

**Application of Pennsylvania-American Water Company for the  
Acquisition of the Water System Owned and Operated by  
Indian Creek Valley Water Authority (“ICVWA”)  
Docket No. A-2025-3055741**

**66 Pa. C.S. § 1329  
Application Filing Checklist – Water/Wastewater**

15. Plant in Service.
- a. Provide an inventory of the used and useful plant assets to be transferred. Identify separately any utility plant that is held for future use.<sup>1</sup>

**RESPONSE:** a. See the Engineer’s Assessment attached as **Appendix A-15-a\_Redacted** that identifies assets to be transferred as required by 66 Pa.C.S. § 1329(a)(4). Appendix B - Water Distribution System Map of the Engineer’s Assessment has been redacted and labeled **CONFIDENTIAL**.

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<sup>1</sup> The inventory is to be developed from available records, maps, work orders, debt issue closing documents funding construction projects, and other sources to ensure an accurate listing of utility plant by utility account.

# INDIAN CREEK VALLEY WATER AUTHORITY

Fayette and Westmoreland Counties, Pennsylvania

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## WATER FACILITIES ENGINEERING ASSESSMENT AND ORIGINAL COST

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SEPTEMBER 2025



BANKSON ENGINEERS, INC.  
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INDIAN CREEK VALLEY WATER AUTHORITY  
Fayette and Westmoreland Counties, Pennsylvania

WATER FACILITIES ENGINEERING  
ASSESSMENT AND ORIGINAL COST

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INDIAN CREEK VALLEY WATER AUTHORITY  
Fayette and Westmoreland Counties, Pennsylvania

WATER FACILITIES ENGINEERING  
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1. EXECUTIVE SUMMARY

As required by PA Act 12 of 2016 and following the guidelines of the “Uniform System of Accounts for Water and Wastewater Facilities”, an assessment of the used and useful utility plant assets of the Indian Creek Valley Water Authority (ICVWA) has been prepared. Each facility and class of equipment has been coded according to Section 300 of the NARUC System of Accounts. The distribution system includes eleven water storage tanks, five water booster pump stations, six pressure regulating vaults, and approximately 123 miles of waterline ranging in size from two inches to twelve inches in diameter. Asset cost information and quantities were derived from auditing assessments, Authority records of past work, and engineering project documents.

The current conditions of the Authority’s useful assets are good and regularly maintained. Several capital improvement projects are underway and are listed in the subject section.

A complete list of assets and their original costs is included in the report.

2. PURPOSE OF REPORT

The purpose of this report is to provide “an inventory of the used and useful utility plant assets” per the requirements of PA Act 12 of 2016.

The engineering assessment will then be used by the Utility Valuation Experts (UVEs) engaged by both the Seller (ICVWA) and Pennsylvania-American Water Company (PAWC). This engineering assessment report records for these purposes the assets, conditions, and original costs of ICVWA’s system that will be used as a basis for the UVEs to conduct an appraisal of the value of the water treatment and distribution system.

This engineering assessment covers a scope that was mutually agreed upon by ICVWA and PAWC. The list of assets and their conditions and original costs consists of data gathered from ICVWA’s knowledge of its system, available documents, maps, project documents, auditing documents, insurance assessments, and other sources.

Assets were accounted for using a number of sources. Distribution system pipe lengths were obtained from Authority records. Treatment plants were both field evaluated and accounted for using auditing documents. Costs for all items were drawn from auditing documents, Authority records, and project documents.

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### 3. SYSTEM DESCRIPTION

The Indian Creek Valley Water Authority is a public water system serving customers in Fayette and Westmoreland Counties, Pennsylvania. The ICVWA is a municipal authority created in accordance with the Municipality Authorities Act of 1945, P.L. 382, its amendments and supplements. (In 2001, the Municipality Authorities Act was replaced with Act 22-2001.)

The Articles of Incorporation for the ICVWA was executed by the Townships of Saltlick and Springfield on September 8, 1965, and accepted and approved by the Pennsylvania Department of State on September 20, 1965. The ICVWA is governed by a five-member board, each board member being appointed to staggered, five-year term. Three members are appointed by Saltlick Township with the remaining two members appointed by Springfield Township.

In 2002, the Townships of Saltlick and Springfield extended the ICVWA's term of existence to December 31, 2051.

Operation of the ICVWA is directed by an Authority Manager who is responsible for the daily system operations and management of the staff of system operators, laborers and office personnel.

The public water supply system was started with the acquisition of the water system serving the Village of Melcroft in Saltlick Township. The Melcroft system was donated to the ICVWA by Eastern Gas and Fuel Associates, the coal company which had constructed and operated the system when the Village was a mining town. After the initial acquisition, the ICVWA applied for and received a federal grant under the Water and Sewer Facilities Grant Program operated by the Housing and Home Finance Agency (predecessor to the Department of Housing and Urban Development).

The federal grant funds were used to construct the nucleus of the public water supply system in Saltlick and Springfield Townships and consisted of water transmission, treatment, pumping, storage, and distribution facilities. During the 1970's and 1980's, the ICVWA continued to apply for and receive federal and state funding for water system extensions and has expanded the system by the construction of additional pumping stations, storage tanks, transmission mains and distribution lines.

In addition to the incorporating municipalities of Saltlick and Springfield Townships, ICVWA furnishes water to parts of Connellsville Township, Bullskin Township and Stewart Township, all in Fayette County, Donegal Township, Donegal Borough, and Mount Pleasant Township, all in Westmoreland County.

A map of the current ICVWA Distribution System has been included in Appendix B.

#### 4. INVENTORY OF ASSETS

##### A. Water Treatment Plants

The ICVWA owns and maintains four separate sources of water supply and accompanying water treatment plants. The four sources of supply are Pritts Spring, Grimm Spring, Neal's Run Well, and Mill Run.

The Pritts Spring supply is classified as a ground water under the direct influence of a surface water (GUDI). As a result, the Authority constructed and operates the Pritts Spring Slow Sand Filtration Plant. The Authority is permitted to withdraw and treat up to 150,000 gallons of water per day at the Pritts Spring facility.

The Grimm Spring supply is also classified as a GUDI. As a result, the Authority constructed and operates the Grimm Spring Slow Sand Filtration Plant. The Authority is permitted to withdraw and treat up to 150,000 gallons of water per day at the Grimm Spring facility.

The Neal's Run Well supply was developed in 1994 and has a rated yield of 216,000 gallons per day. The Authority constructed a greensand filter water treatment plant which received its DEP Operations Permit on June 29, 2009.

The Mill Run Water Treatment Plant was constructed in 1974. ICVWA purchases raw water from the Municipal Authority of Westmoreland County from its Mill Run Reservoir and treats it at the Mill Run Water Treatment Plant. The Mill Run Water Treatment Plant is a conventional surface water gravity filter plant.

##### B. System Operation

Treated water from both Pritts Spring and Grimm Spring water supplies feed the 1965 gradient, as maintained by the Henry Tank, portion of the Authority's service area which can generally be described as being south of the Village of Melcroft. The distribution system, generally north of County Line Road at the Village of Champion, including the Route 31 and Donegal areas, is supplied by the Authority's Neal's Run Well. The division of the spring/well fed distribution system can be changed by manually opening and closing main line valves on the distribution system.

The Mill Run source of supply and water treatment plant is only operated during higher demand times of year as a supplement to the other sources of supply.

The ICVWA also maintains a metered interconnection with PAWC and by agreement can sell up to 50,000 gallons per day to PAWC. The ICVWA also maintains a metered connection with the Pleasant Valley Water Authority and by agreement can sell up to 50,000 gallons per day to the Pleasant Valley Water Authority.

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C. Storage Tanks

The Authority has eleven water storage tanks, which are listed in the following table. In addition to the listed tanks, there is a planned project to construct a redundant tank next to the existing Ohiopyle System Tank, which is a 176,000-gallon welded steel tank in Stewart Township. Design of the second Ohiopyle Tank is complete, and the PA DEP Public Water Supply Permit has been issued. No construction has started on the replacement tank.

Water Storage Facilities

Name	Location	Type	Year Erected	Height (feet)	Overflow Elevation (feet)	Volume (gallons)
Old Ohiopyle Tank	Stewart Township	Welded Steel	1968	48	1407.33	176,000
Henry Tank	Saltlick Township	Welded Steel	1974	22	1965	350,000
Old Clinton Tank	Saltlick Township	Bolted, Glass Fused-to-Steel	1987	38	2194	200,000
White Mountain Tank	Saltlick Township	Bolted, Glass Fused-to-Steel	1990	23	2600	500,000
McClure Tank	Donegal Township	Bolted, Glass Fused-to-Steel	1994	52	1985	289,000
County Line Tank	Saltlick Township	Bolted, Glass Fused-to-Steel	1994	52	2407	193,000
Rich Hill Tank	Bullskin Township	Bolted, Glass Fused-to-Steel	1999	66	2396	155,000
SR 381 Tank	Stewart Township	Bolted, Glass Fused-to-Steel	2003	48	1965	490,000
Maple Summit Tank	Stewart Township	Bolted, Glass Fused-to-Steel	2003	34	2200	154,000
Pleasant Hill Tank	Springfield Township	Bolted, Glass Fused-to-Steel	2017	27	2330	100,000
New Clinton Tank	Saltlick Township	Bolted, Glass Fused-to-Steel	2023	38	2194	200,000
Total Capacity						2,807,000

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#### D. Distribution System

Other Authority equipment that contributes to the distribution system are the five water booster pump stations and the six pressure regulating facilities. These facilities, along with the water tanks, are monitored and controlled using SCADA system. The SCADA system is currently in the process of being upgraded. The project includes upgrades to the functional programming to meet regulatory requirements, alarm call-out capabilities, and equipment upgrades that includes migrating from twisted bell wire to fiber optics and satellite communications.

#### Water Booster Pumping Stations

Name	Location	Type	Year Constructed	Capacity (gpm)	Suction Gradient (feet)	Discharge Gradient (feet)
White Pump Station	Saltlick Township	Duplicate Centrifugal Pumps. Below Grade Vault	1974	100	1965	2194 Clinton Tank
Normalville Pump Station	Springfield Township	Duplicate Centrifugal Pumps. Below Grade Vault	1984	200	1965	2330 Pleasant Hill Tank
Law's Hill Pump Station	Springfield Township	Duplicate Centrifugal Pumps. Below Grade Vault	1999	100	2194	2396 Rich Hill Tank
Maple Summit Pump Station	Stewart Township	Duplicate Centrifugal Pumps. Above Grade Building	2003	150	1965	2200 Maple Summit Tank
Ohiopyle Pump Station	Stewart Township	Duplicate Centrifugal Pumps. Above Grade Building	2003	145	1407.33	1965 SR 381 and Henry Tanks

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Water Regulating Facilities

Name	Location	Type	Year Constructed	Upstream Gradient (feet)	Downstream Gradient (feet)
Carruthers Pressure Regulating Vault	Saltlick Township	Two 6" PRV's in series	1990	2600	2280
May Pressure Regulating Vault	Saltlick Township	Two 6" PRV's in series	1990	2280	1965
Shepler Pressure Relief Vault	Saltlick Township	One 6" pressure relief valve	1990	1965	
Hawkins Hollow Pressure Regulator Vault	Springfield Township	Two 6" PRV's in series	1990	2330	1965
County Line Road Pressure Regulating Vault	Donegal Township	Two 6" PRV's in series	1994	2407	1985
Maple Summit Pump Station PRV	Stewart Township	One 4" PRV	2003	2200	1965
Ohiopyle Pump Station PRV	Stewart Township	One 4" PRV	2003	1965	1407

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5. OWNED PROPERTY AND EASEMENTS OF VALUE

The Authority owns a number of properties where various water treatment and distribution facilities are located. These properties are listed in the table below. This table includes the Tax Map Parcel ID, the facility that is located on the property, the date of purchase and the purchase price of the property. Additionally, the deeds for these properties are included in the Appendix.

Authority Owned Properties

Tax Map Parcel ID Number	Facility	Sale Date	Sale Price
04-38-0013-01	Rich Hill Tank	11/18/1999	\$2,000.00
26-01-0005	Ohiopyle Water Treatment Plant	6/15/2012	\$40,000.00
26-02-0012	Ohiopyle Water Treatment Plant		
31-07-0157-01	White Pump Station	10/24/1977	\$300.00
31-10-0031	Abandoned Fowl Hill Tank Chlorination	12/4/1967	\$0.00
31-13-0008-01	Clinton Pump Station	11/24/1999	\$2,500.00
31-15-0118	Fowl Hill Tank	6/7/1967	\$0.00
31-17-0056-01	Neal's Run Well Water Treatment Plant	5/6/1995	\$3,200.00
31-17-0119-02	County Line Tank	5/5/1995	\$3,200.00
31-19-0023-01	Office Building	2/23/2023	\$340,000.00
31-19-0175	Maintenance Building (Indian Head Road)	7/14/1989	\$3,000.00
31-20-0055-01	Grimm Chlorinating Station	2/7/1974	\$1.00
31-20-0121	Pritts Spring Slow Sand Filtration Plant	8/22/1990	\$1.00
31-20-0123	Grimm Chlorinating Station	7/2/2001	\$750.00
31-21-0001	Pritts Spring/White Mountain Tank	4/27/1988	\$1.00
35-03-0003	Pleasant Hill Tank	7/14/2003	\$28,250.00
35-05-0084	Maintenance Garage	7/6/2017	\$750,000.00
35-06-0031	Henry Tank	6/21/1973	\$1,600.00
35-10-0016-01	Normalville Pump Station	3/6/1984	\$500.00
37-07-0027-01	S.R. 381 Tank	9/10/2002	\$1.00
37-08-0052-01	Maple Summit Road Pump Station	9/1/2002	\$2,500.00
37-08-0067-01	Maple Summit Road Tank	9/4/2002	\$1.00
46-16-00-0-224	McClure Tank	1/3/1967	\$10.00

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Easements/Agreements

In addition to the Authority owned properties, the Authority also has easements and agreements for some of its facilities. These are listed below:

Tax Map Parcel ID Number	Facility	Easement / Agreement Date	Sale Price
35-13-0001	Mill Run Water Treatment Plant	8/1973	\$1.00
37-13-0011	Ohiopyle Tank	7/3/2012	\$0.00
31-06-0020-01	Clinton Tank	9/24/2021	\$25,000.00

6. OPERATING REVENUES AND EXPENSES

The Authority’s most recent Audit Report, for the year ended December 31, 2024, is included in Appendix E of this Report.

7. FUTURE CAPITAL PROJECTS

The following is a list of ICVWA’s planned and pending projects:

- Harris Road Water Line Extension – Work on the project is planned to begin in August 2025 by the Bureau of Abandoned Mine Reclamation (BAMR) and is anticipated to be complete before the end of 2025.
- New Ohiopyle Tank – Funded in part by a Small Water Systems Grant. Bids were recently received for the project.
- Hopewell Road Water Line Extension – Funded by Senator Fetterman’s EPA Congressional Grant. The project is progressing through the grant approval process, and subsequently with bidding and construction.
- Grimm Spring CT Modification Project – Design has been completed but funding has not yet been secured.

8. LIST OF ASSETS AND COSTS

The list of the Authority’s Inventory/Assets as well as their original costs are included as Appendix A of this Report.

**APPENDIX A**

**ORIGINAL COST OF INVENTORY/ASSETS**

Indian Creek Valley Water Authority  
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**APPENDIX A**  
**ORIGINAL COST OF INVENTORY/ASSETS**

 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
<b>NARUC 303</b>							
N/A	2017	Purchase of Mill Prop. For Maint. Facility	Tax Parcel ID 35-05-0084	303		L.S.	\$800,000.00
N/A	1999	Rich Hill Tank	Tax Parcel ID 04-38-0013-01	303		L.S.	\$2,000.00
N/A	2012	Ohiopyle Water Treatment Plant	Tax Parcel ID 26-01-0005 & 26-02-0012	303		L.S.	\$40,000.00
N/A	1977	White Pump Station	Tax Parcel ID 31-07-0157-01	303		L.S.	\$300.00
N/A	1967	Abandoned Fowl Hill Tank Chlorination	Tax Parcel ID 31-10-0031	303		L.S.	\$0.00
N/A	1999	Clinton Pump Station	Tax Parcel ID 31-13-0008-01	303		L.S.	\$2,500.00
N/A	1967	Fowl Hill Tank	Tax Parcel ID 31-15-0118	303		L.S.	\$0.00
N/A	1995	Neal's Run Well Water Treatment Plant	Tax Parcel ID 31-17-0056-01	303		L.S.	\$3,200.00
N/A	1995	County Line Tank	Tax Parcel ID 31-17-0119-02	303		L.S.	\$3,200.00
N/A	2023	Office Building	Tax Parcel ID 31-19-0023-01	303		L.S.	\$340,000.00
N/A	1989	Maintenance Building (Indian Head Road)	Tax Parcel ID 31-19-0175	303		L.S.	\$3,000.00
N/A	1974	Grimm Chlorinating Station	Tax Parcel ID 31-20-0055-01	303		L.S.	\$1.00
N/A	1990	Pritts Spring Slow Sand Filtration Plant	Tax Parcel ID 31-20-0121	303		L.S.	\$1.00
N/A	2001	Grimm Chlorinating Station	Tax Parcel ID 31-20-0123	303		L.S.	\$750.00
N/A	1988	Pritts Spring/White Mountain Tank	Tax Parcel ID 31-21-0001	303		L.S.	\$1.00
N/A	2003	Pleasant Hill Tank	Tax Parcel ID 35-03-0003	303		L.S.	\$28,250.00
N/A	1973	Henry Tank	Tax Parcel ID 35-06-0031	303		L.S.	\$1,600.00
N/A	1984	Normalville Pump Station	Tax Parcel ID 35-10-0016-01	303		L.S.	\$500.00
N/A	2002	S.R. 381 Tank	Tax Parcel ID 37-07-0027-01	303		L.S.	\$1.00
N/A	2002	Maple Summit Road Pump Station	Tax Parcel ID 37-08-0052-01	303		L.S.	\$2,500.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2002	Maple Summit Road Tank	Tax Parcel ID 37-08-0067-01	303		L.S.	\$1.00
N/A	1967	McClure Tank	Tax Parcel ID 46-16-00-0-224	303		L.S.	\$10.00
<b>NARUC 304</b>							
Contracts 1 & 2	1975	Water Treatment Plant - Gen./Mech.					
			General Conditions	304.3	1	L.S.	\$22,095.87
			Excavation	304.3	1	L.S.	\$77,088.19
			Concrete	304.3	1	L.S.	\$105,482.38
			Structural Steel	304.3	1	L.S.	\$2,602.34
			Masonry & Misc.	304.3	1	L.S.	\$17,277.01
			Precast Roof Deck	304.3	1	L.S.	\$4,106.43
			Roofing & Sheet Metal	304.3	1	L.S.	\$4,106.43
			Specialties	304.3	1	L.S.	\$682.80
			Miscellaneous Metals	304.3	1	L.S.	\$16,866.18
			Doors, Glass & Glazing	304.3	1	L.S.	\$3,690.98
			Painting & Waterproofing	304.3	1	L.S.	\$17,583.60
			Ventilation	304.3	1	L.S.	\$2,325.37
			Landscaping & Drains	304.3	1	L.S.	\$7,391.58
			Piping & Valves	304.3	1	L.S.	\$73,471.46
			4" drain at treatment plant	304.3	1	Each	\$848.21
			Aluminum doors	304.3	5	Each	\$1,920.01
Contract 3	1975	Water Treatment Plant - Electrical					
			Conduit 3/4" Rigid	304.3	1,500	L.F.	\$4,043.92
			Conduit 1" Rigid	304.3	800	L.F.	\$3,235.29
			Conduit 1-1/4" thru 2" Rigid	304.3	50	L.F.	\$269.80
			Conduit 2-1/2" Rigid	304.3	20	L.F.	\$404.70
			Condulets 2-1/2"	304.3	2	Each	\$134.90
			Wire - THW #12 thru #8	304.3	5,000	L.F.	\$673.73
			Wire - THW #6 thru #2	304.3	300	L.F.	\$606.67
			Wire - THW #1 thru #4/0	304.3	200	L.F.	\$943.53
			Motor Control Center	304.3	1	Each	\$10,109.79
			Selector Switch	304.3	3	Each	\$606.67
			Lighting Panels	304.3	2	Each	\$943.53
			Combination Starter	304.3	1	Each	\$296.78
			Panel Trims	304.3	2	Each	\$134.90
			125 amp Breaker	304.3	1	Each	\$201.96
			15 kva Transformer	304.3	1	Each	\$471.76
			Motor Sentinel	304.3	10	Each	\$404.70
			Unit Heaters	304.3	10	Each	\$4,043.92

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ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			S/P Switches	304.3	15	Each	\$303.33
			Receptacles	304.3	10	Each	\$269.80
			Fixtures - Type A	304.3	11	Each	\$889.57
			Fixtures - Type B	304.3	4	Each	\$269.80
			Fixtures - Type C	304.3	2	Each	\$107.92
			Fixtures - Type D	304.3	4	Each	\$242.82
			Fixtures - Type F	304.3	1	Each	\$40.08
			Additional vibrating timer control cabinet & Hook up vibrators	304.3	1	Each	\$136.17
			Receptacle and thermal switch for sump pump in low service	304.3	1	Each	\$105.54
			208V receptacle for potassium mixer	304.3	1	Each	\$156.88
Contract 4	1975	Water Treatment Plant - Plumbing					
			Waste & Vent	304.3	115	L.F.	\$1,844.90
			Copper Tubing	304.3	240	L.F.	\$1,550.98
			Fixtures	304.3	4	Each	\$2,370.37
			Sewage Disposal System	304.3	1	Each	\$9,836.93
77-1	1978	Poplar Run Road and Village of White Area Water Line Extension					
			Pump Station - Reinforced Concrete	304.2	1	L.S.	\$11,250.00
			Pump Station - Piping	304.2	1	L.S.	\$7,626.00
			Pump Station - Electrical	304.2	1	L.S.	\$2,500.00
			Additional Stone for Pump Station	304.2	1	L.S.	\$728.59
			Miscellaneous Pipe, Fittings, Extra Valves, Casing Pipe	304.2	1	L.S.	\$6,846.08
8727	1987	Pritts Spring Transmission Main Replacement					
			Chlorinator Building	304.3	1	L.S.	\$26,000.00
			Chlorination System	320.3	1	L.S.	\$10,000.00
94-4	1996	Donegal Area Water System - Electrical					
			Conduit, 3/4"-1"-1-1/4"	304.2	410	L.F.	\$3,242.93
			Conduit, 1-1/2"-2"	304.2	80	L.F.	\$813.23
			Wire #14 to 8 AWG	304.2	630	L.F.	\$356.07
			Wire #6 to 4/0 AWG	304.2	825	L.F.	\$2,796.87
			Panel Boards	304.2	2	Each	\$1,807.55
			Transformer	304.2	1	Each	\$1,243.18
			Utility Poles	304.2	2	Each	\$2,757.43
			Meter Sockets	304.2	2	Each	\$169.98
			Ground Rods	304.2	4	Each	\$271.08
			Outlet Boxes	304.2	9	Each	\$813.23
			Switches and Receptacles	304.2	7	Each	\$157.76

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Lighting Fixtures	304.2	3	Each	\$338.85
			Unit Electric Heater	304.2	1	Each	\$904.33
			Fan Thermostat	304.2	1	Each	\$124.43
			Wall Pump Starter	304.2	1	Each	\$1,356.50
			VFD Pump Controller	304.2	1	Each	\$22,487.19
			RTU	304.2	1	Each	\$47,424.09
			Transmitter at Valve Pit, FDS at County Line Tank and McClure Tank	304.2	1	L.S.	\$9,440.49
94-2	1996	Donegal Area Water System - Well Structures, Equipment & Appurtenances					
			Concrete	304.2	1	L.S.	\$45,876.57
			Masonry	304.2	1	L.S.	\$10,037.07
			Carpentry	304.2	1	L.S.	\$7,169.78
			Finishes	304.2	1	L.S.	\$3,154.95
			Mechanical	304.2	1	L.S.	\$27,240.78
			Well Vault	304.2	1	L.S.	\$6,450.61
			Landscaping and Paving	304.2	1	L.S.	\$3,583.32
02-3	2002	Ohipyle Pump Station L.S. Bid 1					
			Rip Rap	304.2		L.S.	\$3,046.81
			Concrete Pad	304.2		L.S.	\$15,975.92
			Rebar	304.2		L.S.	\$607.86
			Stainless Steel Anchors	304.2		L.S.	\$243.00
			Sidewalk	304.2		L.S.	\$1,827.51
			Headwall	304.2		L.S.	\$607.86
			6" DIP	304.2		L.S.	\$4,878.26
			6" PVC Drain	304.2		L.S.	\$2,439.31
			Fence	304.2		L.S.	\$6,062.31
			Crane	304.2		L.S.	\$1,827.51
			Electrical Coordination	304.2		L.S.	\$2,439.31
			Pump Station	304.2		L.S.	\$195,686.84
02-3	2002	Maple Summit RD Pump Sta. L.S. Bid 2					
			Underground Piping	304.2		L.S.	\$3,050.13
			Concrete Foundations	304.2		L.S.	\$9,153.10
			Pump Station	304.2		L.S.	\$135,943.44
			Landscaping w/Sidewalks	304.2		L.S.	\$1,830.62
02-4	2002	Stewart Twp WSE - Electrical & Telem.	Pump Station Electrical	304.2		L.S.	\$85,609.00

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
05-1	2005	Pritts Spring Slow Sand Filt. Plant					
			Stone Base	304.3		L.S.	\$15,338.36
			Wood Wailer for Roof	304.3		L.S.	\$4,596.39
			Doors & Frames	304.3		L.S.	\$76,691.80
			Walls & Ceilings	304.3		L.S.	\$122,706.88
			Glass Block Windows	304.3		L.S.	\$9,192.78
			Fill In Roof Planks	304.3		L.S.	\$6,145.58
			Asphalt	304.3		L.S.	\$18,411.15
			Fence	304.3		L.S.	\$79,764.59
			Seed & Mulch	304.3		L.S.	\$3,072.79
			Final Grading	304.3		L.S.	\$6,191.17
			Painting	304.3		L.S.	\$21,483.94
			Frost Prot. Ben. Hallw. Slab	304.3		L.S.	\$7,481.23
			Rebar Above Doors & Wind.	304.3		L.S.	\$1,523.60
			Roof Flashing	304.3		L.S.	\$7,059.74
05-2	2005	Pritts Spring Filt. - Electrical & Telem.	Lighting	304.3		L.S.	\$17,696.00
05-4	2005	Grimm Spring Slow Sand Filt. Plant					
			Excavation/Sitework	304.3		L.S.	\$161,415.40
			Stone Base for Building	304.3		L.S.	\$8,801.30
			Fence	304.3		L.S.	\$27,880.05
			Final Grading	304.3		L.S.	\$7,341.03
			Seed	304.3		L.S.	\$3,666.55
			Road/Drive	304.3		L.S.	\$7,628.32
			Roof over Entryway	304.3		L.S.	\$9,539.37
			Doors/Windows	304.3		L.S.	\$8,801.30
			Paint	304.3		L.S.	\$7,341.03
			Rip Rap	304.3		L.S.	\$2,198.34
			Roof Flashing	304.3		L.S.	\$4,053.52
05-5	2005	Grimm Spring Slow Sand Filt. Plant	Lighting	304.3		L.S.	\$14,860.00
N/A	2005	Neal's Run Well WTP - Building		304.3		L.S.	\$183,720.25
N/A	2006	Roof for Water System Building		304.3		L.S.	\$12,403.67
07-2	2007	Neal's Run WTP - Conc. & Gen Constr.					
			Water Proofing	304.3		L.S.	\$10,810.81
			Excavation	304.3		L.S.	\$63,597.64
			Concrete Work	304.3		L.S.	\$146,916.06

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**APPENDIX A**  
**ORIGINAL COST OF INVENTORY/ASSETS**

 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Building Construction	304.3		L.S.	\$146,274.58
N/A	2023	Purchase of ICVWA Office Building		304.5			\$340,000.00
<b>NARUC 310</b>							
05-2	2005	Pritts Spring Filt. - Electrical & Telem.	Emergency Generator	310		L.S.	\$12,545.49
05-5	2005	Grimm Spring Slow Sand Filt. Plant	Emergency Generator	310		L.S.	\$11,800.00
<b>NARUC 311</b>							
Contracts 1 & 2	1975	Water Treatment Plant - Gen./Mech.	Pumps	311	1	L.S.	\$11,330.00
			Additional sump pump and block at low service pump station	311	1	L.S.	\$501.13
77-1	1978	Poplar Run Road and Village of White Area Water Line Extension					
			Pump Station - Pumps and Controls	311	1	L.S.	\$14,000.00
84-1	1984	Pleasant Hill Area Water Distribution System	Pump Station & Related valves and piping	311	L.S.	L.S.	\$42,000.00
8718A	1987	Clinton Area Water Dist. System	New Pumps	311	2	Each	\$31,848.00
			Revised Pump Station Piping	311	1	L.S.	\$6,370.00
94-2	1996	Donegal Area Water System - Well Structures, Equipment & Appurtenances					
			Well Pump	311	1	L.S.	\$7,599.00
05-1	2005	Pritts Spring Slow Sand Filt. Plant	Water Pump	311		L.S.	\$5,000.00
N/A	2006	Peerless F-1020-P - Mill Run Water Treatment Plant		311	1	Each	\$2,275.00
N/A	2006	Peerless 4-Stage Pump - Mill Run Water Treatment Plant		311	1	Each	\$5,949.00
N/A	2012	160L Pump End & 10HP Motor - White Pump Station		311	1	Each	\$10,224.02
N/A	2012	1720E Turbo Sensor Assembly - Mill Run Water Treatment Plant		311	1	Each	\$3,952.00
N/A	2020	10 HP 6" 23/460 V Pump - White Pump Station		311	1	Each	\$6,569.00
N/A	2020	Touchscreen Panel - Grimm WTP		311	1	Each	\$2,760.00
N/A	2020	50 HP Pumps - Neal's Run Well		311	2	Each	\$20,673.11

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**APPENDIX A**  
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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2020	40 HP Pump - Neal's Run Well		311	1	Each	\$9,698.00
<b>NARUC 320</b>							
Contracts 1 & 2	1975	Water Treatment Plant - Gen./Mech.	Filtration, Chemical Feed & Instrumentation	320	1	L.S.	\$37,000.00
			Mixing Equipment	320	1	L.S.	\$7,370.00
8727	1987	Pritts Spring Transmission Main Replacement	Relocation of chlorine application point	320	1	L.S.	\$379.00
05-1	2005	Pritts Spring Slow Sand Filt. Plant	Influent Pipe	320		L.S.	\$22,000.00
			Effluent Pipe	320		L.S.	\$17,000.00
			Tie In to Existing Line	320		L.S.	\$10,000.00
			Drains	320		L.S.	\$50,000.00
			Concrete Base Slabs	320		L.S.	\$200,000.00
			Concrete Walls	320		L.S.	\$200,000.00
			Suspended Slab	320		L.S.	\$20,000.00
			Handrails	320		L.S.	\$11,000.00
			Stairs	320		L.S.	\$10,000.00
			Grat. & Supp.	320		L.S.	\$10,000.00
			Ladders	320		L.S.	\$10,000.00
			Roof Hatches	320		L.S.	\$15,000.00
			Precast Roof	320		L.S.	\$30,000.00
			Interior Piping	320		L.S.	\$33,000.00
			Gravel	320		L.S.	\$40,000.00
			Sand	320		L.S.	\$35,000.00
			Disinfect Filters	320		L.S.	\$5,000.00
			Membrane Roof	320		L.S.	\$43,700.00
			Pipe Insul.	320		L.S.	\$4,850.00
			2" & 6" Filtered Water Basin Valv.	320		L.S.	\$2,070.00
			Infl. Pipe & Add. Fiberglass Flow Splitter Box	320		L.S.	\$13,685.00
05-2	2005	Pritts Spring Filt. - Electrical & Telem.					
			Power Distribution	320		L.S.	\$7,853.38
			Variable Frequency Drives	320		L.S.	\$13,091.70
			Duct Banks, Trenching & Conc.	320		L.S.	\$6,151.54
			Services and Feeders	320		L.S.	\$22,252.61
			Branch Power and Lighting	320		L.S.	\$22,252.61
			Instrument Feeders	320		L.S.	\$13,091.70
			RTU Panel	320		L.S.	\$36,651.84
			Instrumentation	320		L.S.	\$37,959.37
			HVAC Control Wiring	320		L.S.	\$4,289.80

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Intr. Alarm & Valve Limit Switches	320		L.S.	\$4,219.40
05-4	2005	Grimm Spring Slow Sand Filt. Plant					
			Base Concrete	320		L.S.	\$231,379.24
			Walls - Filters	320		L.S.	\$125,067.54
			Walls - Gallery North	320		L.S.	\$150,083.50
			Walls - Gallery South	320		L.S.	\$108,020.12
			Walls - Clearwell Walls	320		L.S.	\$14,777.70
			Suspended Slab	320		L.S.	\$55,718.48
			Precast Plank	320		L.S.	\$32,972.24
			Concrete Block Interior Walls	320		L.S.	\$7,394.98
			EPDM Roof	320		L.S.	\$34,107.10
			12" PVC Overflow	320		L.S.	\$7,394.98
			6" PVC Drain	320		L.S.	\$3,641.36
			8" PVC Drain	320		L.S.	\$3,416.84
			4" PVC Drain	320		L.S.	\$2,843.28
			Headwall	320		L.S.	\$1,359.38
			Rock-Filled Sump	320		L.S.	\$1,134.86
			6" Waterline Tie-Ins	320		L.S.	\$4,551.70
			Holding Tank	320		L.S.	\$2,843.28
			Filter Media	320		L.S.	\$51,166.78
			Filter Piping	320		L.S.	\$12,507.98
			Gallery North Mechanical	320		L.S.	\$70,496.18
			Gallery South Mechanical	320		L.S.	\$44,233.10
			Metals/Hatches	320		L.S.	\$8,529.84
			FRP	320		L.S.	\$9,091.14
			Insulation	320		L.S.	\$9,091.14
			Roof Hatches	320		L.S.	\$11,373.12
			Handrailing	320		L.S.	\$5,686.56
			Propane Tank	320		L.S.	\$5,686.56
			HVAC Components	320		L.S.	\$2,843.28
05-5	2005	Grimm Spring Slow Sand Filt. Plant					
			Power Distribution	320		L.S.	\$8,328.43
			Duct Banks, Trenching & Conc.	320		L.S.	\$6,523.93
			Services and Feeders	320		L.S.	\$23,185.10
			Branch Power and Lighting	320		L.S.	\$23,185.10
			Instrument Feeders	320		L.S.	\$13,827.77
			RTU Panel	320		L.S.	\$38,870.30
			Instrumentation	320		L.S.	\$40,258.37

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
05-8	2005	Neal's Run WTP - Plant Equipment					
			11' x 17.5' Vessel	320	1	Each	\$225,578.31
			18" Greensand	320		L.S.	\$11,001.25
			12" Anthracite	320		L.S.	\$11,001.25
			Airwash Blower	320	1	Each	\$11,001.25
			8" Valves	320	2	Each	\$5,501.96
			6" Valves	320	9	Each	\$9,351.73
			4" Valves	320	1	Each	\$4,400.50
			3" Valves	320	3	Each	\$7,151.48
			2" Valves	320	4	Each	\$8,250.27
07-2	2007	Neal's Run WTP - Conc. & Gen Constr.	Pipe Work	320		L.S.	\$35,000.00
07-3	2007	Neal's Run WTP - Electrical & Telem.					
			Service Ent. Conduit & Wiring	320		L.S.	\$9,141.59
			Service Dist. Equipment	320		L.S.	\$19,046.96
			Service Dist. Conduit & Wir.	320		L.S.	\$12,186.62
			Light & Power	320		L.S.	\$21,859.77
			Control Conduit & Wiring	320		L.S.	\$10,647.76
			RTU Panel	320		L.S.	\$57,895.26
			VFD Equipment	320		L.S.	\$37,411.71
			VFD Condition & Wiring	320		L.S.	\$6,097.28
			Programming, Conduit, Wir.	320		L.S.	\$43,634.58
			Pumps, Conduit, Wiring	320		L.S.	\$6,538.32
N/A	2023	Pritts Spring WTP Improvements					
			Fiberglass Baffle Walls	320	7	Each	\$80,500.00
			Piping Modifications	320		L.S.	\$150,100.00
			6" Electric Actuated Valves	320	3	Each	\$15,000.00
			CL17 Chlorine Analyzer	320	1	Each	\$10,000.00
			Electrical/SCADA Modifications	320		L.S.	\$40,000.00
N/A	2023	Grimm Spring WTP Improvements					
			15,000 Gallon Underground Fiberglass Tank	320		L.S.	\$85,000.00
			6" Electric Actuated Valves	320	5	Each	\$25,000.00
			6" DI Bypass Piping	320		L.S.	\$47,203.00
			Valve Control Building	320		L.S.	\$345,000.00
			pH Sensor, CL17, Temp. Sensor, Level Transmitter, Flow Meter	320		L.S.	\$65,000.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
<b>NARUC 330</b>							
Contract No. 2	1975	Water Distribution System - Storage Tanks					
			Fabrication of Tank #1 (Fowl Hill Tank)	330	1	L.S.	\$7,683.02
			Fabrication of Tank #2 (Henry Tank)	330	1	L.S.	\$24,307.99
			Erection of Tank #1	330	1	L.S.	\$10,423.49
			Erection of Tank #2	330	1	L.S.	\$18,407.96
			Painting of Tank #1	330	1	L.S.	\$5,277.32
			Painting of Tank #2	330	1	L.S.	\$12,672.39
Contract No. 3	1974	Water Distribution System - Tank Foundations					
			Site Work (Fowl Hill)	330	1	L.S.	\$1,917.75
			4" Temporary Inlet Line	330	1	L.S.	\$1,825.34
			Outside Piping	330	1	L.S.	\$2,028.38
			Ring Wall & Valve Pit Excavation & Backfill	330	1	L.S.	\$1,239.95
			Ring Wall Concrete	330	1	L.S.	\$4,028.04
			Valve Pit Ground Slab Concrete	330	1	L.S.	\$810.15
			Valve Pit Wall Concrete	330	1	L.S.	\$2,958.03
			Valve Pit Top Slab & Beam Concrete	330	1	L.S.	\$731.61
			Reinforcing Steel	330	1	L.S.	\$2,013.02
			Access Hatch	330	1	Each	\$316.17
			Mechanical	330	1	L.S.	\$5,616.25
			Sand Fill	330	1	L.S.	\$632.34
			Site Work (Henry)	330	1	L.S.	\$4,592.20
			Outside Piping	330	1	L.S.	\$4,919.43
			Ring Wall & Valve Pit Excavation & Backfill	330	1	L.S.	\$2,083.20
			Ring Wall Concrete	330	1	L.S.	\$8,989.85
			Valve Pit Ground Slab Concrete	330	1	L.S.	\$1,376.31
			Valve Pit Wall Concrete	330	1	L.S.	\$2,969.39
			Valve Pit Top Slab & Beam Concrete	330	1	L.S.	\$1,365.95
			Reinforcing Steel	330	1	L.S.	\$3,492.60
			Sand Fill	330	1	L.S.	\$1,123.32
			Access Hatch	330	1	Each	\$316.17
			Mechanical	330	1	L.S.	\$6,114.93
			Site Work (Pressure Red. Station)	330	1	L.S.	\$45.45
			Excavation & Backfill	330	1	L.S.	\$415.44
			Concrete Ground Slab	330	1	L.S.	\$562.16
			Concrete Walls	330	1	L.S.	\$1,146.05
			Concrete Top Slab	330	1	L.S.	\$572.52
			Reinforcing Steel	330	1	L.S.	\$442.17
			MH Frame & Cover	330	1	Each	\$121.00
			Mechanical	330	1	L.S.	\$2,989.16

