

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of East Coventry Township
66 Pa. C.S. §1329**

Application Filing Checklist – Water/Wastewater

Docket No. A-2025-3053487

7. State the total fees paid to the utility valuation experts for providing the completed appraisals for the acquisition and provide documentation, i.e., the valuation service agreement and all associated invoices, supporting the subject fee amounts.

RESPONSE: The valuation service agreements and fees paid to Jerome C. Weinert, P.E., Principal and Director for Weinert Approval and Depreciation Services, LLC (“WAD”) on behalf of PAWC and Harold Walker, III, Manager of Financial Studies of Gannett Fleming Valuation and Rate Consultants, LLC (“Gannett Fleming”) on behalf of East Coventry are reflected in **Appendix A-7.1** (WAD) and **Appendix A-7.2** (Gannett Fleming). WADS’s fees paid to date are \$29,150.00. Gannett Fleming’s fees paid to date are \$24,595.00.

Agreement to Provide Valuation Consulting Services
Between

WAD Consultants

And

Pennsylvania America Water Company

For the Appraisal of the

East Coventry Township – Sewer System

Agreement for Valuation Consulting Services

This Agreement for Valuation Consulting Services (“Agreement”) is by and between Weinert Appraisal & Depreciation Services, LLC (WAD Consultants, a Wisconsin limited liability company (“Supplier”) and Pennsylvania-American Water Company, a Pennsylvania corporation (“PA-American”) and is entered into as of February 13, 2023. In consideration of the covenants hereinafter contained, and intending to be legally bound, the Parties hereto agree to as follows:

Section 1. Description of Services:

Supplier is being engaged to act as a Utility Valuation Expert, as such term is defined in Pennsylvania Act 12 of 2016, amending Chapter 13 of the Pennsylvania Public Utility Code and the First and Second Implementation Orders entered by the Public Utility Commission at Docket No. M-2016-2543193 (collectively, “Act 12”). Supplier is being engaged with respect to the proposed acquisition by PA-American of the water system assets currently owned by East Coventry Township. Upon the issuance of a notice to proceed by PA-American for each appraisal phase, Supplier shall prepare and produce the following appraisals and/or studies suitable for the Project, including if requested (collectively, the “Services”):

1. An Appraisal (Valuation study) consistent with the 2020-2021 Uniform Standards of Appraisal Practices (USPAP) as of the date requested by PA-American and consistent with the requirements of Act 12.
2. If applicable, provide expert witness testimony and documentation for the Valuation studies as required by Act 12.
3. If requested by PA-American, updates to the Valuation studies as of the date requested by PA-American.
4. Provide the documentation required by Act 12 with respect to the Services and the fees charged by Supplier pursuant to this Agreement.
5. If requested by PA-American, perform such other services as are consistent with Supplier’s engagement as a Utility Valuation Expert.

Section 2. Duration:

Unless amended, the Project subject to this Agreement is anticipated to be approximately two years in duration and will be performed for the period beginning upon the issuance of a notice to proceed by PA-American and continuing through February 13, 2025. Supplier acknowledges and agrees that it shall not and shall have no obligation to provide the Services until such time as PA-American has issued a notice to proceed. To the extent Act 12 imposes any requirements with respect to the timing for the completion of the Services, the commencement date for such Services shall not be deemed to be any earlier than the date PA-American issues the notice to proceed.

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Section 3. Effective & Expiration Dates:

This Agreement shall be effective as of the date set forth in the first paragraph hereof (“Effective Date”) and shall continue until the earlier to completion on the Project or February 13, 2025 (“Expiration Date”) unless earlier terminated as set forth in this Agreement.

Section 4. Personnel to Perform the Services:

Jerome C. Weinert, Principal and Director, shall be in charge of the Services on behalf of Supplier. Supplier shall call upon additional experienced professional staff as required. In the event that this Project or Agreement should not continue for any reason or should PA-American replace the need for Supplier, PA-American shall give notice as soon as feasibly possible for Supplier to re-deploy their resources elsewhere without any penalty to PA-American.

Both parties recognize the importance of maintaining a continuity of Supplier’s personnel on this Project. Supplier agrees that any of its employees, staff, professionals, experts, partners, and/or other personnel: (a) identified as the “Project Team” identified in Section 6 of this Agreement, and/or (b) assigned to this Project subsequent to the execution of this Agreement, shall continue to be staffed on this Project throughout the entire length of time Project Services are provided under this Agreement. Further, said personnel shall be used in the same capacities in which they are initially intended as of the execution date of this Agreement, or as of the date they are assigned to the Project subsequent to execution date of this Agreement, so long as they continue to be employed by Supplier, or so long as PA-American continues to desire their services.

Should Supplier terminate its relationship and/or employment with said personnel, or if said personnel terminates the relationship with Supplier and/or resigns from employment with Supplier, to the extent that Supplier, for any reason, enters into non-compete or similar agreement(s) and/or arrangement (s) with any of its employees, staff, professionals, experts, partners, and/or other personnel, Supplier agrees to immediately release said personnel from non-compete or similar agreement(s) and/or arrangement(s) with respect to being able to work for PA-American in any capacity PA-American sees fit.

