersville to serve the sewage needs of the community. Therefore, Alternative 2 was chosen as the best option to provide sewage treatment facilities to the study area.

The Sutersville Borough and Sewickley Township formed the Sutersville-Sewickley Municipal Sewage Authority (SSMSA) to implement the recommended alternative in the Act 537 Plan. The design for the Project was completed in the summer of 2004 and an application for funding was submitted to the Pennsylvania Infrastructure Investment Authority (PENNVEST). In March 2005 the SSMSA accepted a 30-year loan at 1 percent interest in the amount of \$4,200,533.00, and a \$2,746,452.00 grant from PENNVEST. The SSMSA also received a \$500,000.00 grant from the Westmoreland County Department of Planning and Development for this Project.

In December 2005 the SSMSA received bids for the construction of their proposed Sanitary Sewer Project. Summarized below are the Bid Amount and the original construction Budget per Contract:

<u>Contract Number</u>	<u>Contractor</u>	<u>CONSTRUCTION COST</u>	
		<u>Bid Amount</u>	<u>Original Estimated Budget</u>
1	Galway Bay Corporation	\$3,614,000	\$1,330,000
2	Lanco Electric, Inc.	\$1,074,000	\$600,000
3	Kukurin Contracting, Inc.	\$3,666,666	\$2,437,700
4	Kukurin Contracting, Inc.	\$1,678,910	\$1,311,100

Attached in Appendix A is a summary of the Original Estimated Project Budget and a Revised Estimated Project Budget using the construction bids received. The Original Estimated Project budget was \$7,446,985.00 and the Revised Estimated Project Budget totals \$11,659,565.00. Also attached in Appendix A is the Total Average Monthly Charge calculation per Equivalent Dwelling Unit (EDU) for each Budget. The Original Estimated Project budget of \$7,446,985.00 had a Total Average Monthly Charge per EDU of \$42.92. Using the \$11,659,565.00 Revised Estimated Project Budget, the Total Average Monthly Charge per EDU increased from \$42.92 to \$67.60. This calculation assumes the additional PENNVEST loan would be a loan at 1% interest for 30 years.

Because of the high Total Average Monthly Charge per EDU based on the Bids received, the SSMSA elected to reject all Bids and re-evaluate the Planning process relative to their treatment options. As previously stated three (3) alternatives utilizing neighboring systems were investigated for treatment in the Act 537 Plan. Alternatives No 2 through 5 listed above were again evaluated and it was determined that pumping sewage across the Youghiogheny River to the Elizabeth Township Sanitary Authority for treatment was a viable option. Connection to West Newton for treatment was eliminated because of treatment plant capacity issues. Rostraver Township Sanitary Authority was eliminated due to high connection cost to their system.

The SSMSA met with representative of the Elizabeth Township Sanitary Authority (ETSA) and obtained the following terms for interconnection to their systems for treatment:

1. Capital contribution - \$900.00 per existing EDU.
2. Sewage rate of \$15.75 per month for the first 3,000 gallons and \$3.95 per 1,000 gallons thereafter.

The following two alternatives to providing public sewage facilities to the study area were considered during the development of this Amendment to the Act 537 Plan:

1. SSMSA Treatment Plant - Construct a treatment plant in Scott Haven, Sewickley Township to serve the study area.
2. ETSA Treatment Plant - Pump sewage across the Youghiogheny River to the Elizabeth Township Sanitary Authority for treatment.

The estimated Project Budget and Funding breakdown for each of these alternatives are presented in Appendix B. Also attached in Appendix B is a summary of the estimated average monthly charge per EDU for each alternative. The estimated average monthly charge per EDU for each alternative is as follows:

- | | |
|--|-------------------|
| 1. Alternative No. 1 – SSMSA Treatment Plant | \$67.60 per month |
| 2. Alternative No. 2 – ETSA Treatment Plant | \$58.64 per month |

Implementation Schedule

Task or Milestone	Target Date
Revise PENNVEST Offer	March 22, 2006
Advertise Act 537 Revised Plan Public Notice	March 24, 2006
Submit Revised Act 537 Plan to PaDEP	March 25, 2006
Issue Unit Draft Debt Act Report	March 27, 2006
Advertise For Construction Bids	April 3, 2006
Submit Revise Part II Permit Application To PaDEP	April 4, 2006
Open Construction Bids	April 25, 2006
Public Meeting to Receive Comments on Revised Act 537 Plan	April 27, 2006
Award Construct Contracts	May 1, 2006
Submit Unit Debt Act Report to DECD	May 3, 2006
PENNVEST Closing	May 23, 2006
Issue Construction Notice to Proceed	May 29, 2006
Construction Completed	December 2006
System Start-up	January 2007
Issue Notice For Sewer Connection	March 2007

APPENDIX A

Sutersville-Sewickley Municipal Sewage Authority
Sanitary Sewer Project
Proposed Budget and Funding

EXPENDITURES	2005	
	<u>PENNVEST LOAN OFFER</u>	<u>AS-BID PROJECT COST</u>
1 Administration Cost		
Advertising	\$ 2,000.00	\$ 2,000.00
2 Legal Fees		
Bialon & Bialon	\$ 7,960.00	\$ 7,960.00
Richard Schimizzi	\$ 20,000.00	\$ 20,000.00
Subtotal	\$ 27,960.00	\$ 27,960.00
3 Financing Costs		
McGrawth & Lawrence	\$ 1,550.00	\$ 1,550.00
Pepper Hamilton	\$ 23,150.00	\$ 23,150.00
Richard Schimizzi	\$ 5,000.00	\$ 5,000.00
Subtotal	\$ 29,700.00	\$ 29,700.00
4 Capitalized Interest	\$ 70,000.00	\$ 70,000.00
5 A/E Fees		
Keddal	\$ 1,689.00	\$ 1,689.00
Gannett Fleming - Design	\$ 438,290.00	\$ 438,290.00
Gannett Fleming Constr.	\$ 293,000.00	\$ 293,000.00
Subtotal	\$ 732,979.00	\$ 732,979.00
6 Permits		
NPDES Permit	\$ 500.00	\$ 500.00
Part II Permit	\$ 500.00	\$ 500.00
NPDES Storm Water	\$ 250.00	\$ 250.00
CSX Permit	\$ 5,900.00	\$ 5,900.00
Subtotal	\$ 7,150.00	\$ 7,150.00
7 Land		
Gannett Fleming	\$ 75,000.00	\$ 75,000.00
Richard Schimizzi	\$ 15,000.00	\$ 15,000.00
Hayden Appraisal Services	\$ 3,750.00	\$ 3,750.00
Carolyn Casoni	\$ 900.00	\$ 900.00
Reserve Coal	\$ 28,000.00	\$ 28,000.00
Soyka	\$ 10,537.00	\$ 10,537.00
Day	\$ 11,000.00	\$ 11,000.00
Ruppert	\$ 4,000.00	\$ 4,000.00
McQuillian	\$ 750.00	\$ 750.00
Bennett	\$ 1,500.00	\$ 1,500.00
Misc. Condemnations	\$ 9,563.00	\$ 9,563.00
CSX Occupancy Fee	\$ 40,000.00	\$ 40,000.00
Subtotal	\$ 200,000.00	\$ 200,000.00

Sutersville-Sewickley Municipal Sewage Authority
Sanitary Sewer Project
Proposed Budget and Funding, Continued

8	Other			
	Electric Service STP Site	\$	30,000.00	\$ 30,000.00
	Electric Service Pump Sta's	\$	3,000.00	\$ 3,000.00
	Telephone Service	\$	1,500.00	\$ 1,500.00
	Office/Lab Furnishings	\$	20,000.00	\$ 20,000.00
	Subtotal	\$	54,500.00	\$ 54,500.00
	 SUBTOTAL OTHER RELATED	\$	1,124,289.00	\$ 1,124,289.00
	PROJECT COST			
10	Construction			
	Contact No.1	\$	1,330,000.00	\$ 3,614,000.00
	Contact No. 2	\$	600,000.00	\$ 1,074,000.00
	Contact No. 3	\$	2,437,700.00	\$ 3,666,666.00
	Contact No. 4	\$	1,311,100.00	\$ 1,678,910.00
	Subtotal	\$	5,678,800.00	\$ 10,033,576.00
11	Contingency	\$	643,896.00	\$ 501,700.00
	 TOTAL	\$	7,446,985.00	\$ 11,659,565.00