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**APPENDIX A**  
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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Site Work (Booster Pump Station)	330	1	L.S.	\$249.99
			Excavation & Backfill	330	1	L.S.	\$384.35
			Concrete Ground Slab	330	1	L.S.	\$735.61
			Concrete Walls	330	1	L.S.	\$1,659.39
			Concrete Top Slab	330	1	L.S.	\$572.52
			Concrete Encasement	330	1	L.S.	\$272.72
			Reinforcing Steel	330	1	L.S.	\$575.52
			Access Hatch	330	1	Each	\$531.07
			Mechanical	330	1	L.S.	\$6,862.40
			Site Work (Chlorination Station & Spring Collection Basin)	330	1	L.S.	\$425.80
			Excavation & Backfill	330	1	L.S.	\$768.70
			Concrete Ground Slab	330	1	L.S.	\$2,364.28
			Concrete Walls	330	1	L.S.	\$4,834.82
			Concrete Top Slab & Stairs	330	1	L.S.	\$857.61
			Reinforcing Steel	330	1	L.S.	\$1,519.04
			Handrail	330	1	L.S.	\$142.72
			Access Hatch	330	1	Each	\$316.17
			Masonry	330	1	L.S.	\$785.43
			Doors	330	1	L.S.	\$531.07
			Roof & Framing	330	1	L.S.	\$1,037.42
			Stone & Earth Fill	330	1	L.S.	\$785.43
			Painting	330	1	L.S.	\$446.53
			Mechanical	330	1	L.S.	\$2,991.62
			Excavation, Concrete, Sand Fill and Gravel	330	1	L.S.	\$1,003.33
			Aluminum Door	330	1	L.S.	\$295.09
84-1	1984	Pleasant Hill Area Water Distribution System	Water Tank Site Work tank, piping & valves	330	L.S.	L.S.	\$89,000.00
8703	1987	Clinton Water Storage Tank					
			Roadway	330	1	L.S.	\$8,801.25
			Sitework	330	1	L.S.	\$45,108.75
			Ringwall and Piping	330	1	L.S.	\$17,603.75
			Tank Fabrication and Delivery	330	1	L.S.	\$52,912.00
			Tank Erection	330	1	L.S.	\$12,806.25
90-2	1990	White Mountain Water Storage Tank					
			Tank & Dome Fabrication & Delivery	330	L.S.	L.S.	\$153,549.71
			Foundation & Piping	330	L.S.	L.S.	\$51,039.94

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
90-3	1990	White Mountain Water Storage Tank Painting		330			\$25,576.96
9008	1990	Clinton Tank Electrical Service and Equipment Vault		330	1	L.S.	\$35,883.00
94-1A	1994	Donegal Area Water System	4" PVC Tank Drain - County Line Tank	330	265	L.F.	\$3,975.00
			6" Tank Drain - McClure Tank	330	80	L.F.	\$1,200.00
94-3	1996	Donegal Area Water System - Storage Facilities					
			Concrete Work	330	1	L.S.	\$54,433.00
			Backfill	330	1	L.S.	\$3,708.41
			Install Tanks	330	1	L.S.	\$258,567.47
			Piping	330	1	L.S.	\$7,674.07
			Vaults	330	1	L.S.	\$34,640.48
			Fence	330	1	L.S.	\$8,660.12
			Landscaping and Paving	330	1	L.S.	\$5,566.20
9909	1999	Law's Hill Area Water Dist. System - Water Storage Tank					
			Water Tank	330	1	L.S.	\$76,588.84
			Foundation	330	1	L.S.	\$33,859.24
			Waterline	330	1	L.S.	\$28,216.36
			Access Road	330	1	L.S.	\$28,216.36
			Telemetry Manhole	330	1	L.S.	\$2,256.76
			Drain Line for Manhole	330	1	L.S.	\$2,256.76
			Splash Pad	330	1	L.S.	\$564.68
02-2	2002	Stewart Twp Water Syst. Ext. - SR 381 & Maple Summit WSTs					
			Clear and Grubb	330		L.S.	\$10,489.77
			Grade Roadway & Ditch Work	330		L.S.	\$9,559.48
			Exc. Tank Found./Bulk Exc.	330		L.S.	\$35,945.77
			Tank Foundation in Place	330		L.S.	\$39,466.01
			Backfill	330		L.S.	\$5,269.88
			Site Water Piping w/Testing	330		L.S.	\$27,286.59
			Site Drain Piping	330		L.S.	\$23,275.74
			Stormwater Road Cross. Pipe	330		L.S.	\$4,344.59
			Vault with Drain Outlet	330		L.S.	\$24,671.65
			Interior Vault Piping	330		L.S.	\$23,275.74
			Road Finish Stone/Parking	330		L.S.	\$1,123.10
			Landscape	330		L.S.	\$8,061.70
			Fencing	330		L.S.	\$8,061.70
			Tank In Place	330		L.S.	\$261,318.95

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Grade Roadway & Ditch Work	330		L.S.	\$27,124.72
			Exc. Tank Found./Bulk Exc.	330		L.S.	\$43,264.05
			Tank Foundation in Place	330		L.S.	\$34,327.06
			Site Water Piping w/Testing	330		L.S.	\$49,637.03
			Site Drain Piping	330		L.S.	\$30,841.82
			Stormwater Road Cross. Pipe	330		L.S.	\$3,105.56
			Meter Vault	330		L.S.	\$925.29
			Interior Vault Piping	330		L.S.	\$809.36
			Road Finish Stone/Parking	330		L.S.	\$9,928.22
			Landscape	330		L.S.	\$5,583.63
			Fencing	330		L.S.	\$9,316.67
			Tank In Place	330		L.S.	\$122,457.94
N/A	2012	Acquisition of Ohiopyle Water System					
			Ohiopyle Tank	330		L.S.	\$10,000.00
15-1	2015	Pleasant Hill Water Storage Tank					
			Tank and Dome Materials	330		L.S.	\$162,356.43
			Tank Installation	330		L.S.	\$87,515.07
			Foundation and Materials	330		L.S.	\$22,055.88
			Foundation Installation	330		L.S.	\$29,110.26
			Sitework and Pipe	330		L.S.	\$107,452.88
			Fence	330		L.S.	\$18,609.48
22-2	2022	New Clinton Tank Const. & Site Impr.					
			Pressure Sensor	330		L.S.	\$7,093.35
			Road	330		L.S.	\$82,730.98
			Drainage System	330		L.S.	\$42,547.46
			Yard Piping	330		L.S.	\$70,912.94
			Tank Foundation	330		L.S.	\$119,367.82
			Tank Material	330		L.S.	\$220,999.08
			Tank/Tideflex Installation	330		L.S.	\$197,123.29
			Fence	330		L.S.	\$48,454.88
			Tideflex in Existing Tank	330		L.S.	\$114,878.12
<b>NARUC 331</b>							
Contract No. 1	1975	Water Distribution System - Water Lines					
			12" DIP	331	24,225	L.F.	\$389,444.59
			8" DIP	331	56,489	L.F.	\$561,647.91
			6" DIP	331	38,764	L.F.	\$258,770.89
			12" Gate Valve & Box	331	19	Each	\$6,695.36

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			8" Gate Valve & Box	331	50	Each	\$10,669.38
			6" Gate Valve & Box	331	27	Each	\$4,043.67
			2" Blowoff	331	4	Each	\$629.86
			Concrete Encasement - 12" Pipe	331	310	L.F.	\$3,322.96
			Concrete Encasement - 8" Pipe	331	395	L.F.	\$4,232.43
			Concrete Encasement - 6" Pipe	331	220	L.F.	\$2,343.82
			24" Steel Casing	331	25	L.F.	\$1,608.99
			16" Steel Casing	331	250	L.F.	\$10,669.38
			8" DI River Crossing Pipe	331	1	L.F.	\$8,535.50
N/A	1976	Herman Extension Water Line	Unknown Size	331	1,500	L.F.	\$1,507.00
N/A	1976	Pine Slopes Extension Water Line	2" Water Line	331	900	L.F.	\$1,000.00
N/A	1977	Branson Extension	6" Water Line	331	2,200	L.F.	\$2,072.00
N/A	1977	Thomas Extension	2" Water Line	331	320	L.F.	\$508.00
N/A	1977	Coffman Extension	6" PVC Pipe	331	2,470	L.F.	\$8,448.00
77-1	1978	ar Run Road and Village of White Area Water Line Extension					
			6" DIP	331	1,926	L.F.	\$20,994.60
			6" PVC	331	13,614	L.F.	\$121,472.17
			6" Gate Valves & Boxes	331	9	Each	\$1,620.94
			12" Casing	331	150	L.F.	\$4,635.88
			6" PVC	331	4,935	L.F.	\$38,437.56
N/A	1979	Wm. Hurst Extension	2" PVC Pipe	331	120	L.F.	\$442.00
N/A	1979	Maddas/Campbell Extension	2" PVC Pipe	331	520	L.F.	\$863.00
N/A	1979	Robert May Extension	2" Water Line	331	400	L.F.	\$2,140.00
N/A	1981	D. Firestone Extension	2" Water Line	331	320	L.F.	\$308.00
N/A	1981	S. Brooks Extension	2" Water Line	331	400	L.F.	\$457.00
N/A	1982	Andrew Miller Extension	2" Water Line	331	340	L.F.	\$693.00
N/A	1982	Delbert Barnes Extension	2" Water Line	331	1,700	L.F.	\$1,293.00

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	1982	Back Creek Project	6" Water Line	331	3,200	L.F.	\$40,700.00
N/A	1983	Melcroft 2 Dist. Line Repl. Project	6" Water Line	331	1,760	L.F.	\$33,810.00
N/A	1984	Ken Fenwick Extension	2" Water Line	331	400	L.F.	\$500.00
N/A	1984	Fred Mariano Extension	2" Water Line	331	300	L.F.	\$1,022.00
N/A	1984	Ritenour/Spargur Extension	2" Water Line	331	1,000	L.F.	\$909.00
N/A	1984	Henry/Ranker/Soberdash Extension	2" Water Line	331	2,350	L.F.	\$1,315.00
N/A	1984	Elsley Witt Extension	2" Water Line	331	2,540	L.F.	\$1,600.00
N/A	1984	Doss/Bigam Extension	2" Water Line	331	280	L.F.	\$287.00
84-1	1984	Pleasant Hill Area Water Distribution System					
			8" DIP	331	9,225	L.F.	\$182,261.93
			8" PVC	331	8,975	L.F.	\$162,078.19
			6" PVC	331	5,625	L.F.	\$89,390.16
			2" PVC	331	1,027	L.F.	\$12,411.14
			8" Valves	331	12	Each	\$5,848.58
			6" Valves	331	4	Each	\$1,465.35
			1" Blowoff	331	1	Each	\$262.46
			2" Blowoff	331	2	Each	\$876.79
N/A	1985	John May Extension (School St, Normalvile)	2" PVC Pipe	331	100	L.F.	\$312.00
N/A	1985	Elvin Witt Extension	2" PVC Pipe	331	1,120	L.F.	\$1,760.00
N/A	1985	Prinkey/Crouse Extension	6" DIP	331	180	L.F.	\$1,260.00
N/A	1986	Marino Extension (off Roaring Run Rd)	2" Water Line	331	300	L.F.	\$1,023.00
N/A	1986	Repl. Of Melcroft #1 Water Main	6" DIP	331	225	L.F.	\$2,700.00
N/A	1987	Castelli Extension					
			6" PVC Pipe	331	640	L.F.	\$2,000.00
			2" Water Line	331	700	L.F.	\$1,700.00
N/A	1987	Meyer's Extension	2" Water Line	331	440	L.F.	\$310.00

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	1987	Peck Extension	2" Water Line	331	320	L.F.	\$550.00
N/A	1988	White Mtn. Assoc. Extension					
			2" Water Line	331	475	L.F.	\$600.00
			4" Water Line	331	525	L.F.	\$800.00
87-1	1987	Alpine Valley Resort Water Metering Facility	16" Diameter Bored	331	30	L.F.	\$1,950.00
			2" Class 52 DI Pipe	331	40	L.F.	\$648.00
			4" Resilient Seat Gate Valve	331	5	Each	\$1,500.00
			6" Resilient Seat Gate Valve	331	1	Each	\$350.00
			8x8x6 Anchor Tee	331	1	Each	\$175.00
			8" Sleeve	331	1	Each	\$150.00
			4" Anchor Coupling	331	12	Each	\$900.00
			4" 90 Bend	331	2	Each	\$160.00
			4" MJ Tee	331	2	Each	\$240.00
			Precast Concrete Valve Pit	331	1	Each	\$8,500.00
8727	1987	Pritts Spring Transmission Main Replacement					
			6" PVC Pipe	331	7,915	L.F.	\$83,873.50
88-1	1988	Pritt Springs Water Transmission Main-Phase II					
			8" PVC	331	4,694	L.F.	\$77,475.94
			8" DIP	331	536	L.F.	\$8,846.88
			8" Valves	331	3	Each	\$1,386.28
			1" Air Release Vault	331	1	L.S.	\$2,200.90
8807	1989	Water System Extension - Rogers Mills Area					
			8" PVC	331	4,240	L.F.	\$73,007.80
			8" DIP	331	7,875	L.F.	\$135,600.28
			12" Tap Tee & 8" Tap Valve	331	1	Each	\$1,588.92
			Steel Casing	331	40	L.F.	\$2,670.20
			6" Valve & Box	331	5	Each	\$2,500.90
			8" Valve & Box	331	4	Each	\$2,447.04
			Concrete Encasement	331	165	L.F.	\$4,618.06
			6" DIP	331	8,623	L.F.	\$130,099.48
			2" Blowoff	331	1	Each	\$444.32
			3" Valve & Box	331	1	Each	\$329.70
			3" DIP	331	800	L.F.	\$11,131.26
			1" Blowoff	331	1	Each	\$336.74
			8" High Pressure Valves	331	4	Each	\$2,893.36

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			6" High Pressure Valves	331	4	Each	\$2,447.04
			8" Valves, Cut-In	331	6	Each	\$6,729.36
			6" Water Line	331	50	L.F.	\$5,357.40
N/A	1988	Senior Extension	2" Water Line	331	200	L.F.	\$115.00
N/A	1988	Shipley Extension	6" Water Line	331	170	L.F.	\$650.00
N/A	1989	Shepler Extension	2" Water Line	331	260	L.F.	\$275.00
N/A	1989	Firestone Extension	2" Water Line	331	230	L.F.	\$200.00
8718A	1987	Clinton Area Water Dist. System					
			8" Waterline	331	11,300	L.F.	\$136,086.72
			6" Waterline	331	1,920	L.F.	\$17,254.81
			8" Valve Boxes	331	7	Each	\$4,628.47
8718B	1988	Clinton Area Water Dist. System					
			8" SDR 21 CL 200 PVC	331	4,810	L.F.	\$99,142.05
			8" SDR 21 CL 150 PVC	331	5,095	L.F.	\$96,095.74
			6" SDR 21 CL 150 PVC	331	3,155	L.F.	\$52,728.64
			2" PVC	331	645	L.F.	\$6,465.48
8922	1989	Hawkins Hollow Road Area					
			6" DIP	331	4,535	L.F.	\$51,760.85
			6" Valve	331	8	Each	\$3,994.54
			8" Valve	331	1	Each	\$570.31
			6"x6" Anchor Tee	331	6	Each	\$1,027.19
			4" Strainer	331	1	Each	\$1,864.68
			Pressure Relief Valve	331	1	Each	\$4,565.64
8923	1989	Pritts Spring Phase III					
			8" DIP	331	3,095	L.F.	\$61,480.65
			8" Valves	331	2	Each	\$1,324.10
			6" Valves	331	4	Each	\$2,207.40
			6"x6" Anchor Tee	331	4	Each	\$662.05
			Pressure Reducing Vault	331	L.S.	L.S.	\$22,071.45
			6" Strainer	331	1	Each	\$2,068.80
			6" Valve	331	1	Each	\$441.65
			8" Tee	331	1	Each	\$253.80
			6" Plug	331	1	Each	\$55.10

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
90-1	1990	Water System Improvements					
			8" DIP	331	11,350	L.F.	\$280,385.97
			6" DIP	331	7,945	L.F.	\$178,185.74
			8" Valve & Box	331	17	Each	\$15,555.41
			6" Valve & Box	331	27	Each	\$19,757.78
			Blow Off	331	1	Each	\$664.77
			Bore 16"	331	50	L.F.	\$7,627.20
			Bore 14"	331	30	L.F.	\$3,590.35
			Pressure Reducing Vault	331	6	Each	\$33,306.14
			Pressure Regulator Vault	331	1	Each	\$40,556.83
			Pressure Relief Valve Vault	331	1	Each	\$23,182.62
			Altitude Valve Vault	331	1	Each	\$96,052.06
			Meter Vault	331	1	Each	\$8,542.98
9011	1990	Critchfield Road-Doug Hill Road Area Water System Ext.					
			8" DIP	331	4,285	L.F.	\$95,716.40
			6" DIP	331	5,315	L.F.	\$93,464.30
			8" C900 PVC	331	4,560	L.F.	\$97,527.69
			8" Valve & Box	331	6	Each	\$2,850.76
			6" Valve & Box	331	5	Each	\$1,662.95
			2" Blowoff	331	1	Each	\$475.12
			6" Valves & Anchor Tees	331	13	Each	\$4,325.59
9014	1990	Jockey Knob Road WLE					
			6" C900	331	5,375	L.F.	\$86,407.63
			6" Gate Valves	331	7	Each	\$3,104.38
			6"x6"x6" Hydrant Tees	331	6	Each	\$997.90
			6" Plug	331	1	Each	\$280.59
N/A	1991	Imel Road Extension	6" Ductile Iron Water Line	331	5,400	L.F.	\$87,026.00
N/A	1991	Sparks Extension	2" Water Line	331	475	L.F.	\$275.00
N/A	1991	Richard Thorn Extension	6" Water Line	331	1,840	L.F.	\$25,710.00
N/A	1991	Pelliccione Extension	2" Water Line	331	850	L.F.	\$775.00
N/A	1991	Mastriano Extension (off Fair Road)	2" Water Line	331	80	L.F.	\$340.00

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
9109	1991	Upper Melcroft Project					
			8" DIP	331	10,675	L.F.	\$250,303.06
			8"x6" Anchor Tees	331	10	Each	\$1,930.31
			8"x8" Tees	331	5	Each	\$826.57
			8" Gate Valves	331	7	Each	\$2,759.35
			6" Gate Valves	331	10	Each	\$4,689.66
			8" M.J. Bonds	331	10	Each	\$1,103.74
			1" Air Release Vault	331	1	Each	\$826.57
			2" Blowoff Assembly	331	1	Each	\$1,103.74
9112	1991	Hawkins Hollow Road Area - Phase II					
			6" Waterline	331	4,645	L.F.	\$75,695.87
			6" Valves	331	4	Each	\$2,121.13
9208	1992	Hampton Rd Area Water System Ext.					
			8" Gate Valves	331	5	Each	\$3,725.92
			6" Gate Valves	331	17	Each	\$9,513.28
			2" Gate Valves	331	5	Each	\$1,655.65
			6"x8" Reducer	331	1	Each	\$147.45
			8" DIP	331	5,801	L.F.	\$126,527.91
			8"DIP R.J.	331	220	L.F.	\$5,285.28
			6" DIP	331	80	L.F.	\$1,567.96
			8" PVC	331	4,727	L.F.	\$87,448.50
			6" PVC	331	827	L.F.	\$13,474.36
			4" PVC	331	744	L.F.	\$11,908.68
			2" PVC	331	1,541	L.F.	\$21,856.08
			8" 11 Degree Bend	331	2	Each	\$572.77
			8" 22 Degree Bend	331	9	Each	\$2,578.88
			8" 45 Degree Bend	331	3	Each	\$559.27
			6" 45 Degree Bend	331	3	Each	\$450.30
			8"x8"x8" Tee	331	1	Each	\$241.49
			8"x8"x6" Tee	331	2	Each	\$448.15
			8"x8"x6" Anchor Tee	331	11	Each	\$2,717.60
			6"x6"x6" Tee	331	1	Each	\$197.51
			6"x6"x6" Anchor Tee	331	1	Each	\$217.81
			Flushing Hydrant	331	4	Each	\$3,222.81
			6" Cap	331	1	Each	\$65.36
			6" Cap w/ 2" Tap	331	1	Each	\$70.66
			4" Cap w/ 2" Tap	331	1	Each	\$65.66
			6" Plug w/ 2" Tap	331	2	Each	\$129.62
			2" Plug	331	2	Each	\$83.49

APPENDIX A  
ORIGINAL COST OF INVENTORY/ASSETS

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			1" Air Release	331	5	Each	\$1,655.65
			2" Air/Vacuum Release	331	2	Each	\$4,524.50
N/A	1993	Fulton Extension	2" Water Line	331	860	L.F.	\$11,800.00
N/A	1993	Work Extension	2" Water Line	331	800	L.F.	\$13,100.00
N/A	1993	Firestone II Extension	2" Water Line	331	110	L.F.	\$1,150.00
N/A	1993	Phillips Extension	2" Water Line	331	200	L.F.	\$3,400.00
N/A	1993	Gallo Extension	2" Water Line	331	100	L.F.	\$1,000.00
9315	1993	Mt. Tabor Rd - WLE					
			6" PVC	331	5,060	L.F.	\$70,684.43
			6" Gate Valves	331	1	Each	\$1,419.57
9405	1994	Shroyer Corner Area Water System Ext.					
			8" Valves	331	5	Each	\$2,779.72
			8" 45 Degree Bend	331	11	Each	\$2,446.96
			8" 22.5 Degree Bend	331	1	Each	\$277.72
			8"x6" Reducer	331	1	Each	\$167.64
			8"x6"x6" Anchor Tee	331	8	Each	\$2,011.60
			8"x6"x6" Tee	331	1	Each	\$221.98
			8" Plug	331	1	Each	\$90.08
			6" Valves	331	16	Each	\$8,003.88
			6"x6"x6" Tee	331	3	Each	\$582.96
			6" Plug	331	1	Each	\$67.56
			6" Plug w/ 2" Tap	331	3	Each	\$217.68
			6"x6"x6" Anchor Tee	331	2	Each	\$445.36
			2" Flushing Hydrant	331	3	Each	\$2,502.00
			2" 90 Degree Bend	331	1	Each	\$32.52
			2" Brass Nipples	331	6	Each	\$167.64
			2" Screwed Ball Valves	331	1	Each	\$40.04
			2" Ball Valve	331	2	Each	\$110.08
			2" 11.25 Degree Bend	331	1	Each	\$32.52
			1" Comb. Air/Vacuum Rel. Vlv.	331	3	Each	\$6,670.32
			8" Pipe	331	8,931	L.F.	\$170,787.00
			6" Pipe	331	1,517	L.F.	\$27,322.20
			2" Pipe	331	2,170	L.F.	\$25,645.06

Indian Creek Valley Water Authority  
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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
9406	1994	White-Bear Rocks Area Water Sys. Ext.					
			6" Gate Valves	331	9	Each	\$4,499.54
			8"x6" Reducer	331	1	Each	\$168.29
			8" 90 Degree Bend	331	12	Each	\$2,666.76
			8"x6" Anchor Tees	331	9	Each	\$2,299.71
			6" Cap	331	1	Each	\$66.46
			8" Gate Valves	331	7	Each	\$3,890.26
			8" 22.5 Degree Bend	331	2	Each	\$246.70
			8" PVC	331	7,845	L.F.	\$159,610.50
			6" PVC	331	2,275	L.F.	\$45,098.69
			6" Water Line	331	700	L.F.	\$28,335.56
N/A	1994	Berger Extension	2" Water Line	331	250	L.F.	\$225.00
N/A	1994	Freeman Extension	2" Water Line	331	680	L.F.	\$756.00
N/A	1994	Pirl Extension	2" Water Line	331	460	L.F.	\$5,400.00
94-1A	1994	Donegal Area Water System - Water Lines					
			8" DIP	331	13,515	L.F.	\$477,834.96
			6" DIP	331	4,000	L.F.	\$127,235.66
			8" PVC	331	4,100	L.F.	\$121,333.34
			6" PVC	331	1,762	L.F.	\$52,138.01
			Pressure Regulator Vault	331	1	Each	\$55,412.71
			Pressure Relief Vault	331	1	Each	\$13,858.03
			Concrete Encasement	331	90	L.F.	\$5,982.01
			8" Valves and Boxes	331	12	Each	\$7,317.81
			6" Valves & Boxes	331	5	Each	\$2,357.80
			8 x 6 Anchor Tee	331	19	Each	\$5,264.11
			6 x 6 Anchor Tee	331	10	Each	\$2,771.61
			2" Flushing Hydrant	331	1	Each	\$887.30
			6" Ductile Iron Water Line	331			\$53,623.11
			8" Ductile Iron Water Line	331			\$64,285.73
			6" Valves	331			\$1,216.40
			8" Valves	331			\$887.30
94-1B	1994	Donegal Area Water System - Water Lines					
			8" Ductile Iron Class 51 Waterline	331	11,280	L.F.	\$390,060.00
			2" PVC	331	1,335	L.F.	\$26,700.00
			8" Valve & Box	331	8	Each	\$7,200.00
			6" Valve & Box	331	12	Each	\$7,200.00

Indian Creek Valley Water Authority  
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**APPENDIX A**  
**ORIGINAL COST OF INVENTORY/ASSETS**

 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			2" Flushing Hydrant	331	3	Each	\$2,400.00
			16" Bore	331	85	L.F.	\$14,025.00
			6" Bore	331	60	L.F.	\$6,000.00
			Concrete Encasement	331	65	L.F.	\$3,250.00
94-1C	1994	Donegal Area Water System - Water Lines					
			2" Flushing Hydrant	331	2	Each	\$1,697.26
			12" PVC	331	1,790	L.F.	\$71,865.59
			8" PVC, DR 18	331	7,560	L.F.	\$216,775.75
			8" PVC, DR 25	331	1,180	L.F.	\$18,940.29
			8" DIP	331	2,505	L.F.	\$70,393.86
			6" PVC	331	3,645	L.F.	\$83,605.78
			2" PVC	331	560	L.F.	\$6,421.19
94-1D	1994	Donegal Area Water System - Water Lines					
			2" PVC	331	2,910	L.F.	\$71,402.56
			6" PVC	331	6,145	L.F.	\$201,037.50
			8" PVC	331	16,680	L.F.	\$643,152.17
			16" Casing, Bored	331	413	L.F.	\$168,903.77
			2" Air/Vac Valves	331	2	Each	\$7,013.42
			2" Flushing Hydrant	331	5	Each	\$7,013.42
94-1E	1994	Donegal Area Water System - Water Lines					
			8" Valves	331	6	Each	\$3,739.28
			8" DIP	331	5,500	L.F.	\$132,674.31
			8" PVC	331	5,690	L.F.	\$116,050.93
9502	1995	Camp Wildwood Rd WLEs					
			8" Ductile Iron Class 51 Waterline	331	12,606	L.F.	\$195,269.20
			8" Valve & Box	331	13	Each	\$9,549.56
			1" Air Release	331	3	Each	\$2,033.24
9524	1996	Water System Ext. - Clinton Ridge Area	8" PVC Water Line	331	4,780	L.F.	\$124,745.00
N/A	1996	Resh Extension	2" Water Line	331	940	L.F.	\$14,530.00
N/A	1996	Thomas Tindall Extension	2" Water Line	331	620	L.F.	\$13,650.00
N/A	1996	Willow Creek Extension	2" Water Line	331	300	L.F.	\$5,008.00

Indian Creek Valley Water Authority  
Fayette and Westmoreland Counties, Pennsylvania

**APPENDIX A**  
**ORIGINAL COST OF INVENTORY/ASSETS**

 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
96-1	1996	S.R. 0381 Water Line Relocation & Abandonment					
			6" Ductile Iron Pipe	331	110	L.F.	\$3,599.20
			110 L.F. 6" DI Pipe, Pressure Regulator Vault	331	1	L.S.	\$34,152.80
			Pressure Regulator Vault	331	1	L.S.	\$18,150.00
9710	1997	Hawkins Hollow Road Area - Phase III					
			8" PVC	331	10,100	L.F.	\$211,721.61
			8" Gate Valves	331	9	Each	\$5,300.22
			1" Manual Air Release	331	3	Each	\$1,060.04
			1" Air/Vacuum Release	331	1	Each	\$2,943.45
9819	1997	Water System Ext. - Weyand Road Area					
			6" DIP	331	2,015	L.F.	\$59,900.00
N/A	1998	B. Sodrosky Extension (off Pritts Dist. Rd)	2" Water Line	331	470	L.F.	\$10,797.00
N/A	1998	R. Solomon Extension	2" Water Line	331	120	L.F.	\$10,210.00
N/A	1998	R. Meyers Extension	2" Water Line	331	240	L.F.	\$361.00
N/A	1999	Mark Ridgeway Extension	2" Water Line	331	700	L.F.	\$2,949.00
N/A	1999	Colborn/Smith Extension	2" Water Line	331	700	L.F.	\$15,000.00
N/A	1999	Dennis White Extension	2" Water Line	331	1,100	L.F.	\$7,600.00
N/A	1999	Gualtieri Extension	2" Water Line	331	350	L.F.	\$3,866.00
	1999	Hellen Ridge Estates Water Line Extension	6" PVC	331	560	L.F.	\$18,000.00
N/A	1999	Turnpike Maintenance Facility Extens.	8" Water Line	331	1,750	L.F.	\$91,500.00
9908	1999	Water Distribution System - Law's Hill Area - Water Lines					
			8" Ductile Iron Pipe	331	1,647	L.F.	\$32,630.40
			8" PVC	331	3,487	L.F.	\$48,945.76
			4" PVC Pipe	331	2,518	L.F.	\$30,921.02
			Stream Crossing	331	1	Each	\$7,007.10
N/A	2001	Mattei Extension	6" DIP	331	830	L.F.	\$18,558.00
N/A	2001	Starkey Extension	6" DIP	331	740	L.F.	\$13,622.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2001	A. Sherbondy Extension	2" PVC Water Line	331	960	L.F.	\$2,452.00
01-1	2001	SR 0653 Water Main Relocation					
			8" DIP	331	333	L.F.	\$20,429.20
			Stream Crossing	331	35	L.F.	\$6,170.80
N/A	2002	J. Meyers (Wash Run Road)	2" PVC Water Line	331	240	L.F.	\$4,026.00
02-1A	2002	Stewart Twp Water Syst. Ext. - Mains					
			8" DIP	331	18,130	L.F.	\$606,772.84
			8" Gate Valves	331	14	Each	\$13,328.33
			8" Megalugs	331	94	Each	\$8,565.55
			1" Manual Air Release	331	4	Each	\$3,508.09
			2" Comb. Air/Vacuum & Vlt.	331	1	Each	\$3,258.42
			16" steel casing (bore)	331	56	L.F.	\$15,288.38
			8" Gate Valves	331	2	Each	\$1,901.38
			Additonal Megalugs	331	4	Each	\$384.01
02-1B	2002	Stewart Twp Water Syst. Ext. - Mains					
			8" DIP	331	22,220	L.F.	\$524,767.93
			8" DIP R.J.	331	1,475	L.F.	\$42,173.57
			1" Manual Air Release	331	3	Each	\$1,121.67
			2" Blowoff	331	4	Each	\$2,490.01
			8" Valve & Box	331	24	Each	\$18,640.10
			6" Valve & Box	331	5	Each	\$2,638.35
			16" Bore	331	40	L.F.	\$4,968.36
0014	2002	Breakneck Rd WLE					
			Stream Crossings	331	1	Each	\$2,971.59
			8" Gate Valves	331	1	Each	\$831.99
			8" C900 PVC	331	4,100	L.F.	\$82,845.42
0208	2002	SR 381 Mill Run Rd WLE	8" Class 51 DIP	331	4,930	L.F.	\$130,907.25
0216	2002	Buttermilk Hollow Rd WLE					
			8" Class 51 DIP	331	11,280	L.F.	\$306,028.42
			2" PVC Waterline	331	1,050	L.F.	\$13,054.44
			8" Gate Valves	331	8	Each	\$5,423.79
			Stream Crossings	331	2	Each	\$2,261.44
			8" DIP	331	2,325	L.F.	\$68,334.54

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			8" Gate Valves	331	1	Each	\$841.32
			8" Megalugs	331	6	Each	\$371.28
			1" Manual Air Release	331	1	Each	\$341.28
			2" Type A Blowoff	331	1	Each	\$732.56
			Air Release	331	1	Each	\$171.35
N/A	2003	Springfield Elementary School	6" Ductile Iron Water Line	331	750	L.F.	\$38,805.00
N/A	2005	Yurchison Extension	2" Water Line	331	800	L.F.	\$13,642.00
N/A	2005	Robert Howe Extension	2" Water Line	331	180	L.F.	\$6,320.00
N/A	2005	Brent Miller Extension	2" Water Line	331	500	L.F.	\$11,000.00
N/A	2005	Municipal Building Road Project	6" Pressure Regulating Vault Station	331		L.S.	\$7,460.00
06-1	2006	Knopsider Road WLE					
			6" PVC Pipe	331	544	L.F.	\$35,875.03
			8" Valves	331	2	Each	\$2,590.67
			6" Valves	331	1	Each	\$942.12
			8" x 8" x 6" Tee	331	1	Lbs.	\$565.01
			8" Megalugs	331	8	Each	\$1,036.40
			6" Megalugs	331	5	Each	\$500.28
			8" Sleeve	331	1	Lbs.	\$268.24
			6" 22.5 Degree Bend	331	1	Lbs.	\$261.59
			2" Blow Off Unit	331	1	Each	\$985.61
N/A	2007	Dan Bigam Extension	2" Water Line	331	1,250	L.F.	\$3,308.00
N/A	2007	W. Springer Extension	2" Water Line	331	560	L.F.	\$1,992.00
07-4	2007	Mill Run Bridge WLR				L.S.	
			8" DIP	331	167	L.F.	\$39,112.21
			8" Sleeve	331	2	Each	\$511.91
			8" 45 Degree Bend	331	5	Each	\$1,303.46
			8" 22.5 Degree Bend	331	1	Each	\$233.40
			8" Cap	331	2	Each	\$242.65
			8" Megalugs	331	18	Each	\$1,437.15
			Concrete Encasement	331	50	L.F.	\$2,365.39