Should any or all of Suppliers employees, staff, professionals, experts, partners, and/or other personnel staffed on this Project leave the employ of Supplier during the terms of this Agreement, Supplier agrees to immediately notify PA-American and suggest alternative personnel to be staffed on the Project. In no event shall any Supplier employee, staff, professional, expert, partner, and/or other personnel be assigned to this Project (whether identified in this Section 4, or identified elsewhere subsequent to the execution of this Agreement) without the express written permission and approval by PA-American. Further, PA-American reserves the right to terminate the Services of any of Supplier employee, staff, professional, expert, partner, and/or other personnel working on this Project at any time, and for any reason, without penalty.

Section 5. Location:

Supplier’s (WAD Consultants’) offices in Greendale, Wisconsin.

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Section 6. Prices:

Supplier fees for the Services are as follows:

Appraisal Activity	Preliminary Appraisal	Appraisal completion to a Section 1329 Compliant Appraisal	Total Appraisal	Expenses (not to exceed)
	Fees	Fees	Fees	Expense
Appraisal	10,000	16,000	26,000	3,200
Initial Appraisal				
Pre-filed Direct testimony related to the above-described Valuation studies		3,000	3,000	250

Valuation Activity performed by WAD Consultants staff following the filing of the PUC Application	Hourly Rates plus expenses
Jerome C. Weinert	\$250
Elizabeth A. Weinert	150

The expenses in the above tables are for travel and living, report production and shipping.

Supplier recognizes that its fees for the Project are subject to disclosure pursuant to Act 12 and so that Pa-American can include such fees as part of the transaction and closing costs associated with the proposed acquisition of the Project. Supplier further recognizes that its fees shall not exceed five percent (5%) of the fair market value of the assets to be acquired as part of the Project unless such fees are approved by the Pennsylvania Public Utility Commission ("PUC"). Supplier agrees that its fees shall comply with the requirements of Act 12.

Section 7. Payment:

Payment all undisputed amounts shall be made within 60 days upon PA-American being invoiced each month for all work completed during the prior month, or partial payment upon being invoiced should this appraisal engagement be suspended.

All payment terms are Net 60.

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Section 8. Non-Disclosure:

A. The Parties agree as follows:

1. In connection with the Project, PA-American may find it beneficial to disclose to Supplier certain confidential or proprietary information in written, oral or other tangible or intangible forms, which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or business information (individually and collectively, "Information"). All Information which is disclosed by PA-American to Supplier, whether provided in tangible or intangible form, including, but not limited to, electronic mail or other electronic communications, shall be deemed to be confidential or proprietary. Further, if Information is provided orally, including Information conveyed to an answering machine, voice mail box or similar medium, it shall too be deemed to be confidential or proprietary.
2. Supplier shall:
 - a. Hold such Information in confidence with the same degree of care with which Supplier protects its own confidential or proprietary Information, but no less than reasonably prudent care;
 - b. Restrict disclosure of the Information solely to its employees, contractors and agents with a need to know such Information, advise those persons of their obligations hereunder with respect to such Information, and assure that such persons are bound by obligations of confidentiality no less stringent than those imposed in this Agreement;
 - c. Use the Information only as needed for the purposes of the Project;
 - d. Except for the purposes of the Project, not copy, distribute, or otherwise use such Information or knowingly allow anyone else to copy, distribute, or otherwise use such Information; any and all copies shall bear the same notices or legends, if any, as the originals; and,
 - e. Upon request, promptly return to PA-American all Information that is in tangible form; as to Information that was disclosed or is stored in intangible form, including, but not limited to electronic mail or other electronic communications, upon request by the PA-American, Supplier shall certify in writing within five (5) business days to PA-American that all such Information has been destroyed or, if the Information was recorded on an erasable storage medium, that Supplier has used reasonable efforts to erase all such Intangible Information.
3. Except for customer Information, Supplier shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was already known to the Supplier free of any obligation to keep it confidential at the time of its disclosure by PA-American as evidenced by Supplier's written records prepared prior to such disclosure; or
 - b. is or becomes publicly known through no wrongful act of Supplier; or