FUNDING

	CDBG Grant	\$	500,000.00	\$ 500,000.00
	PENNVEST Loan	\$	4,200,533.00	\$ 4,200,533.00
	PENNVEST 2nd Loan	\$	-	\$ 4,212,580.00
	PENNVEST Grant	\$	2,746,452.00	\$ 2,746,452.00
	TOTAL	\$	7,446,985.00	\$ 11,659,565.00

Additional Loan Amount \$ 4,212,580.00

Sutersville-Sewickley Municipal Sewage Authority
ESTIMATED AVERAGE MONTHLY CHARGE PER EDU

	2005 PENNVEST LOAN OFFER	AS BID PROJECT COST
Construction Cost for Alternative 2		
Sewerage System	\$3,748,795	\$5,345,576
Pumping Station	\$300,000	\$0 (1)
Treatment Plant	<u>\$1,520,000</u>	<u>\$4,688,000</u>
Total Construction Cost	\$5,568,795	\$10,033,576
Construction Contingency	\$556,900	\$501,700
Related Project Costs	<u>\$1,321,290</u>	<u>\$1,124,289</u>
Estimated Project Cost	\$7,446,985	\$11,659,565
Initial Connection Charge (85% collectable) \$750 Per EDU (48% not low-mod income)	\$0	\$0
Initial EDUs Added to the System	551	551
Estimated County Development Block Grant	\$500,000	\$500,000
Estimated PENNVEST Grant	<u>\$2,746,452</u>	<u>\$2,746,452</u>
Estimated PENNVEST Loan	\$4,200,533	\$8,413,113
SYSTEM COSTS		
Annual Costs		
Debt Service		
1 Averaged periodic interest rate (%)		
30 Number of payment periods (yr.)	\$162,763	\$325,992
20 Number of payment periods (yr.)		
Operation and Maintenance	<u>\$121,000</u>	<u>\$121,000</u>
Total	\$283,763	\$446,992
SYSTEM REVENUES		
Annual Revenue		
State Subsidy	\$0	\$0
Required Annual Sewer Rentals	<u>\$283,763</u>	<u>\$446,992</u>
Total	\$283,763	\$446,992
Number of EDU Upon Implementation of Project	551	551
Annual User Charge per EDU	\$515	\$811
ESTIMATED AVERAGE MONTHLY CHARGE PER EDU	\$42.92	\$67.60

(1) Pump Station Construction cost included with Sewage Treatment Plant

APPENDIX B

Sutersville-Sewickley Municipal Sewage Authority
Sanitary Sewer Project
Proposed Budget and Funding

EXPENDITURES	Alternative No. 1	Alternative No. 2
	SSMSA <u>Treatment Option</u>	ETSA <u>Treatment Option</u>
1 Administration Cost		
Advertising	\$ 2,000.00	2,000.00
2 Legal Fees		
Bialon & Bialon	\$ 7,960.00	\$ 7,960.00
Richard Schimizzi	\$ 20,000.00	\$ 20,000.00
Subtotal	\$ 27,960.00	\$ 27,960.00
3 Financing Costs		
McGrawth & Lawrence	\$ 1,550.00	\$ 1,550.00
Pepper Hamilton	\$ 23,150.00	\$ 23,150.00
Richard Schimizzi	\$ 5,000.00	\$ 5,000.00
Subtotal	\$ 29,700.00	\$ 29,700.00
4 Capitalized Interest	\$ 70,000.00	\$ 50,000.00
5 A/E Fees		
Keddal	\$ 1,689.00	\$ 1,689.00
Gannett Fleming - Design	\$ 438,290.00	\$ 438,290.00
Gannett Fleming Constr.	\$ 293,000.00	\$ 228,000.00
Gannett Fleming Redesign	\$ -	\$ 68,000.00
Subtotal	\$ 732,979.00	\$ 735,979.00
6 Permits		
NPDES Permit	\$ 500.00	\$ 500.00
Part II Permit	\$ 500.00	\$ 500.00
NPDES Storm Water	\$ 250.00	\$ 250.00
CSX Permit	\$ 5,900.00	\$ 5,900.00
Subtotal	\$ 7,150.00	\$ 7,150.00
7 Land		
Gannett Fleming	\$ 75,000.00	\$ 74,900.00
Richard Schimizzi	\$ 15,000.00	\$ 15,000.00
Hayden Appraisal Services	\$ 3,750.00	\$ 3,750.00
Carolyn Casoni	\$ 900.00	\$ 900.00
Reserve Coal	\$ 28,000.00	\$ -
Soyka	\$ 10,537.00	\$ 10,537.00
Day	\$ 11,000.00	\$ 11,000.00
Ruppert	\$ 4,000.00	\$ 4,000.00
McQuillian	\$ 750.00	\$ 750.00
Bennett	\$ 1,500.00	\$ 1,500.00
Misc. Condemnations	\$ 9,563.00	\$ 9,563.00
CSX Occupancy Fee	\$ 40,000.00	\$ 25,000.00
Subtotal	\$ 200,000.00	\$ 156,900.00

Sutersville-Sewickley Municipal Sewage Authority
Sanitary Sewer Project
Proposed Budget and Funding, Continued

8	Other			
	Electric Service STP Site	\$	30,000.00	\$ -
	Electric Service Pump Sta's	\$	3,000.00	\$ 6,000.00
	Telephone Service	\$	1,500.00	\$ 1,500.00
	Office/Lab Furnishings	\$	20,000.00	\$ -
	Subtotal	\$	54,500.00	\$ 7,500.00
	SUBTOTAL OTHER RELATED PROJECT COST	\$	1,124,289.00	\$ 1,017,189.00
9	ETSA Capital Contribution	\$	-	\$ 495,900.00
10	Construction			
	Contact No.1	\$	3,614,000.00	\$ 500,000.00
	Contact No. 2	\$	1,074,000.00	\$ 250,000.00
	Contact No. 3	\$	3,666,666.00	\$ 3,367,000.00
	Contact No. 4	\$	1,678,910.00	\$ 1,539,000.00
	River Crossing	\$	-	\$ 300,000.00
	Subtotal	\$	10,033,576.00	\$ 5,956,000.00
11	Contingency	\$	501,700.00	\$ 595,600.00
	TOTAL	\$	11,659,565.00	\$ 8,064,689.00

FUNDING

	CDBG Grant	\$	500,000.00	\$ 500,000.00
	PENNVEST Loan	\$	4,200,533.00	\$ 4,200,533.00
	PENNVEST 2nd Loan	\$	4,212,580.00	\$ 617,704.00
	PENNVEST Grant	\$	2,746,452.00	\$ 2,746,452.00
	TOTAL	\$	11,659,565.00	\$ 8,064,689.00
	Additional Loan Amount	\$	4,212,580.00	\$ 629,704.00

Sutersville-Sewickley Municipal Sewage Authority
ESTIMATED AVERAGE MONTHLY CHARGE PER EDU

	ALTERNATIVE NO. 1 SSMSA <u>TREATMENT OPTION</u>	ALTERNATIVE NO. 2 ETSA <u>TREATMENT OPTION</u>
Sewerage System	\$5,345,576	\$4,906,000
Pump Stations	\$4,688,000	\$750,000
River Crossing	<u>\$0</u>	<u>\$300,000</u>
Total Construction Cost	\$10,033,576	\$5,956,000
Construction Contingency	\$501,700	\$595,600
Related Project Costs	\$1,124,289	\$1,017,189
ETSA Capital Contribution	<u>\$0</u>	<u>\$495,900</u>
Estimated Project Cost	\$11,659,565	\$8,064,689
Initial EDUs Added to the System	551	551
Estimated County Development Block Grant	\$500,000	\$500,000
Estimated PENNVEST Grant	<u>\$2,746,452</u>	<u>\$2,746,452</u>
Estimated PENNVEST Loan	\$8,413,113	\$4,818,237
Additional Loan	\$4,212,580	\$617,704
SYSTEM COSTS		
Annual Costs		
Debt Service		
1	Averaged periodic interest rate (%)	
30	Number of payment periods (yr.)	
	\$325,992	\$186,698
Operation and Maintenance	<u>\$121,000</u>	<u>\$201,000</u>
Total	\$446,992	\$387,698
SYSTEM REVENUES		
Annual Revenue		
State Subsidy	\$1	\$0
Required Annual Sewer Rentals	<u>\$446,992</u>	<u>\$387,698</u>
Total	\$446,993	\$387,698
Number of EDU Upon Implementation of Project	551	551
Annual User Charge per EDU	\$811	\$704
ESTIMATED AVERAGE MONTHLY CHARGE PER EDU	\$67.60	\$58.64

APPENDIX C

041865-600

MAR 23 2006

GANNETT FLEMING INC.