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
0704	2007	ICVWA Kooser Rd - Tabey Rd and SR653/Interconnection Waterlines					
		Phase I (Kooser Road - Tabey Road)	8" C909 Cl 150 PVC - Tabor	331	3,258	L.F.	\$85,814.78
			8" C909 Cl 150 PVC - Kooser	331	7,690	L.F.	\$324,104.27
			8" C909 Class 200 PVC Pipe	331	3,210	L.F.	\$147,978.39
			2" Cl 200 PVC - Porterfield	331	1,112	L.F.	\$19,768.32
			2" Cl 200 PVC - Hensher	331	325	L.F.	\$6,416.40
			Stream Crossings	331	2	Each	\$13,170.88
			8" Valves	331	10	Each	\$12,509.40
		Phase II (SR 653 and Interconnection)					
			8" Class 200 PVC Pipe	331	3,241	L.F.	\$123,732.41
			8" DIP	331	3,124	L.F.	\$161,896.53
			8" Valves	331	6	Each	\$7,223.73
			6" Valves	331	5	Each	\$2,976.64
			8" Megalugs	331	43	Each	\$3,814.74
			6" Megalugs	331	2	Each	\$152.98
			1" Manual Air Release	331	2	Each	\$1,333.64
			16" Casing for Road Bore	331	50	L.F.	\$11,091.67
10-1	2010	SR 1054 Sec F10 and H10 WLR					
			12" Waterline	331	132	L.S.	\$32,500.80
			8" Waterline	331	167	L.S.	\$32,500.80
			8" Valve	331	1	Each	\$1,211.60
			8" x 8" x 8" Tee	331	1	Each	\$418.44
			8" Plug	331	1	Each	\$127.78
			8" Megalugs	331	14	Each	\$396.58
N/A	2011	Holiday Inn Express Extension	6" PVC Water Line	331	250	L.F.	\$22,840.00
N/A	2011	Benji Miller Extension	2" PVC Water Line	331	340	L.F.	\$11,492.00
12-1	2012	SR 381 Section X00 WLR					
			8" DIP	331	7,000	L.F.	\$435,031.53
			Stream Crossings	331	1	L.S.	\$24,855.84
			8" DIP	331	45	L.F.	\$2,514.21
			8" 45 Degree Bend	331	2	Each	\$724.95
			8" Megalugs	331	4	Each	\$352.48
N/A	2012	Acquisition of Ohiopyle Water System					
			6" PVC Pipe	331	4,500	L.F.	\$5,000.00
			8" PVC Pipe	331	6,500	L.F.	\$8,000.00
			Gate Valves	331	37	Each	\$4,000.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2013	Yogi Bear Jellystone Park Extension	6" Ductile Iron Water Line	331	400	L.F.	\$27,250.00
N/A	2014	Ohiopyle Water Line Repl. - Parkview & Garfield	2" PVC Water Line	331	800	L.F.	\$26,368.00
1403	2015	Mt. Tabor Rd Water Line Extension					
			8" C900 DR14 PVC	331	11,553	L.F.	\$480,812.77
			8" Megalug - PVC	331	42	Each	\$4,355.78
			8" Gate Valve & Box	331	7	Each	\$11,695.50
			1" Air Release Valve (Manual)	331	1	Each	\$1,190.18
			1" Type A Blowoff Assembly	331	1	Each	\$1,783.77
N/A	2015	Recirculation Pressure Valve		331	1	Each	\$5,174.08
N/A	2015	Pressure Reducing Valve		331	1	Each	\$4,509.00
N/A	2016	PennDOT WLR - SR 1050 Champion Creek	8" Water Line	331	480	L.F.	\$125,000.00
N/A	2016	PennDOT WLR - SR 1058 Roaring Run	8" Water Line	331	196	L.F.	\$125,000.00
N/A	2016	PennDOT WLR - SR 1058 Indian Creek	8" Water Line	331	313	L.F.	\$125,000.00
N/A	2016	PennDOT WLR - SR 1001 Mill Run	6" Water Line	331	362	L.F.	\$125,001.00
N/A	2016	PennDOT WLR - SR 1003 Laurel Run	8" Water Line	331	354	L.F.	\$125,001.00
N/A	2018	Sandy Flat Rd (Lembo Extension)	6" Water Line	331	560	L.F.	\$36,775.00
N/A	2019	PennDOT WLR - SR 31x10	8" Water Line	331	5,020	L.F.	\$733,297.00
N/A	2020	PennDOT Ohiopyle SR381 OMG					
			6" Water Line	331	745	L.F.	\$247,000.00
			8" Water Line	331	1,838	L.F.	\$703,000.00
<b>NARUC 333</b>							
Contract No. 1	1975	Water Distribution System - Water Lines	3/4" Service Connections	333	346	Each	\$173,000.00
N/A	1976	Herman Extension Water Line	3/4" Service Connections	333	1	Each	\$500.00
N/A	1976	Pine Slopes Extension Water Line	3/4" Service Connections	333	1	Each	\$500.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	1977	Branson Extension	3/4" Service Connections	333	4	Each	\$2,000.00
N/A	1977	Coffman Extension	3/4" Service Connections	333	7	Each	\$3,500.00
77-1	1978	Poplar Run Rd & Village of White Area WLE	3/4" Service Connections	333	173	Each	\$86,500.00
N/A	1979	Maddas/Campbell Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1979	Robert May Extension	3/4" Service Connections	333	3	Each	\$1,500.00
N/A	1982	Andrew Miller Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1982	Delbert Barnes Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1982	Back Creek Project	3/4" Service Connections	333	26	Each	\$13,000.00
N/A	1983	Melcroft 2 Dist. Line Repl. Project	3/4" Service Connections	333	12	Each	\$6,000.00
N/A	1984	Ken Fenwick Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1984	Fred Mariano Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1984	Ritenour/Spargur Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1984	Henry/Ranker/Soberdash Extension	3/4" Service Connections	333	3	Each	\$1,500.00
N/A	1984	Elsley Witt Extension	3/4" Service Connections	333	2	Each	\$1,000.00
84-1	1984	Pleasant Hill Area Water Distribution System	3/4" Service Connections	333	148	Each	\$74,000.00
N/A	1985	Elvin Witt Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1985	Prinkey/Crouse Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1986	Marino Extension (off Roaring Run Rd)	3/4" Service Connections	333	1	Each	\$500.00
N/A	1986	Repl. Of Melcroft #1 Water Main	3/4" Service Connections	333	1	Each	\$500.00
N/A	1987	Castelli Extension	3/4" Service Connections	333	9	Each	\$4,500.00
N/A	1987	Meyer's Extension	3/4" Service Connections	333	1	Each	\$500.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
8727	1987	Pritts Spring Transmission Main Replacement	Service Saddle, Corp Stop & Box	333	1	L.S.	\$400.00
			3/4" Copper, Open Cut	333		L.S.	\$45.00
N/A	1988	White Mtn. Assoc. Extension	3/4" Service Connections	333	2	Each	\$1,000.00
N/A	1988	Senior Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1988	Shipleigh Extension	3/4" Service Connections	333	1	Each	\$500.00
8718B	1988	Clinton Area Water Dist. System	3/4" Saddle, Corp Stop & Box	333	47	Each	\$9,400.00
			3/4" Copper, Bored	333	331	L.F.	\$3,310.00
			3/4" Service, Open Cut	333	379	L.F.	\$1,895.00
88-1	1988	Pritt Springs Water Transmission Main-Phase II	3/4" Service Connections	333	7	Each	\$525.00
N/A	1989	Shepler Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1989	Firestone Extension	3/4" Service Connections	333	1	Each	\$500.00
8718A	1987	Clinton Area Water Dist. System	3/4" Service Connections	333	85	Each	\$42,500.00
8807	1989	Water System Extension - Rogers Mills Area	3/4" Service Saddle, Corp Stop & Box	333	40	Each	\$6,400.00
			3/4" Service, Bored	333	342	L.F.	\$3,420.00
			3/4" Service, Open Cut	333	313	L.F.	\$2,191.00
8922	1989	Hawkins Hollow Road Area	3/4" Service Line Short	333	9	Each	\$3,150.00
8923	1989	Pritts Spring Phase III	3/4" Service Line Short	333	9	Each	\$3,150.00
9011	1990	Critchfield Road-Doug Hill Road Area Water System Ext.	3/4" Service Connections	333	93	Each	\$46,500.00
90-1	1990	Water System Improvements	3/4" Service Connections	333	39	Each	\$7,800.00
			3/4" Service Lines	333	L.S.	L.S.	\$3,973.63
9014	1990	Jockey Knob Road WLE	3/4" Service Connections	333	15	Each	\$5,250.00
			3/4" Copper Service Line	333	76	L.F.	\$456.00
N/A	1991	Imel Road Extension	3/4" Service Connections	333	36	Each	\$18,000.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	1991	Sparks Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1991	Richard Thorn Extension	3/4" Service Connections	333	12	Each	\$6,000.00
9109	1991	Upper Melcroft Project	3/4" Service Connections	333	29	Each	\$7,917.00
9112	1991	Hawkins Hollow Road Area - Phase II	3/4" Service Connections	333	19	Each	\$5,700.00
9208	1992	Hampton Rd Area Water System Ext.	3/4" Service Connections	333	44	Each	\$8,954.00
			Service Saddle 8"x3/4"	333	14	Each	\$732.90
			Service Saddle 6"x3/4"	333	1	Each	\$49.00
			Service Saddle 4"x3/4"	333	4	Each	\$196.00
			Service Saddle 2"x3/4"	333	3	Each	\$105.00
9315	1993	Mt. Tabor Rd - WLE	3/4" Service Connections	333	11	Each	\$3,245.00
			3/4" Copper Pipe	333	71	L.F.	\$532.50
N/A	1993	Fulton Extension	3/4" Service Connections	333	6	Each	\$3,000.00
N/A	1993	Work Extension	3/4" Service Connections	333	5	Each	\$2,500.00
N/A	1993	Firestone II Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1993	Phillips Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1993	Gallo Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1994	Berger Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1994	Freeman Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1994	Pirl Extension	3/4" Service Connections	333	3	Each	\$1,500.00
9405	1994	Shroyer Corner Area Water System Ext.	3/4" Service Connections	333	45	Each	\$14,850.00
9406	1994	White-Bear Rocks Area Water Sys. Ext.	3/4" Service Connections	333	28	Each	\$10,080.00
94-1A	1994	Donegal Area Water System - Water Lines	3/4" Service Connections	333	78	Each	\$29,250.00
			3/4" Service Lines, Bored	333	914	L.F.	\$25,592.00
			3/4" Service Lines, Open Cut	333	603	L.F.	\$8,442.00
			3/4" Service Lines, Open Cut Asphalt	333	14	L.F.	\$350.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			6" Strap Saddles	333	25	Each	\$2,000.00
			8" Strap Saddles	333	4	Each	\$400.00
			2" Corp Stop	333	2	Each	\$1,035.60
			2" Open Cut Service	333	15	L.F.	\$259.80
			2" Bored Service	333	29	L.F.	\$908.28
			1-1/2" Corp Stop	333	1	Each	\$447.29
			1-1/2" Bore Service	333	28	L.F.	\$860.16
			1-1/2" Open Cut Service	333	6	L.F.	\$100.32
			1" Corp Stop	333	1	Each	\$410.00
			1" Bored Service	333	20	L.F.	\$580.00
			1" Open Cut	333	9	L.F.	\$139.50
94-1B	1994	Donegal Area Water System - Water Lines	3/4" Service Connections	333	92	Each	\$27,600.00
			1" Service Connections	333	17	Each	\$5,950.00
			3/4" Copper Service Line, Bored	333	1,140	L.F.	\$34,200.00
			1" Copper Service, Bored	333	104	L.F.	\$3,224.00
			3/4" Copper Service, Open Cut Earth	333	1,062	L.F.	\$21,240.00
			1" Copper Service, Open Cut Earth	333	155	L.F.	\$3,255.00
			2-2" Service Saddles	333	26	Each	\$2,600.00
94-1C	1994	Donegal Area Water System - Water Lines	3/4" Corp Stop	333	101	Each	\$36,360.00
			1" Corp Stop	333	14	Each	\$6,650.00
			2" Corp Stop	333	5	Each	\$3,000.00
			3/4" Copper, Bored	333	603	L.F.	\$7,839.00
			1" Copper, Bored	333	119	L.F.	\$1,904.00
			3/4" Copper, Open Cut	333	802	L.F.	\$7,218.00
			1" Copper, Open Cut	333	67	L.F.	\$804.00
			2" Copper, Open Cut	333	30	L.F.	\$450.00
			3/4" Copper, Open Cut Asphalt	333	134	L.F.	\$2,010.00
			6" Service Saddle	333	19	Each	\$2,280.00
			8" Service Saddle	333	18	Each	\$2,880.00
			1-1/2" Corp Stop	333	2	Each	\$876.00
			1-1/2" Copper, Open Cut	333	8	L.F.	\$180.14
			1-1/2" Copper, Bored	333	2	L.F.	\$450.00
			1-1/2" Service Saddle	333	38	Each	\$1,286.30
94-1D	1994	Donegal Area Water System - Water Lines	3/4" Corp Stop	333	168	Each	\$69,283.20
			1" Corp Stop	333	21	Each	\$9,356.55
			2" Corp Stop	333	7	Each	\$3,456.81
			1-1/2" Corp Stop	333	2	Each	\$1,154.00
			3/4" Copper, Bored	333	1,516	L.F.	\$48,512.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			1" Copper, Bored	333	228	L.F.	\$7,353.00
			1-1/2" Copper, Bored	333	109	L.F.	\$3,679.84
			3/4" Copper, Open Cut	333	888	L.F.	\$20,157.60
			1" Copper, Open Cut	333	116	L.F.	\$2,662.20
			1-1/2" Copper, Open Cut	333	38	L.F.	\$929.48
			2" Copper, Open Cut	333	6	L.F.	\$153.60
			3/4" Copper, Asphalt	333	205	L.F.	\$8,815.00
			1" Copper, Asphalt	333	10	L.F.	\$434.80
			1-1/2" Copper, Asphalt	333	22	L.F.	\$989.78
			2" Copper, Asphalt	333	25	L.F.	\$1,152.00
			2" Service Saddle	333	26	Each	\$1,155.70
			6" Service Saddle	333	45	Each	\$2,306.25
			8" Service Saddle	333	127	Each	\$7,689.85
94-1E	1994	Donegal Area Water System - Water Lines	3/4" Corp Stop	333	42	Each	\$16,018.38
			3/4" Copper, Bored	333	432	L.F.	\$4,320.00
			3/4" Copper, Open Cut	333	4	L.F.	\$32.00
			3/4" Copper, Open Cut Asphalt	333	111	L.F.	\$1,443.00
			8" Service Saddle	333	44	Each	\$7,040.00
			1" Corp Stop	333	3	Each	\$1,218.00
			1-1/2" Corp Stop	333	1	Each	\$438.00
			2" Corp Stop	333	2	Each	\$942.00
			1" Copper, Bored	333	55	L.F.	\$1,723.15
			1-1/2" Copper, Bored	333	24	L.F.	\$873.12
			2" Copper, Bored	333	13	L.F.	\$268.32
			1-1/2" Copper, Open Cut	333	2	L.F.	\$45.16
			2" Copper, Open Cut	333	6	L.F.	\$147.18
			8" x 2" Service Saddle	333	2	Each	\$361.92
9502	1995	Camp Wildwood Rd WLEs	3/4" Service Connections	333	83	Each	\$41,500.00
N/A	1996	Resh Extension	3/4" Service Connections	333	6	Each	\$3,000.00
N/A	1996	Thomas Tindall Extension	3/4" Service Connections	333	4	Each	\$2,000.00
N/A	1996	Willow Creek Extension	3/4" Service Connections	333	2	Each	\$1,000.00
9524	1996	Water System Ext. - Clinton Ridge Area	3/4" Corp Stop	333	10	Each	\$3,500.00
			3/4" Service Line, Bored	333	119	L.F.	\$2,023.00
			3/4" Service Line, Open Cut Earth	333	45	L.F.	\$450.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
96-1	1996	S.R. 0381 Water Line Relocation & Abandonment	1" Tap	333	5	Each	\$1,000.00
			3/4" Tap	333	1	Each	\$200.00
			3/4" Curb Stop	333	7	Each	\$1,225.00
			3/4" x 3/4" x 1" Tee	333	3	Each	\$150.00
			3/4" Service Line, Bored	333	67	L.F.	\$1,675.00
			1" Service Line, Bored	333	247	L.F.	\$6,175.00
			3/4" Service Line, Open Cut Earth	333	107	L.F.	\$1,819.00
			1" Service Line, Open Cut Earth	333	6	L.F.	\$108.00
			1" Service Line, Open Cut Asphalt	333	27	L.F.	\$1,080.00
9710	1997	Hawkins Hollow Road Area - Phase III	3/4" Tap	333	44	Each	\$12,320.00
			3/4" Service Line, Bored	333	422	L.F.	\$7,587.00
			3/4" Service Line, Open Cut Earth	333	269	L.F.	\$2,690.00
			3/4" Service Line, Open Cut Asphalt	333	7	L.F.	\$196.00
9819	1997	Water System Ext. - Weyand Road Area	3/4" Tap	333	8	Each	\$3,200.00
			3/4" Service Line, Bored	333	59	L.F.	\$885.00
			3/4" Service Line, Open Cut Earth	333	47	L.F.	\$705.00
N/A	1998	B. Sodrosky Extension (off Pritts Dist. Rd)	3/4" Service Connections	333	3	Each	\$1,500.00
N/A	1998	R. Solomon Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1998	R. Meyers Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	1999	Mark Ridgeway Extension	3/4" Service Connections	333	5	Each	\$2,500.00
N/A	1999	Colborn/Smith Extension	3/4" Service Connections	333	5	Each	\$2,500.00
N/A	1999	Dennis White Extension	3/4" Service Connections	333	7	Each	\$3,500.00
N/A	1999	Gualtieri Extension	3/4" Service Connections	333	2	Each	\$1,000.00
	1999	Hellen Ridge Estates Water Line Extension	3/4" Service Connections	333	4	Each	\$2,000.00
N/A	1999	Turnpike Maintenance Facility Extens.	3/4" Service Connections	333	17	Each	\$8,500.00
9908	1999	Water Dist. System - Law's Hill Area - Water Lines	3/4" Service Connections	333	50	Each	\$25,000.00
N/A	2001	Mattei Extension	3/4" Service Connections	333	5	Each	\$2,500.00

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**ORIGINAL COST OF INVENTORY/ASSETS**

 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2001	Starkey Extension	3/4" Service Connections	333	9	Each	\$4,500.00
N/A	2001	A. Sherbondy Extension	3/4" Service Connections	333	2	Each	\$1,000.00
01-1	2001	SR 0653 Water Main Relocation	3/4" Service Connections	333	2	Each	\$1,000.00
N/A	2002	J. Meyers (Wash Run Road)	3/4" Service Connections	333	2	Each	\$1,000.00
02-1A	2002	Stewart Twp Water Syst. Ext. - Mains	3/4" Service Line Connections	333	28	Each	\$9,100.00
			1" Service Line Connections	333	7	Each	\$2,625.00
			1.5" Service Line Connections	333	1	Each	\$495.00
			2" Service Line Connections	333	1	Each	\$580.00
			3/4" Copper Line - Bored	333	284	L.F.	\$5,112.00
			1" Copper Line - Bored	333	158	L.F.	\$3,160.00
			1.5" Copper Line - Bored	333	26	L.F.	\$572.00
			2" Copper Line - Bored	333	28	L.F.	\$700.00
			3/4" Copper Line - Open Cut	333	136	L.F.	\$1,768.00
			1" Copper Line - Open Cut	333	48	L.F.	\$672.00
			1.5" Copper Line - Open Cut	333	7	L.F.	\$112.00
			2" Copper Line - Open Cut	333	7	L.F.	\$126.00
02-1B	2002	Stewart Twp Water Syst. Ext. - Mains	3/4" Service Line Connections	333	38	Each	\$11,400.00
			1" Service Line Connections	333	1	Each	\$350.00
			3/4" Copper Service Line	333	507	L.F.	\$9,235.00
			1" Copper Service Line	333	27	L.F.	\$565.50
0014	2002	Breakneck Rd WLE	3/4" Service Connections	333	6	Each	\$1,950.00
			Bored Service Line	333	40	L.F.	\$800.00
			Open Cut Service Line	333	25	L.F.	\$275.00
0208	2002	SR 381 Mill Run Rd WLE	3/4" Corp Curb Stops	333	6	Each	\$889.50
			3/4" Copper, Bored	333	50	L.F.	\$800.00
			3/4" Copper, Open Cut	333	70	L.F.	\$840.00
			3/4" Copper, Open Cut Asph.	333	10	L.F.	\$250.00
0216	2002	Buttermilk Hollow Rd WLE	3/4" Service Connections	333	34	Each	\$8,500.00
			3/4" Copper - Boring	333	90	L.F.	\$2,250.00
			3/4" Copper - Open Cut	333	217	L.F.	\$2,604.00
			3/4" x 2" Service Saddle	333	3	Each	\$375.00
			3/4" Service Connections	333	5	Each	\$1,250.00
			3/4" Service Line, Open Cut	333	50	L.F.	\$600.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2003	Springfield Elementary School	3/4" Service Connections	333	5	Each	\$2,500.00
N/A	2005	Yurchison Extension	3/4" Service Connections	333	5	Each	\$2,500.00
N/A	2005	Robert Howe Extension	3/4" Service Connections	333	1	Each	\$500.00
N/A	2005	Brent Miller Extension	3/4" Service Connections	333	3	Each	\$1,500.00
06-1	2006	Knopsider Road WLE	3/4" Service Connections	333	1	Each	\$500.00
			3/4" Service Line, Open Cut	333	23	L.F.	\$368.00
			1" Class 200 PE Service Line	333	156	L.F.	\$2,496.00
N/A	2007	Dan Bigam Extension	3/4" Service Connections	333	4	Each	\$2,000.00
N/A	2007	W. Springer Extension	3/4" Service Connections	333	4	Each	\$2,000.00
07-4	2007	Mill Run Bridge WLR	3/4" Service Connections	333	3	Each	\$1,500.00
0704	2007	ICVWA Kooser Rd - Tabey Rd and SR653/Interconnection Waterlines					
		Phase I (Kooser Road - Tabey Road)	8 x 3/4" Service	333	30	Each	\$11,250.00
			2 x 3/4" Service	333	3	Each	\$1,035.00
			3/4" Copper Service, Bored	333	240	L.F.	\$5,269.00
			3/4" Copper Service, Open Cut	333	139	L.F.	\$2,224.00
			3/4" Service, Open Cut Asphalt	333	4	L.F.	\$88.00
		Phase II (SR 653 and Interconnection)	3/4" Service Line Connections	333	8	Each	\$3,000.00
			Service Line, Open Cut	333	23	L.F.	\$368.00
			Service Line, Bored	333	23	L.F.	\$5,148.00
10-1	2010	SR 1054 Sec F10 and H10 WLR	3/4" Service Line Connections	333	1	Each	\$570.00
			3/4" Service, Open Cut	333	25	L.F.	\$475.00
N/A	2011	Holiday Inn Express Extension	3/4" Service Connections	333	6	Each	\$3,000.00
N/A	2011	Benji Miller Extension	3/4" Service Connections	333	6	Each	\$3,000.00
N/A	2012	Acquisition of Ohiopyle Water System	3/4" Service Connections	333	40	Each	\$12,000.00
12-1	2012	SR 381 Section X00 WLR	3/4" Service Line Connections	333	1	Each	\$425.00
			3/4" Open Cut Service	333	75	L.F.	\$1,425.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2013	Yogi Bear Jellystone Park Extension	3/4" Service Connections	333	3	Each	\$1,500.00
N/A	2014	Ohiopyle Water Line Repl. - Parkview & Garfield	3/4" Service Connections	333	10	Each	\$5,000.00
1403	2015	Mt. Tabor Rd Water Line Extension	3/4" Service Connections	333	11	Each	\$7,810.00
			3/4" Copper Service Line - Open Cut	333	89	L.F.	\$2,474.20
<b>NARUC 334</b>							
87-1	1987	Alpine Valley Resort Water Metering Facility	2" Rockwell Meters	334	2	Each	\$4,293.43
			Strainers	334	2	Each	\$337.29
			Backflow Preventer	334	2	Each	\$1,533.46
			2" Pressure Reducer	334	2	Each	\$920.07
8922	1989	Hawkins Hollow Road Area	Meter Station - Vault	334		L.S.	\$19,500.00
			Meter Station - Meter	334			\$500.00
05-1	2005	Pritts Spring Slow Sand Filt. Plant	Meter	334		L.S.	\$2,000.00
05-2	2005	Pritts Spring Filt. - Electrical & Telem.	3" Magnetic Flow Meter Inst.	334		L.S.	\$5,887.04
05-4	2005	Grimm Spring Slow Sand Filt. Plant	Sensus Meter with Mag Meter	334		L.S.	\$452.19
0704	2007	ICVWA Kooser Rd - Tabey Rd and SR653/Interconnection Waterlines					
		Phase I (Kooser Road - Tabey Road)	5/8" x 3/4" Water Meters	334	33	Each	\$21,450.00
		Phase II (SR 653 and Interconnection)	5/8" x 3/4" Water Meters	334	8	Each	\$5,200.00
N/A	2008	5002 Sensus Radio		334	1	Each	\$6,780.00
N/A	2009	8" Badger Magnetic Flow Mag Meter		334	1	Each	\$3,440.00
N/A	2019-2025	Customer Meters - Neptune					
			5/8" x 3/4" Meters	334	2,051	Each	\$461,475.00
			3/4" Meters	334	187	Each	\$42,075.00
			1" Meters	334	58	Each	\$23,084.00
			1 1/2" Meters	334	18	Each	\$16,866.00
			2" Meters	334	47	Each	\$57,340.00
			3" Meters	334	2	Each	\$7,560.00
			4" Meters	334	1	Each	\$6,000.00
			6" Meters	334	1	Each	\$8,185.00
			Meter Interface Units	334	2,365	Each	\$421,575.00

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 Bankson Engineers, Inc.

Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
			Meter Reading Equipment	334	3	Each	\$10,000.00
<b>NARUC 335</b>							
Contract No. 1	1975	Water Distribution System - Water Lines	Fire Hydrant & 12" x 12" x 6" Tee	335	23	Each	\$13,225.00
			Fire Hydrant & 8" x 8" x 6" Tee	335	45	Each	\$23,625.00
			Fire Hydrant & 6" x 6" x 6" Tee	335	21	Each	\$10,710.00
			Fire Hydrant on Existing Line	335	6	Each	\$4,500.00
84-1	1984	Pleasant Hill Area Water Distribution System	Fire Hydrant	335	19	Each	\$32,300.00
8718A	1987	Clinton Area Water Dist. System	Fire Hydrant - New Main	335	13	Each	\$13,000.00
			Fire Hydrant - Old Main	335	18	Each	\$19,550.00
8718B	1988	Clinton Area Water Dist. System	Fire Hydrants	335	13	Each	\$19,500.00
8807	1989	Water System Extension - Rogers Mills Area	Fire Hydrants	335	21	Each	\$30,450.00
90-1	1990	Water System Improvements	Fire Hydrants- New Main	335	21	Each	\$23,475.00
9014	1990	Jockey Knob Road WLE	Fire Hydrants	335	1	Each	\$1,500.00
9112	1991	Hawkins Hollow Road Area - Phase II	Fire Hydrant Tee & 6" Valve	335	4	Each	\$2,750.00
			Fire Hydrant - New Main	335	1	Each	\$1,400.00
			Fire Hydrant - Exist. Main	335	1	Each	\$1,600.00
9315	1993	Mt. Tabor Rd - WLE	Fire Hydrant	335	8	Each	\$13,600.00
9405	1994	Shroyer Corner Area Water System Ext.	Fire Hydrant	335	12	Each	\$12,000.00
9406	1994	White-Bear Rocks Area Water Sys. Ext.	Fire Hydrants	335	11	Each	\$13,200.00
			Fire Hydrants	335	2	Each	\$1,560.00
94-1A	1994	Donegal Area Water System - Water Lines	Fire Hydrants	335	30	Each	\$34,500.00
94-1B	1994	Donegal Area Water System - Water Lines	Fire Hydrants	335	12	Each	\$20,400.00
94-1C	1994	Donegal Area Water System - Water Lines	Fire Hydrants	335	15	Each	\$18,000.00
94-1D	1994	Donegal Area Water System - Water Lines	Fire Hydrants	335	22	Each	\$39,270.00
94-1E	1994	Donegal Area Water System - Water Lines	Fire Hydrants	335	10	Each	\$10,000.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
9502	1995	Camp Wildwood Rd WLEs	Fire Hydrants	335	13	Each	\$13,000.00
9524	1996	Water System Ext. - Clinton Ridge Area	Fire Hydrants	335	5	Each	\$5,500.00
9710	1997	Hawkins Hollow Road Area - Phase III	Fire Hydrants	335	10	Each	\$14,950.00
9819	1997	Water System Ext. - Weyand Road Area	Fire Hydrants	335	2	Each	\$2,600.00
01-1	2001	SR 0653 Water Main Relocation	Reset Hydrant	335	1	Each	\$850.00
02-1A	2002	Stewart Twp Water Syst. Ext. - Mains	Fire Hydrants	335	18	Each	\$37,800.00
02-1B	2002	Stewart Twp Water Syst. Ext. - Mains	8"x 6" Hydrant Tee & Valve	335	29	Each	\$20,300.00
			Fire Hydrant on New Main	335	20	Each	\$32,000.00
0014	2002	Breakneck Rd WLE	Hydrant Tee w/Valve	335	5	Each	\$3,750.00
0208	2002	SR 381 Mill Run Rd WLE	Fire Hydrants	335	3	Each	\$5,400.00
0216	2002	Buttermilk Hollow Rd WLE	Fire Hydrants	335	11	Each	\$20,350.00
			Fire Hydrants	335	2	Each	\$4,080.00
0704	2007	ICVWA Kooser Rd - Tabey Rd and SR653/Interconnection Waterlines					
		Phase I (Kooser Road - Tabey Road)	Fire Hydrant Unit	335	15	Each	\$28,500.00
		Phase II (SR 653 and Interconnection)	Fire Hydrants	335	4	Each	\$9,225.00
12-1	2012	SR 381 Section X00 WLR	Fire Hydrant Assembly	335	4	Each	\$14,000.00
N/A	2012	Acquisition of Ohiopyle Water System	Fire Hydrants	335	13	Each	\$11,000.00
1403	2015	Mt. Tabor Rd Water Line Extension	Fire Hydrant - New Main	335	9	Each	\$40,050.00
<b>NARUC 340</b>							
N/A	2001	Mark IV		340		L.S.	\$2,538.75
N/A	2002	MAS Accounting Program		340		L.S.	\$10,701.06
02-4	2002	Stewart Twp WSE - Electrical & Telem.	Modify Office Computer Sys.	340		L.S.	\$35,576.00
			Office Furniture	340		L.S.	\$1,580.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2006	Stone Barn Furnishings		340		L.S.	\$22,903.64
07-3	2007	Neal's Run WTP - Electrical & Telem.	Office Equipment and Instal.	340		L.S.	\$8,000.00
N/A	2008	HP 4515TN Laser Printers		340		L.S.	\$6,661.00
N/A	2011	Utility Billing Software		340		L.S.	\$33,538.00
N/A	2011	Utility Billing Hardware		340		L.S.	\$2,952.00
N/A	2011	Security/Software/Hardware		340		L.S.	\$7,346.32
N/A	2017	Server/Computer Controls		340		L.S.	\$19,037.75
N/A	2017	Copier		340		L.S.	\$8,868.64
N/A	2019	N_Sigt Software/Mobile Collector		340	1	Each	\$16,000.00
N/A	2019	Computers		340	3	Each	\$5,682.26
<b>NARUC 341</b>							
N/A	2006	2007 Ford F350 Pickup		341	1	Each	\$41,482.00
N/A	2011	2011 GMC Service Truck		341	1	Each	\$34,460.50
N/A	2013	2013 Honda Pilot		341	1	Each	\$37,745.88
N/A	2014	2015 GMC Work Truck		341	1	Each	\$42,235.00
N/A	2016	2005 Isuzu N-Series		341	1	Each	\$18,000.00
N/A	2017	Cam Superline Trailer		341	1	Each	\$26,264.00
N/A	2018	2018 Ford F-150		341	1	Each	\$25,349.00
N/A	2019	2019 Ford F-150 - White		341	1	Each	\$30,646.00
N/A	2019	2019 Ford F-250 - White		341	1	Each	\$39,092.00
N/A	2019	2019 Ford F-250 - White		341	1	Each	\$40,147.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2021	2021 Ford		341	1	Each	\$49,052.00
<b>NARUC 343</b>							
N/A	1992	Forklift		343	1	Each	\$2,750.00
N/A	1997	Boring Machine		343	1	Each	\$15,079.00
N/A	1997	Drilling Machine		343	1	Each	\$1,903.00
N/A	1997	Vibrator Plate		343	1	Each	\$1,472.00
N/A	2002	Drill Stem		343	1	Each	\$1,344.00
N/A	2003	Tank Heater		343	1	Each	\$1,477.67
N/A	2004	Magnetic Locator		343	1	Each	\$773.00
N/A	2006	Soundsens 3-Pod System		343	1	Each	\$10,010.00
N/A	2011	Single Frequency Locator		343	1	Each	\$2,290.04
N/A	2012	82.175 kHz Digital Line Tracer		343	1	Each	\$2,156.58
N/A	2012	ProCat 26HP		343	1	Each	\$9,147.25
N/A	2015	Wacker Rammer		343	1	Each	\$2,425.00
N/A	2015	Aero Tarp System		343	1	Each	\$2,150.00
N/A	2016	Air Compressor		343	1	Each	\$16,960.00
N/A	2016	Wet Blaster		343	1	Each	\$18,487.00
N/A	2017	Dolly with Hopper		343	1	Each	\$4,199.00
N/A	2017	Hot Water Pressure Washer		343	1	Each	\$3,446.77
N/A	2018	Acoustic Liquid Leak Detector		343	1	Each	\$3,073.40
N/A	2020	Trimble R2, Single Receiver		343	1	Each	\$5,130.00

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Contract No.	Year	Description	Item	Code	Quantity	Unit	Cost
N/A	2020	System Check RFID Flow ACM		343	2	Each	\$8,574.00
N/A	2020	Position Transmitter		343	1	Each	\$4,525.98
N/A	2020	Zonascan 820		343	1	Each	\$21,658.00
<b>NARUC 344</b>							
N/A	2014	M3600 Veh Transceiver Unit		344	1	Each	\$19,793.60
N/A	2016	Infrared Dual Lamp Cure System		344	1	Each	\$2,404.81
N/A	2016	Lab Stirrer - 6 Paddle		344	1	Each	\$3,169.96
N/A	2019	10" Allen Bradley Panel		344	1	Each	\$6,927.00
N/A	2019	Dualator III Filter Control Panel		344	1	Each	\$30,104.85
N/A	2019	Lab Turbo with RFID, EPA		344	1	Each	\$3,529.80
N/A	2019	Spectrophotometer		344	1	Each	\$4,097.56
N/A	2019	Equipment		344	1	L.S.	\$10,736.22
N/A	2020	Chlorine Analyzers		344	2	Each	\$4,674.00
22-2	2022	New Clinton Tank Const. & Site Impr.	CL2 Analyzers	344	1	L.S.	\$30,000.00
<b>NARUC 345</b>							
N/A	2003	International Dump Truck		345	1	Each	\$70,660.00
N/A	2016	2016 Ford F-550 Dump Truck		345	1	Each	\$60,132.00
N/A	2016	2016 VAC Truck - Freightliner		345	1	Each	\$310,628.00
<b>NARUC 346</b>							
97-1	1998	SCADA System		346	1	L.S.	\$138,629.53
02-4	2002	Stewart Twp WSE - Electrical & Telem.	Water Tank Electrical New	346	1	L.S.	\$23,700.00
			Telemetry Tank Sites	346	1	L.S.	\$85,400.00
			Modify Tower Work	346	1	L.S.	\$15,000.00

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<b>Contract No.</b>	<b>Year</b>	<b>Description</b>	<b>Item</b>	<b>Code</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost</b>
05-2	2005	Pritts Spring Filt. - Electrical & Telem.	SCADA Modifications	346	1	L.S.	\$2,230.00
			SCADA Upgrade	346	1	L.S.	\$2,439.00
07-3	2007	Neal's Run WTP - Electrical & Telem.	SCADA Design & Submittals	346		L.S.	\$10,655.00
			SCADA Remote Equipment	346		L.S.	\$24,302.00
N/A	2013	SCADA Maintenance	Upgrades to SCADA	346	1	L.S.	\$94,999.00
N/A	2022-2024	SCADA Upgrades		346	1	L.S.	\$772,000.00
<b>TOTAL</b>							<b>\$33,029,748.41</b>

**APPENDIX B**

**WATER DISTRIBUTION SYSTEM MAP**

# INDIAN CREEK VALLEY WATER AUTHORITY

Water Facilities Engineering

Assessment and Original Cost

September 2025

Prepared by Bankson Engineers, Inc.