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- c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to PA-American with respect to such Information; or
 - d. is independently developed by an employee, contractor or agent of Supplier or a third party not associated with the Project and who did not have any direct or indirect access to the Information, as evidenced by the Supplier's written records; or
 - e. is approved for release by written authorization by PA-American; or,
 - f. it is required to disclose pursuant to a written request or demand of a duly empowered government agency or a court of competent jurisdiction, provided due notice and an adequate opportunity to intervene is given to PA-American, unless such notice is prohibited by such written request or demand, in which case, the Supplier shall disclose only such Information as is required and shall use reasonable efforts to obtain confidential treatment for any Information that is so disclosed.
4. Any Information relating to the Project that is disclosed by PA-American to Supplier shall remain confidential for five (5) years from the date of termination of the Agreement. Notwithstanding anything to the contrary herein, Customer Information shall remain confidential indefinitely and shall never be disclosed or used without the prior written approval of an authorized representative of PA-American. "Customer Information" includes, but is not limited to, customer name, address, phone number, information concerning a customer's calling patterns, unlisted customer numbers, any other information associated with a customer or with persons in the household of a customer, and any information available to PA-American and/or its suppliers by virtue of PA-American's relationship with its customers as a provider of telecommunications, Internet, information or other services, including, but not limited to, the quantity, technical configuration, location, type, destination, amount of use of telecommunications or other services subscribed to, and information contained on the telephone bills of PA-American's customers pertaining to telephone exchange service, telephone toll service or other services received by a customer of PA-American.
 5. Any disclosed Information by PA-American shall be deemed the property of PA-American, who shall retain exclusively rights to such Information. Nothing contained in this Agreement shall be construed as granting or conferring any patent, copyright, trademark or other proprietary rights by license or otherwise in any such Information to Supplier, except for the right to use such Information in accordance with this Agreement.
 6. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PA-AMERICAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT.
 7. In the event Supplier discloses, disseminates, or releases any confidential or proprietary Information received from PA-American, except as expressly permitted herein, such disclosure, dissemination, or release shall be deemed a material breach of this Agreement.

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This Agreement and information contained therein is not for use or disclosure outside of PA-AMERICAN, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting parties or as may be required by applicable law or regulation.

In the event of such breach, PA-American may demand prompt return of all confidential and proprietary Information previously provided to Supplier and terminate this Agreement. The provisions of this Section are in addition to any other legal rights or remedies PA-American may have in law or in equity.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, irrespective of its choice of law principles. Both Parties agree to comply with all laws, including, but not limited to, laws and regulations regarding the export of information outside the United States. Supplier shall not knowingly transmit, directly or indirectly, in whole or in part, any Information of PA-American or export, directly or indirectly, any product or Information in contravention of the laws of the United States or the laws of any other country governing the aforesaid activities. Supplier shall not transfer any Information received hereunder or any product made using such Information to any country prohibited from receiving such data or product by the U.S. Department of Commerce Export Administration Regulations without first obtaining a valid export license. In the event Supplier violates the foregoing, Supplier shall defend, indemnify, and hold harmless PA-American from and against any claim, loss, liability, expense or damage including fines or legal fees, incurred PA-American with respect to the export or re-export activities contrary to the foregoing. Notwithstanding any other provision of this Agreement, this Section shall survive any termination or expiration of this Agreement.

Section 9. Ownership of Paid-For Development, Use and Reservation of Rights:

PA-American shall be the exclusive owner of all right, title, and interest in and to all Paid-For Development (defined below), including, without limitation, all Intellectual Property Rights therein and thereto. Supplier shall assign or have assigned to PA-American and hereby assigns to PA-American all Intellectual Property Rights in and to the Paid-For Development. "Paid-For Development" shall mean any and all Items to the extent produced or developed by or on behalf of Supplier or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any deliverable, pursuant to this Agreement (including, without limitation under any statement of work, exhibit, order or other document under, subordinate to, or referencing this Agreement or the Project) (collectively "Agreements") for the development of which PA-American has been charged monies in one or more of the Agreements ("Development Fees"). Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials ("Enhancements") that otherwise fall within the definition of Paid-For Development ("Paid-For Enhancements"). PA-American's ownership of Paid-For Enhancements shall be subject to Supplier's underlying rights and ownership in Supplier's Excluded Materials.

"Items" shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or documentation in preliminary or final form, and all Intellectual Property rights in or to any of the foregoing.

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“Excluded Materials” shall mean: i) Supplier’s Pre-Existing Materials; ii) Supplier’s Independently Developed Materials; and iii) Supplier’s Mere Reconfigurations.

“Supplier’s Pre-Existing Materials” shall mean those Items owned by Supplier to the extent and in the form that they both existed prior to the date Supplier began any work under this Agreement and were created without any use of any PA-American Items. Supplier’s Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.

“Supplier’s Independently Developed Materials” shall mean those Items that have been developed by Supplier, or on Supplier’s behalf, both i) without use of any PA-American Items; and ii) independently of any work performed under any Agreements.

“Supplier’s Mere Reconfigurations” means those specific reconfigurations of Supplier’s pre-existing software performed by Supplier, or on Supplier’s behalf, but only to the extent that such reconfiguration is an alteration to such software which is strictly required to permit Supplier’s software to function on PA-American’s network or service platform. In no event shall Supplier’s Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Supplier’s Pre-Existing Materials and that add any features, functionality, or capabilities.

“Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including but not limited to performance and synchronization rights), or other intellectual property rights, protected under the laws of any governmental authority having jurisdiction.