PROOF OF PUBLICATION OF NOTICE IN

The Times-Sun

Commonwealth of Pennsylvania }
County of Westmoreland } ss.

The undersigned, a representative of *The Times-Sun* of the County and Commonwealth aforesaid, being duly affirmed-sworn, deposes and says that *The Times-Sun*, a newspaper of general circulation, published in the Borough of West Newton, County and Commonwealth aforesaid, was established in 1878, since which date *The Times-Sun* has been regularly issued in said County; and that the printed notice or publication attached hereto is exactly the same as was printed and published in the regular editions of the said *The Times-Sun* on the following dates, viz

March 23, 2006

Affiant further deposes and says that he is employed by *The Times-Sun*, a newspaper of general circulation and, as such, is authorized to verify the foregoing statement; and that neither the affiant nor *The Times-Sun* is interested in the subject matter of the aforesaid notice of advertisement; and that all allegations in the foregoing statement as to time, place and character of publication are true.

Rebecca King

Subscribed and affirmed-sworn before me this

27 day of MAR. A.D. 2006

NOTARIAL SEAL
JOSEPH T. SOFORIC, Notary Public
Scottdale Boro, Westmoreland County, PA
My Commission Expires April 22, 2007

**LEGAL NOTICE
FOR
BOROUGH OF SUTERSVILLE
and SEWICKLEY TOWNSHIP
AMENDMENT TO THE APPROVED ACT 537 PLAN
DATED JULY 2001**

NOTICE IS HEREBY GIVEN that the Borough of Sutersville and Sewickley Township has amended the Act 537 Official Sewage Plan Update for the Borough and portions of Sewickley Township, specifically the built-up areas adjacent to the Borough of Sutersville, Graztown and Lowber. The amendment to the Act 537 Plan eliminates the construction of a sewage treatment plant located in Scott Haven in Sewickley Township and provides for first floor gravity sanitary sewer to the establishments in the Service Area by conveying the sewage flows for treatment to the Elizabeth Township Sanitary Authority for sewage treatment. The recommended financing for the Project is a Pennvest grant and loan with County Community Development Block grant funds with results in an estimated monthly average sewer rental of \$58.64 per EDU.

This notice begins the required 30-day public comment period for the Plan. The Plan is available for review at the Borough of Sutersville Municipal Building and Sewickley Township Municipal Building during normal office hours. Any comments must be written and may be mailed to Gannett Fleming, Inc., Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220, to the attention of Mr. John L. Schnande, PE. or hand delivered or mailed to the Municipal Building.

Sutersville Borough
Mr. William Ringbloom
President of Council

RESOLUTION NO. 1 OF 2006

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF SUTERSVILLE, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA RELATING TO THE ADOPTION, APPROVAL AND SUBMISSION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR ITS APPROVAL, OF AN ACT 537 SEWAGE FACILITIES PLAN UPDATE

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, known as the "Pennsylvania Sewage facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHEREAS, an Act 537 Plan with a study area consisting of the entire Borough of Sutersville, the built up portions of Sewickley Township adjacent to the Borough of Sutersville, and the Gratztown and Lowber areas of Sewickley Township was approved by the Borough of Sutersville and the Township of Sewickley and submitted to the Pennsylvania Department of Environmental Protection (PaDEP) in July of 2001 with approval granted by PaDEP in the form of a letter dated October 1, 2002; and

WHEREAS, the Borough of Sutersville and the Township of Sewickley formed the Sutersville-Sewickley Municipal Sewage Authority (SSMSA) to implement the recommended alternative of the 537 Plan as approved for the above referenced study area; and

WHEREAS, in December of 2005, the SSMSA received bids for construction of their proposed Sanitary Sewer Project which resulted in a substantially higher total average monthly charge per EDU than originally estimated thus resulting in a rejection of all bids and a re-evaluation of alternatives to achieve a potential cost savings to customers of the SSMSA; and

WHEREAS, the Borough of Sutersville and the Township of Sewickley, in conjunction with the Sutersville-Sewickley Municipal Sewage Authority, have caused to be prepared by Gannett Fleming, Inc. an Act 537 Plan Update, a copy of which is attached hereto as Exhibit "A" and made a part hereof, providing for alternate sewage facilities in the aforesaid study area; and

WHEREAS, the alternative of choice to be implemented pursuant to said Plan Update is a gravity sewerage system with treatment facilities and services provided by the Elizabeth Township Sanitary Authority to serve the study area above described. The key implementation activities and dates for the same include the design, permitting, financing and construction of the project; and

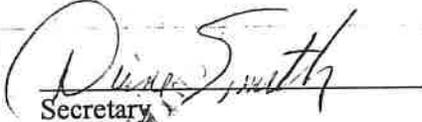
WHEREAS, the Borough of Sutersville finds that the Plan Update as attached hereto conforms to applicable municipal ordinances and is a comprehensive program of pollution control and water quality management.

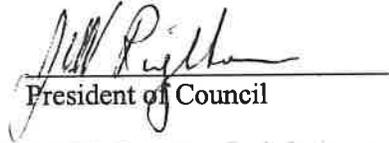
NOW THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sutersville hereby adopts and approves of the amendments to the approved Act 537 Plan for the Borough of Sutersville and Sewickley Township dated July 2001 as set forth within Exhibit "A" attached hereto as the "Official Plan" of the Borough of Sutersville.

BE IT FURTHER RESOLVED that the Borough Council of the Borough of Sutersville hereby submits to and requests the Pennsylvania Department of Environmental Protection for its approval of the amendments to the approved Act 537 Plan for the Borough of Sutersville and Sewickley Township dated July 2001 as set forth within Exhibit "A" attached hereto and further assures the Department of the complete and timely implementation of said Plan as required by law.

RESOLVED this 27 day of April, 2006.

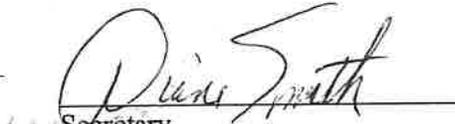
ATTEST:


Secretary


President of Council

EXAMINED AND APPROVED this 27 day of April, 2006.

ATTEST:


Secretary


Mayor

CERTIFICATION

I, Diane Smith, duly qualified Secretary of the Council of the Borough of Sutersville, Westmoreland County, Pennsylvania, do hereby certify that the foregoing and attached Resolution No. _____ of 2006 is a true and correct copy of the original Resolution No. _____ of 2006 which was duly passed and adopted by the affirmative vote of a majority of the members of the Council of the Borough of Sutersville present at a duly advertised and convened special meeting held on the 27th day of April, 2006, and that the minutes of the meeting showing how each member voted have been duly recorded in the official minutes of the Borough and the Resolution has not been amended, modified or rescinded and remains in full force and effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Borough of

Sutersville, this 27 day of April, 2006.

(SEAL)


Diane Smith
Secretary

RESOLUTION NO. 32-2006

RESOLUTION FOR PLAN REVISION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF SEWICKLEY, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA, ADOPTING AND SUBMITTING TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR ITS APPROVAL, AN ACT 537 SEWAGE FACILITIES PLAN UPDATE.

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHEREAS, the Borough of Sutersville and the Township of Sewickley, in conjunction with the Sutersville-Sewickley Municipal Sewage Authority, have prepared an Act 537 Plan Update, prepared by Gannett Fleming, Inc., bearing a transmittal date of March 23, 2006, which provides for sewage facilities in the Borough of Sutersville, built-up portions of Sewickley Township adjacent to Sutersville Borough, and the Lowber and Gratztown Areas of Sewickley Township; and

The alternative of choice to be implemented pursuant to said Plan Update is a gravity sewerage system with treatment facilities and services provided by the Elizabeth Township Sanitary Authority to serve the Plan Area above described. The key implementation activities and dates for the same include the design, permitting, financing and construction of the project.