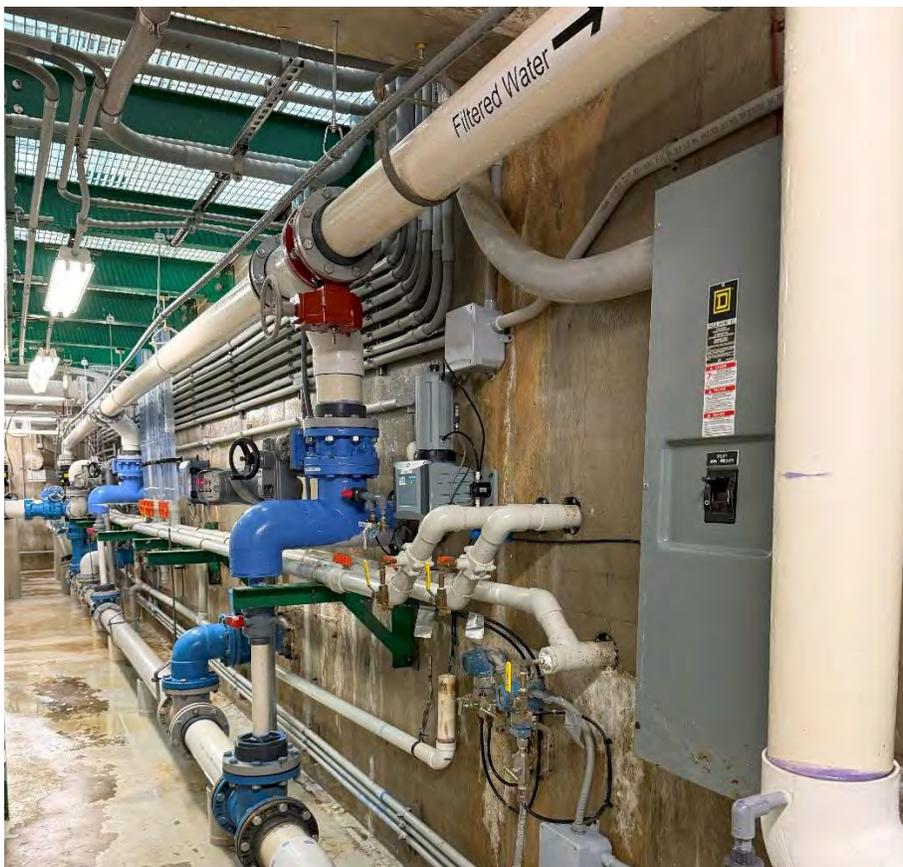
Appendix B – Water Distribution System Map

**CONFIDENTIAL**

**APPENDIX C**  
**PHOTOS OF WATER SYSTEM ASSETS**  
**AND EQUIPMENT**



*Figure 1: Pritts Spring Slow Sand Filtration Plant*



*Figure 2: Pritts Spring Pumping and Monitoring Equipment*



*Figure 3: Pritts Spring High Service Pumps #1 and #2*



*Figure 4: ICVWA Maintenance Building*



*Figure 5: ICVWA Maintenance Garage Fittings and Lift*



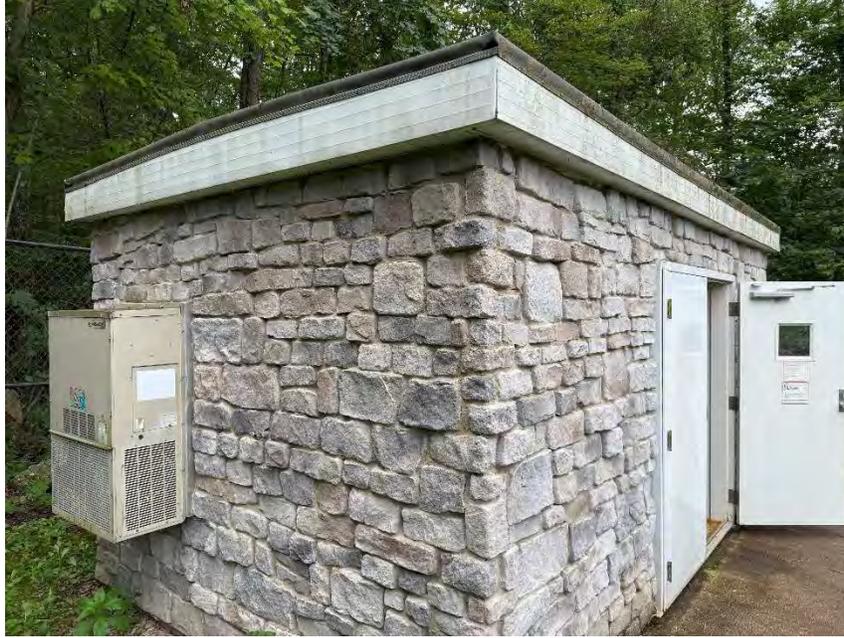
*Figure 6: County Line Road Pressure Reducing Vault*



*Figure 7: Grimm Spring Slow Sand Filtration Plant*



*Figure 8: Grimm Spring WTP Sodium Hypochlorite Feed*



*Figure 9: Maple Summit Pump Station*



*Figure 10: Maple Summit Pump Station Pump Controls*



*Figure 11: Mill Run Water Treatment Plant*



*Figure 12: Mill Run WTP High Service Pumps and Backwash Pumps*



*Figure 13: Neil's Run Road Well Water Treatment Plant*



*Figure 14: Neil's Run Road Well WTP High Service Pump #1 and #2*



*Figure 15: Ohiopyle Pump Station*



*Figure 16: Ohiopyle Pump Station Pumps #1 and #2*



*Figure 17: County Line Water Storage Tank*



*Figure 18: Maple Summit Water Storage Tank*



*Figure 19: New Clinton Water Storage Tank*



*Figure 20: Old Clinton Water Storage Tank*

**APPENDIX D**  
**DEEDS AND AGREEMENTS**

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Instrument Book Page  
199900022270 OR 2456 339

Affidavit of Value in File

**DEED IN LIEU OF FORECLOSURE**

MADE THIS 18<sup>th</sup> day of NOVEMBER, 1999, by and between:

WADE SAVAGE, JR., a single man, of Bullskin Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTOR";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or lot of land situate in the Township of Bullskin, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southwest corner of the herein described piece, parcel or lot of land and being located South 83 degrees 43 minutes 05 seconds West a distance of 5.35 feet from the northwest corner of the right of way described above at the terminus of the line described as, "North 6 degrees 16 minutes 55 seconds West for a distance of 97.41 feet"; thence through the land of John Wade Savage and Carrie M. Savage, his wife, of which this parcel is a part, North 6 degrees 16 minutes 55 seconds West for a distance of 62.00 feet to a point; thence continuing through the same North 83 degrees 43 minutes 05 seconds East for a distance of 52.00 feet to a point; thence continuing through the same South 6 degrees 16 minutes 55 seconds East for a distance of 62.00 feet to a point; thence continuing through the same South 83 degrees 43 minutes 05 seconds West for a distance of 52.00 feet to a point at the place of beginning.

CONTAINING 0.07 acres more or less.

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

TOGETHER with a right-of-way or easement for the free ingress, egress and regress to and from the aforesaid property for the benefit of the grantee herein, its successors and assigns, and also together with the right, privilege and authority to install, construct, operate, repair and maintain water distribution facilities as necessary or desired by grantee, its successors and assigns, for the service of any and all improvements on the above described premises, and which right-of-

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**Instrument Book Page**  
**199900022270 OR 2436 340**

way or easement shall extend from the southern boundary of the property hereindescribed in a southerly direction across the aforementioned lands now or formerly of John Wade Savage to the edge of Township Road Number 719. The easement or right-of-way herein granted shall be appurtenant to the premises hereindescribed and shall be binding upon the grantor, his heirs and assigns, and shall extend to the benefit of grantee, its successors and assigns, which right-of-way or easement is more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of the right of way herein described and located North 81 degrees 02 minutes 57 seconds West a distance of 96.53 feet from an existing iron pin at a corner to the land of John Wade Savage and Carrie M. Savage, his wife, of which this herein described right of way is a part, and the northwest corner of the land now or formerly of Simon Keller; thence from the said place of beginning, through the land of said Savage, and along the eastern side of the said right of way South 8 degrees 15 minutes 17 seconds West for a distance of 139.99 feet to a point on the same and on the northerly right of way line of Springfield Road, also known as Township Road 719; thence along the said road North 84 degrees 59 minutes 02 seconds West for a distance of 25.04 feet to a point; thence leaving the said road and continuing through the land of said Savage along the western side of the said right of way North 8 degrees 15 minutes 17 seconds East for a distance of 115.72 feet to a point; thence continuing through the same North 6 degrees 16 minutes 55 seconds West for a distance of 97.41 feet to a point on the southern side of a piece, parcel or lot of land described below; thence along the southern side of the said lot North 83 degrees 43 minutes 05 seconds East for a distance of 30.65 feet to a point on the same; thence leaving the said lot and continuing through the land of said Savage along the eastern side of the said right of way South 6 degrees 16 minutes 55 seconds East for a distance of 78.82 feet to a point at the place of beginning.

CONTAINING 0.14 acres more or less.

THE within descriptions are shown on a plan prepared by Bankson Engineers, Inc. of Indianola, Pennsylvania for the Indian Creek Valley Water Authority on Drawing Number 2-520-62-1, dated August, 1999.

BEING a part of the same premises conveyed to Wade Savage, Jr., by deed of Sandra K. Cardella, Administratrix of the Estate of John W. Savage, Jr., a/d John Wade Savage, a/d John W. Savage, Deceased, dated September 21, 1999, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Record Book Volume 2402, page 174.

AND the said Grantor hereby covenants and agrees that he will warrant GENERALLY the property hereby conveyed.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE

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Instrument      Book Page  
199900022270 OR 2456 341

SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTOR HEREBY WARRANTS THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTOR OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

662 B

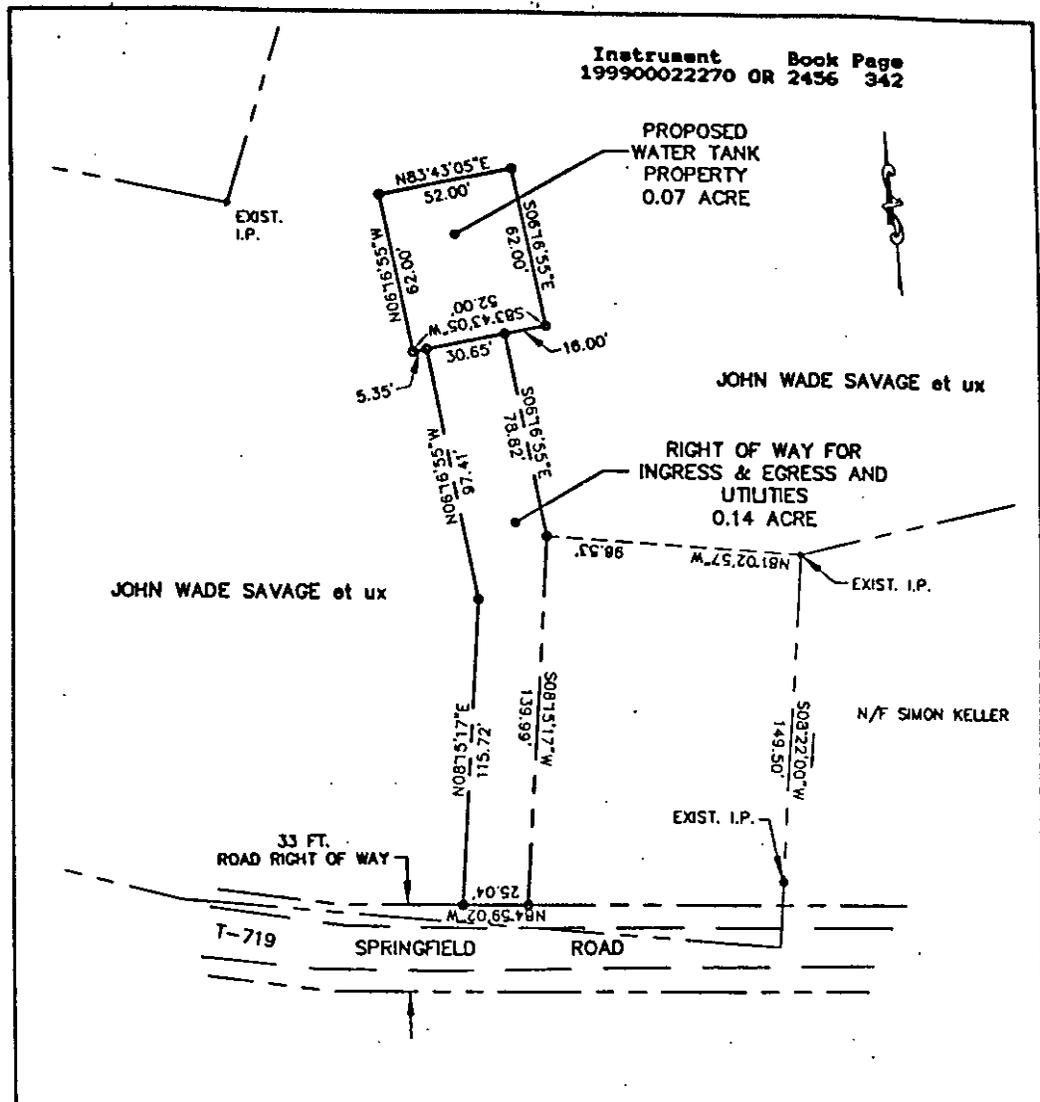
### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness

*[Handwritten Signature]*

This 18th day of November, 1999



**REFERENCE DATA:**

1. BEING A PART OF THE PROPERTY CONVEYED TO JOHN WADE AND CARRIE M. SAVAGE BY THAT CERTAIN DEED DATED NOVEMBER 23, 1959, AND OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF FAYETTE COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME 942, PAGE 642.
2. IDENTIFIED ON TAX MAP 35-1 AS PARCEL 13.
3. EXISTING FIELD EVIDENCE.

THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF FAYETTE  
ON BEHALF OF

SPRINGFIELD TOWNSHIP AND THE INDIAN CREEK VALLEY WATER AUTHORITY
WATER TANK LOT AND RIGHT OF WAY ACQUIRED FROM JOHN WADE SAVAGE et ux
BANKSON ENGINEERS, INC. CONSULTING ENGINEERS BETHLEHEM, PA. 18011
SCALE 1" = 50 FT. DATE AUG. 1999
DRAWN BY T.F. APPROVED BY B.L.B.
SHEETS OF SET 1 RECORD NUMBER 2-570-97-1

REV. 8-30-99 T.F.

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Instrument Book Page  
199900022270 OR 2436 343

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

WITNESS:

*Maria L. Swann*

SIGNED:

*Waide Savage, Jr.* (SEAL)  
WAIDE SAVAGE, JR.

STATE OF PENNSYLVANIA

SS.

COUNTY OF FAYETTE

On this, the 18 day of November, 1999, before me, a notary public, the undersigned officer, personally appeared WAIDE SAVAGE, JR., a single man, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Maria L. Swann* (SEAL)  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notarial Seal  
Marie L. Swann, Notary Public  
Saltsick Twp., Fayette County  
My Commission Expires Feb. 19, 2001

Member, Pennsylvania Association of Notaries

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania, 15446.

WATSON MUNDORFF & BROOKS

December 27, 1999

BY: *Charles W. Watson*

CHARLES W. WATSON

Attorney for Grantee

n.l.s.

199900022270  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY  
On 12-30-1999 At 09:40 am.  
4 DEED 25.00  
OR Book 2436 Page 339 - 343



*Watson Mundorff & Brooks*  
*Charles W. Watson*

201200008553  
 Exempt Status - N  
 STATE \$ 400.00  
 LOCAL \$ 400.00  
 \$ 200.00 OHIOPYLE BOROUGH  
 \$ 200.00 UNIONTOWN AREA SCHOOL DST

## THIS DEED

MADE THE 15<sup>th</sup> day of June, 2012, between:

BOROUGH OF OHIOPYLE, a Pennsylvania borough, organized and existing under the laws of the Commonwealth of Pennsylvania, of Ohiopyle, Fayette County, Pennsylvania, hereinafter referred to as GRANTOR,

AND

INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania municipal authority, organized and existing under the laws of the Commonwealth of Pennsylvania, of Indian Head, Fayette County, Pennsylvania, hereinafter referred to as GRANTEE.

WITNESSETH, that for and in consideration of the sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00), in hand paid, the receipt whereof is hereby acknowledged, said Grantor does hereby grant and convey to said Grantee, its successors and assigns:

ALL those two (2) certain tracts or parcels situate in the Borough of Ohiopyle, Fayette County, Pennsylvania, more particularly bounded and described as follows:

FIRST:

SITUATE in the Borough of Ohiopyle, Fayette County, Pennsylvania, bounded, limited and described as follows:

BEGINNING at a point in the northerly right of way line of the Western Maryland Railway Company, said point being the end of the second line conveyed in deed dated August 22, 1910 by A. A. Moon and H. J. Moon, his wife, to The Connellsville and State Line Railway Company, now Western Maryland Railway Company, thence running reversely with and binding on said second line North 89 degrees 10 minutes West 133 feet to a point, thence running with and binding on said northerly right of way line the following four (4) courses and distances:

- (1) South 83 degrees West 25.0 feet
- (2) North 37 degrees West 20.0 feet
- (3) North 80 degrees 33 minutes West 120.0 feet
- (4) South 73 degrees 27 minutes West 13.0 feet

To a point, thence leaving said northerly right of way line and running through the lands of the grantor, South 65 degrees 33 minutes East 237.0 feet to a point South 80 degrees 32 minutes East 120.0 feet to a point, thence North 9 degrees 27 minutes East 62.0 feet to intersect the third line in the aforesaid deed from C. A. Moon and wife dated August 22, 1910, thence running reversely with and binding on a portion of said third line North 67 degrees 03 minutes West 50.0

feet to the point of beginning, containing 0.36 of an acre of land, more or less, in the location as shown within red lines on plan attached to Deed book 1044, page 883.

BEING the same premises conveyed to The Borough of Ohiopyle by deed of the Western Maryland Railway Company dated June 30, 1967 and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book 1044, page 883.

**SECOND:**

ALL the right, title and interest in and to that certain parcel of land situate in the Borough of Ohiopyle, Fayette County, Pennsylvania, bounded and described as follows:

BEGINNING at a point common to the northerly right-of-way line of the Western Maryland Railway Company, the easterly line of Pa. Traffic Route No. 381 and property of the grantor; thence along said easterly line of Pa. Traffic Route No. 381 in a northerly direction a distance of 30.00 feet more or less to the low water mark of the Youghiogheny River; thence by the low water mark of the Youghiogheny River a distance of 405 feet more or less in a northeasterly direction to a point; thence through property of the grantor South 9 degrees 27 minutes East a distance of 95.00 feet more or less to a point on the northerly right-of-way line of the Western Maryland Railway Company said point being located North 67 degrees 03 minutes West a distance of 9.90 feet from the northeasterly corner of the parcel conveyed to The Connellsville and State Line Railway by C. A. Moon in deed dated August 22, 1910; thence by the northerly line of the Western Maryland Railway Company North 67 degrees 03 minutes West a distance of 50.00 feet; thence continuing by the same North 89 degrees 10 minutes West a distance of 133.00 feet to a point being the southwesterly corner of the parcel conveyed to The Connellsville and State Line Railway by C. A. Moon in deed dated August 22, 1910; thence continuing by the northerly right-of-line of the Western Maryland Railway Company in a westerly direction a distance of 25.00 feet more or less; thence continuing by the same in a northwesterly direction a distance of 20.00 feet more or less; thence continuing by the same in a westerly direction a distance of 120.00 feet more or less; thence continuing by the same in a southwesterly direction a distance of 27.00 feet more or less to the place of beginning.

CONTAINING 0.6 acre.

BEING the same premises conveyed to the Borough of Ohiopyle by deed of West Penn Power Company dated January 27, 1967 and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book 1039, page 20.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof, excepting and reserving and under and subject as hereinbefore set forth and provided.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the message or tenement thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, hereby covenants and agrees that it will WARRANT GENERALLY the property hereby conveyed.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:  
Fred Brown  
\_\_\_\_\_

INDIAN CREEK VALLEY WATER AUTHORITY

BY: Max Gales  
\_\_\_\_\_

This 15th day of June, 2012.

GRANTOR HEREBY WARRANTS THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTOR OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P.L. 380.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

THIS DEED is executed and delivered by Grantor, Borough of Ohiopyle, pursuant to a resolution of the Borough of Ohiopyle Council adopted at a duly called meeting thereof held on May 15, 2012, at which a quorum was present, which resolution ratified and confirmed the sale of the premises described herein and authorized Grantor's President and Secretary to execute and deliver a Deed to Grantee for the conveyance of said premises.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its President and its Seal to be hereunder affixed, duly attested by its Secretary, the day and year first above written.

WITNESS OR ATTEST:

BOROUGH OF OHIOPYLE

*Patricia M. Neuberger*  
SECRETARY  
(Seal)

BY: *[Signature]*  
PRESIDENT

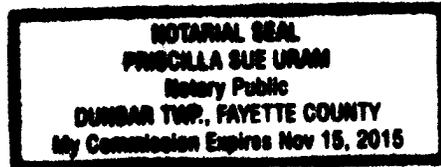
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF FAYETTE :

On this, the 15<sup>th</sup> day of June, 2012, before me, the undersigned officer, personally appeared *Elizabeth McCarty*, who acknowledged herself to be the President of the BOROUGH OF OHIOPYLE, a Pennsylvania borough, organized and existing under the laws of the Commonwealth of Pennsylvania, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the borough by herself as President.

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

*Priscilla Sue Uram*  
NOTARY PUBLIC

My Commission Expires: 11/15/2015



201200008553  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY, RECORDER  
06-18-2012 At 08:58 am.  
DEED 853.50  
OR Book 3190 Page 982 - 986

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within-named Grantee is: Box 486, 2019 Indian Head Road, Indian Head, PA 15446.

WATSON MUNDORFF BROOKS & SEPIC, LLP

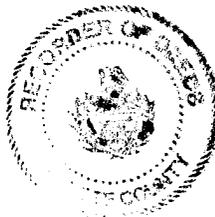
June 15, 2012

BY: Jarod A. Illar  
Jarod A. Illar  
Attorney for Grantee

Recorder, please mail to:

Watson Mundorff Brooks & Sepic, LLP  
720 Vanderbilt Road  
Connellsville, PA 15425-6218

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



David G. Malosky

DAVID G. MALOSKY  
RECORDER OF DEEDS

201200008553  
WATSON MUNDORFF BROOKS & SEPIC  
CONNELLSVILLE PA ENV

BOC-1226 PAGE 368

T H I S D E E D

MADE this 24th day of October in the year One thousand  
nine hundred seventy-seven (1977),

173/103  
BETWEEN WILLIAM J. MONTICUE and LAVERNE MONTICUE, his  
wife, of Saltlick Township, Fayette County, Pennsylvania, parties  
of the first part, GRANTORS,

A

N

D



INDIAN CREEK VALLEY WATER AUTHORITY, a quasi-municipal corporation,  
with its principal office located in Saltlick Township, Fayette  
County, Pennsylvania, party of the second part, GRANTEE,

WITNESSETH, that in consideration of Three Hundred  
(\$300.00) Dollars, in hand paid, the receipt whereof is hereby  
acknowledged, the said grantors do hereby grant and convey to the  
said grantee,

ALL that certain piece or parcel of land situate in  
Saltlick Township, Fayette County, Pennsylvania, more particularly  
bounded and described as follows:

BEGINNING at a point on the Easterly right of way line  
of Legislative Route 26051, which said point of beginning is at  
right angles to the center line of said Legislative Route 26051  
from a point which is 287.71 feet due South and a distance of 16.5  
feet at right angles in an Easterly direction from the terminus of  
said last mentioned distance from the intersection of the center

*C. Miller* AREA  
SCHOOL R. E. TRANS. TAX  
PAID 10/31 19 77 \$ 150  
RECEIPT# D811 H. WILLIAMS

*Laverne* AREA  
SCHOOL R. E. TRANS. TAX  
PAID 10/31 19 77 \$ 150  
RECEIPT# D812 H. WILLIAMS

BOOK 1226 PAGE 369

line of said Legislative Route 26051 and the extension of a fence line, the boundary line of property of Arnold Leighty, the angle between the said existing fence line and the said center line of said Legislative Route 26051 being 48° 38'; thence from said point of beginning by a line being an extension of the aforementioned line from the center of the aforesaid Legislative Route 26051 extending at a 90° angle from said Legislative Route 26051, through lands of grantors, 20 additional feet in a Northeasterly direction; thence by a line 20 feet distant and parallel to the Easterly boundary line of said Legislative Route 26051 a distance of 20 feet in a Southeasterly direction through lands of the grantors herein; thence by a line parallel to the first course of the subject premises a distance of 20 feet in a Southwesterly direction to the right of way of the aforesaid Legislative Route 26051; thence along the Easterly side of the right of way of said Legislative Route 26051, 20 feet to the place of beginning.

BEING a portion of the same property conveyed to William Monticue and Laverne Monticue, his wife, by deed of the Fayette County Tax Claim Bureau, dated March 14, 1972, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Vol. 1123, page 912.

ALSO BEING a portion of the same property conveyed by Lewis W. Cropp to Julius Cropp, by deed dated May 15, 1952, and recorded in the Recorder's Office aforesaid in Deed Book Vol. 753, page 227.

NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved Sept. 10, 1965).

662 B

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Paul V. Mahoy* ..... *Julian Creek Valley Water Authority*  
*J. J. W. Colton, Chairman* .....

This .... 31 ..... day of October, 1977 .....

BOOK 1226 PAGE 370

AND the said grantors do hereby covenant that they will  
WARRANT GENERALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set  
their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Adrian White*

*Adrian White*

*William J. Monticue* (SEAL)  
William J. Monticue

*Laverne M. Monticue* (SEAL)  
Laverne Monticue

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF FAYETTE :

On this, the 24<sup>th</sup> day of October, 1977, before me, the undersigned authority, personally appeared WILLIAM J. MONTICUE and LAVERNE MONTICUE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

*Betty P. Audapala*  
Notary Public

My Commission Expires: Nov. 10, 1980

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the within grantee is P. O. Box 290, Indian Head, Pennsylvania 15446.

October 24<sup>th</sup>, 1977.

*Paul W. Mahony*  
For Grantee

BCC: 1226 PAGE 371

1226-368

173/103 8818  
WILLIAM J. MONTICUE and  
LAVERNE MONTICUE, his wife,

to

INDIAN CREEK VALLEY WATER 103  
AUTHORITY.

900 ~~300~~ 300

GENERAL WARRANTY DEED

RECORDED  
Oct 31 2 34 PM '77  
HARRY L. WILLIAMS  
RECORDER  
FAYETTE COUNTY

*Filed*

LAW OFFICES  
BUCK, MARGOLIS, MAHONEY & GEORGE  
P. O. BOX P  
92 EAST MAIN STREET  
UNIONTOWN, PENNSYLVANIA 15401



STATE OF PENNSYLVANIA SS  
COUNTY OF FAYETTE  
Recorded on this 31st day of Oct. A.D. 19 77  
in the Recorder's Office of said county in Deed  
Book Vol. 1226 Page 368 Given under my hand  
and the seal of said office this date written  
Harry L. Williams Recorder of Deeds

12/4/67 1+4

BOOK 1054 PAGE 127



THIS DEED, Made this 4th day of December, 1967, between  
EASTERN ASSOCIATED COAL CORP., a West Virginia corporation,  
authorized to conduct business in the Commonwealth of Pennsylvania,  
having an office in the City of Pittsburgh, Pennsylvania, party of  
the first part (hereinafter sometimes called "Grantor"),

A  
N  
D

INDIAN CREEK VALLEY WATER AUTHORITY, a corporation organized under  
the provisions of the Municipality Authorities Act, approved May 2,  
1945, P.L. 382, as amended, party of the second part (hereinafter  
sometimes called "Grantee").

W I T N E S S E T H:

That Grantor does hereby grant and convey unto the Grantee,  
its successors and assigns, without consideration and as a gift  
and as a part of the water system conveyed by Grantor to Grantee  
by deed dated June 7, 1967, the following lot or parcel of real  
estate situate in Saltlick Township, Fayette County, Pennsylvania,  
and bounded and described as follows:

BEGINNING at a stake and running thence N. 46° 12'  
E. 20 feet to a stake; thence N. 43° 48' W. 20 feet to a  
stake; thence S. 46° 12' W. 20 feet to a stake; and  
thence S. 43° 48' E. 20 feet to a stake, the place of  
beginning, containing .00919 of an acre; and being the  
same tract or parcel of real estate heretofore conveyed  
unto Grantor by I. Stanley Wissinger and Lois K. Wissinger,  
his wife, by deed dated January 3, 1967.

With and appurtenant to the real estate hereinabove conveyed,  
said Grantor does also give and grant unto Grantee, its successors  
and assigns, the right to grade, build and use an access road

BOOK 1054 PAGE 128

extending from Route 711 to the real estate hereinabove conveyed; said access road to follow substantially the route colored in brown color on that certain map or plat dated 10-66, marked MT-1-36, attached to and made a part of the aforesaid deed from I. Stanley Wissinger and Lois K. Wissinger, his wife, to Grantor herein dated January 3, 1967, to which said map or plat reference is here made for a more particular identification of said access road herein granted and also for a more particular description of said .00919 of an acre tract hereinabove conveyed.

The above mentioned lot or parcel of real estate including said access road is a part of Lot No. 62 in the Melcroft Plan of Lots recorded in the Recorder's office of Fayette County, Pennsylvania, in Plan Book No. 10, page 31, and which were conveyed to the said I. Stanley Wissinger and Lois K. Wissinger, his wife, by Eastern Gas and Fuel Associates by deed dated February 13, 1964, and recorded in the Recorder's office of said Fayette County in Deed Book Vol. 988, page 39. Set forth in said deed dated February 13, 1964, are certain exceptions, reservations and provisions and this deed is made subject thereto in all respects.

In addition to the foregoing, this deed is further made subject to the right of reverter contained in the above mentioned deed dated January 3, 1967, between the said I. Stanley Wissinger and Lois K. Wissinger, his wife, and Grantor herein, reading as follows:

"Grantee represents that it is its present intention to install a chlorinator on the small lot or parcel of real estate hereinabove conveyed for the purpose of treating the water at its water system at Melcroft if deemed necessary; and it is understood between Grantors and Grantee that in the event Grantee, or its successors or assigns, should hereafter abandon said water system, then

BOOK 1054 PAGE 129

"and in such event said real estate and right of way for an access road herein conveyed and granted shall thereupon revert to Grantors, their heirs or assigns, as the case may be without anything further required to be done by Grantors or Grantee or their successors or assigns; provided, however, Grantee reserves the right to take and remove any and all buildings, machinery and equipment or otherwise it may have erected or placed thereon within six (6) months after any such abandonment."

TO HAVE AND TO HOLD the above described real estate and hereditaments hereby granted and conveyed unto Grantee, its successors and assigns, forever.

AND the said Grantor does hereby covenant that it will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be signed in its name by its President and its corporate seal to be hereunto affixed, attested by its Secretary, all upon due authority, the day and year first above written.

EASTERN ASSOCIATED COAL CORP.



By AP Bosley  
President

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Mary Lou Handells

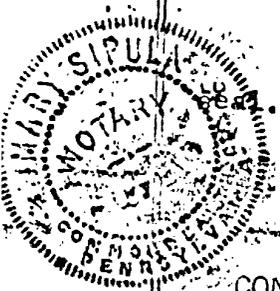
INDIAN CREEK VALLEY WATER AUTHORITY  
By Paul V. Mahoney  
Solicitor

BOOK 1054 PAGE 127

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

On this, the 28th day of December, 1967, before me, Mary Sipula, the undersigned officer, personally appeared A. P. Boxley, who acknowledged himself to be President of Eastern Associated Coal Corp., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official



Mary Sipula  
Notary Public

MARY S. SIPULA, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
March 4, 1968

CONNELLSVILLE AREA  
SCHOOL R. E. TRANS. TAX  
PAID 12-29 1967 \$ 1.04  
RECEIPT # 1561 H. WILLIAMS

12/29/67  
1.04

I hereby certify that the precise residence of the within named Grantee is

Deed 2144, Secretary, Indian Creek Valley Water Authority, Indian Head, Pa.

INDIAN CREEK VALLEY WATER AUTHORITY

By Saul W. Mahony  
*Solicitor*

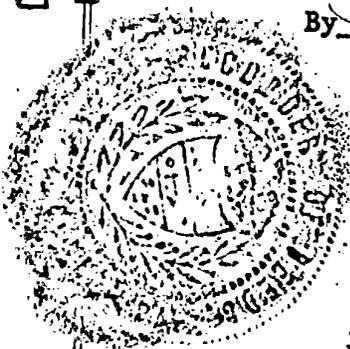
STATE OF PENNSYLVANIA }  
COUNTY OF FAYETTE } SS

Recorded on this 29th day of Dec. A. D. 19 67  
in the Recorder's Office of said county in Deed  
Book Vol. 1054 Page 127 Given under my hand  
and the seal of said office this day written

Harry L. Williams  
Recorder of Deeds

1054-127  
RECORDED  
Dec 29 3 04 PM '67

HARRY L. WILLIAMS  
RECORDER  
FAYETTE COUNTY



*Had a little money*

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199900022269 OR 2456 334

Affidavit of Value in File

**DEED IN LIEU OF FORECLOSURE**

MADE THIS 24<sup>th</sup> day of NOVEMBER, 1999, by and between:

HOMER A. NICHOLSON and EVELYN E. NICHOLSON, his wife, of Saltlick Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTORS";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or lot of land situate in the Township of Saltlick, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of roadway known as S. R. 1050, said point being the Northeast corner dividing lands of Homer A. and Evelyn E. Nicholson and lands of Thomas P. and Edith Nicholson; thence along dividing line of said lands, South 10 degrees West a distance of 73.20 feet to a point; thence departing dividing line of said lands South 83 degrees West a distance of 108.59 feet to a point; thence North 7 degrees West a distance of 70.00 feet to a point in roadway known as S. R. 1050; thence North 83 degrees East a distance of 130.00 feet to point at place of beginning.

CONTAINING 0.19 acres more or less.

EXCEPTING AND RESERVING, thereout and therefrom, the right in the grantors and the survivor of them during their lives to re-acquire without payment the property herein conveyed in the event grantee or any successor or assignee of grantee ever ceases to use for any purpose the property herein conveyed in connection with the supply of public water. It is the intent of this exception that upon the second to die of the grantors herein that the right to so acquire the within property in the event it is no longer used in any way to provide public water shall without notice terminate.

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

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199900022269 OR 2456 335

THIS description of a certain piece, parcel or lot of land is the same as shown on a plan prepared by Bankson Engineers, Inc. of Indianola, Pennsylvania for the Indian Creek Valley Water Authority on Drawing Number 2-520-63-1, dated August, 1999.

BEING a part of the same premises conveyed to Homer A. Nicholson and Evelyn E. Nicholson, his wife, by deed of Thomas P. Nicholson and Edith Nicholson, his wife, dated October 17, 1969, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Volume 1186, page 111.

AND the said Grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

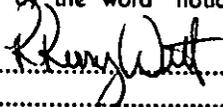
NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

### NOTICE

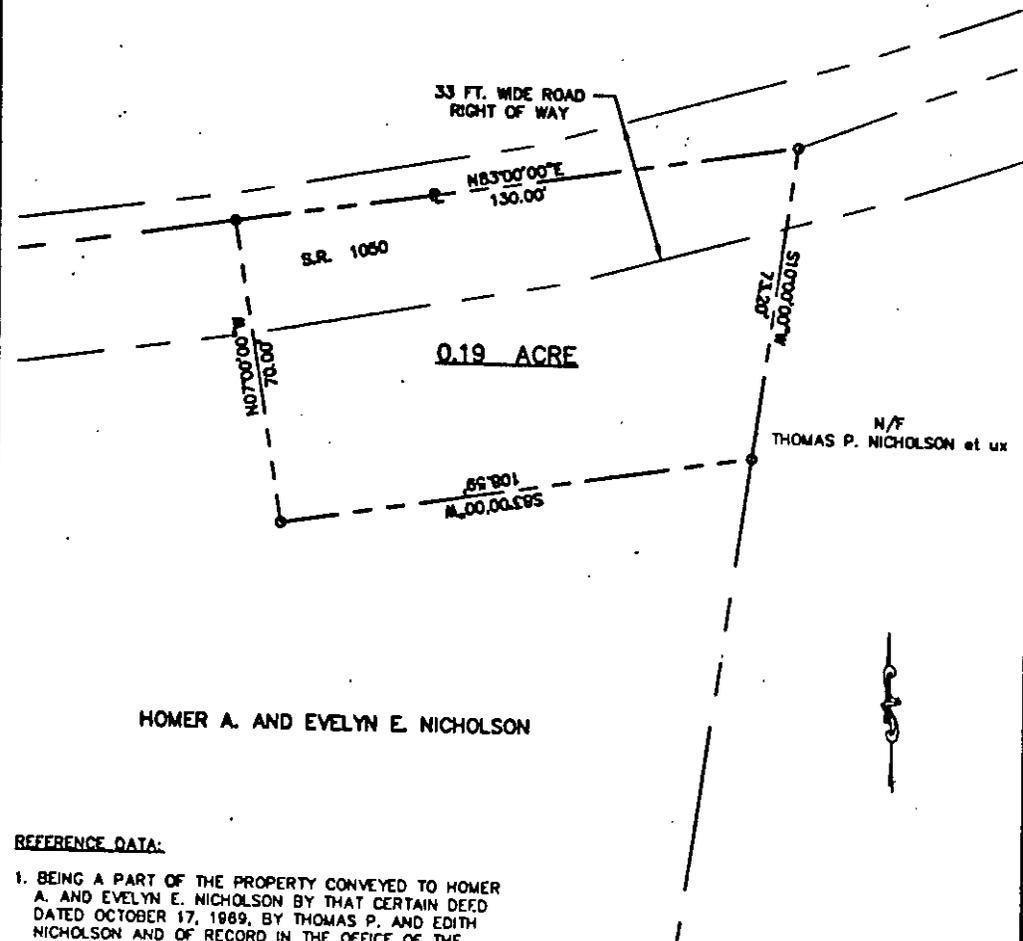
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness



This ..... 24th ..... day of ..... November, 1999 .....

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199900022269 OR 2456 336



HOMER A. AND EVELYN E. NICHOLSON

**REFERENCE DATA:**

1. BEING A PART OF THE PROPERTY CONVEYED TO HOMER A. AND EVELYN E. NICHOLSON BY THAT CERTAIN DEED DATED OCTOBER 17, 1989, BY THOMAS P. AND EDITH NICHOLSON AND OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF FAYETTE COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME 1186, PAGE 111.
2. IDENTIFIED ON TAX MAP 31-13 AS PARCEL B.
3. EXISTING FIELD EVIDENCE.

THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF FAYETTE  
ON BEHALF OF

SPRINGFIELD TOWNSHIP AND THE INDIAN CREEK VALLEY WATER AUTHORITY			
PUMP STATION LOT ACQUIRED FROM HOMER A. AND EVELYN E. NICHOLSON			
BANKSON ENGINEERS, INC. CONSULTING ENGINEERS SCHOOLA, PA. 16051	SCALE 1" = 30 FT.	DRAWN BY T.F.	SHEETS IN SET 1
	DATE AUG 1999	APPROVED BY K.A.H.	DRAWING NUMBER 2-520-63-1

REV. T.F. 10/8/99- REDUCED LOT SIZE

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GRANTORS HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTORS OR TO THE GRANTORS' ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

SIGNED:

Maria L. Swain Homer A. Nicholson (SEAL)  
HOMER A. NICHOLSON

Maria L. Swain Evelyn E. Nicholson (SEAL)  
EVELYN E. NICHOLSON

STATE OF PENNSYLVANIA

SS.

COUNTY OF FAYETTE

On this, the 24 day of November, 1999, before me, a notary public, the undersigned officer, personally appeared HOMER A. NICHOLSON and EVELYN E. NICHOLSON, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Maria L. Swain  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:



Notarial Seal  
Maria L. Swain, Notary Public  
Buttick Twp., Fayette County  
My Commission Expires Feb. 18, 2001  
Member, Pennsylvania Association of Notaries

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**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania, 15446.