Section 10. Right to Terminate:

PA-American has the right to terminate this Agreement, in its entirety or any portion thereof, at any time without penalty. Should PA-American terminate this Agreement at any time, Supplier shall be entitled to keep and collect all fees billed to PA-American prior to the termination date which are not the subject of a dispute between the parties. Further, Supplier shall be entitled to charge, and PA-American agrees to pay for all properly performed Services as of the termination date in accordance with the rates set forth in Section 6 or, in the case of a fixed fee, a prorata share of the monthly billing during the month in which the Agreement was terminated. Said prorata share shall be calculated by dividing the total number of days worked by Supplier during the month in which the Agreement is terminated, by the total number of calendar days in the month in which the Agreement was terminated.

Section 11. Mutual Limitation of Liability:

Appraiser and Client agree that the following mutual limitation of liability is agreed to in consideration of the fees to be charged and the nature of Appraiser’s services under this Agreement. Except as set forth below, Appraiser and Client agree that to the fullest extent permitted by applicable law, each party’s and its Personnel’s maximum aggregate and joint liability to the other party for claims and causes of action relating to this Agreement shall be limited to the higher of

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[\$50,000] or the total fees and costs charged by Appraiser for the services provided pursuant to this Agreement. Except as set forth below, this limitation of liability extends to all types of claims or causes of action, whether in breach of contract or tort, including without limitation claims/causes of action for negligence, professional negligence or negligent misrepresentation on the part of either party or its Personnel, but excluding claims/causes of action for grossly negligent conduct, intentionally fraudulent conduct, criminal conduct, intentionally caused injury or claims for indemnification. The Personnel of each party are intended third-party beneficiaries of this limitation of liability. "Personnel," as used in this paragraph, means the respective party's staff, employees, members, partners and shareholders, acting within the scope of their employment. Appraiser and Client agree that they each have been free to negotiate different terms than stated above or contract with other parties.

Section 12. Invoices/Billing Information:

The Supplier agrees to submit invoices in paper and or electronic form with appropriate references to the PA-American Point of Contact identified in Section 13.

Section 13. Project Manager/Point of Contact/Legal Counsel:

The project manager and/or point of contact of Supplier shall be:

Jerome C. Weinert
Principal
WAD Consultants
5880 Fenton Court
Greendale, Wisconsin 53129
E-Mail: weinertj@auswest.net
414-698-8371 (office)
414-529-5750 (fax)

The point of contact for PA-American shall be:

Scott D. Fogelsanger, Senior Business - Development Manager
Pennsylvania-American Water Company
852 Wesley Drive,
Mechanicsburg, PA 17055
717-550-1509 (office)
717-875-2282 (cell)
Email: Scott.Fogelsanger@amwater.com

The Legal Counsel contact for PA-American shall be:

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Andrew L. Swope, Vice President, General Counsel
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1560 (office)
717-574-2691 (cell)
Email: Andrew.Swope@amwater.com

Section 14. Signatures:

WAD Consultants (Supplier)

DocuSigned by:

52D9D4D673CB44B...
Jerome C. Weinert
February 13, 2023
2/28/2023

Pennsylvania American Water Company

DocuSigned by:

30414BB93144451...
Bernard J. Grundusky
February 13, 2023
2/28/2023

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Certificate Of Completion

Envelope Id: D2D70F6FA5154FD784B79EFB4970813E	Status: Completed
Subject: Contract 48109 'SA WAD PAW East Coventry Engagement Letter ' requires your action	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Mary Royer
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1 Water St
	Camden, NJ 08102
	Mary.Royer@amwater.com
	IP Address: 54.236.3.38

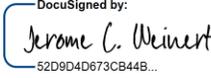
Record Tracking

Status: Original	Holder: Mary Royer	Location: DocuSign
2/28/2023 10:03:01 AM	Mary.Royer@amwater.com	

Signer Events

Jerome C. Weinert
 weinertj@auswest.net
 Principal and Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 52D9D4D673CB44B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.53.186.2

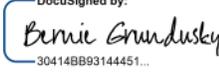
Timestamp

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 Viewed: 2/28/2023 10:55:47 AM
 Signed: 2/28/2023 10:56:05 AM

Electronic Record and Signature Disclosure:

Accepted: 5/31/2022 5:11:01 PM
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Bernie Grundusky
 Bernie.grundusky@amwater.com
 Senior Director - Business Development
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 30414BB93144451...
 Signature Adoption: Pre-selected Style
 Using IP Address: 161.69.116.11

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Scott Fogelsanger
 Scott.Fogelsanger@amwater.com
 Senior Manager - Business Development
 Security Level: Email, Account Authentication (None)

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Sent: 2/28/2023 1:16:57 PM
 Viewed: 2/28/2023 2:07:47 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/28/2023 1:16:42 PM
Signing Complete	Security Checked	2/28/2023 1:16:55 PM
Completed	Security Checked	2/28/2023 1:16:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, American Water Works Service Company, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact American Water Works Service Company, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bogdan.muresan@amwater.com

To advise American Water Works Service Company, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bogdan.muresan@amwater.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from American Water Works Service Company, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bogdan.muresan@amwater.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with American Water Works Service Company, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bogdan.muresan@amwater.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify American Water Works Service Company, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by American Water Works Service Company, Inc. during the course of your relationship with American Water Works Service Company, Inc..