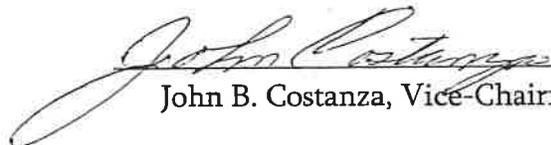
WHEREAS, the Township of Sewickley finds that the Facility Plan Update described above conforms to applicable zoning, subdivision, other municipal ordinances and plans of the Township and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Township of Sewickley hereby adopts and submits to the Pennsylvania Department of Environmental Protection its approval of the above referenced Facility Plan, a copy of which is attached hereto, marked Exhibit "A" and expressly made a part hereof, as a revision to the "Official Plan" of the municipality,. The Township hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.

THE TOWNSHIP OF SEWICKLEY

By: 
Wayne B. Jones, Chairman


John B. Costanza, Vice-Chairman

Absent _____
Robert C. Keller, Supervisor

ATTEST: (SEAL)


Lois E. Brandstetter, CGS
Secretary-Treasurer

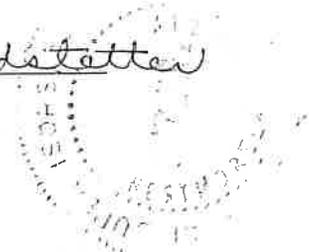
CERTIFICATION

I, Lois E. Brandstetter, duly qualified Secretary-Treasurer of the Board of Supervisors of the Township of Sewickley, Westmoreland County, Pennsylvania, do hereby certify that the foregoing Resolution No. 32-2006 is a true and correct copy of the original Resolution No. _____ duly passed and adopted by a majority vote of the Board of Supervisors of the Township of Sewickley at a duly advertised and convened special meeting held on the 27th day of April, 2006, and that the minutes of said meeting showing how each member voted have been duly recorded in the official minutes of said Township and remains in effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Township of Sewickley, this 27th day of April, 2006.

Certified to by:


Lois E. Brandstetter, CGS
Secretary-Treasurer





Pennsylvania Department of Environmental Protection

400 Waterfront Drive
Pittsburgh, PA 15222-4745
July 7, 2006

Southwest Regional Office

412-442-4000
Fax 412-442-4328

Louis Brandstetter
Sewickley Township
2288 Mars Hill Road
PO Box 28
Herminie, PA 15637-0028

Diane Smith
The Borough of Sutersville
Sutersville Municipal Center
Sutersville, PA 15083

Re: Act 537 Plan Update
Sewickley Township and
Sutersville Borough
Westmoreland County

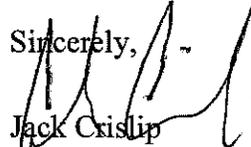
Dear Mr. Brandstetter and Ms. Smith:

The Department has completed its review of your Act 537 Plan update and hereby approves the plan and implementation schedule.

The Borough of Sutersville, Sewickley Township and the Sutersville-Sewickley Municipal Sewage Authority are now responsible for constructing the collection sewers, pump station and conveying the sewage to the Elizabeth Township Sanitary Authority for treatment. This approved Plan Update is a revision to the October 1, 2002 Plan Update for the project area.

In accordance with the provisions of the Pennsylvania Sewage Facilities Act and of Chapter 71 Administration of Sewage Facilities Act of Pennsylvania Code 25) we will hold Sewickley Township and Sutersville Borough responsible for implementing the sewage disposal program as described in said plan. The Department provides Act 537 planning assistance grants to municipalities upon completion and approval of the Act 537 Plan by the Department. Payment of the fifty percent funding grant will be contingent on a complete grant application. You are reminded that reimbursement applications must show detail costs breakdowns of tasks completed or you will place your reimbursement in jeopardy. The plan provides for sewer extension to service the areas of Sewickley Township and Sutersville Borough with conveyance of the sewage flows to the Buena Vista Sewage Treatment Plant located in Elizabeth Township. If you should have any questions please contact me at 412-442-4099.

Sincerely,


Jack Crislip
Sewage Planning Specialist Supervisor
Water Management

cc: Elizabeth Township
Elizabeth Township Sanitary Authority
Gannett Fleming

bcc: r D. Davis E. Shade J. Crislip D. Mills

JC:TF:kp

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www.dep.state.pa.us

Printed on Recycled Paper



In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix O.1

Commonwealth of Pennsylvania Department of Environmental Protection
Water Quality Management Permit No. 6504405
Permittee: Sutersville-Sewickley Municipal Sewage Authority



Pennsylvania Department of Environmental Protection

400 Waterfront Drive
Pittsburgh, PA 15222-4745

Southwest Regional Office

JUL 10 2006

412-442-4000
Fax 412-442-4328

CERTIFIED MAIL NO. 7003 2260 0000 3132 9965

Sutersville - Sewickley Municipal Sewer Authority
320 Municipal Avenue
Sutersville, PA 15083

Re: Sewage
Sutersville - Sewickley PS + SS
WQM Part II Permit No. 6504405
APS I.D. No. 536201
Sewickley Township
Westmoreland County

Dear Authority Members:

The above-referenced permit has been issued and is enclosed for your records.

You must comply with all Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and application-supporting documentation submitted with your application before starting construction.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.



Sutersville - Sewickley Municipal Sewer Authority - 2 -

If you have any questions, please call me at 412-442-4075.

Sincerely,



Dale M. Mills
Project Manager
Water Management

Enclosures

cc: PENNVEST Authority
Gannett Fleming

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

WATER QUALITY MANAGEMENT PERMIT

NO. 6504405

<p>A. PERMITTEE</p> <p>Sutersville – Sewickley Municipal Sewer Authority 320 Municipal Avenue Sutersville, PA 15083</p>	<p>B. LOCATION</p> <p>Municipality <u>Sewickley Township</u></p> <p>County <u>Westmoreland County</u></p>									
<p>C. TYPE OF FACILITY OR ESTABLISHMENT</p> <p>Pump Stations and Sanitary Sewers</p>	<p>D. NAME OF PLANT, AREA SERVED, ETC.</p> <p>Sutersville Borough and Sewickley Township</p>									
<p>E. THIS PERMIT APPROVES</p> <p>1. Plans for construction of:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Treatment Facilities</td> <td><input type="checkbox"/> Outfall or Headwall</td> <td><input type="checkbox"/> Impoundment</td> </tr> <tr> <td><input checked="" type="checkbox"/> Sewers and Appurtenances</td> <td><input type="checkbox"/> Stream Crossing</td> <td><input checked="" type="checkbox"/> Pump Station</td> </tr> <tr> <td><input type="checkbox"/> Injection Well</td> <td><input checked="" type="checkbox"/> Force Main</td> <td></td> </tr> </table> <p>2. <input type="checkbox"/> The discharge of _____ To _____</p> <p>3. <input type="checkbox"/> An Erosion and Sedimentation Control Plan. Project Area is _____ acres.</p> <p>4. <input type="checkbox"/> Preparedness, Prevention, Contingency (PPC) Plan.</p>		<input type="checkbox"/> Treatment Facilities	<input type="checkbox"/> Outfall or Headwall	<input type="checkbox"/> Impoundment	<input checked="" type="checkbox"/> Sewers and Appurtenances	<input type="checkbox"/> Stream Crossing	<input checked="" type="checkbox"/> Pump Station	<input type="checkbox"/> Injection Well	<input checked="" type="checkbox"/> Force Main	
<input type="checkbox"/> Treatment Facilities	<input type="checkbox"/> Outfall or Headwall	<input type="checkbox"/> Impoundment								
<input checked="" type="checkbox"/> Sewers and Appurtenances	<input type="checkbox"/> Stream Crossing	<input checked="" type="checkbox"/> Pump Station								
<input type="checkbox"/> Injection Well	<input checked="" type="checkbox"/> Force Main									
<p>F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS</p> <p>1. All construction, operations, procedures, and discharge shall be in accordance with the application dated <u>September 2004</u>, its supporting documentation, and amendments dated through <u>July 2006</u>. Such application, its supporting documentation and amendments are hereby made part of this permit.</p> <p>2. Conditions <u>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22</u> of the Standard Conditions Relating to Sewerage - Part II Permits dated September 2, 1983, revised June 1, 2001, and all of the Standard Conditions Relating to Erosion Control for use in Water Quality Management Permits dated August, 1991, which conditions are attached and made part of this permit.</p> <p>3. Special Conditions designated <u>A, B, C, D</u> which are attached and made part of this permit.</p>										
<p>G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS</p> <p>1. If there is a conflict between the application or its supporting documentation and amendments and the standard or special conditions, the standard or special conditions shall apply.</p> <p>2. Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.</p> <p>3. This permit is issued pursuant to the Clean Streams Law, Act of June 22, 1937, P.L. 1987 as amended, 35 P.S. §691.1 et seq., and/or the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended, 32 P.S. §693.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.</p>										
<p>H. PERMIT ISSUED</p> <p>DATE <u>JUL 1 0 2006</u></p> <p>BY <u>Stephen R. Balta</u> Stephen R. Balta Water Management Program Manager</p>										