WATSON MUNDORFF & BROOKS

December 7, 1999

BY: *Charles W. Watson*

CHARLES W. WATSON  
Attorney for Grantee  
n.t.s.

199900022269  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID B. MALOSKY  
On 12-30-1999 At 09:38 am.  
BEED 26.00  
OR Book 2456 Page 334 - 338

RECORDER, PLEASE MAIL TO:

WATSON MUNDORFF & BROOKS  
110 S ARCH ST  
CONNELLSVILLE PA 15425-3516



*Paula Pamm*

*Brooks*

*Watson*

6/7/67 1+4

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THIS DEED, Made this 7th day of June, 1967, between EASTERN ASSOCIATED COAL CORP., a West Virginia corporation, authorized to hold property and qualified to do business in the Commonwealth of Pennsylvania, party of the first part, hereinafter sometimes called "Grantor," and INDIAN CREEK VALLEY WATER AUTHORITY, a corporation organized under the provisions of the Municipality Authorities Act, approved May 2, 1945, P.L. 382, as amended, party of the second part, hereinafter sometimes called "Grantee."

WHEREAS, Grantor and its predecessor in title, Eastern Gas and Fuel Associates, have maintained a water spring (locally known as the "Pritts Spring") and water system for use by its Melcroft Mine, mine facilities and residents in the Town of Melcroft, in Saltlick Township, Fayette County, Commonwealth of Pennsylvania; and

WHEREAS, mining operations at the said Melcroft Mine have terminated; and

WHEREAS, Grantor now desires to convey said water spring and water system to Grantee, without cost, in order that Grantee may continue to supply water to the residents of said Town of Melcroft and such other parties as it may determine; and

WHEREAS, three tracts of real estate hereinafter designated as FIRST, SEVENTEENTH AND TWENTY-FIRST TRACTS are to be conveyed hereunder as a part of said water system, one of which has an acreage of approximately 1.15 acres, more or less, located around the water spring, a tract of 0.516 of an acre and a tract of approximately .50 of an acre which is located in the said Town of Melcroft; and

SEE AFFIDAVIT OF VALUE IN FILE.

*For reference to this deed see Plan Sh 10. Page 159*

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WHEREAS, a portion of said water system leading from said Pritts Spring to the Town of Melcroft consists of certain rights of way with certain rights appurtenant thereto which were acquired by said Eastern Gas and Fuel Associates, predecessor in title, under and by virtue of the several indentures and permits hereinafter mentioned and set forth, and the same are also to be conveyed hereunder; and

WHEREAS, the general direction of the water system leading from said Pritts Spring and extending to Route No. 711 at or near the Town of Melcroft is shown on a certain map entitled "Map Showing General Location of Water Line Pritts Spring to Melcroft," dated May 4, 67 - No. P-4-55, attached hereto and made a part hereof as a matter of general information; and the several rights of way and two tracts of real estate comprising this portion of said water system are hereinafter set forth under FIRST TRACT to TWENTIETH TRACT, inclusive; and

WHEREAS, said Eastern Gas and Fuel Associates has furnished water to certain residents and other property owners in said Town of Melcroft by means of a water system consisting of water pipes now in place and this portion of said water system is hereinafter conveyed by Grantor to Grantee as the TWENTY-FIRST TRACT which conveys a water tank site located in the Town of Melcroft and the TWENTY-SECOND TRACT which conveys the pipe and water system now in place in the Town of Melcroft by a general reference thereto.

NOW, THEREFORE, in consideration of the premises, said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, without consideration and as a gift, the

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following three tracts or parcels of real estate hereinafter designated as FIRST, SEVENTEENTH AND TWENTY-FIRST TRACTS, together with certain rights of way or easements as hereinafter described for the purpose of constructing, laying, maintaining, operating, using, renewing and repairing pipe lines and all appliances, facilities, equipment and appurtenances necessary and convenient in connection therewith for the transportation of water in, under, along and across the following tracts of land, all situate in said Saltlick Township, the centerlines of certain of said rights of way or easements being more particularly described as follows, to wit:

FIRST TRACT: A certain tract or parcel of real estate located around the said Pritts Spring conveyed and intended to be conveyed herein containing 1.15 acres, more or less, and being a part and parcel of a certain tract or parcel of real estate containing 165.395 acres, more or less, of land described and conveyed as Tract No. 234 of Group IV in that certain Deed from Eastern Gas and Fuel Associates to Grantor, dated as of the 1st day of July, 1965, and recorded in the Recorder's office of said Fayette County, in Deed Book No. 1017, page 395, and which said tract or parcel of 1.15 acres, more or less, including the water spring and cistern located thereon is bounded and described as follows:

BEGINNING at a point on the southern line of a certain tract or parcel of real estate owned by the Grantor containing 165.395 acres, more or less, as laid down and delineated on that certain Map No. MT-4-6 dated 5-25-46 attached to and made a part of that certain Indenture dated June 6, 1947, between Indian Creek Coal and Coke Company and Eastern Gas and Fuel Associates,

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recorded in the Recorder's office of said Fayette County in Deed Book No. 640, page 178, and also on a line of lands now or formerly of J. B. Holderbaum Estate, said point being situate N. 78° 26' W. a distance of 180 feet, more or less, from a stake, formerly witch hazel; thence continuing along said line, N. 78° 26' W. 225 feet, more or less, to a point; thence N. 31° 00' E. 285 feet, more or less, to a point; thence S. 59° 00' E. 205 feet, more or less, to a point; thence S. 31° 00' W. 205 feet, more or less, to the point at the place of beginning, containing 1.15 acres, more or less.

SECOND TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described) and extends from the above mentioned Pritts Spring over, across and under the aforesaid tract or parcel of real estate containing 165.395 acres, more or less, acquired by Grantor from Eastern Gas and Fuel Associates by said Deed dated as of the 1st day of July, 1965, that is to say:

BEGINNING at a point situate S. 31° 00' W. a distance of 25 feet, more or less, from the northwestern corner of the last above described tract or parcel of land containing 1.15 acres, more or less; thence N. 51° 32' W. 2055 feet, more or less, to a point on the northern line of the aforesaid 165.395 acre tract of Grantor herein, said point being situate N. 57° 40' W. 20 feet, more or less, from a common corner to lands now or formerly of S. T. Pritts and said 165.395 acre tract.

THIRD TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on each side of the centerline hereinafter next described) and is shown in brown on a white print map attached to and made a part of that certain Indenture dated June 6, 1947, from Indian Creek Coal and Coke Company to Eastern Gas and Fuel Associates, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 640, page 178, and which map is entitled "Pipe Line Right of Way Conveyed by Indian Creek Coal and Coke Company to Eastern Gas and Fuel Associates," dated May 6, 1947, and numbered P-5-8, that is to say:

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BEGINNING at a point on the boundary line between said lands of the J. B. Holderbaum Estate and said lands of Indian Creek Coal & Coke Company (said point being S. 5° 25' W. 195 feet, more or less, from another common corner of said boundary line; thence continuing across the said lands of Indian Creek Coal and Coke Company and up the east bank of said Neal's Run S. 33° 55' E. 146.59 feet to a point (Sta. 3433); thence S. 51° 17' E. 225.84 feet to a point (Sta. 3434); thence S. 82° 46' E. 285.26 feet to a point (Sta. 3435); thence recrossing said Neal's Run S. 71° 41' E. 296.65 feet to a point (Sta. 3436); thence S. 71° 30' E. 187.74 feet to a point (Sta. 3437); thence recrossing said Neal's Run S. 82° 21' E. 167.83 feet to a point (Sta. 3438); thence S. 89° 32' E. 203.09 feet to a point (Sta. 3439); thence recrossing said Neal's Run S. 80° 20' E. 293.35 feet to a point (Sta. 3440); thence S. 89° 20' E. 294.14 feet to a point (Sta. 3441); thence N. 84° 15' E. 125.26 feet to a point (Sta. 3442); thence recrossing said Neal's Run S. 81° 59' E. 270.00 feet to a point; thence S. 39° 30' E. 96.38 feet to a point; thence S. 13° 50' E. 133.00 feet to a point (Sta. 3444); thence S. 11° 43' E. 274.64 feet to a point (Sta. 3445); thence S. 21° 50' E. 105.14 feet to a point (Sta. 3446); thence S. 20° 22' E. 531.50 feet to a point on the boundary line between said lands of the Indian Creek Coal & Coke Company and other lands now or formerly of the said Indian Creek Coal & Coke Company, known as the "William Pritts Spring Tract," (said point being N. 57° 40' W. 20 feet, more or less, from stones, a common corner to said lands of the Indian Creek Coal & Coke Company and to lands of Samuel T. Pritts).

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor as a part of Tract No. 234, of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

FOURTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline next described) and was conveyed by Harriet B. Holderbaum and John I. Holderbaum, Executors of the Estate of James B.

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Holderbaum, deceased, to Eastern Gas and Fuel Associates by Indenture dated February 23, 1946, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 619, page 291, that is to say:

BEGINNING at a point on the property line between lands of the James B. Holderbaum Estate and lands of Indian Creek Coal and Coke Company, said point being S. 20° 10' W. 58 feet from a common corner of lands formerly of James M. Tinkey (now Indian Creek Coal and Coke Company), lands formerly of D. Fox (now Indian Creek Coal and Coke Company), lands formerly of James H. Miller (now Indian Creek Coal and Coke Company), and lands of the James B. Holderbaum Estate; thence through lands of said James B. Holderbaum Estate S. 43° 49' E. 130 feet to a point; thence S. 39° 53' E. 32 feet to a point on the property line between lands of said James B. Holderbaum Estate and lands of Indian Creek Coal and Coke Company, said point being S. 5° 25' W. from a common corner of lands of James B. Holderbaum Estate and Indian Creek Coal and Coke Company.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (k) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

FIFTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on each side of the centerline hereinafter next described) and is shown in brown on two sections of the aforesaid white print map numbered P-5-8, attached to and made a part of the aforesaid Indenture dated June 6, 1947, between Indian Creek Coal and Coke Company and Eastern Gas and Fuel Associates also referred to under the above THIRD TRACT, that is to say:

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BEGINNING on the east side of the public road (Township Route 727) at a point on the boundary line between lands of H. M. Hughes and lands of Indian Creek Coal and Coke Company (said point being S. 55° 20' E. 745 feet from a point, a common corner to lands of said H. M. Hughes and lands of unknown ownership); thence across said lands of Indian Creek Coal and Coke Company and up the east bank of Neal's Run S. 15° 00' E. 150.00 feet to a point; thence S. 6° 00' E. 127.00 feet to a point; thence S. 0° 15' E. 150.00 feet to a point; thence S. 5° 50' W. 80.00 feet to a point; thence S. 19° 30' W. 177.00 feet to a point; thence S. 10° 50' W. 250.00 feet to a point (Sta. 3405); thence S. 4° 33' W. 103.71 feet to a point (Sta. 3406); thence crossing Township Route 725 and said Neal's Run S. 13° 17' E. 295.13 feet to a point (Sta. 3407); thence recrossing said Neal's Run S. 7° 36' E. 269.94 feet to a point (Sta. 3408); thence S. 18° 04' E. 246.80 feet to a point (Sta. 3409); thence recrossing said Neal's Run S. 7° 24' E. 355.67 feet to a point (Sta. 3411); thence up the west bank of said Neal's Run S. 31° 24' E. 210.63 feet to a point (Sta. 3412); thence S. 40° 45' E. 286.37 feet to a point (Sta. 3413); thence S. 43° 18' E. 149.86 feet to a point (Sta. 3414); thence S. 69° 27' E. 152.84 feet to a point (Sta. 3415); thence S. 82° 17' E. 298.35 feet to a point (Sta. 3416); thence N. 87° 46' E. 115.51 feet to a point (Sta. 3417); thence recrossing said Neal's Run N. 82° 42' E. 272.47 feet to a point (Sta. 3418); thence S. 88° 01' E. 137.08 feet to a point (Sta. 3419); thence recrossing said Neal's Run S. 75° 22' E. 296.71 feet to a point (Sta. 3420); thence up the west bank of said Neal's Run N. 88° 49' E. 170.00 feet to a point; thence S. 66° 10' E. 350.00 feet to a point; thence crossing Township Route 725 S. 68° 10' E. 306.00 feet to a point; thence S. 39° 58' E. 73.24 feet to a point (Sta. 3424); thence S. 47° 27' E. 298.37 feet to a point (Sta. 3425); thence S. 48° 33' E. 220.05 feet to a point (Sta. 3426); thence recrossing said Neal's Run S. 73° 55' E. 282.00 feet to a point near the eastern abutment of a highway bridge; thence up the east bank of said Neal's Run S. 65° 00' E. 136.00 feet to a point; thence S. 76° 05' E. 144.00 feet to a point; thence S. 61° 01' E. 296.17 feet to a point (Sta. 3429); thence S. 59° 42' E. 223.55 feet to a point (Sta. 3430); thence crossing a branch S. 50° 51' E. 255.36 feet to a point on the boundary line between lands of said Indian Creek Coal & Coke Company and lands of the J. B. Holderbaum Estate (said point being S. 20° 10' W. 58 feet from a common corner of said boundary line near a bridge across said branch).

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The above mentioned section of right of way for a pipe line was conveyed by Eastern Gas and Fuel Associates to Grantor as a part of Tract No. 234 of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

SIXTH TRACT: The following right of way for a pipe line crosses the Macadam Road Route 26060 at the intersection of Route No. 725+100 feet for a distance of thirty-three (33) feet and thence along Township Route No. 725 for a distance of 1812 feet and being the sections numbered 2 and 3 as shown on that certain Drawing entitled "Map Showing Pipe Line Licenses By Pennsylvania Department of Highways to Eastern Gas and Fuel Associates November 7, 1945," attached to and made a part of that certain Highway Occupancy Permit No. P-12-3632 dated December 5, 1945, granted by the District Engineer of the Secretary of Highways for the Commonwealth of Pennsylvania to Koppers Coal Division, Eastern Gas and Fuel Associates, predecessor in title, as amended by Supplemental Highway Permit No. S-12-1329 dated June 7, 1946.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (m) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

SEVENTH TRACT: The following right of way for a pipe line is 33 feet in width (being 16-1/2 feet on each side of the

BOOK 1054 PAGE 139

centerline hereinafter next described) designated as Tract C. and is shown on a white print map attached to and made a part of the aforesaid Indenture dated June 6, 1947, between Indian Creek Coal and Coke Company and Eastern Gas and Fuel Associates and which map is entitled "Conveyance of Three Parcels of the Indian Creek Coal and Coke Company Railroad Right of Way to Eastern Gas and Fuel Associates," dated May 9, 1947, and numbered P-3-26, that is to say:

BEGINNING on the right of way of the public road (Route No. 26060) at a point on the boundary line between lands of H. M. Hughes (formerly D. B. Zimmerman), and lands of Martin Curaney (formerly John B. Bungard), said point being S. 67° 37' E. 105.55 feet from a common corner of said lands of H. M. Hughes and Martin Curaney; thence through said lands of Martin Curaney, N. 20° 03' W. 650.54 feet to a point on the right of way of Township Route No. 727; thence along said right of way, N. 31° 40' W. 208 feet, more or less, to a point on the boundary line between lands of said Martin Curaney and lands of J. A. and J. N. Stanton.

The above mentioned section of right of way for a pipe line was conveyed by Eastern Gas and Fuel Associates to Grantor as a part of Tract No. 234 of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

EIGHTH TRACT: The following right of way for a pipe line is located along Township Route No. 727 from Station 0+70 to 7+0 and from 14+0 to 62+20 for a distance of approximately 5450 feet and being the section numbered 4 composed of several parts interspersed with certain tracts hereinafter mentioned, all as shown on the aforesaid drawing attached to and made a part of said Highway Occupancy Permit No. P-12-3632, dated December 5, 1945, as amended by Supplemental Highway Permit No. S-12-1329, dated June 7, 1946, hereinbefore mentioned under SIXTH TRACT.

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NINTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on each side of the centerline hereinafter next described) and is shown in brown on a white print map attached to and made a part of that certain Indenture dated January 7, 1946, between H.L. Howard et ux. and Eastern Gas and Fuel Associates, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 619, page 253, and which map is entitled "Pipe Line Right of Way Through Lands of H. L. and Emma M. Howard," dated 11-9-45, and numbered P-1-32, that is to say:

BEGINNING at a point on the eastern boundary of the Indian Creek Valley Lumber Company railroad right of way, said point being S. 48° 43' E. 268 feet from a common corner of lands of the Grantors herein and lands of Jacob Geary, said corner being on the north bank of Back Creek and 100 feet more or less, from a highway bridge; thence through lands of said Grantors herein S. 61° 50' E. 194 feet crossing Back Creek to a point on the west side of Township Road No. 727.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (j) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

TENTH TRACT: The following right of way for a pipe line is 33 feet in width (being 16-1/2 feet on each side of the centerline hereinafter next described) designated as Tract B and is shown on said white print Map No. P-3-26 attached to and made a part of the aforesaid Indenture dated June 6, 1947, between Indian Creek Coal and Coke Company and Eastern Gas and Fuel Associates, that is to say:

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BEGINNING on the right of way of the aforementioned public road at that certain point on the boundary line between said lands of H. L. Howard and lands of Jacob Geary, above described as the point of beginning of Parcel "A" aforementioned; thence through said lands of H. L. Howard along a curve to the right with a radius of 450 feet, more or less, 244 feet, more or less, to a point; thence crossing Back Creek, S. 42° 52' E. 786.20 feet to a point; thence S. 42° 52' E. 82.00 feet to a point; thence re-crossing Back Creek, S. 38° 26' E. 319.00 feet to a point on the boundary line between lands of said H. L. Howard and lands of J. A. and J. N. Stanton (formerly James Stanton), said point being S. 64° 00' W. 128.50 feet from a point in the aforesaid public road, a common corner to lands of said H. L. Howard, lands of said J. A. and J. N. Stanton, and lands of N. L. Brooks.

The above mentioned section of right of way for a pipe line was conveyed by Eastern Gas and Fuel Associates to Grantor as a part of Tract No. 234 of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

ELEVENTH TRACT: The following right of way for a pipe line is 33 feet in width (being 16-1/2 feet on each side of the centerline hereinafter next described) designated as Tract A and is shown on said white print Map No. P-3-26 attached to and made a part of the aforesaid Indenture dated June 6, 1947, between Indian Creek Coal and Coke Company and Eastern Gas and Fuel Associates, that is to say:

BEGINNING on the right of way of the public road (Township Route 727) at a point on the boundary line between lands of H. L. Howard (formerly Miles Hostetler), and land of Jacob Geary (formerly Catherine Foust and Elizabeth Lohr), said point being S. 11° E. 82 feet, more or less, from a point, a common corner to said lands of H. L. Howard and Jacob Geary; thence through said lands of Jacob Geary along a curve to the left with a radius of 450 feet,

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more or less, 158 feet, more or less, to a point; thence S. 87° 18' W. 263 feet, more or less, to a point; thence along a curve to the left with a radius of 190 feet, more or less, 71 feet, more or less, to a point; thence S. 64° W. 90 feet to a point; thence S. 61° W. 132 feet to a point; thence S. 58° 30' W. 234 feet, more or less, to a point on the boundary line between lands of said Jacob Geary and lands now or formerly of Joseph F. Adams.

The above mentioned section of right of way for a pipe line was conveyed by Eastern Gas and Fuel Associates to Grantor as a part of Tract No. 234 of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT..

TWELFTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the center-line hereinafter next described) and was conveyed by A. E. Del Vitto et ux. to Eastern Gas and Fuel Associates by Indenture dated December 10, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 606, page 447, that is to say:

BEGINNING on the eastern boundary line of the right of way line of public highway Route No. 26138, at a point distant 150 feet, more or less, in a northeasterly direction from the place of intersection of the center line of said public highway Route No. 26138 with the center line of public highway route No. 727 (which point is also at the southeasterly end of the center line of a right of way through and across said public highway Route No. 26138, as granted by the Commonwealth of Pennsylvania Department of Highways to the Grantee herein); thence through and across lands of the Grantors herein S. 60° 00' E. a distance of 100 feet to a point on the northerly side of said public highway Route No. 727.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (h) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

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NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

THIRTEENTH TRACT: The following right of way for a pipe line crosses Macadam Road Route 26138 at the intersection of Route No. 727+70 for a distance of approximately thirty-three (33) feet and being the section numbered 1 as shown on the aforesaid Drawing attached to and made a part of said Highway Occupancy Permit No. P-12-3632 dated December 5, 1945, as amended by Supplemental Highway Permit No. S-12-1329, dated June 7, 1946, hereinbefore mentioned under SIXTH and EIGHTH TRACTS.

FOURTEENTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described in two sections, one of which follows the right of way for a pipe line hereinafter next conveyed as FIFTEENTH TRACT) and was conveyed by Anna L. Bittner, widow, to Eastern Gas and Fuel Associates by Indenture dated November 2, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 606, page 356, that is to say:

BEGINNING at a point on the boundary line between lands of Grantor herein and lands now or late of William H. Adams and Lucartha Adams, his wife (which point is N. 58° E. 58 feet from corner common to lands of Grantor herein and lands now or late of William H. Adams and Lucartha Adams, his wife); thence through and across lands of Grantor herein S. 60° 00' E. a distance of 420 feet to a point (which point is 150 feet, more or less, in a northeasterly direction from the intersection of the center line of public highway route No. 26138 with the center line of public highway route No. 727) on the westerly boundary of public highway route No. 26138 right of way line.

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BEGINNING at a point, which point is a common corner of lands of Grantor herein, lands now or late of John Faust and lands now or late of T. S. Geary and Nannie Geary, his wife; thence through and across lands of the Grantor herein S. 60° 00' E. a distance of 1190 feet to a point (which point is due east 128 feet from a common corner of lands of Grantor herein, lands now or late of William H. Adams and Lucartha Adams, his wife, and lands now or late of Calvin Witt) on the boundary line between lands of Grantor herein and lands now or late of William H. Adams and Lucartha Adams, his wife.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (e) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

FIFTEENTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described) and was conveyed by William H. Adams et ux. to Eastern Gas and Fuel Associates by Indenture dated November 21, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 618, page 228, that is to say:

BEGINNING on the dividing line between lands of Grantors herein and lands of Anna L. Bittner, widow, at a point due East 128 feet from a corner common to lands of the Grantors herein, lands of Anna L. Bittner, widow, and lands of Calvin Witt; thence through and across lands of the Grantors herein S. 60° 00' E. a distance of 530 feet to a point (said point being N. 58° E. 58 feet from a corner common to lands of Grantors herein and other lands of Anna L. Bittner, widow) on the dividing line between lands of the Grantors herein and other lands of Anna L. Bittner, widow.

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The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (1) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

SIXTEENTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described in two sections, one of which follows the 0.516 of an acre tract of real estate herein- after conveyed under SEVENTEENTH TRACT) and was conveyed by T. S. Geary et ux. to Eastern Gas and Fuel Associates by Indenture dated November 2, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 605, page 534, that is to say:

BEGINNING at a point on the dividing line between lands of George W. Lowery and Ida Lowery, his wife, and lands of Grantors (formerly Samuel Coffman) herein, (said point being on the center line and at the south- easterly end of a certain right of way as granted by said George W. Lowery and Ida Lowery, his wife, to the Grantee herein); thence through and across lands of the Grantors herein S. 51° 05' E. a distance of 668.50 feet to a stake (being the northwest corner of a 0.516 acre tract of land of the Grantee herein lying and being within said lands of the Grantors herein); thence commencing again on the easterly boundary line of said 0.516 acre tract of land of the Grantee herein at a point S. 2° 00' E. 111.77 feet from the northeast corner of said 0.516 acre tract of land of the Grantee herein; and thence continuing through and across said lands of the Grantors herein S. 65° 53' E. a distance of 1080.50 feet to a point at a corner common to lands of the Grantors herein, lands of Anna L. Bittner, widow, and lands of John Foust.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to

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Grantor under paragraph (f) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

SEVENTEENTH TRACT: The following tract or parcel of real estate, containing 0.516 of an acre, was conveyed by T. S. Geary et ux. to Eastern Gas and Fuel Associates by Indenture dated November 2, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 606, page 357, and located thereon is a 50,000 gallon wooden storage tank, a part of said water system, that is to say:

BEGINNING at a stake in the lands of the Grantors herein (which stake is located in the center line and at the southeasterly end of a certain right of way extending S. 51° 05' E. a distance of 668.50 feet through and across lands of the Grantors herein from the boundary line of lands of the Grantors herein and lands of George W. Lowery and Ida Lowery, his wife); thence N. 88° 00' E. a distance of 150 feet to a stake on the west side of the old township road; thence along the west side of said old township road S. 2° 00' E. a distance of 150 feet to a stake; thence S. 88° 00' W. a distance of 150 feet to a stake; and thence N. 2° 00' W. a distance of 150 feet to the stake at the place of beginning.

The above mentioned tract or parcel of real estate was conveyed by Eastern Gas and Fuel Associates to Grantor as Tract 214 of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

EIGHTEENTH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described) and was conveyed by George W. Lowery et ux. to Eastern Gas and Fuel Associates by Indenture dated November 2, 1945, recorded in the Recorder's

BOOK 1054 PAGE 147

office of said Fayette County in Deed Book Vol. 605, page 532,  
that is to say:

BEGINNING on the southerly boundary line of the Indian Creek Valley branch of the Baltimore and Ohio Railroad Company right of way at a point N. 59° 00' E. 200 feet from a stake at the corner of lands common to the Grantors herein, the Baltimore and Ohio Railroad Company and others; thence through and across lands of the Grantors herein S. 44° 30' E. a distance of 364 feet to a point on the dividing line between lands of the Grantors herein and lands now or late of T. S. Geary (formerly Samuel Coffman).

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (g) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

NOTE: Running from Pritts Spring to Melcroft, the calls on the above centerline description are reversed.

NINETEENTH TRACT: The following License and Permit to lay and maintain one 6 inch transmission pipe at the location indicated in yellow on two plans dated June 5, 1945, for the purpose of transporting water under and across the land and under the tracks of The Baltimore and Ohio Railroad Company at Val. Sta. 778+25, Melcroft, Pennsylvania, as shown on said two plans attached to and made a part of that certain Agreement dated as of the 29th day of November, 1945, between said The Baltimore and Ohio Railroad Company, operating the property of Indian Creek Valley Railway Company and Koppers Coal Division, Eastern Gas and Fuel Associates.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to

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Grantor under paragraph (q) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

TWENTIETH TRACT: The following right of way for a pipe line is 12 feet in width (being 6 feet on either side of the centerline hereinafter next described) and was conveyed by Harry G. Randall et ux. to Eastern Gas and Fuel Associates by Indenture dated November 2, 1945, recorded in the Recorder's office of said Fayette County in Deed Book Vol. 605, page 533, that is to say:

BEGINNING on the northerly boundary line of the Indian Creek Valley branch of the Baltimore and Ohio Railroad Company right of way, at a point N. 59° 00' E. 124 feet from a corner common to lands of the Grantors herein, lands of the Grantee herein and lands of the Baltimore and Ohio Railroad Company; thence through and across lands of the Grantors herein N. 44° 30' W. a distance of 110 feet (crossing Indian Creek) to a point on the dividing line between lands of the Grantors and Grantee herein.

The above mentioned section of right of way for a pipe line was conveyed by said Eastern Gas and Fuel Associates to Grantor under paragraph (d) of Group IV in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT.

TWENTY-FIRST TRACT: The following tract or parcel of real estate contains .50 of an acre, more or less, situate in the said Town of Melcroft, and is a part and parcel of that certain tract or parcel of real estate described and conveyed as Tract No. 11 of Group I containing 80.84 acres, more or less (Henry Berger et al. Tract) in said Deed dated as of the 1st day of July, 1965, hereinabove mentioned under FIRST TRACT, and located thereon is a 10,000 gallon wooden storage tank, a part of said

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water system, that is to say:

BEGINNING at a point at the northerly corner of a certain adjoining tract or parcel of surface land containing 3.86 acres, more or less, heretofore conveyed by Eastern Gas and Fuel Associates, predecessor in title, to James Hess and Dorothy Hess, his wife, by Deed dated August 7, 1963, and running thence N. 17° 48' W. 65 feet to a point; thence N. 72° 36' E. 217.80 feet to a point; thence S. 17° 48' E. 100 feet to a point; thence S. 72° 36' W. 217.80 feet to a point on one of the eastern lines of said 3.86 acres surface tract; and thence with said line of said 3.86 acres surface tract N. 17° 48' W. 35 feet to a point, the place of beginning, containing .50 of an acre, more or less.

TWENTY-SECOND TRACT: Said water system herein conveyed and intended to be conveyed originates at said Pritts Spring and extends by gravity therefrom to the distribution system in the Town of Melcroft and consists of approximately 39,000 feet of pipe composed principally of 4 and 6 inch transite pipes, 1 and 2 inch steel pipes with copper or galvanized service lines which are buried on or substantially on the above mentioned rights of way, permits and three tracts of real estate. Located in said Town of Melcroft and as a part of said distribution system are water pipes now in place and buried with connections and otherwise which presently serve approximately 81 customers and furnish water to 11 fire hydrants, and the same are also hereby transferred and conveyed by Grantor to Grantee as a part of said water system.

Notwithstanding anything to the contrary herein contained, certain operating and maintenance rights and privileges were hereinabove granted by Grantor to Grantee as appurtenant to the aforesaid rights of way, and the same are limited to such operating and maintenance rights and privileges contained in the various instruments by which Grantor or its predecessors acquired the same. It is recognized between the parties hereto that

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Grantor or its predecessors in title were the owners of a substantial portion of real estate comprising the Town of Melcroft, that from time to time certain lots or parcels of said real estate were sold to other parties, all as shown by the public records, and the operating and maintenance rights and privileges appurtenant to said distribution system in said Town of Melcroft are also limited to the operating and maintenance rights and privileges which Grantor has the right to convey by its ownership or which were excepted and reserved by Grantor or its predecessors in title and are owned by Grantor.

EXCEPTING AND RESERVING, thereout and therefrom all oil, gas, coal and other minerals in and underlying the above mentioned real estate designated as SEVENTEENTH TRACT and TWENTY-FIRST TRACT herein conveyed, together with the right to mine and remove all of the same, without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said surface thereof or to anything therein or thereon by reason of the mining or removal thereof, and together with all surface privileges to pump, drain or ventilate said coal and other coal, and with the right to make and maintain tracks, roads and ways in and through the mines forever for the transportation and drainage of said coal and minerals, and of coal, minerals and supplies to and from other lands.

TO HAVE AND TO HOLD the said described premises and hereditaments with the appurtenances thereto hereby granted or conveyed unto Grantee, its successors and assigns, forever.

And the said Grantor does hereby covenant that it will warrant specially the property hereby conveyed.



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I hereby certify that the precise residence of the  
within named Grantee is W. Dean White Secretary  
Indian Creek Valley Water Authority  
Indian Head, Pa.

INDIAN-CREEK VALLEY WATER AUTHORITY

By Paul V. Mahoney  
*Solicitor*

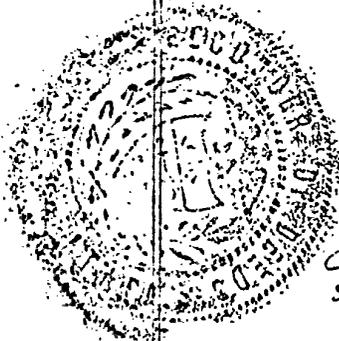
*L. J. J. 7000*  
*3900*

6755 1054-131

RECORDED

DEC 29 3 08 PM '67

HARRY L. WILLIAMS  
RECORDER  
FAYETTE COUNTY



STATE OF PENNSYLVANIA } SS  
COUNTY OF FAYETTE

Recorded on this 29th day of Dec. A. D. 19 67  
in the Recorder's Office of said county in Deed  
Book Vol. 1054 Page 131 Given under my hand  
and the seal of said office this day written

Harry L. Williams Recorder of Deeds

*Mrs. Abby Mahoney*

CWW:cindy/home/wpdocs/dccds/gicvwa 6/27/95

1569 PG0255

**DEED**

MADE THIS 6th day of MAY, 1995, by and between:

KATHARINE H. LEATHAM and JAMES C. LEATHAM, her husband, of Doylestown, Bucks County, Pennsylvania, MARY ELIZABETH HUGHES BROWN and DAVID W. BROWN, her husband, of Pittsburgh, Allegheny County, Pennsylvania, EDWARDE E. HUGHES, III, and CONNIE HUGHES, his wife, of Valencia, Butler County, Pennsylvania, DOROTHY H. SPENCER and CURTIS W. SPENCER, her husband, of Long Beach, Los Angeles County, California, DAVID B. HUGHES and LOUIE DEANE M. HUGHES, his wife, of Pittsburgh, Allegheny County, Pennsylvania, hereinafter referred to as "GRANTORS";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$3,200.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee,

ALL those certain pieces, parcels or tracts of land situate in the Township of Saltlick, Fayette County, Pennsylvania, more particularly bounded and described as follows:

LOT NUMBER 1:

BEGINNING at an existing 1-inch pipe in a stone pile at the northwest corner of the land of Katharine H. Leatham, et al, described as "Parcel One" in Deed Book Volume 1209, Page 1125, of which the herein described parcel of land

Saltlick  
R.E. TRANS. TAX PAID  
\$10 1995 \$16  
Rec. # 2833 Recorder of Deeds

Saltlick  
R.E. TRANS. TAX PAID  
\$10 1995 \$16  
Rec. # 2833 Recorder of Deeds

CWW:cindy/home/wpdocs/deeds/gicrwa 4/2095

K1569 PG0256

is a part, and the said corner is common to the northeast corner of Lot Number 2, which is described below, and land now or formerly of Brad D. Ream; thence along the land of said Ream South 86 degrees 15 minutes East for a distance of 121.12 feet to a point on the westerly side of SR 1054, a 33 foot wide state road formerly known as L. R. 26060; thence along the westerly side of the said road in a southwesterly direction by a curve to the left having a radius of 339.54 feet for an arc distance of 41.81 feet to a point on the same; thence continuing along the said road South 27 degrees 16 minutes 36 seconds West for a distance of 58.82 feet to a point on the same; thence continuing along the said road South 25 degrees 50 minutes 31 seconds West for a distance of 67.43 feet to a point on the same; thence through the parcel of which this is a part North 64 degrees 09 minutes West for a distance of 57.49 feet to a point on the original dividing line of the lands of said Leatham, et al., and being the southern corner of said Lot Number 2, described below; thence along said Lot Number 2 North 3 degrees 45 minutes East for a distance of 132.00 feet to a point at the place of beginning.

CONTAINING 0.288 acre.

LOT NUMBER 2:

BEGINNING at an existing 1-inch pipe in a stone pile at the northeast corner of the land of Katharine H. Leatham, et al., described as "Parcel Two" in Deed Book Volume 1209, Page 1125, of which the herein described parcel of land is a part, and the said corner is common to the northwest corner of Lot Number 1, which is described above, and land now or formerly of Brad D. Ream; thence along said Lot Number 1 and the original dividing line of the lands of said Leatham, et al., South 3 degrees 45 minutes West, deed reads South 7 degrees West, for a distance of 132.00 feet to a point on the same and the southwest corner of said Lot Number 1; thence through the land of said Leatham, et al., North 37 degrees 30 minutes West for a distance of 136.25 feet to a point; thence North 1 degrees 40 minutes West for a distance of 79.95 feet to an existing roof bolt in a stone at a common corner of said Leatham, et al., and land now or formerly of Rudy Z. Cramer and being on the dividing line of the land of the aforementioned Brad D. Ream; thence along said land of Ream South 28 degrees 40 minutes 40 seconds East for a distance of 50.00 feet, deed reads South 30 degrees 70 feet, to an existing 3/4-inch pipe corner; thence continuing along said land of Ream South

K1569 PG1257

CWW:cindy/home/wpdocs/deeds/gicvwa 4/20/95

79 degrees 55 minutes 40 seconds East, deed reads South 81 degrees East, for a distance of 71.00 feet to a point at the place of beginning.

CONTAINING 0.189 acre.

THESE descriptions of pieces, parcels or lots of land are the same as shown on a plan prepared by Bankson Engineers, Inc., of Indianola, Pennsylvania, for the Indian Creek Valley Water Authority on Drawing Number 2-520-30-1, dated July 1994, and revised on February 3, 1995.

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

ALL of the property conveyed herein is SUBJECT TO the following purchase rights herein granted:

ALL of Grantors living on the date of the proposed sale shall have the equal right of first refusal to purchase all or any portion of the within property, which right must be communicated in writing to each of Grantors who shall have the right to purchase said property interest for the same consideration and subject to the same terms as offered by the Grantee to another party; provided, however, that the Grantors shall forward their election in writing within thirty (30) days of receipt of said notice of sale, of their decision to purchase all or any portion of said property as aforesaid, and shall within sixty (60) days of their written election to so purchase, tender the consideration therefore. The following terms and conditions shall apply to the aforesaid right of first refusal:

- (1) Each married couple of Grantors shall be considered a single Grantor for purposes of rights conveyed hereunder;
- (2) Notices sent by Grantee as required hereunder shall be sufficient if sent to the addresses of Grantors as of the date of this Deed or such new address(es) provided hereafter by any of Grantors to Grantee in writing;
- (3) If any of Grantors do elect to not participate in the aforesaid purchase

CWW:cindy/home/wpdocs/deeds/glc/vwz 4/20/95

PK1569 PG0258

rights, the remaining Grantors shall have the right to so purchase;

(4) Grantors shall acquire title as tenants in common except that married Grantors shall acquire their common interest as tenants by the entireties;

(5) The rights of Grantors are personal to them and may not be assigned and shall terminate upon their respective deaths, it being the intent hereof that all rights granted hereunder shall end upon the death of the last of Grantors.