Jerome C. Weinert, PE, ASA, CDP
Principal and Director, Depreciation and Valuation
Weinert Appraisal & Depreciation Services, LLC
5880 Fenton Court
Greendale, WI 53129
Cell 414-698-8371
e-mail: weinertj@auswest.net

October 19, 2024

Mr. Scott D. Fogelsanger
Director - Valuation Strategies
Pennsylvania American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055-4475

Dear Scott:

RE: East Coventry Wastewater Collection System 's Section 1329 Appraisal Invoice 10-0014-2

Enclosed is WAD Consultants invoice for our Section 1329 appraisal, of the East Coventry Township Wastewater System's PUC Application which was transmitted to PAWC' via upload to American's shared drive on 10/19/2024.

Very truly yours,

A handwritten signature in black ink that reads "Jerome C. Weinert". The signature is written in a cursive style with a large, looping initial "J".

INVOICE

East Coventry Township Wastewater System Section 1329 Appraisal October 19, 2024

Enclosed is WAD Consultants invoice for our Section 1329 appraisal, of the East Coventry Township Wastewater System’s PUC Application which was transmitted to PAWC’ via upload to American’s shared drive on 10/19/2024.

Fee & Expenses

<u>East Coventry Township Wastewater System Section 329 Appraisal</u>	
Appraisal	\$16,000.00
Testimony	\$3,000.00
Expenses (report processing)	\$150.00
FEE THIS INVOICE.....	\$19,150.00

GRAND TOTAL THIS INVOICE..... \$19,150.00

Please remit with a duplicate copy of this invoice to:

Jerome C. Weinert
Weinert Appraisal & Depreciation Services, LLC
5880 Fenton Court
Greendale, WI 53129

CUSTOMER I.D. 70-PAA-01
INVOICE NO. 2
Reference No. 10-0014-02

Employer I.D. No. 88-3341524
LLC

Remit Wires to:
Jerome C. Weinert at US Bank
[REDACTED]
[REDACTED]

Jerome C. Weinert, PE, ASA, CDP
Principal and Director, Depreciation and Valuation
Weinert Appraisal & Depreciation Services, LLC
5880 Fenton Court
Greendale, WI 53129
Cell 414-698-8371
e-mail: weinertj@auswest.net

March 26, 2023

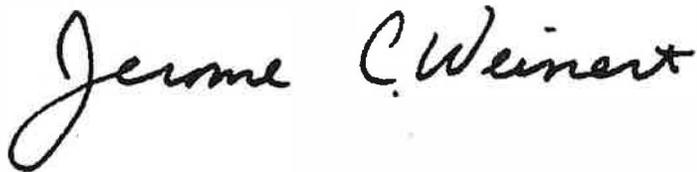
Mr. Scott D. Fogelsanger
Senior Business Development Manager
Pennsylvania American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055-4475

Dear Scott:

RE: East Coventry Wastewater Collection System 's Preliminary Appraisal Invoice 10-0014-1

Enclosed is WAD Consultants invoice for our preliminary appraisal, the East Coventry Township Wastewater System's PUC Application which was transmitted to PAWC' via e-mail on 3/23/2023.

Very truly yours,

A handwritten signature in black ink that reads "Jerome C. Weinert". The signature is written in a cursive style with a large, looping initial "J".

INVOICE

East Coventry Township Wastewater System Preliminary Appraisal March 26, 2023

Enclosed is WAD Consultants invoice for our preliminary appraisal for the East Coventry Township Wastewater System which was delivered to PAWC via e-mail on 3/23/2023.

Fee & Expenses

<u>East Coventry Township Wastewater System Preliminary Appraisal</u>	
Appraisal	\$10,000.00
Expenses (report processing)	\$0.00
FEE THIS INVOICE.....	\$10,000.00

GRAND TOTAL THIS INVOICE..... \$10,000.00

Please remit with a duplicate copy of this invoice to:

Jerome C. Weinert
Weinert Appraisal & Depreciation Services, LLC
5880 Fenton Court
Greendale, WI 53129

CUSTOMER I.D. 70-PAA-01
INVOICE NO. 1
Reference No. 10-0014-01

Employer I.D. No. 88-3341524
LLC

Remit Wires to:
Jerome C. Weinert at US Bank
[REDACTED]
[REDACTED]



Gannett Fleming
Valuation and Rate Consultants, LLC

Corporate Headquarters
207 Senate Avenue
Camp Hill, PA 17011
P 717.763.7211 | F 717.763.8150

gannettfleming.com

April 22, 2024

Via email to kapensteinb@pfm.com (For Delivery)

Eugene C. Briggs, AICP, CZO
Township Manager
East Coventry Township
855 Ellis Woods Road
Pottstown, PA 19465

Fair Market Value Appraisal

In response to your request, Gannett Fleming Valuation and Rate Consultants, LLC (Gannett Fleming) is pleased to submit this cost proposal to provide East Coventry Township (Township) with a fair market value appraisal of its wastewater system assets (Wastewater System) consistent with the date of the Engineer's Assessment.