SPECIAL CONDITIONS FOR PART II PERMIT 6504405

- A. The County Conservation District shall be notified prior to the start of earth moving associated with the construction of the herein approved project.
- B. The permittee shall comply with Chapter 102 of the Department's Rules and Regulations regarding erosion control. Chapter 102 requires, in part, that the erosion control plan be available at work sites at all times, that all upslope surface water be diverted away from the project areas, that runoff from project areas pass through facilities for removal of sediment, that all disturbed areas be stabilized as soon as possible after final grade or final earthmoving, that interim stabilization measures be implemented promptly where it is not possible to permanently stabilize a disturbed area immediately after final earthmoving or where the activity ceases for more than 20 days, that erosion and sedimentation control facilities be maintained until stabilization is completed, and that all unnecessary and unusable control measures and facilities be removed upon completion of stabilization.
- C. If the sewers and/or pump stations authorized by this permit create a public nuisance, including but not limited to malodors or environmental harm, then the Department may require the permittee to take the appropriate remedial measures to abate the nuisance or harm.
- D. Construction of the herein approved facilities shall not commence until an inter-municipal sewage service agreement between the Sutersville-Sewickley Municipal Sewer Authority and the Elizabeth Township Sanitary Authority has been finalized.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT

INTERNAL REVIEW AND RECOMMENDATIONS

Name of Applicant	<u>Sutersville – Sewickley Municipal Sewer Authority</u>	File Location	<u>Sewickley Township Westmoreland County</u>	Application Number	<u>6504405</u>
-------------------	--	---------------	---	--------------------	----------------

This permit authorizes the construction of three pump stations, 1,300 LF of 8-inch DIP force main, 12,000 LF of 4-inch PVC force main, 7,000 LF of 10-inch PVC sanitary sewer, 26,500 LF of 8-inch PVC sanitary sewer, 1,700 LF of 8-inch DIP sanitary sewer, 13,500 LF of 6-inch PVC sanitary sewer, 10 single residence grinder pumps, and appurtenances to serve Sutersville Borough and a portion of Sewickley Township.

The new sewers will discharge to the existing Elizabeth Township Sanitary Authority sewers with treatment provided at the Buena Vista STP (NPDES Permit #PA0024732).

The Sutersville Pump Station is designed for an average flow of 190,000 GPD and a peak flow of 760,000 GPD. The pump station includes a trash basket, wet well, 2 submersible variable speed pumps at 528 GPM, a valve vault, flow meter vault, emergency generator, and auto dialer alarm.

The Gratztown Pump Station is designed for an average flow of 51,000 GPD and a peak flow of 207,000 GPD. The pump station includes a trash basket, wet well, 2 submersible constant speed pumps at 144 GPM, a valve vault, flow meter vault, emergency generator, and auto dialer alarm.

The Lowber Pump Station is designed for an average flow of 39,000 GPD and a peak flow of 156,000 GPD. The pump station includes a trash basket, wet well, 2 submersible constant speed pumps at 108 GPM, a valve vault, flow meter vault, emergency generator, and auto dialer alarm.

The Act 537 - Sewage Facilities Plan Revision was approved by DEP on July 7, 2006.

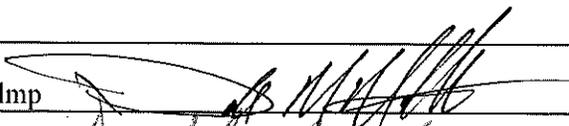
The Act 14 - PL834 Municipal Notification was provided by the August 12, 2004 letters from Gannett Fleming, Inc.

The Erosion and Sedimentation Control Plan was approved by the Westmoreland Conservation District on January 21, 2005.

The stream crossings were approved by DEP on February 15, 2005 – General Permits GP046505201, GP056505207, and GP086505202.

This project is being funded with financial assistant from PENNVEST.

RECOMMENDATION AND ACTION

Approve	Refuse	Signature	Date
<input type="checkbox"/>	<input type="checkbox"/>	REVIEWING GEOLOGIST	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REVIEWING ENGINEER /DMM/lmp 	7/7/06
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REGIONAL SECTION CHIEF 	7/7/06
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REGIONAL MANAGER 	7/7/06

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STANDARD CONDITIONS RELATING TO SEWERAGE - PART II PERMITS

Effective September 2, 1983

Revised June 1, 2001

ONE: During construction, no changes affecting any engineering design parameter shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

TWO: The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from injury by water, freezing, drying or other harmful conditions until cured.

THREE: Manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of the street wash or grit, and to provide convenient and safe means of access and maintenance.

FOUR: No stormwater from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

FIVE: The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and on-lot sewage disposal systems on the premises of occupied structures which are accessible to public sewers and require the connection of such structures to the public sewers.

SIX: The herein approved sewers shall be maintained in good condition, kept free from deposits by flushing or other proper means of cleaning, and repaired when necessary.

SEVEN: The permittee shall file with the Department of Environmental Resources "as-built" plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

EIGHT: The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to assure the proper mixing and waste assimilation an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of navigable stream, provided that the permittee has secured an easement, right-of-way, license, or lease from the Department in accordance with Section 15 of the Dam Safety and Encroachment Act, the Act of November 26, 1978, P.L. 1375, as amended.

-2-

NINE: The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

TEN: When the herein approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

ELEVEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facility will individually and collectively perform the functions for which they were designed.

TWELVE: If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise the effluent from the said works ceases to be satisfactory or the sewerage facilities shall have created a public nuisance, then upon notice by the Department, the right herein granted shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory.

THIRTEEN: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper portions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and legible character and shall provide for the thorough instruction of all employees concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

FOURTEEN: Cross connections between the potable water supply and the sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply from any part of a sewerage system are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

-3-

FIFTEEN: This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, (1965 P.L. 1535, No. 537), as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of the herein-approved facilities and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.

SIXTEEN: The permittee shall construct the sewerage facilities in a manner compatible with good conservation methods in order to minimize the adverse effect on the environment.

SEVENTEEN: The local waterways patrolman of the Pennsylvania Fish Commission shall be notified when the construction of a stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolman when explosives are to be used.

EIGHTEEN: If future operations by the Commonwealth of Pennsylvania require modifications of the stream crossing and/or outfall, or there shall be unreasonable obstruction to the free passage of loads or navigation from the stream crossing and/or outfall, permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the water-course to its former condition. No claims shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

NINETEEN: The sewage treatment plant shall be operated by an operator certified in accordance with the Sewage Treatment Plant and Waterworks Operators' Certification Act, the Act of November 18, 1968, P.L. 1217, as amended.

TWENTY: All industrial waste discharged or proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment necessary in order that the industrial waste will not adversely affect the sewerage facilities or the sewage treatment process. The permittee shall properly control any industrial waste discharge into its sewerage system by regulating the rate of such discharge, requiring necessary pretreatment, and excluding industrial waste, if necessary, to protect the integrity of the permittee's sewerage system.

TWENTY-ONE: Receipt of this permit does not relieve the permittee of its obligations to comply with all federal, interstate, state, or local laws, ordinances, and regulations applicable to the sewerage facilities authorized herein.

TWENTY-TWO: This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, title, easement, or interest in, on, to, or over any lands belonging to the Commonwealth.

August 1991

DEPARTMENT OF ENVIRONMENTAL RESOURCES
STANDARD CONDITIONS RELATING TO EROSION CONTROL
For Use in Water Quality Management Permits

1. By approval of the plans for which this permit is issued, neither the Department nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the operation of the measures and facilities to be constructed thereunder.
2. If at any time the erosion and sedimentation activities undertaken pursuant to this permit or the discharge of the effluent therefrom is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.
3. This permit does not authorize any earth disturbance controlled by an ordinance enacted by a local municipality. Additional permits must be secured from local municipalities where earthmoving activities are covered by local ordinances.
4. At least seven days before earthmoving will begin, the permittee, by telephone or certified mail, shall notify the Department or its designee of the date for beginning of construction and invite the County Conservation District Representative to attend a pre-construction conference with the contractor. The permittee shall have his erosion control plan available at the site of the activity at all times.
5. All earthmoving activities shall be undertaken in the manner set forth in the erosion and sedimentation control plan identified with this permit. Revisions to the plan shall be pre-approved by the Department.
6. The erosion control measures and facilities shall be constructed under the supervision and competent inspection of an individual trained and experienced in erosion control, and in accordance with plans, designs and other data as herein approved or amended, and with the conditions of this permit. Control facilities shall be frequently inspected to insure effective control.
7. When the herein approved erosion control measures and facilities are completed, the permittee shall notify the County Conservation District so that an inspection of the measures and facilities may be made.
8. No storm water, sewage or industrial wastes not specifically approved herein, shall be admitted to the erosion and sedimentation measures and facilities for which this permit is issued, unless with the approval of the Department.