BEING a part of the same property described as "Parcel One" and "Parcel Two" which Edward E. Hughes and Elizabeth D. Hughes, his wife, by their deed dated December 17, 1976, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Volume 1209, Page 1125, granted and conveyed to Katharine H. Leatham, Mary Elizabeth Hughes Brown, Edward E. Hughes, III, Dorothy H. Spencer, David B. Hughes and Louie Deane M. Hughes, his wife.

AND the said Grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

662 B

### NOTICE

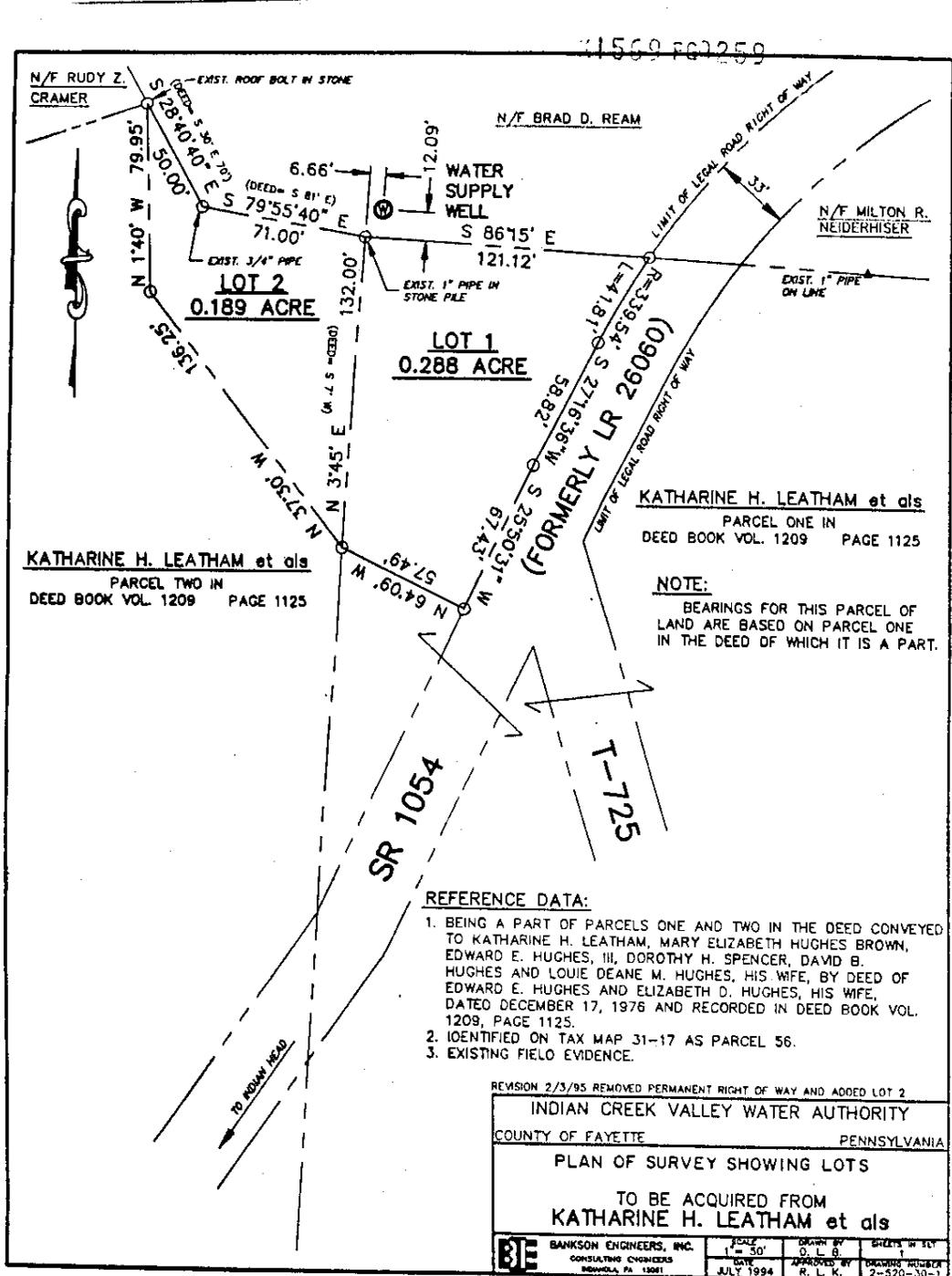
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

INDIAN CREEK VALLEY  
WATER AUTHORITY

BY: .....

....., 1995  
This ..... day of .....



CWW:cindy/home/wpdocs/deeds/glovwa 42093

OK 1569 PG 260

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTOR(S) HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTORS OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

SIGNED:

Donald W. Brown  
Donald W. Brown  
Donald W. Brown

Katharine H. Leatham (SEAL)  
KATHARINE H. LEATHAM  
James C. Leatham (SEAL)  
JAMES C. LEATHAM  
Mary Elizabeth Hughes Brown (SEAL)  
MARY ELIZABETH HUGHES BROWN

CWW:cindy/home/wpdocs/deeds/glc/vwa 4/20/95

1559 PG0261

WITNESS:

Emily E. Brown

David W Brown

David W Brown

David W Brown

David W Brown

R. Perry Witt

R. Perry Witt

SIGNED:

David W. Brown (SEAL)  
DAVID W. BROWN

Edward E. Hughes, III (SEAL)  
EDWARD E. HUGHES, III

Connie Hughes (SEAL)  
CONNIE HUGHES

Dorothy H. Spencer (SEAL)  
DOROTHY H. SPENCER

Curtis W. Spencer (SEAL)  
CURTIS W. SPENCER

David B. Hughes (SEAL)  
DAVID B. HUGHES

Louie Deane M. Hughes (SEAL)  
LOUIE DEANE M. HUGHES

STATE OF PENNSYLVANIA

SS.

COUNTY OF BUCKS

On this, the 6th day of May, 1995, before me, a notary public, the undersigned officer, personally appeared KATHARINE H. LEATHAM and JAMES C. LEATHAM, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

CWW:cindy/home/wpdocs/deeds/gicvwa 4/20/95

PK1569 PG0262

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

Fred J. Shoemaker (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Notarial Seal  
Fred J. Shoemaker, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Aug. 29, 1997  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : SS.

On this, the 6th day of May, 1995, before me, a notary public, the undersigned officer, personally appeared MARY ELIZABETH HUGHES BROWN and DAVID W. BROWN, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Fred J. Shoemaker (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Notarial Seal  
Fred J. Shoemaker, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Aug. 29, 1997  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA :  
COUNTY OF ~~BUCKLE~~ ALLEGHENY : SS.

On this, the 6th day of May, 1995, before me, a notary public, the undersigned officer, personally appeared EDWARD E. HUGHES, III, and CONNIE HUGHES, his wife, known to me (or satisfactorily proven) to be the



CWW:cindy/home/wpdocs/deeds/gjcvwa 4/20/95

SK1569 PG0264

public, the undersigned officer, personally appeared DAVID B. HUGHES and LOUIE DEANE M. HUGHES, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Marlo L. Swan (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Notarial Seal  
Marlo L. Swan, Notary Public  
Scotlick Twp., Fayette County  
My Commission Expires Nov. 21, 1998  
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania, 15446.

WATSON MUNDORFF & BROOKS

July 19, 1995 BY: Charles W. Watson  
CHARLES W. WATSON  
Attorney for Grantee

Use Ben & read  
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Clutter

STATE OF PENNSYLVANIA  
COUNTY OF FAYETTE  
Recorded on August 10, A.D. 1995  
In the Recorders Office in record Book 1569  
Page 255. Given Under my hand and the  
seal of said office this day written.  
David G. Malosky Recorder of Deeds

Handwritten initials: WMB

RECORDED  
95 AUG 10 AM 9:20  
DAVID G. MALOSKY  
RECORDER  
FAYETTE COUNTY

009517  
1569-255

1569 PG0265

**THIS DEED**

MADE THE 5th day of May, 1995, by and between:

BESSIE ELLEN NEIDERHISER, widow, of Saltlick Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTOR";

- AND -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of Three Thousand Two Hundred and 00/100 DOLLARS (\$3,200.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns:

ALL that certain piece, parcel or lot of land situate in the Township of Saltlick, County of Fayette, Commonwealth of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point at the intersection of the northerly right of way line of SR 1054, a 33 foot wide road formerly known as L.R. 26060, and the southerly right of way line of SR 1058, a 50 foot wide road known as County Line Road and formerly as L.R. 640784; thence along the northerly right of way of said SR 1054 North 86 degrees 17 minutes 10 seconds West for a distance of 129.70 feet to a point on the same; thence continuing along the said road in a southwesterly direction by a curve to the left having a radius of 1700 feet for an arc length of 136.06 feet to a point on the same; thence leaving the said road and along the dividing line of the land of Glenn Neiderhiser and Bessie Ellen Neiderhiser, his wife, of which this description is a part, and land of an unknown owner North 31 degrees 30 minutes East for a distance of 111.15 feet to a point on the southerly right of way line of the aforesaid SR 1058; thence along the southerly right of way of said SR 1058 in a southeasterly direction by a curve to the right having a radius of 980 feet for an arc length of 110.06 feet to a point on the same; thence continuing along the said road South 61 degrees 17 minutes 10 seconds East for a distance of 123.20 feet to a point at the place of beginning.

R.E. TRANS. TAX PAID  
5/10 1995 \$ 16.00  
Rec. # 258 Recorder of Deeds  
Saltlick

R.E. TRANS. TAX PAID  
8/10 1995 \$ 16.00  
Rec. # 235 Recorder of Deeds  
Saltlick

K1569 PGO266

**CONTAINING** 0.297 Acre, more or less, in accordance with the survey prepared by Bankson Engineers, Inc., on Drawing Number 2-520-31-1, dated August, 1994, a copy of which is attached hereto.

**SUBJECT** to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

**BEING** a portion of a larger tract of land which Charles W. Rush, single, by his deed dated March 22, 1937, and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Volume 530, page 452, granted and conveyed to Glenn Neiderhiser and Bessie Ellen Neiderhiser, his wife. The said Glenn Neiderhiser died on 1/29/84 and all of his right, title and interest in the property vested in Bessie Ellen Neiderhiser, surviving tenant by the entireties.

**NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).**

**GRANTOR HEREBY WARRANTS THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED OR HAS EVER BEEN DISPOSED BY THE GRANTOR OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS INCLUDED PURSUANT TO THE ACT OF JULY 7, 1980, P.L. 3809, AND FOR NO OTHER PURPOSE. 35 P.S. 6018.405.**





K1569 PG0269

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence of the within named Grantee is: P. O. Box 486, Indian Head, PA, 15446.

WATSON MUNDORFF & BROOKS

July 19, 1995

BY: Charles W. Watson  
CHARLES W. WATSON  
Attorney for Grantees  
(N.T.S.)

*Watson E. Mundorff  
110 St. Arly  
Claville Pa*

STATE OF PENNSYLVANIA  
COUNTY OF FAYETTE  
Recorded on August 10, A.D. 19 95  
in the Recorders Office in record Book 1569  
Page 265. Given Under my hand and the  
seal of said office this day written.  
David G. Maloney Recorder of Deeds

*2/16/00  
3/2/00*

RECORDED  
INDEXED  
AUG 10 AM 9:24  
FAYETTE COUNTY

009518  
1569-265

202300001566  
Exempt Status - N  
STATE \$ 3400.00  
LOCAL \$ 3400.00  
\$ 1700.00 SALTICK TOWNSHIP  
\$ 1700.00 CONNELLSVILLE AREA SCHOOL DST

**THIS DEED**

MADE THE 23rd day of February, in the year of our Lord Two Thousand Twenty-three (2023), between:

SALTICK TOWNSHIP VOLUNTEER FIRE DEPARTMENT, a Pennsylvania non-profit corporation, of Saltlick Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTOR";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania municipal authority, organized and existing under the Municipalities Authorities Act of 1945, P.L. 382, as amended, of the Commonwealth of Pennsylvania, of Saltlick Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that for and in consideration of the sum of THREE HUNDRED FORTY THOUSAND AND 00/100 (\$340,000.00) DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, said Grantor does hereby grant and convey to said Grantee, its successors and assigns:

ALL that certain piece, parcel, and tract of land situate in Saltlick Township, Fayette County, Commonwealth of Pennsylvania, set out on the "*Subdivision for the Saltlick Township Volunteer Fire Department*", which Suidivision is of record in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Plan Book 109, page 21, and more particularly bounded and described as follows:

BEGINNING at a 5/8 inch bar set at a point on the right of way line of L.R. 26060 and on line of other property now or formerly of the Saltlick Township Volunteer Fire Department; thence continuing along line of said Saltlick Township Volunteer Fire Department property North 00 degrees 12 minutes 44 seconds East a distance of 173.79 feet to a 5/8 inch bar set at a point on line of said Saltlick Township Volunteer Fire Department property; thence continuing along line of said Saltlick Township Volunteer Fire Department property, South 72 degrees 02 minutes 13 seconds East a distance of 111.81 feet to a 5/8 inch bar set on line of said Saltlick Township Volunteer Fire Department property and on the right of way line of C.W. Resh Park Lane (TR756); thence along the right of way line of C.W. Resh Park Lane (TR756) South 26 degrees 20 minutes 40 seconds West a distance of 102.67 feet to a 5/8 inch bar set on the right of way line of C.W. Resh Park Lane (TR756) and the right of way line of L.R. 26060; thence along the right of way line of L.R. 26060, North 87 degrees 28 minutes 28 seconds West a distance of 61.30 feet to a 5/8 inch bar set on the right of way line of L.R. 26060 and on line of other property now or formerly of the Saltlick Township Volunteer Fire Department, the place

UPI Certification Date 2/24/2023



31-19-0023 *[Signature]*

of beginning.

CONTAINING an area of 0.217 acre (9,470 square feet) as per the subdivision plan prepared by Randall R. Myers, RPLS, dated June 12, 2022, revised November 11, 2022, and recorded on December 13, 2022, in Plan Book 109, page 21.

ALSO, herein and hereby giving and granting all the right, title and interest, including reversionary rights to certain right of way of the Baltimore & Ohio Railroad Company to an abandoned right of way of said company, as borders he herein aforedescribed property.

UNDER AND SUBJECT to the conditions, restrictions, reservations, exceptions, easements and rights of way contained in prior instruments of record affecting title to the said premises, or as may be apparent on the ground.

IDENTIFIED as Tax Parcel No. 31-19-0023.

BEING the same premises conveyed Saltlick Township Volunteer Fire Department, a nonprofit association, by deed of Laurel Highland Health Centers, Inc., a nonprofit corporation, dated December 28, 2004, and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Record Book 2932, page 533.

TOGETHER with all and singular the buildings and improvements, streets, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTOR HEREBY WARRANTS THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTOR OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

David D. Terry

INDIAN CREEK VALLEY WATER AUTHORITY

BY: R Kerry Witt

This 23rd day of February 2013.

AND the said Grantor hereby covenants and agrees that it will warrant SPECIALLY the property hereby conveyed.

THE said SALTICK TOWNSHIP VOLUNTEER FIRE DEPARTMENT doth hereby constitute and appoint Gregory R. Brown to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Saltlick Township Volunteer Fire Department has caused this Indenture to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

SALTICK TOWNSHIP VOLUNTEER  
FIRE DEPARTMENT

BY: Gregory R Brown

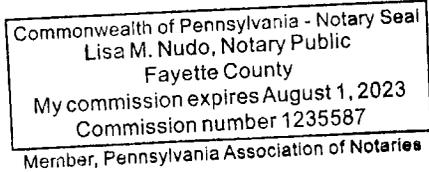
Document 202300001566 DR 3540 1874

202300001566  
Filed for Record in  
FAYETTE COUNTY, PA  
JON R. MARIETTA, JR., RECORDER  
02-27-2023 At 08:14 am.  
DEED 6902.25  
DR Book 3540 Page 1871 - 1874

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF FAYETTE :

On this, the 23<sup>rd</sup> day of February, 2023, before me, the undersigned officer, personally appeared Gregory R. Brown, President of the Saltlick Township Volunteer Fire Department, known to me (or satisfactorily proven) to be the person who is the attorney named in the foregoing Deed, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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



Lisa M. Nudo (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within-named Grantee is: 2019 Indian Head Road, Indian Head, PA 15446.

WATSON MUNDORFF, LLP

February 23<sup>rd</sup>, 2023

BY: David D. Tamasy  
David D. Tamasy  
Attorney for Grantee

RECORDER, PLEASE MAIL TO:  
  
WATSON MUNDORFF, LLP  
720 VANDERBILT ROAD  
CONNELLSVILLE, PA 15425-6218

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



J R Marietta Jr  
JON R. MARIETTA JR.  
RECORDER OF DEEDS

202300001566  
WATSON MUNDORFF, LLP  
HOLD

577 137

Form. Warranty Deed, Short Form No. 30  
Baltimore Office Supply Co.

# This Deed,

Made the 14th day of July, in the year  
of our Lord one thousand nine hundred eighty-nine (1989),

Between WILLIAM A. SNYDER and DONNA L. SNYDER, his wife, of Saltlick Township, Fayette County, Pennsylvania,

Grantors

INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania municipal authority, organized and existing under the Municipalities Authorities Act of 1945, P.L. 382, as amended, of the Commonwealth of Pennsylvania, having its principal office in the Village of Melcroft, Saltlick Township, Fayette County, Pennsylvania, herein-after referred to as Grantee :

Witnesseth, that in consideration of THREE THOUSAND AND 00/100 (\$3,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee

ALL those two (2) certain contiguous lots or pieces of land situate in Saltlick Township, Fayette County, Pennsylvania, bounded and described as follows:

**FIRST TRACT:**

BEGINNING at the northwest corner of lot now or formerly of L. J. Swisher on the south side of a public road; thence by land now or formerly of L. J. Swisher, South 4-1/2 degrees West, 116 feet to an unnamed roadway; thence by said roadway, North 85 degrees West, 57 feet to a point; thence by said unnamed roadway, North 4-1/2 degrees East, 120 feet to the South side of the public road hereinabove referred to; thence by said public road, South 83 degrees East, 57 feet to the place of beginning.

**SECOND TRACT:**

BEGINNING at the northwest corner of lot now or formerly of L. J. Swisher and on the south side of the unnamed roadway referred to in FIRST TRACT; thence by line of property now or formerly of L. J. Swisher, South 4-1/2 degrees West, 162 feet to line of land of the Indian Creek Coal and Coke Company, of which this was formerly a part; thence by line of land of the Indian Creek Coal and Coke Company, North 85 degrees West, 57 feet to an unnamed roadway; thence by the line of the said unnamed roadway, North 4-1/2 degrees East, 162 feet to a point; thence continuing by the line of said unnamed roadway, South 85 degrees East, 57 feet to the place of beginning, containing approximately 0.366 of an acre.

UPON which is erected a double frame dwelling house.

EXCEPTING AND RESERVING a right-of-way for a water service line where he same was located on August 28, 1941 on the above described property, and granting to the party of the second part the right-of-way to and the use of water (jointly with others),

*Saltlick Area 32*  
RE TRANS. TAX PAID  
7-17 1989 \$5.00

*Conestoga Area 49*  
RE TRANS. TAX PAID  
7-17 1989 \$5.00

Rec # 518 Recorder of Deeds

Rec # 518 Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

30.00

RECEIVED JUL 17 1989

577 138

so long as available from springs and other sources on property now or formerly of Indian Creek Coal and Coke Company immediately adjacent.

TOGETHER with all rights and privileges, and subject to all liabilities, as set forth in agreement between Indian Head Mutual Water System, an unincorporated association, and lot owners, dated July 1, 1952, and recorded in the Recorder's Office of Fayette County, in Deed Book Volume 800, page 11.

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

BEING the same premises conveyed to William A. Snyder and Donna L. Snyder, his wife, by deed of Loretta Clevenger, an unmarried widow, dated November 14, 1978, and of record in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Volume 1255, page 715.

NOTICE — THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

INDIAN CREEK VALLEY WATER AUTHORITY

..... *Richard A. Holand* .....

BY: *R. Kerry West* .....

This ..... *14th* ..... day of ..... *July* ..... 1989 .....

577 139

And the said grantors, do hereby covenant that they will WARRANT  
GENERALLY the property hereby conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the  
day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

Richard A. Husband  
as to both

William A. Snyder } SEAL  
WILLIAM A. SNYDER }  
Donna E. Snyder } SEAL  
DONNA E. SNYDER }  
} SEAL  
} SEAL

Mail Tax Statements To:

Indian Creek Valley Water Authority  
Box 486  
Indian Head, PA 15446

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is  
Box 486, Indian Head, PA 15446.

July 14, 19 89

McCUE & WATSON  
BY: Richard A. Husband  
Richard A. Husband  
Attorney for Grantee

Commonwealth of Pennsylvania

County of FAYETTE

} ss.

On this, the 14<sup>th</sup> day of July, 19 89, before me,

the undersigned officer, personally appeared WILLIAM A. SNYDER and DONNA L.  
SNYDER, husband and wife,

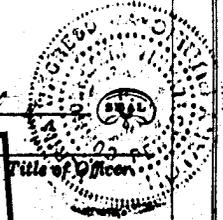
known to me (or satisfactorily proven) to be the persons whose names are subscribed to  
the within instrument, and acknowledged that they executed the same for the purposes therein  
contained.

In witness whereof, I hereunto set my hand and official seal.

Verna W. Grego

My Commission Expires

Notary Public  
NOTARIAL SEAL  
VERNA W. GREGO, Notary Public  
CONNELLSVILLE, FAYETTE COUNTY, PA  
MY COMMISSION EXPIRES FEB. 15, 1992



577 140

State of  
County of

} ss.  
On this, the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me,

the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person whose name subscribed to  
the within instrument, and acknowledged that executed the same for the purposes therein  
contained.

In witness whereof, I hereunto set my hand and official seal.



My Commission Expires: \_\_\_\_\_ Title of Officer: \_\_\_\_\_

State of  
County of

} ss.  
On this, the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me,

the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person whose name subscribed to  
the within instrument, and acknowledged that executed the same for the purposes therein  
contained.

In witness whereof, I hereunto set my hand and official seal.



My Commission Expires: \_\_\_\_\_ Title of Officer: \_\_\_\_\_

577-1377258

RECORDED  
JUL 17 8 18 AM '89  
D. C. PALGONY

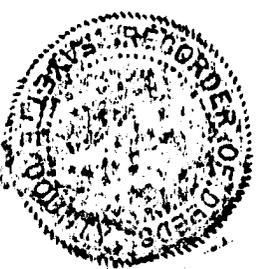
BPB

WILLIAM A. SNYDER and  
DONNA L. SNYDER,  
"GRANTORS",  
-and-  
INDIAN CREEK VALLEY WATER  
AUTHORITY, A Pennsylvania  
Municipal Authority,  
"GRANTEE".

WARRANTY

RECORDER, MAIL TO:  
MCQUE & WATSON  
813 BLACKSTONE ROAD  
CONNELLSVILLE, PA 15425

COMMONWEALTH OF PENNSYLVANIA,  
County of Fayette } ss.



RECORDED on this 17th day of July,  
A. D. 1989, in the Recorder's office of said County, in Deed Book  
Record  
Vol. 577, Page 137

Given under my hand and the seal of the said office, the date above written.  
David J. Melroy Recorder.

BOOK 1159 PAGE 61

THIS DEED

MADE THIS 7<sup>th</sup> day of February, 1974,

between INDIAN CREEK VALLEY WATER AUTHORITY, a quasi-municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the Village of Indian Head, Saltlick Township, Fayette County, Pennsylvania, "GRANTOR",

A  
N  
D

CECIL BRUCE GRIMM, also of Saltlick Township, Fayette County, Pennsylvania, "GRANTEE".

WITNESSETH, that in consideration of the sum of One and 00/100 (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee,

ALL that certain tract of land situate in Saltlick Township, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in corner of lands now or formerly of Ward Cramer and lands now of the Indian Creek Valley Water Authority, the Grantor herein; thence along line of other lands of the Grantor North 4° 52' 22" East 232.29 feet to a point; thence still through other lands of the Grantor North 22° 49' 29" West 391.20 feet to a point in line of land of Henry G. Cramer; thence along line of land of Henry G. Cramer North 21° 30' 00" East 1282.43 feet to a point still in line of lands now or formerly of Henry G. Cramer; thence along line of lands now or formerly of Henry G. Cramer and now or formerly of David Shepler South 89° 0' East 1872.75 feet; thence

RECEIVED FOR PAYMENT OF TAXES  
000756  
20 DOLLARS

RECEIVED FOR PAYMENT OF TAXES  
000520  
10 DOLLARS

RECEIVED FOR PAYMENT OF TAXES  
000536

*Cecil. Grimm*  
RECEIVED FOR PAYMENT OF TAXES  
PAID 2-7-74 17.50  
RECEIVED 9148

*Saltlick Twp*  
RECEIVED FOR PAYMENT OF TAXES  
2-7-74 17.50  
Rec 9147 H. WILLIAMS

8/4/08 See list in RB3068-2370

BOOK 1159 PAGE 62

along line of lands now or formerly of Jacob Pritts South 20° 30' West 620.40 feet and South 0° 15' West 1013.10 feet and North 84° 30' West 379.50 feet and South 10° 0' West 339 feet and South 49° 30' East 478.50 feet; thence along line of lands now or formerly of Ward Cramer North 78° 45' East 2062.50 feet to line of lands now or formerly of Commonwealth of Pennsylvania; thence along line of lands now or formerly of Commonwealth of Pennsylvania South 1° 00' West 540.91 feet; thence still along line of lands now or formerly of Commonwealth of Pennsylvania South 80° 30' West 1872.22 feet; thence along line of lands now or formerly of Ward Cramer North 66° 34' 36" West 2291.75 feet to the place of beginning. A plot of said premises is attached hereto.

The true and actual consideration of this transaction is \$3500.00.

BEING all but 2.4 acres of the two (2) tracts of land condemned by the Grantor in the Declaration of Taking filed in the Court of Common Pleas of Fayette County, Pennsylvania, at No. 308 March Term, 1973.

BEING also all but a small portion of the two (2) tracts conveyed to Cecil B. Grimm, et al., by decree of the Orphans' Court of Fayette County, Pennsylvania, at No. 36 September Term, 1963, and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Vol. 986, page 375.

The premises heretofore described as tracts 1 and 2 have been consolidated into a single description except for the small triangular portion retained by the Grantor at the Southwest corner of the premises herein conveyed.

The Grantor excepts and reserves the exclusive and permanent right and privilege for itself, its successors and assigns to impound all waters on any of the land herein conveyed, except those waters on the north side of Laurel Run, a small

BOOK 1159 PAGE 63

run or creek flowing through the premises herein conveyed, and the accompanying right and privilege of transporting any said waters so impounded by transmission lines for use in the Grantor's public water system, and an easement to go upon said land for the purpose of exercising the privileges retained by the Grantor in this paragraph.

The Grantor further excepts and reserves exclusive and permanent right of way over all of the tracts of land herein conveyed for a transmission water pipeline from the waters to be impounded thereon to the chlorinator plant to be installed by the Grantor.

The Grantee, his heirs, executors and assigns, by acceptance of this Deed, hereby covenants and agrees that he will not lease to anyone any right to drill upon the premises herein conveyed for oil and gas. This shall not operate as an exception and reservation of the oil and gas rights but shall operate as a restriction on the privilege to remove or use the same.

This covenant and agreement by the parties hereto concerning the restriction of drilling is intended to be and shall operate as a covenant running with the land and shall bind all the successors and assigns, heirs, executors and administrators of each of the parties hereto.

The Grantor covenants that it will Warrant Generally the property herein conveyed.

This Deed is conveyed and the proper officers of the Authority have executed the same pursuant to a Resolution duly and regularly adopted by the Authority at a special meeting of the Authority held on January 8, 1974, at the office of the

BOOK 1159 PAGE 64

Authority, Indian Head, Pennsylvania, due and proper notice thereof being given, and a quorum being present and voting in favor thereof.

NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, TRANSFER, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

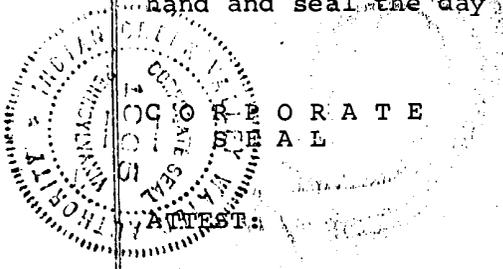
### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine operations by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: .....

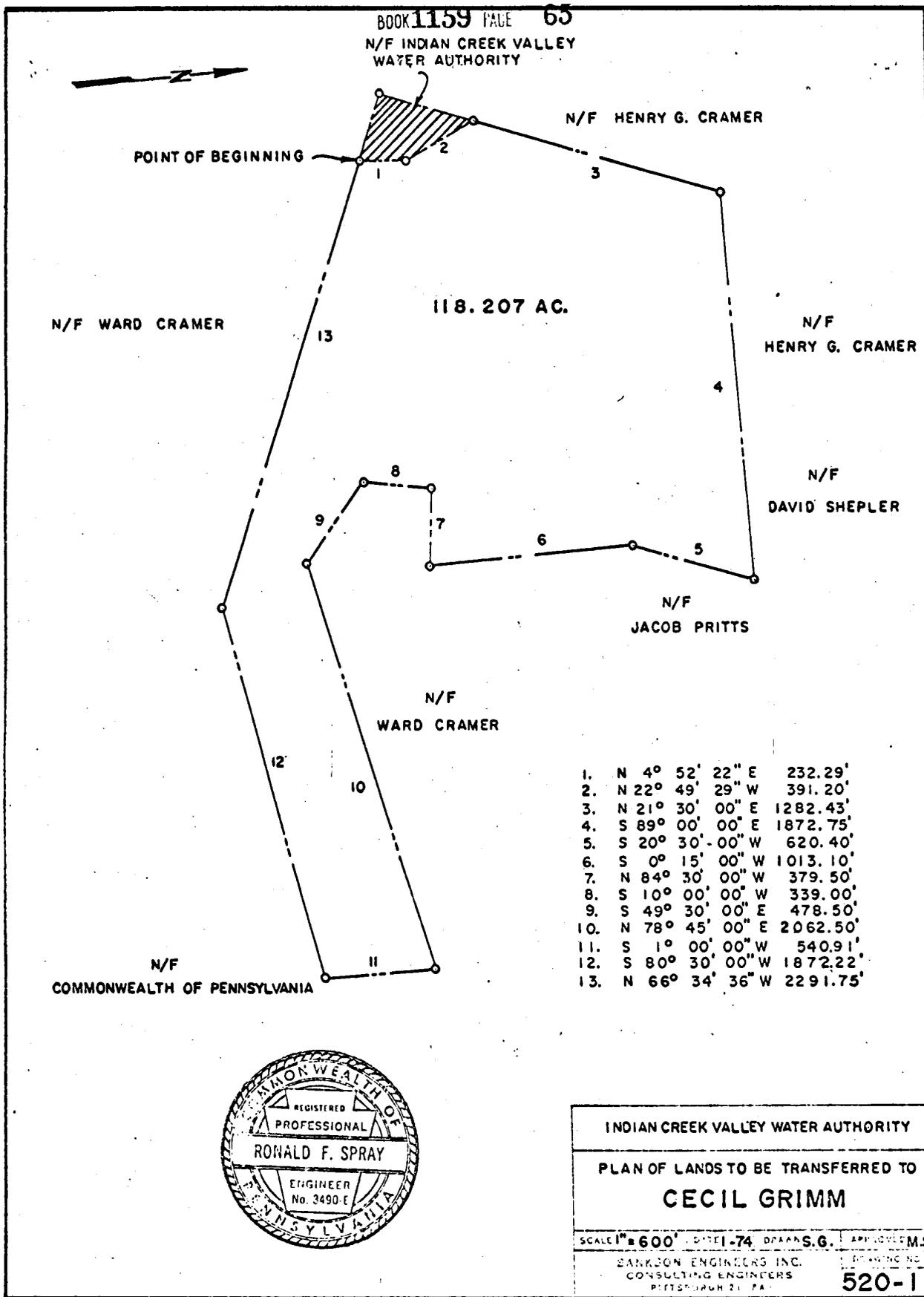
This ..... day of .....

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.



INDIAN CREEK VALLEY WATER AUTHORITY

BY Fern M. Johnson Chairman



2-1-28-1

BOOK 1159 PAGE 66

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FAYETTE : SS.

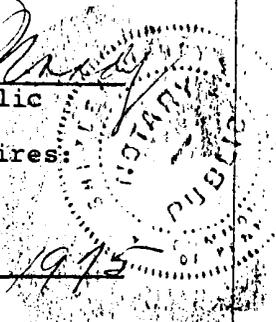
On this, the 7th day of February, 1974,  
before me, the undersigned officer, personally appeared  
FERN M. COLBORN, who acknowledged herself to  
be the Chairman of the INDIAN CREEK VALLEY  
WATER AUTHORITY, a Pennsylvania Corporation, and that she as  
such Chairman, being authorized to do so,  
executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by herself  
as Chairman.

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

*Shirley Mandy*  
Notary Public

My Commission Expires:

*Sept 22 1975*



CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the  
within named Grantee is 56 W. Arch Street, Uniontown, Pennsylvania.

*Paul W. Mahony*  
For Grantee

STATE OF PENNSYLVANIA } SS  
COUNTY OF FAYETTE

Recorded on this 7th day of Feb A. D. 1974  
in the Recorder's Office of said county in Deed  
Book Vol 1159 Page 61 Given under my hand  
and the seal of said office this day written

*Larry L. Williams* Recorder of Deeds

1200 35.00 35.00

L. WILLIAMS  
RECORDER  
FAYETTE COUNTY

RECORDED  
1159-61  
FEB 7 10 36 AM '74

*Med. Grantee  
Ent. of Rec*

CAN

BK0729 PGO197

THIS DEED

Made this 22ND day of AUGUST, in the year of our Lord, one thousand nine hundred and ninety (1990).

By and Between

SEVEN SPRINGS FARM, INC., a corporation or body politic, created by and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the Township of Middlecreek, County of Somerset, State of Pennsylvania,

GRANTOR,

A  
N  
D

INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania corporation, organized and existing under the Municipalities Authorities Act of 1945, P.L. 382, as amended, of the Commonwealth of Pennsylvania, having its principal office in the Village of Melcroft, Saltlick Township, Fayette County, Pennsylvania,

GRANTEE.

WITNESSETH, that in consideration of One (\$1.00) Dollar, the Grantor does hereby grant and convey unto the said Grantee,

ALL that certain piece, parcel, or tract of land situate in Saltlick Township, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a square stone painted blue at the corner of the land now or formerly of Darathea Speyer and the land of now or formerly of the White Mountain Ski Area, Inc.; thence from said beginning point along land now or formerly of the White Mountain Ski Area, Inc., North 88 degrees 33 minutes 48 seconds West (previous deeds call this bearing Due West), a distance of 330.00 feet to a point in line of land now or formerly of the Grantor; thence by land now or formerly of the Grantor, North 1 degree 26 minutes 12 seconds East, a distance of 228.64 feet to a point on the northern side of a right of way now or formerly

NEWCOMER & NEWCOMER  
ATTORNEYS AT LAW  
87 S. MAIN ST.  
THE COACH HOUSE  
UNIONTOWNE, PA 15401-3501  
412-438-9322

BK0729 PGO198

owned by the Grantee herein; thence along the northern side of said right of way and the land now or formerly of the Grantor, North 77 degrees 07 minutes East, a distance of 19.33 feet to a point; thence along the same, North 84 degrees 49 minutes East, a distance of 166.99 feet to a point; thence still along the same, North 75 degrees 22 minutes East, a distance of 151.31 feet to the line of land now or formerly of the above named Darthea Speyer; thence along the last mentioned land, South 1 degree 26 minutes 12 seconds West (previous deeds call this bearing Due South), a distance of 294.56 feet to the place of beginning, CONTAINING 1.938 acres as per survey of Bankson Engineers, Inc., made July 23, 1990, a plot of same being hereto attached and made a part hereof.

EXCEPTING AND RESERVING, all oil, gas, and minerals under said premises.

SUBJECT, however, to the covenant that the Grantee shall construct a water store tank on the subject premises and continue to make use of the within premises for the water store tank. This covenant is part of the consideration for this conveyance. In the event that the Grantee fails to begin construction of a water store tank within one (1) year from the date that this deed is acknowledged or in the event that the Grantee fails to use the premises described herein for a water store tank, Grantee shall reconvey the premises described herein to Grantor for the sum of One (\$1.00) Dollar.

BEING a portion of the property conveyed to the Grantor herein by deed of Helen K. Dupre dated July 1, 1959 and recorded in Deed Book Volume 942, Page 537.

642 B

### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Sarah D. Newcomer*

INDIAN CREEK VALLEY WATER AUTHORITY

BY: *Erving X. ...*

This ... *28th* ... day of *August* ... *1990* .....



BK0729 PG0200

**NOTICE:** Grantors hereby warrant that no hazardous waste is presently being disposed or has ever been disposed by the Grantors or the Grantors' actual knowledge, upon or within the subject premises. This notice is included pursuant to Act of July 7, 1980, P.L. 380, and for no other purpose. 35 P.S. 6018.405.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT.

The above notice is inserted in this document for the sole purpose of complying with the Pennsylvania Act of Assembly of 1957, P.L. 984, as amended, and shall have no other force, effect, or meaning.

AND the Grantor does hereby covenant and agree that it will warrant GENERALLY, the property hereby conveyed.

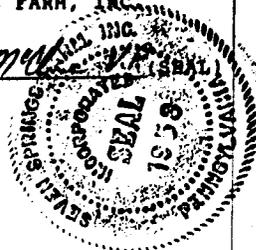
IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal, the date first above written.

Signed, Sealed and Delivered  
In The Presence Of:

Gilda M. Nimes

SEVEN SPRINGS FARM, INC.

BY: James D. Mc...



NEWCOMER & NEWCOMER  
ATTORNEYS AT LAW  
67 E. MAIN ST.  
THE COACH HOUSE  
UNIONTOWN PA 16801-3501  
412-438-8322

3K0729 PG0201

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF FAYETTE : ss.