SCOPE OF SERVICES

Gannett Fleming proposes to conduct a fair market value appraisal of the Wastewater System in compliance with the Uniform Standards of Professional Appraisal Practices, employing the cost, market, and income approaches. It should be noted that Gannett Fleming will utilize asset cost information provided by the Engineering Assessment of the Wastewater System's assets. The Engineering Assessment of the Wastewater System's tangible assets has been, or will be, completed separately by a Professional Engineer.

Fair market value is defined as "the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts."



As stated, the standard of value for this engagement is fair market value. The premise of value is going concern. The going concern premise of business value assumes that the business will continue running normally using all of its assets to produce income and will continue operating beyond the valuation date.

Gannett Fleming will value the Wastewater System's assets as a group under the premise that they collectively comprise an ongoing operating business enterprise. In accordance with 66 Pa. C.S. Section 1329, the original source of funding for any part of the assets of the selling utility will not be relevant to the determination of the value of said assets.

We will accept all information and data provided by the Township as it pertains to this assignment "as is" after a limited review. That is, we will neither audit nor verify any data, original cost study, financial records or operating data provided for this assignment.

SITE INSPECTION

We will visit or inspect the Wastewater System's facilities and rely on the information provided by the Engineering Assessment of the Wastewater System's assets provided by the Township.

APPRAISAL REPORT

We will prepare a written document to substantiate our opinion. Our appraisal will be developed consistent with the Uniform Standards of Professional Appraisal Practices. Our valuation will include a detailed analysis and will be presented in a narrative comprehensive, "stand-alone" document for your use. The estimate of value that results from a valuation engagement will be expressed as a conclusion of value to be used for the purposes stated above.

Although our valuation is intended to estimate fair market value, we assume no responsibility for the inability of a seller or buyer to obtain a sale or purchase contract at that price.



QUALIFICATIONS

Since 1915, Gannett Fleming and its predecessors have been helping clients in public pricing policy and related financial matters for managerial purposes, before regulatory commissions and in courts of law. Our staff has considerable experience in providing an array of specialized financial services to support the core needs and objectives of our clients.

Our specialized financial services encompass utility valuations, economic valuation studies, cost of capital studies, depreciation studies, rate studies, lead lag studies, analyses of public utility accounting systems, debt financing reports, economic and demographic studies, financial decision studies, optimum capital structure, debt service levels, dividend policy, private placement of debt, financial benchmarking, and conducting property inventories.

We design each study and its related report to meet the specific requirements of our clients. These studies require objective analyses of basic data, informed professional judgment, and clear presentation of the results. Our staff includes professionals specialized in public utility accounting and ratemaking, valuation, cost of capital, lead lag, depreciation, associated technical services, and financial analysis. We are experienced utility valuation experts who determine fair market value using the cost, market, and income approaches in accordance with 66 Pa. C.S. Section 1329.

Gannett Fleming is approved as a "Utility Valuation Expert" by the Pennsylvania Public Utility Commission (PaPUC) within the context of 66 Pa. C.S. Section 1329, Valuation of Acquired Water and Wastewater Systems.

FIDUCIARY DUTY

Gannett Fleming has a fiduciary duty to, and will, provide a thorough, objective, and fair market valuation using the cost, market and income approaches in accordance with 66 Pa. C.S. Section 1329 and Pennsylvania laws.

Gannett Fleming attests that it does not derive any material financial benefit from the sale of, or purchase of, a selling utility other than fees for services rendered. Gannett Fleming also verifies it does not have any immediate family members who are directors, officers or employees of either an acquiring public utility, entity or selling utility within a 12-month period of the date of hire to perform an appraisal. We further affirm that



Gannett Fleming is not directly or indirectly owned, partnered or in any way affiliated with a water/wastewater distribution company.

BASIS FOR COMPENSATION

Gannett Fleming will perform the above services, and other related services that you may authorize, based on hourly billing rates for our personnel in effect when we perform the work, plus the reimbursement of direct expenses. Direct expenses include transportation, meals, lodging and incidental expenses incurred while traveling and any other expenses required as a result of the assignment that are not incidental to the normal conduct of business. We will render invoices monthly for services performed during the preceding month.

Based on our experience, the cost for a complete appraisal, direct testimony, and other filing requirements will not exceed \$30,000. The actual charges for these services will, of course, depend on the amount of time required to complete the assignment and the extent to which data are provided but will not exceed \$30,000. The availability and quality of the required data sources of information will affect the final cost.

SCHEDULE

The fair market value appraisal will be completed within 60 days of timely receipt of an executed proposal, the requested data, and completion of the Engineering Assessment.