-2-

9. Sediment shall at no time be permitted to accumulate in sedimentation basins to a depth sufficient to limit storage capacity or interfere with the settling efficiency thereof. The sediment removed shall be handled and disposed of in a manner that will not create pollution problems and so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
10. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.
11. Upon completion of the project, all areas which were disturbed by the project shall be stabilized so that accelerated erosion will be prevented. Any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.
12. The responsibility of carrying out the permit conditions shall rest with the owner, lessee, assignee or other responsible manager of earthmoving that affects the approved erosion controls. Such responsibility passes with each control succession.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix O.2

License Agreement (Commercial): GP056506222 between the
Commonwealth of Pennsylvania Department of Environmental Protection and
Sutersville-Sewickley Municipal Sewage Authority

7-K-270D

LICENSE AGREEMENT (Commercial)

DEP File No. GP056506222

THIS AGREEMENT made this 19th day of June, 20 06,
between the Commonwealth of Pennsylvania Department of Environmental Protection,
hereinafter referred to as "Department", and

- A. _____, a corporation
incorporated under the laws of the State of _____;
or
- B. _____, a partnership;
or
- C. _____, an individual;
or
- D. Sutersville-Sewickley Municipal Sewage Authority, (other);

with its principal place of business at 320 Municipal Avenue, Sutersville, PA 15083
_____, hereinafter referred to as "Licensee".

WHEREAS, Department is authorized by the Act of November 26, 1978 (P.L. 1375, No. 325), as amended, to grant, with the approval of the Governor, licenses to occupy submerged lands of the Commonwealth on such terms and conditions as the Department shall prescribe, for the purposes set forth in said Act;

WHEREAS, Department is also authorized by said Act 325, as amended, to issue permits for the construction, operation, maintenance, modification, enlargement or abandonment of dams, water obstructions and encroachments; prior permits issued in compliance with the Act of June 8, 1907 (P.L. 496, No. 322) and the Act of June 25, 1913 (P.L. 555, No. 355) being deemed to comply with the requirements of said Act 325, as amended, and any and all said permits being the only permits referred to hereinafter;

WHEREAS, Licensee has the right to occupy riparian land abutting the _____

Youghiogheny River (Stream) in Sutersville Borough and

Elizabeth Township (Municipality), Westmoreland and Allegheny County,

Pennsylvania;

WHEREAS, Licensee's business on said riparian land requires a license to occupy submerged lands of the Commonwealth in the bed of said Stream below normal pool elevation or low water mark, as the case may be, adjacent to said riparian land in order to construct, repair, replace, operate, maintain and remove force main

and other necessary encroachments and obstructions associated with its business, in accordance with the approved plans and specifications contained in Permit Application No. GP056506222 and in any prior or future permit(s) for dams, water obstructions and encroachments within the premises licensed herein, referred to hereinafter as "Licensee's facilities"; and

WHEREAS, Licensee's facilities are for the purpose of (check as appropriate):

- improving navigation or public transportation;
- recreation, fishing or other public trust purposes;
- protecting public safety or the environment;
- providing water supply, energy production or waste treatment;
- other activities which require access to water;

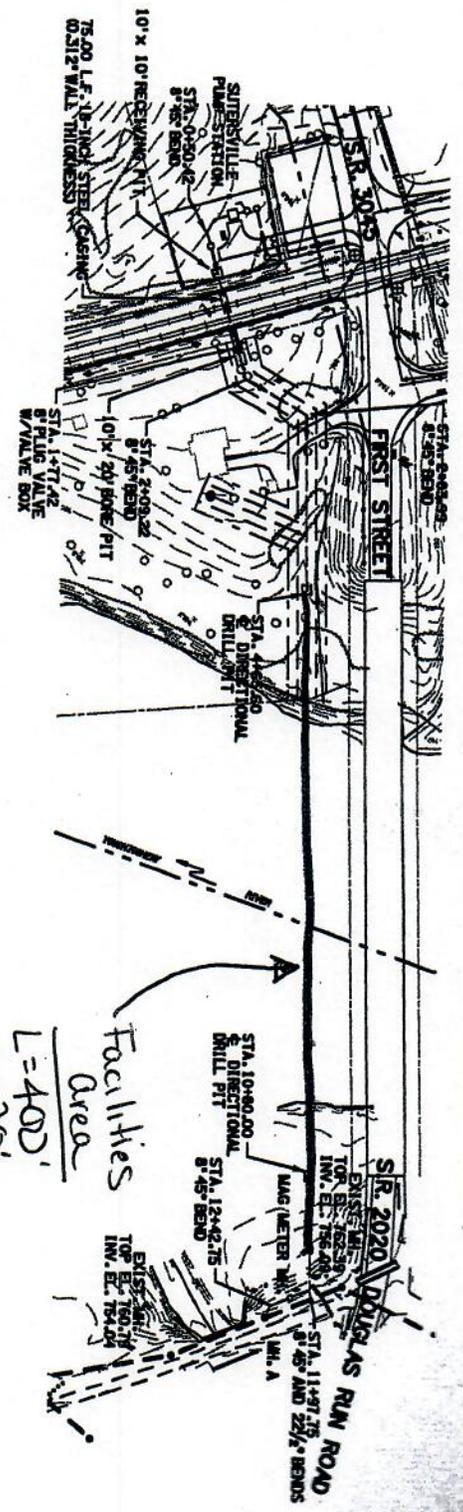
NOW, THEREFORE, Department, in consideration of the foregoing, and the payments of Licensee of monies as hereinafter written, and the agreements, undertakings and conditions hereinafter contained, hereby grants to Licensee a license to occupy submerged lands of the Commonwealth adjacent to Licensee's riparian land for the purpose(s) set forth in paragraph(s) A below, in accordance with the approved plans and specifications contained in Permit Application No. GP056506222 and in any prior or future permit(s) for dams, water obstructions and encroachments within the premises licensed herein:

A. To construct, repair, replace, operate, maintain and remove Licensee's facilities within premises referred to herein as the "Facilities Area", occupying approximately 0.2 acres (to the nearest tenth of an acre) of submerged land owned by the Commonwealth in the aforesaid Stream, Municipality and County, the location of which Facilities Area is:

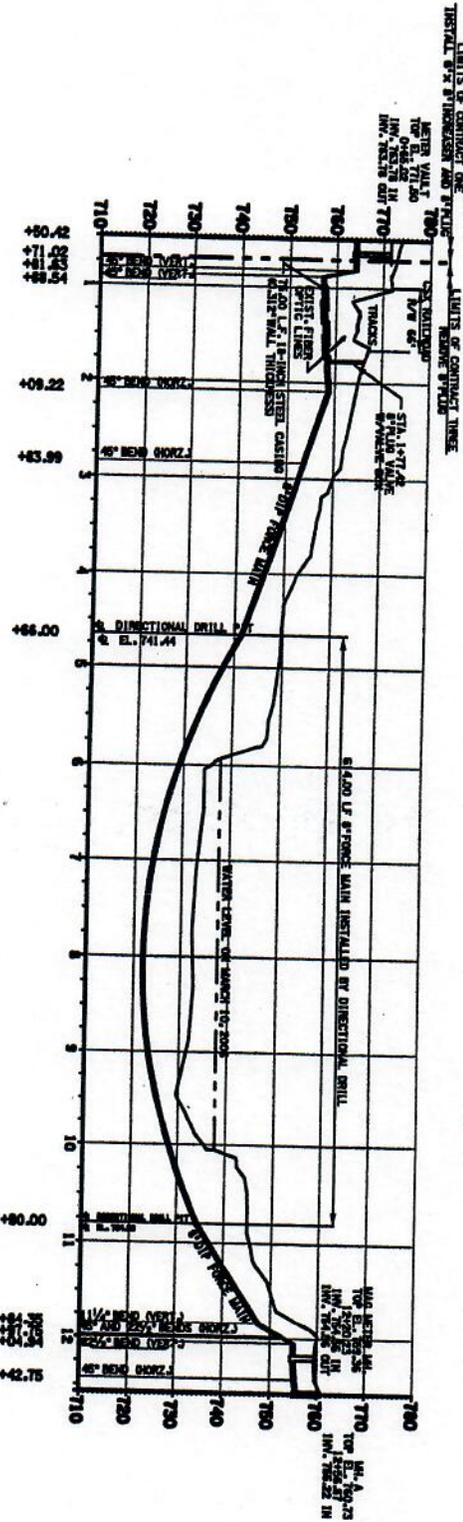
shown as the "Facilities Area" on the map or plan attached hereto and made a part hereof; or

described by metes and bounds as attached hereto and made a part hereof.