On this, the 21st day of AUGUST, 1990, before me, the undersigned officer, personally appeared JAMES AL. McCLURE, who acknowledged himself to be the VICE PRESIDENT of Seven Springs Farm, Inc., and that he as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

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

*Matthew J. Doyle*  
NOTARIAL SEAL  
MATTHEW J. DOYLE, NOTARY PUBLIC  
SEVEN SPRINGS BORO, BOMERSSET COUNTY  
MY COMMISSION EXPIRES NOV. 23, 1991  
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within Grantee is

Mickroft, Sattick Township, Pa. 15462

8-28, 1990.

Quin D. Newson  
Attorney for Grantee

1408

RECORDED  
729-197 009555  
JUN 28 AM 11:27  
D. G. MALOSKY  
RECORDER  
FAYETTE COUNTY

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF FAYETTE : ss.

RECORDED on this 28th day of August, A.D. 1990, in the Office of the Recorder of Deeds of the said County, in Record Book Volume 729, page 197.

Given under my hand and the seal of the said office, the date first above mentioned.

*David J. Melosky*  
Recorder

Mail: Charles Johnson, DITJ  
833 Blackstone  
Connellsville, Pa



In the Matter of Proceedings : IN THE COURT OF COMMON PLEAS OF  
 by INDIAN CREEK VALLEY :  
 WATER AUTHORITY for the : FAYETTE COUNTY, PENNSYLVANIA  
 Condemnation of Property :  
 in the Township of Saltlick, : CIVIL ACTION - LAW  
 Fayette County, Pennsylvania. : IN REM  
 : NO. 1482 of 2001 60

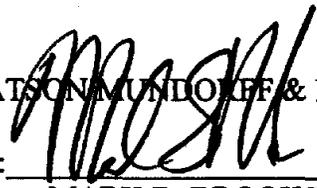
**NOTICE OF FILING DECLARATION OF TAKING**

TAKE NOTICE that on July 2, 2001, the Indian Creek Valley Water Authority, Condemnor, filed its Declaration of Taking against the following property owners in the Township of Saltlick, Fayette County, Pennsylvania, Condemnees, as to a fee simple interest in a 4.38 acre tract situate in the Township of Saltlick, Fayette County, Pennsylvania, being a portion of an 81.57 acre tract bounded and described in a deed dated February 28, 1990 between Harold A. Cramer and Sandra Lou Cramer, his wife, and Mark E. Fix and Robert Arnold and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, at Record Book Volume 661, page 197. A survey of the condemned property is attached hereto.

The owners of the property interests condemned are Mark E. Fix and Robert Arnold, owners in fee simple absolute.

July 2, 2001

WATSON MUNDORFF & BROOKS

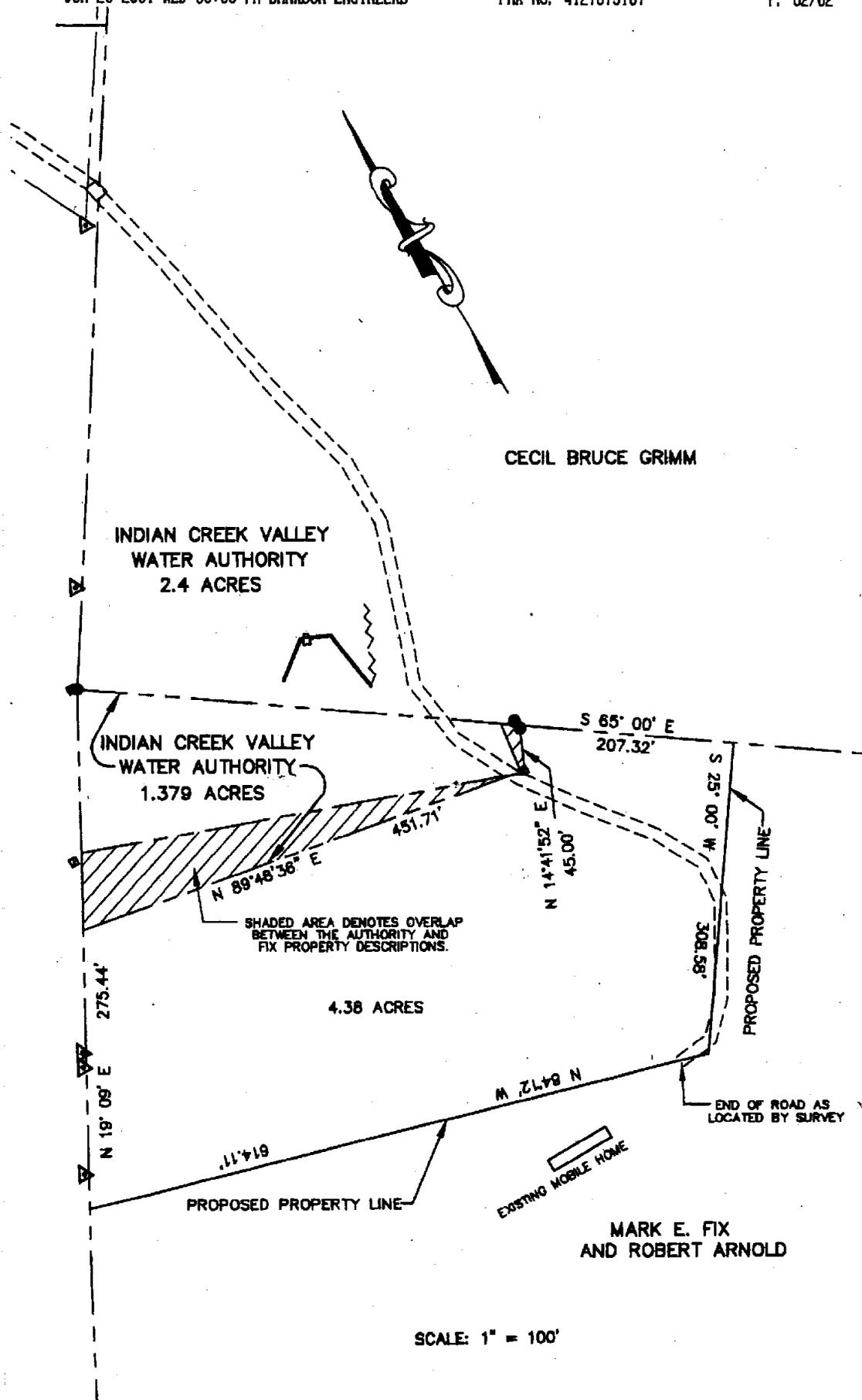
BY: 

MARK D. BROOKS  
 Attorney for Condemnor

JUN-20-2001 WED 03:05 PM BANKSON ENGINEERS

FAX NO. 4127675107

P. 02/02



MARK E. FIX  
AND ROBERT ARNOLD

COMMONWEALTH OF PENNSYLVANIA :

SS.

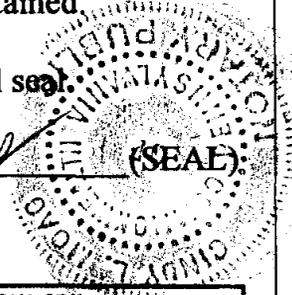
COUNTY OF FAYETTE :

On this, the 2nd day of July, 2001, before me, the undersigned authority, personally appeared MARK D. BROOKS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Cindy L. Moag*

NOTARY PUBLIC  
MY COMMISSION EXPIRES:



RECORDER, PLEASE MAIL TO:

*RM*

WATSON MUNDORFF & BROOKS  
110 South Arch Street  
Connellsville, PA 15425-3516

200100011830  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY  
07-03-2001 11:52 am.  
DECLAR FAK 14.00  
OR Book 2784 Page 316 - 318

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



*David G. Malosky*

DAVID G. MALOSKY  
RECORDER OF DEEDS

221 WT—Deed from Corporation to Individual or Corp., Attorney's Act.  
Henry Hall, Inc., Indiana, Pa.

420 347

CORRECTIVE DEED

# This Indenture,

**MADE THE** 27th day of **APRIL,** in the year  
of our Lord one thousand nine hundred and eighty-eight (1988),

**BETWEEN** INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania Corporation, organized and existing under the Municipalities Authorities Act of 1945, P. L. 382, as amended, of the Commonwealth of Pennsylvania, having its principal office in the Village of Melcroft, Saltlick Township, Fayette County, Pennsylvania,

**"GRANTOR";**

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a Pennsylvania Corporation, organized and existing under the Municipalities Authorities Act of 1945, P. L. 382, as amended, of the Commonwealth of Pennsylvania, having its principal office in the Village of Melcroft, Saltlick Township, Fayette County, Pennsylvania,

**"GRANTEE".**

**WITNESSETH**, that the said Indian Creek Valley Water Authority, a Pennsylvania corporation,  
for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** -----

lawful money of the United States of America, unto it well and truly paid by the said Indian Creek Valley Water Authority, a Pennsylvania Corporation, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Indian Creek Valley Water Authority, its successors ----- and assigns,

ALL that certain piece, parcel or tract of land situate in Saltlick Township, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point along the Southernmost right-of-way line of Township Road 723, commonly referred to as Pritts Distillery Road, which beginning point is a copper weld pin stamped "B18" located at the intersection of the dipping line running between lands now or formerly of the Commonwealth of Pennsylvania and the property hereindescribed with the aforesaid Southernmost line of Township Road 723; thence South 28° 17' West along lands now or formerly of the Commonwealth of Pennsylvania a distance of 243.30 feet to a copper weld pin stamped "B17" located along lands now or formerly of Seven Springs Farm, Inc., and which last mentioned point is also located North 81° 09' West a distance of 296.78 feet from a copper weld pin stamped "B16"; thence North 81° 09' West along said lands now or formerly of Seven Springs Farm, Inc. a distance of 217.39 feet to a copper weld pin stamped "B20" located along lands now or formerly of the Commonwealth of Pennsylvania; thence North 28° 17' East along said lands now or formerly of the Commonwealth of Pennsylvania a distance of 315.63 feet to a point in Township Road 723; thence South 61° 43' East through Township Road 723 a distance of 205.00 feet to a copper weld pin stamped "B18", the place of beginning.

CONTAINING 1.315 acres as per survey plat of Bankson Engineers, Inc. dated January 19, 1988, a copy of which is attached hereto, made a part hereof and incorporated herein by reference.

420 348

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

THE within conveyance is in accord with a Resolution of the Indian Creek Valley Water Authority dated the 27th day of April, 1988.

BEING part of the "FIRST TRACT" in the deed of Eastern Associated Coal Corp., a West Virginia corporation, to the Indian Creek Valley Water Authority dated June 7, 1967 and of record in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Volume 1054, page 131.

THE purpose of this deed is to more accurately define and establish the boundaries of the above described premises of the Indian Creek Valley Water Authority.

Pursuant to the Act of July 17, 1957, P. L. 984, as amended, and for no other purpose, the following paragraph is made a part hereof:

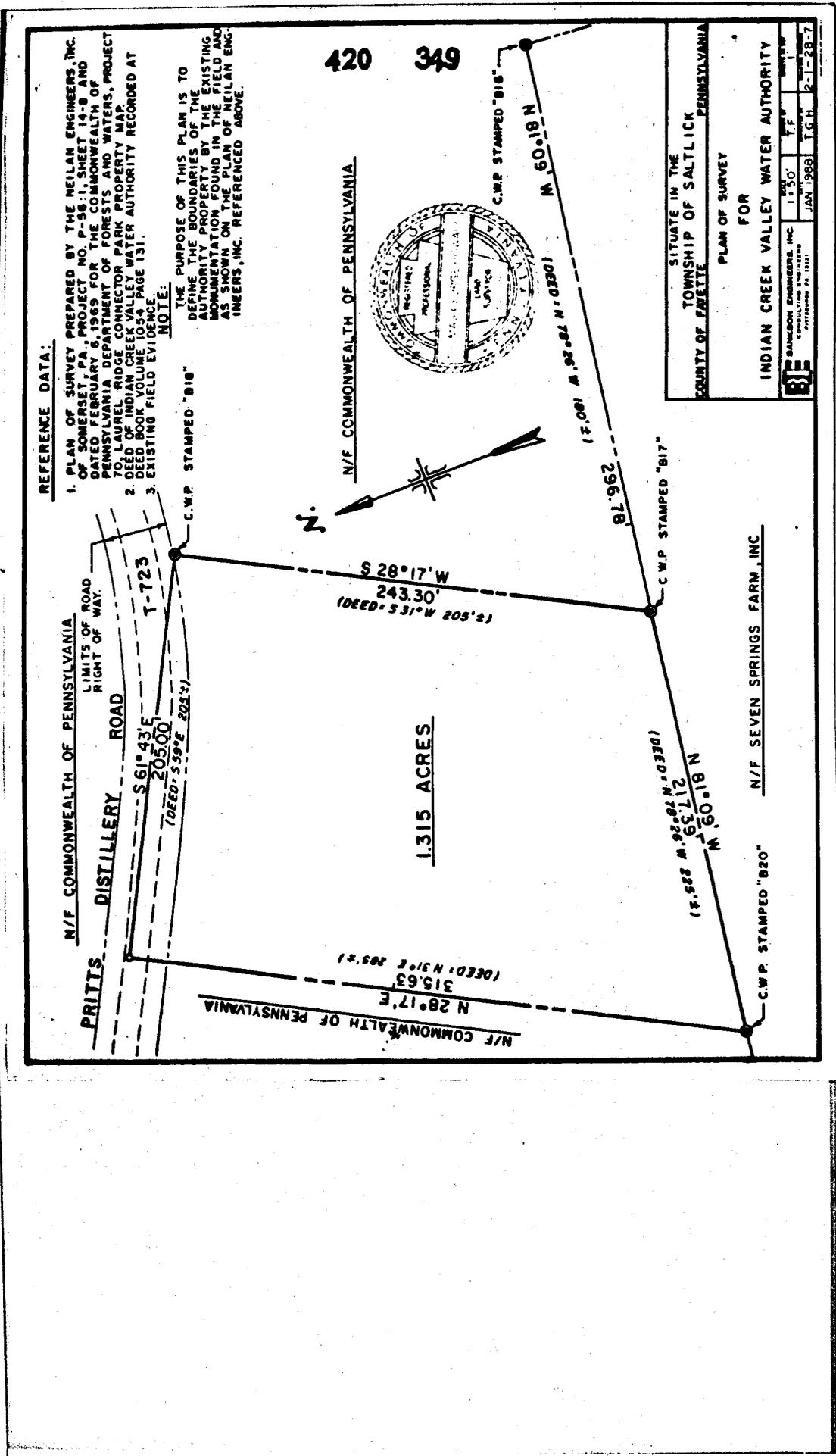
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

THIS Corrective Deed is a transfer for no consideration which corrects and confirms the previously recorded transfer, but which does not extend or limit the existing record legal title of grantee and is therefore exempt from real estate transfer taxes.

**NOTICE:** Grantee (hereinafter, when one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. Grantee further certifies that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type by the word "notice" printed in twenty-four point type.

INDIAN CREEK VALLEY  
WATER AUTHORITY

BY: J. Robert Fullen



420 350

**TOGETHER** with all and singular the premises herein conveyed, together with  
ways, waters, water-courses, rights, liberties, privileges,  
hereditaments and appurtenances whatsoever therunto belonging, or in anywise appertaining, and the reversions  
and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand  
whatsoever, of Indian Creek Valley Water Authority, a Pennsylvania  
corporation,

in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said premises and

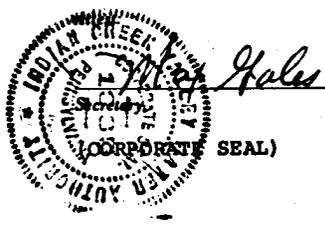
hereditaments and premises hereby granted or  
mentioned and intended so to be, with the appurtenances,  
unto the said Indian Creek Valley Water Authority, a Pennsylvania  
corporation, its successors ----- and assigns, to and for the only  
proper use and behoof of the said Indian Creek Valley Water Authority, a  
Pennsylvania corporation, its successors -----  
and assigns forever.

And the said grantor hereby covenants and agrees that it will warrant **SPECIALLY**  
the property hereby conveyed.

The **INDIAN CREEK VALLEY WATER AUTHORITY**, a Pennsylvania corporation,  
doth hereby constitute and appoint  
to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Deed before any  
person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the  
intent that the same may be duly recorded.

**IN WITNESS WHEREOF**, the said Indian Creek Valley Water Authority, a  
Pennsylvania corporation, ----- has caused this Indenture to be signed  
in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the  
said corporation, attested by its Secretary, the day and year first above written.

INDIAN CREEK VALLEY  
WATER AUTHORITY  
By J. Robert Fuller  
President.



420 351

Received the day of the date of the above indenture of the above named the sum of One and 00/100 Dollar (\$1.00).

State of PENNSYLVANIA

County of FAYETTE

On this, the 27 day of April, 1988, before me,

the undersigned officer, personally appeared.

know to me (or satisfactorily proven) to be the person who is the attorney named in the foregoing Deed, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Marie L. Swan*



MY COMMISSION EXPIRES:

NOTARY PUBLIC

CERTIFICATE OF RESIDENCE

MARIE L. SWAN, NOTARY PUBLIC  
SALTICK TOWNSHIP, FAYETTE COUNTY  
MY COMMISSION EXPIRES NOV 21, 1988  
Member, Pennsylvania Association of Notaries

I do hereby certify that the precise residence and complete post office address of the within named grantee is Box 486, Indian Head, Pennsylvania, 15446.

MCCUE & WATSON

MAY \_\_\_\_\_, 19 88

BY: *Richard A. Husband*  
RICHARD A. HUSBAND  
Attorney for GRANTEE.

420-347 4725

CORRECTIVE DEED

**Deed**

INDIAN CREEK VALLEY WATER  
AUTHORITY, a Pennsylvania  
corporation,

and  
INDIAN CREEK VALLEY WATER  
AUTHORITY, a Pennsylvania  
corporation,

RECORDED  
MAY 13 1988  
FAYETTE COUNTY  
PA

420 352

MAIL TO:

McCUE & WATSON  
Colonial Law Building  
813 Blackstone Road  
Connellsville, PA 15425

State of Pennsylvania  
County of Fayette ) ss.

RECORDED on this 13th day of May

A.D. 19 88 in the Recorder's Office of said County, in Record Book

Vol 420, Page 347



Given under my hand and the seal of the said office, the date above written.

*David J. Melvick* Recorder.

200300016289		
Exempt Status - N		
STATE	\$	282.50
LOCAL	\$	282.50
\$	141.25	SPRINGFIELD TOWNSHIP
\$	141.25	CONNELLSVILLE AREA SCHOOL DST

Parcel #: 35-03-0003

Transfer Tax Due: \$ \_\_\_\_\_

**PENNSYLVANIA  
SPECIAL WARRANTY DEED**

Site Name: Connelsville, PA

Site Number: 88201

**THIS INDENTURE**, made effective the 14 day of July, A.D., Two Thousand Three, by and between **HP Generators, L.C., a Missouri limited liability company** (the "Grantor"), of 3375 Highway M, Moberly, MO 65270, and **Indian Creek Valley Water Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania** (the "Grantee"), whose mailing address is P.O. Box 486, Indian Head, PA 15446.

**WITNESSETH**, that Grantor, in consideration of the sum of Twenty Eight Thousand Two Hundred Fifty and no/100ths Dollars (\$28,250.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents **SELL and CONVEY** unto Grantee, its successors and assigns, that certain real estate situated in the County of Fayette and State of Pennsylvania (the "Real Property"), more particularly described as follows:

**ALL THE TRACT(S) OR PARCEL(S) OF LAND** being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

**SUBJECT TO:** (a) all easements, restrictions, declarations, reservations and other agreements, instruments and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) the rights of the public in and to parts thereof in streets, roads or alleys.

**ALSO SUBJECT TO** a perpetual right of way conveyed to Indian Creek Valley Water Authority by Deed of Easement, dated June 8, 1984, and recorded in the office of the Recorder of Deeds of Fayette County, Pennsylvania at Deed Book Volume 1339, Page 573.

**TO HAVE AND TO HOLD** the Real Property, together with all and singular the rights, privileges, easements, appurtenances and immunities thereto belonging or in anywise appertaining to the Real Property, and all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley in front of or adjoining the Real Property, unto Grantee and its successors and assigns forever. Grantor hereby covenant that the Real Property is free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to

**EXHIBIT "A"****SITE NAME: CONNELSVILLE, PA****SITE NUMBER: 88201****Page 1 of 2****Description of the Property**

All that certain piece, parcel, or lot of land situate in Springfield Township, Fayette County, Pennsylvania, bounded and described as follows:

BEGINNING at a surveyor's tack in an oak hub beside an iron pin, said hub being approximately 33 feet southward from the center-line of a concrete highway, Route 711, more commonly known as Springfield Pike, said hub, the point of beginning, being a corner common to lands now or formerly owned by E. R. Harmon, et ux., on the west, and lands now or formerly owned by Roger T. Lininger, et ux. on the east, and being the terminus of the course and distance reading "North 5° 23' East 476.09 feet."

Thence proceeding along the southern legal right of way line of the said Route 711 North 77° 59' 20" East 300.00 feet to a stake; thence leaving Route 711 aforesaid and proceeding through lands now or formerly owned by Roger T. Lininger and Gertrude L. Lininger, hereinafter referred to as Grantors, South 12° 00' 40" East 286.28 feet to a stake; thence through lands of the grantors herein South 77° 59' 20" West 389.68 feet to a marked stone; thence North 5° 23' East 300.00 feet to a stake, the point of beginning, containing 2.361 acres according to a survey made June 9th, 10th and 24th, 1956, by Reid Pendeleton, Registered Professional Engineer, to which survey reference is hereby specifically made.

Being the same parcel as conveyed to American Towers, Inc. by AT&T Corp. by Deed dated January 14, 2000 and recorded in the recorder's Office of Fayette County, Pennsylvania on February 11, 2000 in Deed Book 2476, Page 66.



NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1996", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Lisa M. Nudo* .....

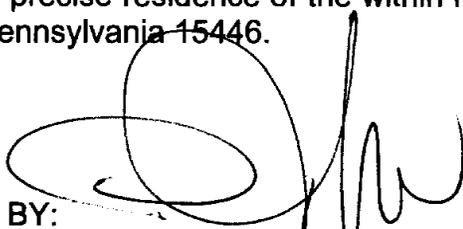
*R Kerry With* .....

This *29<sup>th</sup>* ..... day of *July* *2003* .....

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named Grantee is: P.O. Box 486, Indian Head, Pennsylvania 15446.

July 14, 2003

BY:   
Douglas S. Sepic

Recorder please mail deed to:

*lm*

Watson Mundorff Brooks & Sepic  
720 Vanderbilt Road  
Connellsville, PA 15425

200300016289  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY  
07-31-2003 At 01:28 pm.  
DEED 604.00  
OR Book 2871 Page 2034 - 2038

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



*David G. Malosky*

DAVID G. MALOSKY  
RECORDER OF DEEDS

201700007244  
Exempt Status - N  
STATE \$ 7500.00  
LOCAL \$ 7500.00  
\$ 3750.00 SPRINGFIELD TOWNSHIP  
\$ 3750.00 CONNELLSVILLE AREA SCHOOL DST



UPI Certification Date 7/6/2017  
35-05-0084

**DEED**

MADE this 6<sup>th</sup> day of July, 2017.

BETWEEN **SPCC EXPLORATION, LLC**, a Delaware Limited Liability Company with its principal place of business in Uniontown, Fayette County, Pennsylvania, GRANTOR,

AND

**INDIAN CREEK VALLEY WATER AUTHORITY**, a Pennsylvania Municipal Authority, with its principal office located in Springfield Township, Fayette County, Pennsylvania, GRANTEE.

WITNESSETH, that in consideration of the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) Dollars, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns:

ALL that certain tract or piece of land situate in Springfield Township, Fayette County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone on the dividing line between property of the Indian Head Fuel Company and Elmer Prinkey; thence North 17 degrees 30 minutes East 154.5 feet to a post on the public road; thence along line of property of Isaac Prinkey, and crossing said public road, North 11 degrees 30 minutes East 709.5 feet to a stone; thence continuing along line of property of Isaac Prinkey North 87 degrees East, crossing Poplar Run Road, a distance of 990 feet to a point on the Easterly side of said road and on line of property of Leah Nickle; thence along line of property of Leah Nickle South 36 degrees 30 minutes East 164 feet to a point on the Easterly line of the Poplar Run Road; thence along the line of property of Leah Nickle and the property herein described South 88 degrees East 250 feet to a point on the Westerly side of a private road reserved; thence along the Westerly side of said private road reserved; North 12 degrees West 160 feet to a point on the Westerly side of said private road reserved; thence crossing said private road and along line dividing property now or formerly of Darthea Speyer and property herein described, North 87 degrees East 691.5 feet to a post on line of land of the Mountain Water Supply Company; thence along said line and crossing State Highway Route No. 711, South 6 degrees East 2356.2 feet to stones on line of property of Henry Hall; thence along said line North 84 degrees West, crossing the public road, a distance of 1400.8 feet to a point; thence continuing along said line South 53 degrees West 400.9 feet to a white oak on line of property of D. H. Grimm; thence along said line North 36 degrees 30 minutes West 621 feet to a point in the center line of State Highway Route No. 711 and line of property of Indian Head Fuel Company North 42 degrees East, a distance of 413 feet to a point; thence continuing along line of property of the Indian Head Fuel Company North 36 degrees 30 minutes West 770 feet to a point; thence

continuing along said line, North 67 degrees West 155 feet to stones at the place of beginning. Containing 73.52 acres more or less.

EXCEPTING AND RESERVING from the operation of this deed one (1) acre of ground on the Northerly side of said State Highway Route No. 711, known as Poplar Run School Lot.

ALSO EXCEPTING AND RESERVING all public and private roads and subject to rights of others therein.

ALSO EXCEPTING thereout and therefrom that certain parcel of land situate in Springfield Township, Fayette County, Pennsylvania, by deed of Oliver R. Nicholson dated December 22, 1992, and recorded in the Recorder's Office of Fayette County, Pennsylvania in Record Book 1102, page 1.

ALSO EXCEPTING thereout and therefrom that certain parcel of land situate in Springfield Township, Fayette County, Pennsylvania, by deed of Kenneth Nicholson, Sr. and Peggy L. Nicholson, his wife dated 04/08/1997 and recorded in the Recorder's Office of Fayette County, Pennsylvania in Record Book 1871, page 270.

BEING No. 465 Indian Creek Valley Road.

PARCEL No. 35-05-0084.

BEING parcel eleventh of the same premises which Kenneth R. Nicholson, Jr. and Lisa J. Nicholson, his wife, by Deed dated 05/20/2013 and recorded 05/21/2013 in the Office of the Recorder of Deeds in and for Fayette County in Record Book 3220, page 197, granted and conveyed unto SPCC Exploration, LLC, a Delaware limited liability company.

THIS deed is executed and delivered by Grantor, SPCC Exploration, LLC pursuant to a Resolution of the members of SPCC Exploration, LLC, which Resolution ratified and confirmed the sale of the premises described herein and authorized the sole Member and Manager, Rhonda M. Zeigler, to execute and deliver a deed to the Grantee for the conveyance of said premises.

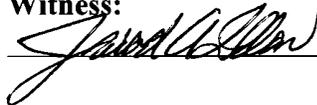
**NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965.)**

**GRANTOR(S) HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED OR HAS EVER BEEN DISPOSED BY THE GRANTORS OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P.L. 380.**

## **NOTICE**

**In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.**

**Witness:**

  
\_\_\_\_\_

  
\_\_\_\_\_

This 6<sup>th</sup> day of July, 2017

AND the said Grantor does hereby covenant that it will **WARRANT GENERALLY** the property hereby conveyed.

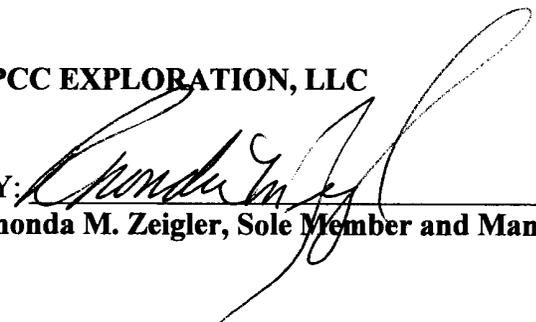
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Witness:



---

**SPCC EXPLORATION, LLC**

BY:   
**Rhonda M. Zeigler, Sole Member and Manager**

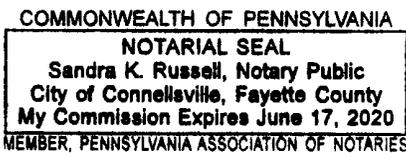
Instrument: 201700007244 DE  
Page: 1889  
201700007244  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY, RECORDER  
07-06-2017 At 11:52 am.  
DEED 15099.50  
OR Book 3344 Page 1885 - 1889

COMMONWEALTH OF PENNSYLVANIA :  
SS.  
COUNTY OF FAYETTE :

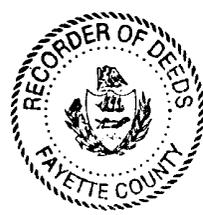
On this, the 6th day of July, 2017, before me, the undersigned officer, personally appeared **Rhonda M. Zeigler**, who acknowledged herself to be the **Sole Member and Manager** of **SPCC EXPLORATION, LLC**, a Delaware limited liability company, and that she, as such **Sole Member and Manager**, being authorized to do so executed the foregoing for the purposes therein contained by signing the name of the **SPCC EXPLORATION, LLC**, by herself as **Sole Member and Manager**.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.

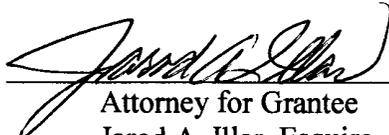


  
DAVID G. MALOSKY  
RECORDER OF DEEDS

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the within named Grantee is: P.O. Box 486, Indian Head Road, Indian Head, PA 15446.

DATED: July 6, 2017

  
\_\_\_\_\_  
Attorney for Grantee  
Jarod A. Illar, Esquire

201700007244  
WATSON MUNDORFF BROOKS  
HOLD WILL ETC

BOOK 1147 PAGE 347

THIS DEED

MADE THIS 21 day of June, 1973, between  
LESTER E. HENRY and SARAH M. HENRY, his wife, of Springfield  
Township, Fayette County, Pennsylvania, GRANTORS,

A  
N  
D

INDIAN CREEK VALLEY WATER AUTHORITY, a quasi-municipal  
corporation, with its principal office located in the Village of  
Melcroft, Saltlick Township, Fayette County, Pennsylvania,  
GRANTEE.

WITNESSETH, that in consideration of One Thousand Six Hundred and  
00/100 (\$1,600.00) Dollars, in hand paid, the receipt whereof is  
hereby acknowledged, the said Grantors do hereby grant and  
convey to said Grantee,

ALL that certain piece or parcel of land located in  
Springfield Township, Fayette County, Pennsylvania, more  
particularly bounded and described as follows:

BEGINNING at a point in the Township Road  
in land now or formerly of J. R. Cramer, which  
said point of beginning is North 85° 19' West  
283.82 feet from the Northeasterly most corner  
of a larger tract of land. (of which the premises  
herein conveyed is a small part) conveyed to the  
Grantors herein by Deed of Ada M. Mays et vir.,  
dated September 21, 1968, and recorded in the  
Recorder's Office of Fayette County, Pennsylvania,  
in Deed Book Vol. 1066, page 961, and the said  
Northeasterly corner also adjoining property now  
or formerly of J. R. Cramer and now or formerly  
of H. Miller; thence from said point of beginning

63673  
100 DOLLARS

63673  
100 DOLLARS

63673  
100 DOLLARS

Civil  
SCHOOL R. E. TRANS. TAX  
PAID 6-26 1973 \$16.00  
6768

BOOK 1147 PAGE 848

and through lands of the Grantors, South 3° 43' 50" West 400 feet to a hub; thence still through other lands of Grantors North 86° 16' 10" West 100 feet to a hub; thence still through other lands of the Grantors North 3° 43' 50" East 444.41 feet to a point in said township road; thence in and along said township road South 47° 14' East 62.29 feet to a point still in said road; thence in and along said road, South 85° 19' East 46.18 feet to the place of beginning, containing an area of 0.947 acres. A plot of said premises is attached hereto and made a part hereof.

BEING a small portion of the premises conveyed to the Grantors herein by Deed of Ada M. Mays et vir., dated September 21, 1968, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Vol. 1066, page 961.

NOTICE-THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

.. Cynthia L. Clark .....

.. [Signature] ..  
.. [Signature] ..  
.. [Signature] ..

This .. 26<sup>th</sup> .. day of June, 1973 .....

BOOK 1147 PAGE 849

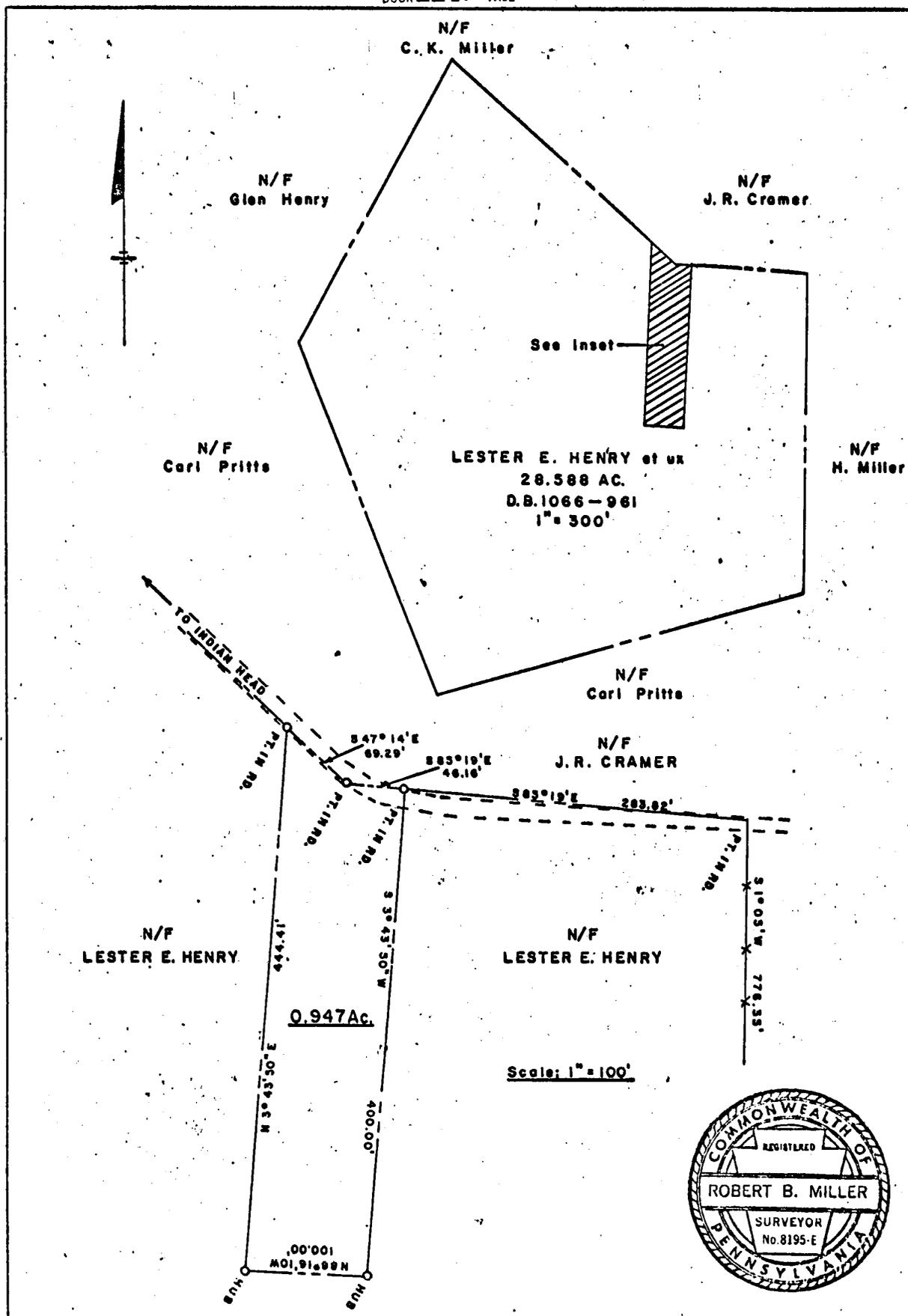
AND the said Grantors do hereby covenant and agree that they will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunder set their hands and seals this 21 day of June, 1973.

Signed, sealed and delivered in the presence of:

<u>Rosemary Hensel</u>	X <u>Lester E. Henry</u> (SEAL) Lester E. Henry
<u>Notary Public</u>	<u>Sarah M. Henry</u> (SEAL) Sarah M. Henry

BOOK 1147 PAGE 850



PLAT OF PARTITION OF LANDS OF LESTER. E. HENRY et ux  
SITUATE IN SALTICK & SPRINGFIELD TWPS.—FAYETTE CO., PA.  
SURVEYED FOR CHAS. C. McCALL & ASSOCIATES INC.

ROBERT B. MILLER - REGISTERED SURVEYOR No. 8195-E WAYNESBURG, PENNA.	SCALE AS SHOWN	DATE MAY 73	NO. 167-A
--	----------------	-------------	-----------

BOOK 1147 PAGE 851

COMMONWEALTH OF PENNSYLVANIA:  
SS.  
COUNTY OF FAYETTE :

On this the 21 day of June, 1973, before me, the undersigned officer, personally appeared LESTER E. HENRY and SARAH M. HENRY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

*Rosemary Hensel* (SEAL)  
Notary Public  
My Commission Expires  
ROSEMARY HENSEL, NOTARY PUBLIC  
SALTICK TWP. FAYETTE CO. PA  
MY COMMISSION EXPIRES DEC. 31, 1978

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named Grantee is the Village of Melcroft, Saltlick Township, Fayette County, Pennsylvania.