PROPOSAL

Based on the understanding outlined in this letter, we propose that East Coventry Township retain Gannett Fleming Valuation and Rate Consultants, LLC to perform the requested services as outlined in this letter. If this proposal is satisfactory to you, please have an individual authorized to bind the Township sign, where indicated below, and then scan and email the executed copy to me via email at hwalker@gfnet.com, with a copy to our Administrative Manager, Cheryl Rutter, at crutter@gfnet.com.



We thank East Coventry Township for this opportunity to provide valuation services in connection with the fair market value appraisal of its Wastewater System's assets. We look forward to acceptance of our proposal and to a successful project.

Respectfully Submitted,

GANNETT FLEMING VALUATION
AND RATE CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read "Harold Walker, III".

HAROLD WALKER, III
Manager, Financial Studies

A handwritten signature in black ink, appearing to read "John J. Spanos".

JOHN J. SPANOS
President

East Coventry Township accepts the foregoing Proposal and authorizes Gannett Fleming Valuation and Rate Consultants, LLC to proceed with the services described herein.

ACCEPTED BY:

A handwritten signature in black ink, appearing to read "Ray Rolb".

(Signature)

RAY ROLB

(Printed Name)

Chairman BOS

(Title)

5-13-2024

(Date)



STANDARD TERMS & CONDITIONS

This schedule describes Gannett Fleming's Standard Terms and Conditions for professional services. Proposal cost estimates are valid for 30 days from the date of the proposal, unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

1. AGREEMENT DOCUMENTS

This Agreement, including the written proposal and any attachments thereto, is the complete agreement between the Client and Gannett Fleming. No other document shall be part of this Agreement unless specifically agreed to by the Client and Gannett Fleming in writing.

2. STANDARD OF CARE

All services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time services are provided. All estimates, recommendations, opinions, and decisions of Gannett Fleming will be made upon the basis of the information available to Gannett Fleming and Gannett Fleming's experience, technical qualifications, and professional judgment. OTHER THAN AS EXPRESSLY AGREED, GANNETT FLEMING PROVIDES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

3. CLIENT RESPONSIBILITIES

By virtue of entering into this Agreement and providing the described services, Gannett Fleming does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

4. PAYMENT TERMS

Invoices will be rendered to the on a monthly basis. Invoices are due and payable upon receipt. Any questions regarding the invoiced terms or amounts shall be addressed to Gannett Fleming within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct, payable, and not disputed by the Client. If the invoice is not paid in full within 30 days after the date of

the invoice, the Client further agrees to pay interest of 1% per month (compounded) from the date of invoice on the unpaid balance until the invoice is paid in full. If Gannett Fleming retains a collection agency or attorney to collect receivables due more than 30 days, the Client agrees to pay the fees imposed by such collection agency or attorney, as well any other costs of collection.

5. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless Gannett Fleming, its affiliates, independent professional associates, consultants, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the project, or claims against Gannett Fleming arising from the work of others, unless the claims, damages, losses, or expenses result from the proven negligence of Gannett Fleming.

This indemnification shall not be limited in amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6. ALLOCATION OF RISK

The Client hereby agrees, to the fullest extent permitted by law, that the allocation of risk for Gannett Fleming's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to Gannett Fleming's services under this Agreement, including, but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of Gannett Fleming's fees or \$50,000, whichever is less.

7. INSURANCE

During the entire service period covered by this Agreement, Gannett Fleming will procure and maintain the following insurance coverages:

- A. Workers' Compensation and Employers Liability Coverage - Statutory Limits
- B. Commercial General Liability including Contractual Liability - \$2,000,000 Combined Single Limit.
- C. Commercial Automobile Liability - \$2,000,000 Combined Single Limit.
- D. Professional Liability Insurance - \$1,000,000
- E. Umbrella Policy-\$5,000,000

8. CLIENT PARTICIPATION

The Client's personnel directly or indirectly involved in this Agreement shall participate as the Client's employees. Gannett Fleming assumes no liability for claims related to injury to such employees.



9. ACCESS

The Client shall arrange for and guarantee access to and make all provisions for Gannett Fleming to enter upon public and private property as required for Gannett Fleming to perform its services.

10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculations, studies, software program tapes, models, notes, and memoranda assembled or prepared by Gannett Fleming pursuant to this Agreement are instruments of service in respect to the Project, and Gannett Fleming shall retain full ownership and property interest therein, whether or not the Project is completed. The Client may, upon full payment for all services rendered, make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by the Client or others on extensions of the Project or on any other project. Any modification, changes, or reuse without written verification or adaptation by Gannett Fleming for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Gannett Fleming, and the Client agrees to indemnify and hold harmless Gannett Fleming against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Gannett Fleming to further compensation at rates to be agreed upon by the Client and Gannett Fleming.