FILE: H:\CLIENTS\Shaw\1144185\2006\Drawn\Corp Eng\Corp01.dwg
DATE: 03-29-2006 10:40



Facilities Area
 $L = 400'$
 $W = 20'$
 $A = 8000sf = 0.2AC$



SUTERSVILLE-SEWICKLEY MUNICIPAL SEWAGE AUTHORITY
 WESTMORELAND COUNTY, PENNSYLVANIA

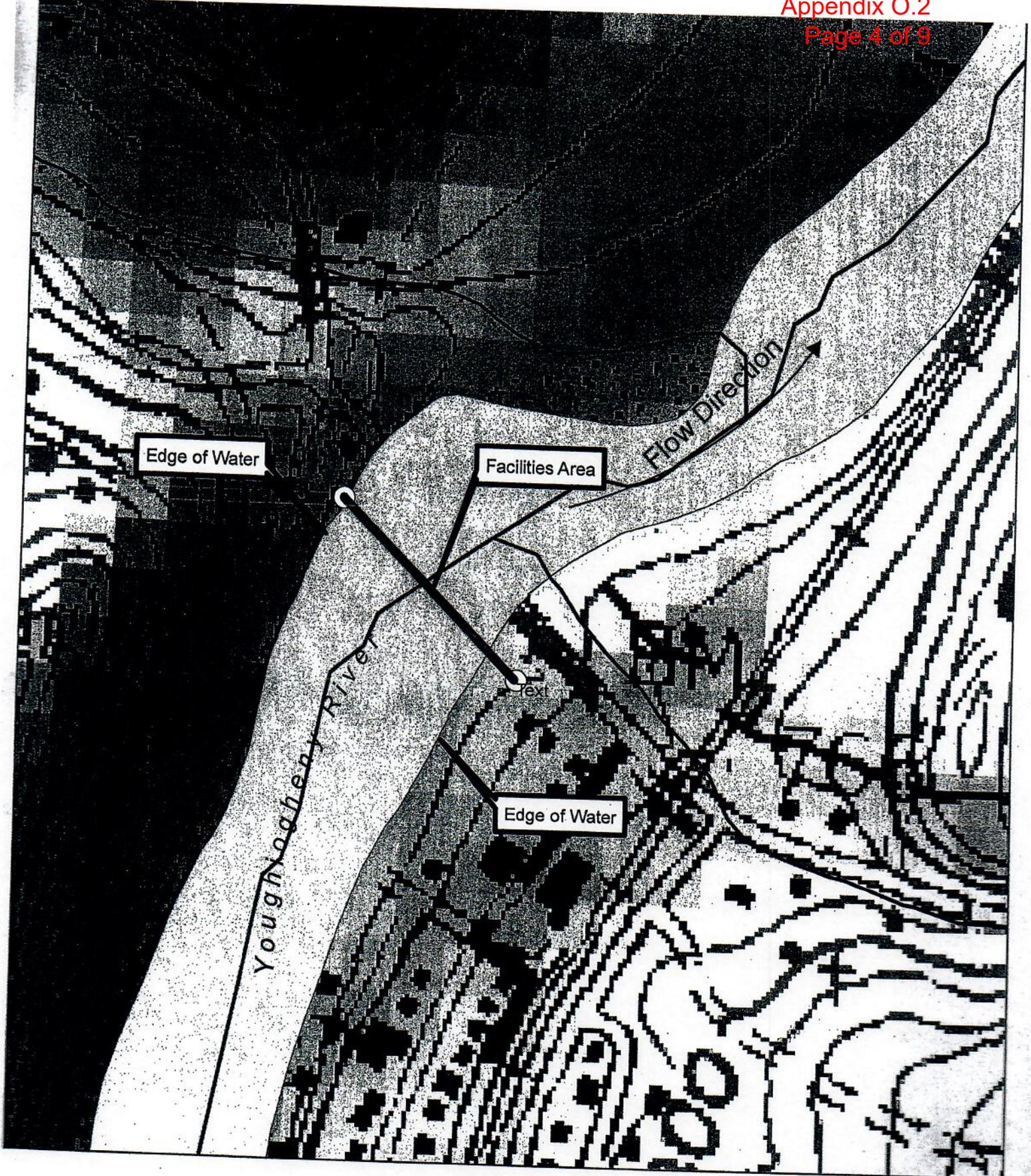
RIVER CROSSING

SCALE: 1" = 200'

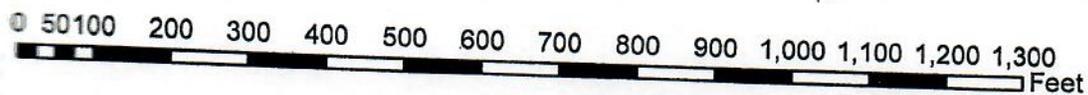


DATE: MARCH 29, 2006

GPO56506222



GP056506222



B. To occupy for the mooring of vessels at Licensee's facilities, within premises, referred to herein as the "Mooring Area", occupying approximately _____ acres (to the nearest tenth of an acre) of submerged land owned by the Commonwealth in the aforesaid Stream, Municipality and County, the location of which Mooring Area is:

_____ shown as the "Mooring Area" on the map or plan attached hereto and made a part hereof; or

_____ described by metes and bounds as attached hereto and made a part hereof.

The total Facilities Area and Mooring Area being referred to herein as "Licensed Premises";

C. To dredge for construction and normal operation and maintenance within the Licensed Premises; provided that this license grants no right to dredge, excavate, remove and carry away any merchantable sand, gravel or other minerals, such activities being subject to the payment of a royalty pursuant to Sections 468(d) and 1908-A(3) of the Administrative Code of 1929, as amended.

In consideration whereof, and intending to be legally bound hereby, Licensee agrees as follows:

1. The current schedule of annual fees for Licensed Premises is as follows:
 - a. An annual fee of fifty (\$50.00) per tenth of an acre for premises licensed as "Facilities Area", and ten dollars (\$10.00) per tenth of an acre for premises licensed as "Mooring Area", with a minimum annual fee for Licensed Premises of two hundred fifty dollars (\$250.00).

Therefore, Licensee, upon the execution of this Agreement, shall pay to the Commonwealth the sum of _____ N/A _____ dollars (\$ _____ N/A _____). The annual fees imposed herein may be revised upon notice from the Department to the Licensee consistent with applicable law. However, until notified otherwise, Licensee shall pay to the Commonwealth the sum of _____ N/A _____ dollars (\$ _____ N/A _____) by the first day of _____ N/A _____, _____, and so on by each succeeding first day of _____ N/A _____. The annual fees shall be payable to the Commonwealth at Department's offices in Harrisburg.

2. In the event a substantial portion of any of Licensee's facilities shall be permanently discontinued or abandoned by Licensee or any of Licensee's permits issued under or complying with Act 325, as amended, or Licensee's facilities be terminated, then this Agreement, at the option of Licensee or Department shall be modified to reflect the changed conditions. Modification may include termination where the use of Licensee's facilities is essentially permanently discontinued or abandoned by Licensee or where essentially all of Licensee's

permits issued under or complying with Act 325, as amended, for Licensee's facilities be terminated.