11. PROPERTY RIGHTS

All Intellectual Property rights to any tangible property and tangible work products created by Gannett Fleming pursuant to or in the course of this Agreement shall belong exclusively to Gannett Fleming, as well as all systems, programs, and specifications, and other materials and hardware or ideas, concepts, know-how, or techniques relating to data processing, systems, or programs developed and used by Gannett Fleming herein. The same shall continue to belong exclusively to Gannett Fleming whether or not specifically adapted for the Client's use. Nothing herein precludes development and marketing by Gannett Fleming of any competitive system, program, data processing materials, or other Intellectual Property, irrespective of whether same are similar or related to that developed or incorporated for the Client pursuant to this Agreement. The Client is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Agreement.

12. CONSEQUENTIAL DAMAGES

The Client hereby agrees that to the fullest extent permitted by law Gannett Fleming shall not be liable to the Client for any special, indirect, or consequential damages

whatsoever, whether caused by Gannett Fleming's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including, but not limited to, delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

13. DISPUTES

Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. Any suits brought under this Agreement or in any way arising out of this Agreement must be filed within one year from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertaken) or it shall be time barred.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement for its convenience, in whole or in part, by thirty (30) days written notice to Gannett Fleming specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

15. COMPENSATION UPON TERMINATION

In the event of termination by the Client, Gannett Fleming shall be paid for unbilled services, including expenses rendered to the date of termination. In the event of any such termination, Gannett Fleming shall also be paid for all reasonable termination expenses. "Termination expenses" means expenses attributable to termination, including termination settlement costs incurred by Gannett Fleming relating to commitments that had become firm prior to termination, but shall not include lost revenue and/or lost profits.

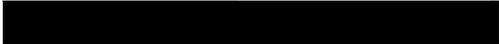
16. OVERTIME

Overtime will be billed at a premium rate of 1.5 times the straight direct labor rate for employees subject to premium overtime for project time in excess of the standard work day established for the project, Monday through Friday, and for work on weekends and holidays.

***** End of Standard Terms and Conditions *****



Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:



Send Remit Info: AccountsReivable@gfnet.com
Send Audit Inquiries: GovtContractAudit@gfnet.com
All Other Inquires Contact the Project Team

Attention: Casey LaLonde
East Coventry Township
855 Ellis Woods Road
Pottstown, PA 19465
UNITED STATES

Invoice : 0000039913
Invoice Date : 8/15/2024
Due Date: 9/14/2024
Project : 079336
Project Name : East Coventry Twp-FMV Appraisal-
Wastewater Sys Assets
Bill Term : 01

For Professional Services Rendered Through 7/26/2024

Contract : GFC753143
Contract Name : East Coventry Township-
GFC753143
Contract Date : 6/23/2024

Fair Market Value Appraisal of Township's Wastewater System

	<u>Current</u> <u>Billings</u>
000 - Fair Market Value - Wastewater System	13,805.00
Total :	<u>13,805.00</u>
Current Billings	<u>13,805.00</u>
Amount Due This Bill	US <u><u>13,805.00</u></u>

Harold Walker III

Project : 079336 - East Coventry Twp-FMV Appraisal-Wastewater Sys Assets

Invoice : 0000039913

000 - Fair Market Value - Wastewater System

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Harold Walker III	43.50	290.000	12,615.00
Junior Analyst	7.00	140.000	980.00
Senior Analyst	1.00	210.000	210.00
Total Rate Labor			13,805.00

Total Bill Task : 000 - Fair Market Value - Wastewater System **13,805.00**

Total Project : 079336 - East Coventry Twp-FMV Appraisal-Wastewater Sys Assets **13,805.00**



Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:



Send Remit Info: AccountsReivable@gfnet.com
Send Audit Inquiries: GovtContractAudit@gfnet.com
All Other Inquires Contact the Project Team

East Coventry Township
855 Ellis Woods Road
Pottstown, PA 19465
UNITED STATES

Invoice : 0000041649
Invoice Date : 9/20/2024
Due Date : 10/20/2024
Project : 079336
Project Name : East Coventry Twp-FMV Appraisal-
Wastewater Sys Assets
Bill Term : 01

For Professional Services Rendered For 7/27/2024 Through 9/13/2024

Contract : GFC753143
Contract Name : East Coventry Township-
GFC753143
Contract Date : 6/23/2024

Fair Market Value Appraisal of Township's Wastewater System

	Current
	Billings
000 - Fair Market Value - Wastewater System	10,790.00
Total :	10,790.00
Current Billings	10,790.00
Amount Due This Bill	US 10,790.00

Harold Walker III

Project : 079336 - East Coventry Twp-FMV Appraisal-Wastewater Sys Assets

Invoice : 0000041649

000 - Fair Market Value - Wastewater System

Rate Labor

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Harold Walker III	36.00	290.000	10,440.00
Junior Analyst	2.50	140.000	350.00
Total Rate Labor	38.50		10,790.00

Total Bill Task : 000 - Fair Market Value - Wastewater System **10,790.00**

Total Project : 079336 - East Coventry Twp-FMV Appraisal-Wastewater Sys Assets **10,790.00**