3. Department, in addition to all other rights of termination it may have as set forth herein or generally for breach of any of the conditions, promises, agreements and undertakings by Licensee, shall also have the right to terminate this Agreement upon six (6) months written notice, whenever the Department reasonably believes that the license has become derogatory or inimical to the public interest, fails to serve the best interests of the Commonwealth or hinders a higher public use of the Licensed Premises. Such written notice shall specify the basis for the proposed termination. Termination shall become effective six (6) months after date of notice unless Licensee, within thirty (30) days after such notice, shall request in writing a hearing on the termination issue. In such hearing, due regard shall be given also to the interests of the public as served by Licensee's facilities.

If the Department, following such hearing, determines that the license has become derogatory or inimical to the public interest or fails to serve the best interests of the Commonwealth, or hinders a higher public use of Licensed Premises, then such determination and supporting facts therefor shall be mailed to Licensee. Within thirty (30) days after such determination is mailed, Licensee may appeal therefrom to the appropriate court. Termination shall be effective when the last appeal is finally heard and determined.

4. Licensee shall have the right to terminate this Agreement at any time by written notice to the Secretary of Department.

5. Should termination of this Agreement occur as of a date not falling on the first day of N/A, then the annual fee payable in advance for the remaining period or the sum refundable, as the case may be, shall be prorated in the ratio that the remaining period from the first day of N/A, bears to a year.

6. If this Agreement is terminated by operation of this Agreement or by the Department, such termination shall be confirmed by letter from the Secretary of the Department or his designee to the Licensee at the address shown above, or if termination is by Licensee, by letter from Licensee to the Secretary of the Department, at his office in Harrisburg, Pennsylvania. The letter of termination shall be acknowledged and, if this Agreement is recorded, shall likewise be recorded in the County in which this Agreement is recorded.

7. This Agreement does not supersede or waive the provisions of any Federal or Commonwealth statute, regulation or permit relevant to Licensee's operation or maintenance of its facilities. Licensee, its successors and assigns, shall at all times during the existence of this Agreement comply with all statutes, regulations and permits relevant thereto.

8. Licensee shall at all times save harmless and defend the Commonwealth, its officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by the use of Licensed Premises by Licensee, and shall compensate the Commonwealth for any damage to it at any time resulting from the use

of Licensed Premises by Licensee; provided, however, that this paragraph shall not apply to or affect any claims, demands, suits or actions by or on behalf of officers, employees, servants or agents of the Commonwealth, or their dependents, based upon workmen's compensation or similar statutory benefits. The Department shall, at Licensee's expense, provide Licensee with such assistance as Licensee may reasonably request in writing in the defense of any claim, demand, suit or action which Licensee assumes hereunder.

9. Should Licensee default in the performance of any of the provisions of this Agreement, and such default continue or remain uncured, unsettled, unappealed or unstayed by a court of competent jurisdiction for sixty (60) days after receipt by Licensee of written notice from Department of such default, then this license shall terminate and be of no further effect; provided, however, that if Licensee has commenced substantially to cure said default within the sixty (60) day period and diligently continues such action to completion, this shall not be an event of default and Department may not terminate this license.

10. In the event this license terminates or is terminated by reason of any provision of this Agreement, or for any other reason, Licensee shall at its cost remove Licensee's facilities from Licensed Premises within such time and in such manner as Department may reasonably direct. Should Licensee fail to remove all Licensee's facilities from Licensed Premises within one (1) year after notice by Department to do so, Department may remove the same, and Licensee shall pay the costs of such removal. Notwithstanding anything to the contrary herein, Licensee shall have a period of one (1) year from the date of effective termination of the license within which to remove its facilities from Licensed Premises.

11. Licensee shall at all times perform under this Agreement in such manner as to minimize or prevent polluting the environment. Licensee shall be liable and responsible to the Commonwealth as provided by law for any pollution or other damage to any portion of the environment in or adjacent to Licensed Premises which occurs as a result or consequence of Licensee's occupation and use thereof, irrespective of whether or not such pollution or damage be due to negligence or in the inherent nature of Licensee's operations, unless the pollution or damage is the proximate result or consequence of an independent intervening cause or of force majeure. The burden of proving such independent intervening cause or force majeure shall be on Licensee. Any action for civil damages on account of such pollution brought by Department against Licensee shall not bar Department from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth. It is understood and agreed that it is not the intention herein to impose any greater duty upon Licensee than is otherwise provided by statutory and Common law.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns, but shall not be assignable or transferable by Licensee without the prior written approval of the Department, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SIGNATURES

ATTEST:

Karen M. Beyerle

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Kenneth F. Mann

CHIEF
DIVISION OF WATERWAYS, WETLANDS AND
STORMWATER MANAGEMENT
BUREAU OF WATERSHED MANAGEMENT

Sutersville-Sewickley Municipal
Sewage Authority

Licensee's Business Name

16-1640296

Licensee's Federal ID/Social Security No.

(When Licensee is a ~~corporation~~ government agency):

ATTEST:



J. W. Ringbloom

Secretary/Treasurer
J. W. Ringbloom, Secretary

By John P. Goodrum

~~President/Vice President~~
John P. Goodrum, Chairman

(Corporate Seal)

(When Licensee is a partnership):

Witness

By _____
Partner's Signature

(When Licensee is an individual):

Witness

By _____
Licensee's Signature

APPROVED:

Edmund G. Rendell

By _____
Governor, Commonwealth of Pennsylvania

Approved as to legality and form:

Amy M. Elia

Office of Attorney General

Susan Shinkman

Chief/Assistant Counsel
Department of Environmental Protection

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Sutersville-Sewickley Municipal Sewage Authority's assets, properties and rights related to its sanitary sewage collection and conveyance system to Pennsylvania-American Water Company; and (2) the right of Pennsylvania-American Water Company to begin to offer and furnish wastewater service to the public in the Borough of Sutersville and in portions of Sewickley Township, Westmoreland County, Pennsylvania

Appendix P

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses

Appendix P

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses of New Service Area
Year 1
(Dollars in thousands)

Operating Revenues	\$	579
Operating Expenses		
Operation and Maintenance		522
Depreciation and Amortization		88
General Taxes and Other		5
Total Operating Expenses		<u>615</u>
Operating income		(36)
Other Income/(Expenses)		
Other Income/(Expense), Net		-
Interest Expense, Net		(73)
Total Other Expenses		<u>(73)</u>
Income Before Income Taxes		(109)
Provision for Income Taxes		(26)
Net Income	\$	<u><u>(83)</u></u>

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American :
Water Company under Section 1102(a) of the :
Pennsylvania Public Utility Code, 66 Pa. C.S. :
§ 1102(a), for approval of (1) the transfer, by :
sale, of substantially all of the Sutersville- :
Sewickley Municipal Sewage Authority's :
assets, properties and rights related to its :
sanitary sewage collection and conveyance :
system to Pennsylvania-American Water :
Company; and (2) the right of Pennsylvania- :
American Water Company to begin to offer :
and furnish wastewater service to the public in :
the Borough of Sutersville and in portions of :
Sewickley Township, Westmoreland County, :
Pennsylvania :
Docket Nos. A-2025-_____

VERIFICATION

I, Michael J. Guntrum, hereby state that the facts set forth in the foregoing Application, and accompanying 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).

Date: July 29, 2025



Michael J. Guntrum, P.E.
Senior Project Engineer Business Development
Pennsylvania-American Water Company

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American :
Water Company under Section 1102(a) of the :
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sanitary sewage collection and conveyance :
system to Pennsylvania-American Water :
Company; and (2) the right of Pennsylvania- :
American Water Company to begin to offer and :
furnish wastewater service to the public in the :
Borough of Sutersville and in portions of :
Sewickley Township, Westmoreland County, :
Pennsylvania :

Docket No. A-2025-_____

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Pennsylvania-American Water Company's Application to Acquire the Sutersville-Sewickley Municipal Sewage Authority's sanitary sewage collection and conveyance system, 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:

Darryl A. Lawrence
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)

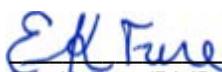
NazAarah Sabree
Small Business Advocate
PA Office of Small Business Advocate
555 Walnut Street, 1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail - ra-sba@pa.gov)

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)

PA Department of Environmental Protection
Headquarters
Attn.: Jessica Shirley, Secretary
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17101
(via USPS First-Class Mail)

PA Department of Environmental Protection
Southwest Regional Office
Attn.: Eric Gustafson, Regional Director
400 Waterfront Drive
Pittsburgh, PA 15222
(via USPS First-Class Mail)

Dated: July 29, 2025



Erin K. Fure (PA ID #312245)
Director, Corporate Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
Office: (717) 550-1556
erin.fure@amwater.com