*Paul W. Mahoney*  
*Hold for Atty P. J. Mahoney*

7.50 L Tax  
7600-7600

1147-847  
RECORDED  
JUN 26 11 32 AM '73  
WILLIAMS  
RECORDER  
FAYETTE COUNTY



STATE OF PENNSYLVANIA } SS  
COUNTY OF FAYETTE

Recorded on this 26th day of June A. D. 1973  
in the Recorder's Office of said county in Deed  
Book Vol. 1147 Page 847 Given under my hand  
and the seal of said office this day written

*Harry L. Williams* Recorder of Deeds

1335 247

T H I S D E E D

MADE this 6th day of March in the year one thousand nine hundred eighty-four (1984),

BETWEEN JESSE E. GOODWIN and HELEN G. GOODWIN, his wife, of Saltlick Township, Fayette County, Pennsylvania, parties of the first part, GRANTORS,

A  
N  
D

INDIAN CREEK VALLEY WATER AUTHORITY, a quasi municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with principal office at Indian Head, Saltlick Township, Fayette County, Pennsylvania, party of the second part, GRANTEE.

WITNESSETH, that in consideration of the sum of Five Hundred (\$500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL that certain parcel of land situate in Springfield Township, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southerly right of way line of State Route No. 711, also known as Legislative Route No. 366 and having a right of way width of 66 feet, being located approximately 33 feet in a southwesterly direction from the center of the existing roadway and also being located South 48° 48' 37" East, a distance of 286.79 feet from an existing iron pin on the property line of Jesse E. Goodwin, of which this description is a part, and the property now or formerly of Worth S. Bigham, said iron pin being approximately 20 feet from the center of the existing roadway of said Route No. 711 and approximately 141 feet in a southeasterly direction from the center of Foxburg Road, Township Road No. 681; thence from the said point of beginning

*William Williams*  
R. E. TRANS. TAX PAID  
3/19 1984 \$ 250  
Rec. #6523 H WILLIAMS

*Spung...*  
R. E. TRANS. TAX PAID  
3/19 1984 \$ 250  
Rec. #6524 H WILLIAMS

1335 248

and along the said southerly right of way of Route No. 711 in a southeasterly direction by a curve to the right having a radius of 2831.79 feet for an arc length of 20.00 feet to a point on the same; thence through the property of said Goodwin, South 39° 44' 22" West, for a distance of 20.00 feet to a point; thence North 50° 15' 38" West, for a distance of 20.00 feet to a point; thence North 39° 44' 22" East, for a distance of 20.00 feet to a point at the place of beginning, containing an area of 0.009 acres; a plot of said premises is hereto attached and made a part hereof.

SUBJECT to all easements, restrictions and conditions contained in prior deeds of record and excepting and reserving all coal and mining rights heretofore sold and conveyed by predecessors in title.

BEING a part of Tract First in the deed to Jesse E. Goodwin and Helen G. Goodwin, his wife, from Blaine H. Channing and Freda B. Channing, his wife, dated July 3, 1959, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Vol. 915, page 226.

NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965).

662 B

### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

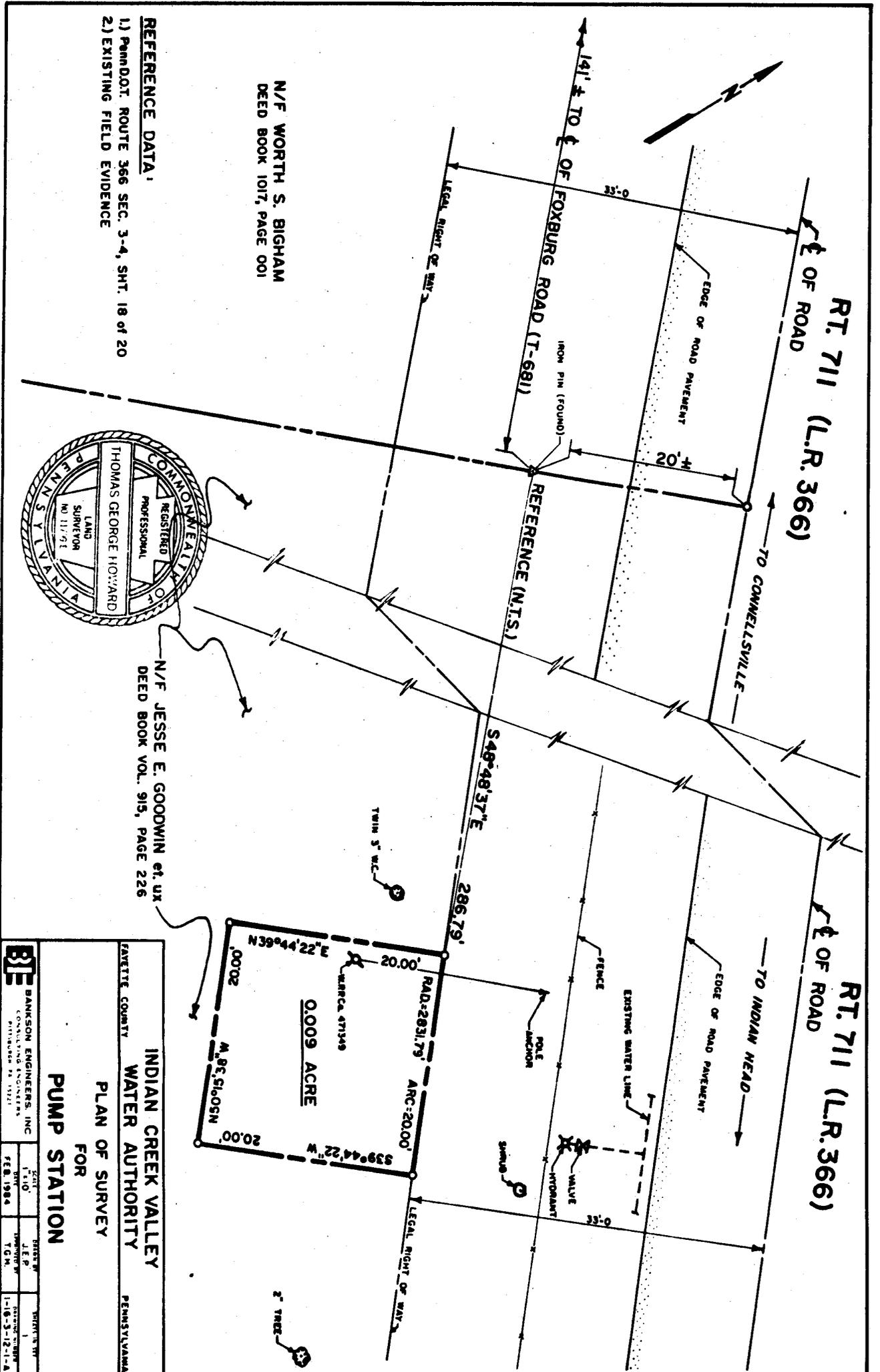
Witness:

*Betty P. Anderson*

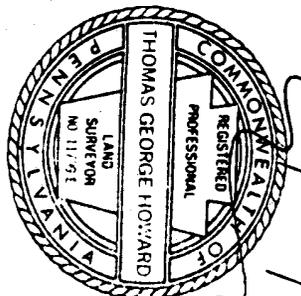
This 6<sup>th</sup> day of March, 1984

*Judith Creek Valley Water Authority*  
By *Paul V. D'Alonzo*  
*Secretary*

1335 249



**REFERENCE DATA:**  
1) PUNDDOT ROUTE 366 SEC. 3-4, SHT. 18 of 20  
2) EXISTING FIELD EVIDENCE



<b>INDIAN CREEK VALLEY WATER AUTHORITY</b> PENNSYLVANIA	
FAYETTE COUNTY	
PLAN OF SURVEY FOR <b>PUMP STATION</b>	
<b>BE</b> BANKSON ENGINEERS, INC. CONSULTING ENGINEERS 1510 W. 10TH ST. PITTSBURGH, PA 15221	DATE: FEB. 1984 DRAWN BY: J.E.P. CHECKED BY: T.G.M. PROJECT NO.: 1-16-3-12-1-A

1335 250

AND the said grantors do hereby covenant that they will  
WARRANT GENERALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set  
their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

L. Kerry Witt

Jesse E. Goodwin (SEAL)  
Jesse E. Goodwin

Marie L. Suss

Helen G. Goodwin (SEAL)  
Helen G. Goodwin

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF FAYETTE : SS.

On this, the 6th day of March, 1984, before me, the  
undersigned authority, personally appeared JESSE E. GOODWIN and  
HELEN G. GOODWIN, his wife, known to me (or satisfactorily proven)  
to be the persons whose names are subscribed to the within instru-  
ment and acknowledged that they executed the same for the purposes  
therein contained.

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

Russell Johnson  
Notary Public  
MY COMMISSION EXPIRES 12/31/84  
Montgomery County, Pennsylvania

CERTIFICATE OF RESIDENCE

I HEREBY CERTIFY that the precise business address of  
the within Grantee is P. O. Box 290, Indian Head, Pennsylvania  
STATE OF PENNSYLVANIA } 88  
COUNTY OF FAYETTE

Recorded on this 19th day of March, A. D. 1984  
in the Recorder's Office of said county in Deed  
Book Vol. 1335 page 247 (even under my hand  
and the seal of said office this day written

Harry L. Williams Recorder of Deeds

RECORDED  
MAR 19 12 50 PM '84  
HARRY L. WILLIAMS  
RECORDER  
FAYETTE COUNTY

1335-247

RECORDED  
MAR 19 1984  
FAYETTE COUNTY

**DEED**

MADE THIS 10<sup>th</sup> day of SEPTEMBER, 2002, by and between:

WILLIAM C. SCARLETT and OLIVE R. SCARLETT, his wife, of Stewart Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTORS";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3,500.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or tract of land situate in the Township of Stewart, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the southeast corner of the land of William C. Scarlett and Olive R. Scarlett, his wife, of which this parcel is a part, and corner of land now or formerly of Richard Sanders; thence along the line dividing land of said Scarlett and Sanders South 84 degrees 34 minutes West for a distance of 140.15 feet to a point; thence through the land of said Scarlett North 2 degrees 48 minutes 59 seconds West for a distance of 140.15 feet to a point; thence North 84 degrees 34 minutes East for a distance of 140.15 feet to a point on the aforesaid dividing line of Scarlett and Sanders; thence along the said dividing line South 2 degrees 48 minutes 59 seconds East for a distance of 140.15 feet to a point at place of beginning.

CONTAINING an area of 0.45 acres more or less.

THIS description of a piece or parcel of land is the same as shown on a plan prepared by Bankson Engineers, Inc., of Indianola, Pennsylvania, for the Indian Creek Valley Water Authority on Drawing Number 2-520-73-1, dated July 2002, a copy of which is attached hereto and made a part hereof.

BEING a part of the same property conveyed to William C. Scarlett and Olive R. Scarlett, his wife, by deed of Norman R. Tyler and Ilene R. Tyler, his wife, dated August 23, 1983, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Volume 1326, Page 207.

CWW:cindy/home/wpdocs/instrum/scarlett 8/14/02

Instrument 200200017128 OR 2834 Book Page 132

This is a transfer to a government municipal authority in lieu of condemnation and is, therefore, exempt from the payment of realty transfer taxes.

AND the said Grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTORS HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTORS' OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

662 B

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1996", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

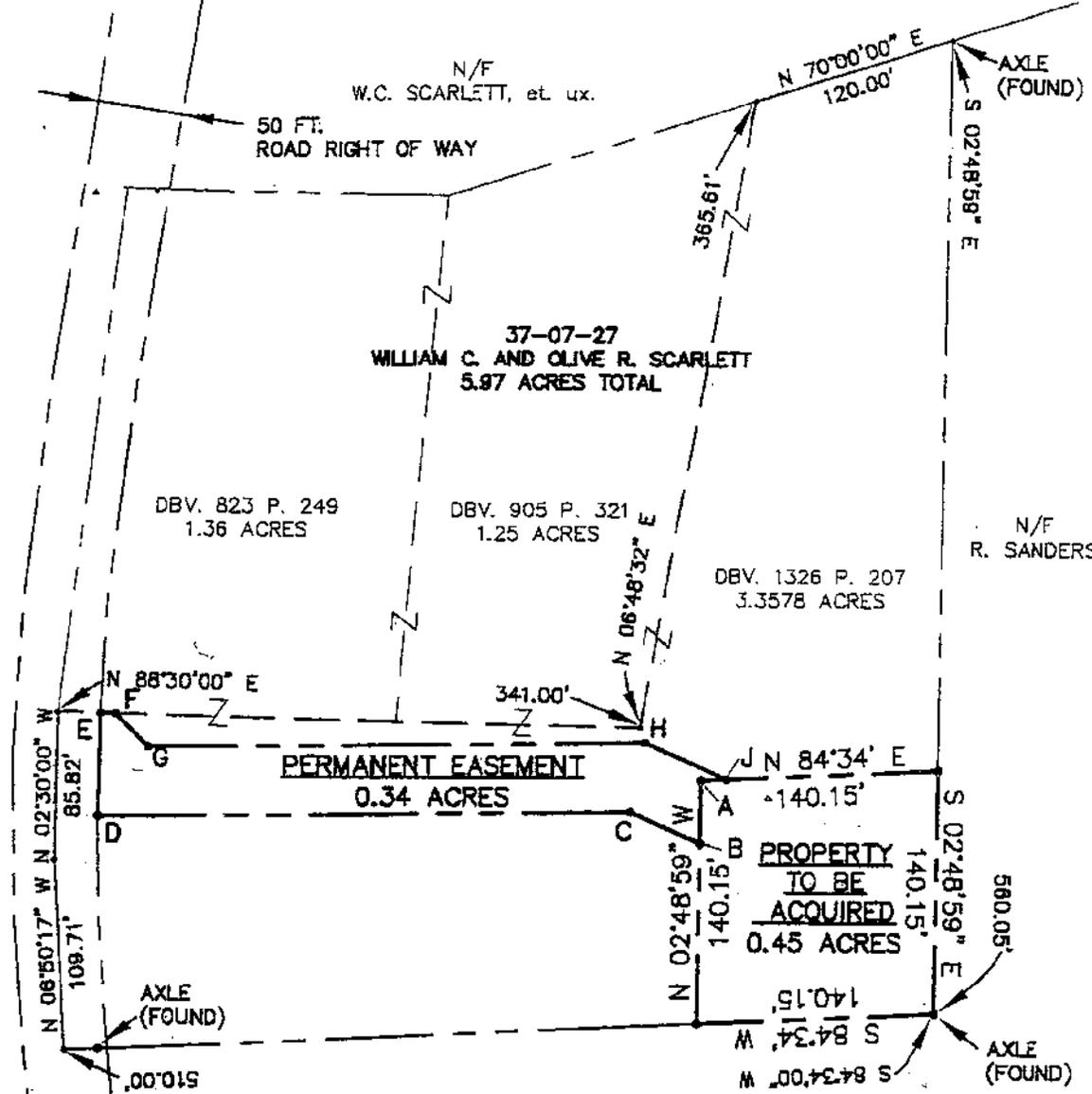
Witness:

*Cindy L. Moag*

*R. Perry*

This 10th day of September, 2002

Instrument 200200017128 Book Page 2834 133



**DESCRIPTION OF PERMANENT EASEMENT**

MARK	BEARING	DISTANCE
A - B	S 02°-48'-59" E	36.41'
B - C	N 69°-02'-49" W	44.63'
C - D	S 86°-31'-42" W	311.21'
D - E	N 01°-58'-14" W	59.72'
E - F	N 88°-30'-00" E	8.94'
F - G	S 47°-16'-09" E	26.86'
G - H	N 86°-31'-42" E	290.77'
H - J	S 69°-02'-49" E	52.09'
J - A	S 84°-34'-00" W	15.03'

**REFERENCE DATA:**

- EXISTING FIELD EVIDENCE.
- DEED TO WILLIAM C. AND OLIVE R. SCARLETT  
RECORDED IN DEED BOOK VOLUME 1326 PAGE 207.  
DATED AUGUST 23, 1983.
- TAX MAP NUMBER 37-07-27.

PLAN OF SURVEY FOR  
**INDIAN CREEK VALLEY WATER AUTHORITY**  
FAYETTE COUNTY PENNSYLVANIA  
SHOWING PROPERTY AND PERMANENT EASEMENT  
SITUATE IN STEWART TOWNSHIP  
**INDIAN CREEK VALLEY WATER AUTHORITY**  
TO BE ACQUIRED FROM  
**WILLIAM C. AND OLIVE R. SCARLETT**

CWW:cindy/home/wpdocs/inclan/scarlett 8/14/02

Instrument 200200017128 Book Page 2834 134

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

SIGNED:

[Signature]

William C. Scarlett (SEAL)  
WILLIAM C. SCARLETT

[Signature]

Olive R. Scarlett (SEAL)  
OLIVE R. SCARLETT

STATE OF PENNSYLVANIA

:  
SS.

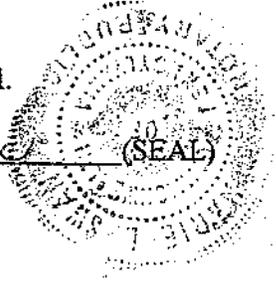
COUNTY OF FAYETTE

On this, the 10 day of September, 2002, before me, a notary public, the undersigned officer, personally appeared WILLIAM C. SCARLETT and OLIVE R. SCARLETT, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Marie L. Swan (SEAL)

NOTARY PUBLIC  
MY COMMISSION EXPIRES:



Notarial Seal  
Marie L. Swan, Notary Public  
Saltlick Twp., Fayette County  
My Commission Expires Feb. 19, 2005  
Member, Pennsylvania Association of Notaries

CWW:cindy/home/wpdocs/Ingram/scarett 8/14/02

Instrument 200200017128 OR Book Page 2834 135

200200017128  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID B. MALOSKY  
09-18-2002 At 10:53 am.  
DEED 29.00  
OR Book 2834 Page 131 - 135

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania 15446.

WATSON MUNDORFF BROOKS & SEPIC

September 10, 2002

BY: Charles W. Watson  
CHARLES W. WATSON  
Attorney for Grantee

*sent* RECORDER, PLEASE MAIL TO:

WATSON MUNDORFF BROOKS & SEPIC  
720 VANDERBILT ROAD  
CONNELLSVILLE, PA 15425-6218

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



David G. Malosky  
DAVID G. MALOSKY  
RECORDER OF DEEDS

Affidavit of Value in File

**DEED**

MADE THIS 1<sup>st</sup> day of SEPTEMBER, 2002, by and between:

MERLE D. TAYLOR and MARGARET R. TAYLOR, his wife, of Stewart Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTORS";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or tract of land situate in the Township of Stewart, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of State Road 2017, also known as Maple Summit Road, at a common corner of land now or formerly of Adam Noschese, Jr., et ux., and land of Merle D. and Margaret R. Taylor, of which this parcel is a part; thence along line dividing land of said Noschese and Taylor, South 30 degrees East for a distance of 61.00 feet to a point; thence through lands of said Taylor South 60 degrees West for a distance of 80.00 feet to a point; thence North 30 degrees West for a distance of 62.83 feet to a point on the said southerly side of State Road 2017; thence along the southerly side of State Road 2017 North 62 degrees 15 minutes East for a distance of 30.03 feet to a point; thence continuing along the same North 60 degrees 45 minutes East for a distance of 50.00 feet to a point at place of beginning.

CONTAINING an area of 0.11 acres more or less.

THIS description of a right of way is the same as shown on a plan prepared by Bankson Engineers, Inc. of Indianola, Pennsylvania for the Indian Creek Valley Water Authority on Drawing Number 2-520-74-1, dated July 2002, a copy of which is attached hereto and made a part hereof.

EXCEPTING AND RESERVING unto Grantors and their heirs, personal representatives, successors and assigns ("Grantors") a right to re-acquire the within premises subject to the following procedure:

If Grantee shall receive a bona fide offer from a third party to purchase the within property

CWW:cindy/home/wpdocs/instrument Taylor 8/14/02

Instrument Book Page  
200200017143 OR 2834 159

or a part thereof, Grantee prior to accepting such offer shall obtain such offer in writing and shall submit a copy thereof to Grantors, granting to Grantors a period of thirty (30) days within which Grantors may elect by written notice to Grantee to purchase the property subject to the offer at the same price and for the same terms as set forth in such offer. If Grantors elect to so purchase such property, the closing shall occur within thirty (30) days following the date of Grantors' written notice to Grantee of their election to so purchase. If Grantors shall refuse any such offer either by failing to elect to purchase such property within thirty (30) days or by written notice to Grantee and Grantee shall nevertheless fail to complete the sale under the terms of such offer, Grantee shall not thereafter sell or otherwise dispose of all or any part of such property except by proceeding in accordance with the terms of this reservation.

BEING a portion of the same property conveyed to Merle D. Taylor and Margaret R. Taylor, his wife, by deed of A. E. Burnworth and Lena Burnworth, his wife, dated October 6, 1968, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Volume 904, page 360.

This is a transfer to a government municipal authority in lieu of condemnation and is, therefore, exempt from the payment of realty transfer taxes.

AND the said Grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

662 B

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1996", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

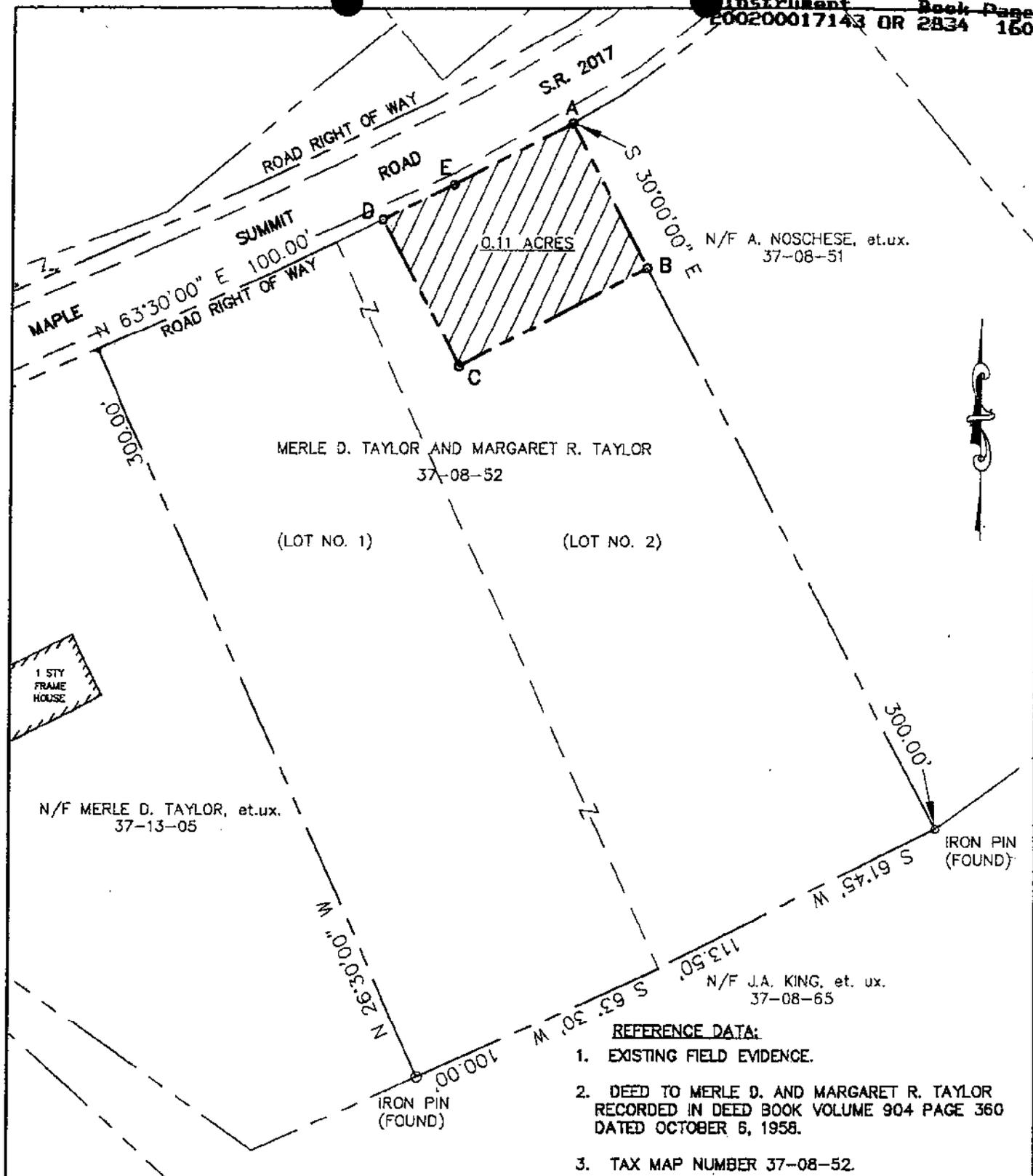
Witness:

*Cindy L. May*

*[Signature]*

This ..... 1st ..... day of ..... September, 2002

Instrument 200200017143 OR 2834 Book Page 160



MERLE D. TAYLOR AND MARGARET R. TAYLOR  
37-08-52  
(LOT NO. 1) (LOT NO. 2)

N/F A. NOSCHESSE, et.ux.  
37-08-51

N/F MERLE D. TAYLOR, et.ux.  
37-13-05

N/F J.A. KING, et. ux.  
37-08-65

**REFERENCE DATA:**

1. EXISTING FIELD EVIDENCE.
2. DEED TO MERLE D. AND MARGARET R. TAYLOR RECORDED IN DEED BOOK VOLUME 904 PAGE 360 DATED OCTOBER 6, 1958.
3. TAX MAP NUMBER 37-08-52.

**DESCRIPTION OF PROPERTY TO BE ACQUIRED**

MARK	BEARING	DISTANCE
A - B	S 30°-00'-00" E	61.00'
B - C	S 60°-00'-00" W	80.00'
C - D	N 30°-00'-00" W	62.83'
D - E	N 62°-15'-00" E	30.03'
E - A	N 60°-45'-00" E	50.00'

PLAN OF SURVEY FOR  
**INDIAN CREEK VALLEY WATER AUTHORITY**  
FAYETTE COUNTY PENNSYLVANIA

SITUATE IN STEWART TOWNSHIP  
SHOWING PROPERTY TO BE ACQUIRED FROM  
**MERLE D. AND MARGARET R. TAYLOR**

<b>BE</b> BANKSON ENGINEERS, INC. CONSULTING ENGINEERS INDIANOLA PA 15061	SCALE 1" = 50 FT.	DRAWN BY Y.F.	SHEETS-IN SET 1
	DATE JULY 2002	APPROVED BY C.S.H.	DRAWING NUMBER 2-520-74-1

CWW:cindy/home/wpdocs/In...taylor 8/14/02

Instrument 200200017143 OR Book 2834 Page 161

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTORS HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTORS' OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

*M. Taylor*  
*M. Taylor*

SIGNED:

*Merle D. Taylor* (SEAL)  
MERLE D. TAYLOR  
*Margaret R. Taylor* (SEAL)  
MARGARET R. TAYLOR

STATE OF PENNSYLVANIA

:  
SS.

COUNTY OF FAYETTE

:

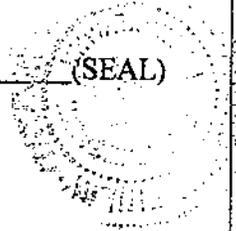
On this, the 1<sup>st</sup> day of SEPTEMBER, 2002, before me, a notary public, the undersigned officer, personally appeared MERLE D. TAYLOR and MARGARET R. TAYLOR, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

CWW:cindy/home/wpdocs/In Taylor 8/14/02

Instrument Book Page  
200200017143 OR 2834 162  
200200017143  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY  
09-18-2002 At 10:56 am.  
DEED 29.00  
OR Book 2834 Page 158 - 162

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

*Dorothy Finley-Taylor*  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:



Notarial Seal  
Dorothy Finley-Taylor, Notary Public  
Hempfield Twp., Westmoreland County  
My Commission Expires May 10, 2003  
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania 15446.

WATSON MUNDORFF BROOKS & SEPIC

September 1, 2002

BY: \_\_\_\_\_  
CHARLES W. WATSON  
Attorney for Grantee

RECORDER, PLEASE MAIL TO:

*WMP*

WATSON MUNDORFF BROOKS & SEPIC  
720 VANDERBILT ROAD  
CONNELLSVILLE, PA 15425-6218

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



*David G. Malosky*  
\_\_\_\_\_  
DAVID G. MALOSKY  
RECORDER OF DEEDS

**DEED**

MADE THIS 4<sup>TH</sup> day of SEPTEMBER, 2002, by and between:

JOSEPH S. VANNOSDELN and CINDY L. VANNOSDELN, his wife, of Stewart Township, Fayette County, Pennsylvania, hereinafter referred to as "GRANTORS";

- and -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or tract of land situate in the Township of Stewart, Fayette County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of State Road 2017, also known as Maple Summit Road, said point being South 25 degrees West a distance of 10.64 feet from a corner point common to land now or formerly of William A. Colantoni, land now or formerly of Carl E. Nicholson, Jr. et. ux., and lands of Joseph S. VanNosdeln, of which this parcel is a part; thence leaving the center of State Road 2017 and along the line dividing lands of said Nicholson and the Parcel herein being described, South 25 degrees West for a distance of 749.85 feet to a point on the line dividing land now or formerly of Robert A. Rockwell and land of said Joseph S. VanNosdeln; thence through the land of said VanNosdeln the following courses and distances: North 45 degrees 56 minutes West for a distance of 633.02 feet to a point; thence North 25 degrees East for a distance of 467.69 feet to a point in the center of State Road 2017; thence along the center of State Road 2017 South 72 degrees 10 minutes 49 seconds East for a distance of 603.02 feet to a point at the place of beginning.

CONTAINING an area of 8.36 acres more or less.

This description of property to be acquired is the same as shown on a two part plan prepared by Bankson Engineers, Inc., of Indianola, Pennsylvania, for the Indian Creek Valley Water Authority on Drawings Numbered 2-520-72-1 and 2-520-72-2, dated July 2002, Revised July 29, 2002, a copy of which is attached hereto and made a part hereof.

CWW:cindy/home/wpdocs/.../vannosdeln 8/14/02

Instrument 200200017144 OR Book 2834 Page 154

BEING a portion of the same property conveyed to Joseph S. VanNosdeln by deed of Joseph S. VanNosdeln, a single man, and Joanne M. VanNosdeln, a single woman, dated December 1, 1968, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Record Book 2237 Page 32.

This is a transfer to a government municipal authority in lieu of condemnation and is, therefore, exempt from the payment of realty transfer taxes.

AND the said Grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTORS HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTORS' OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

662 B

# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1996", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

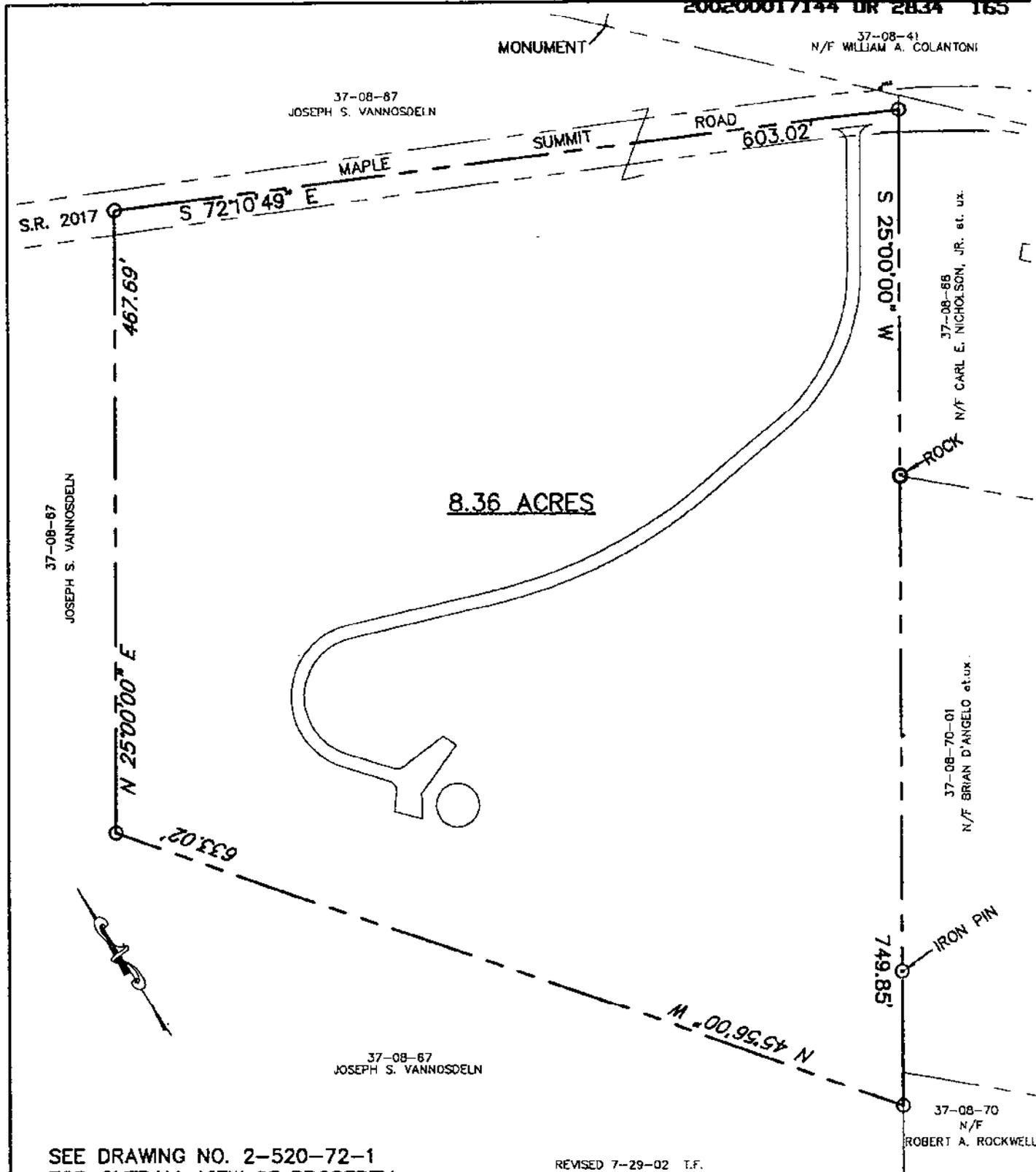
Witness:

*[Handwritten signature]*

*[Handwritten signature]*

This 4th day of September, 2002

Instrument Book Page  
200200017144 OR 2834 165



SEE DRAWING NO. 2-520-72-1  
FOR OVERALL VIEW OF PROPERTY

REFERENCE DATA:

1. EXISTING FIELD EVIDENCE.
2. DEED TO JOSEPH S. VANNOSDELN IN DEED BOOK VOLUME 2237 PAGE 32, DATED DECEMBER 1, 1988.
3. TAX MAP NUMBER 37-08-67.

REVISED 7-29-02 I.F.

INDIAN CREEK VALLEY WATER AUTHORITY			
FAYETTE COUNTY		PENNSYLVANIA	
PLAN OF SURVEY SITUATE IN STEWART TOWNSHIP			
FOR			
INDIAN CREEK VALLEY WATER AUTHORITY			
SHOWING PROPERTY TO BE ACQUIRED FROM			
JOSEPH S. VANNOSDELN			
BANKSON ENGINEERS, INC. CONSULTING ENGINEERS	SCALE 1" = 100 FT.	DRAWN BY T.F.	SHEETS IN SET 2
	DATE	APPROVED BY	DRAWING NUMBER

CWW:cindy/home/wpdocs/In.../vannosdeln 8/14/02

Instrument Book Page  
200200017144 DR 2834 166

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

*Ann M. Hudo*  
\_\_\_\_\_

SIGNED:

*Joseph S. Vannosdeln* (SEAL)  
JOSEPH S. VANNOSDELN  
*Cindy L. Vannosdeln* (SEAL)  
CINDY L. VANNOSDELN

STATE OF PENNSYLVANIA

:  
SS.

COUNTY OF FAYETTE

On this, the 4th day of September, 2002, before me, a notary public, the undersigned officer, personally appeared JOSEPH S. VANNOSDELN and CINDY L. VANNOSDELN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

*Cindy L. Moag* (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

NOTARIAL SEAL  
Cindy L. Moag, Notary Public  
Dunbar Township, Fayette County  
My Commission Expires: April 23, 2006

CWW:cindy/home/wpdocs/.../vannocdein 8/14/02

**Instrument**      **Book** **Page**  
**200200017144** **DR** **2834** **167**  
200200017144  
Filed for Record in  
FAYETTE COUNTY, PA  
DAVID G. MALOSKY  
09-18-2002 At 10:59 am.  
DEED                      29.00  
DR Book 2834 Page 163 - 167

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania 15446.

WATSON MUNDORFF BROOKS & SEPIC

September 4, 2002

BY: *Charles W. Watson*  
CHARLES W. WATSON  
Attorney for Grantee

RECORDER, PLEASE MAIL TO:

WATSON MUNDORFF BROOKS & SEPIC  
720 VANDERBILT ROAD  
CONNELLSVILLE, PA 15425-6218

I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.



*David G. Malosky*  
DAVID G. MALOSKY  
RECORDER OF DEEDS

06939

DBV3344 PAGE386

CWW:glorie/home/wploos/d/lev 5/11/95

RECORDED  
WESTMORELAND COUNTY, PA.

1995 JUL 20 AM 9:54

*James S. Cluff*  
RECORDER OF DEEDS

**DEED**

MADE THIS 25<sup>th</sup> day of MAY, 1995, by and between:

JAMES N. McCLURE, a single man, of Donegal Township, Westmoreland County, Pennsylvania, hereinafter referred to as "GRANTOR";

- AND -

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at P. O. Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "GRANTEE".

WITNESSETH, that in consideration of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain piece, parcel or tract of land situate in the Township of Donegal, Westmoreland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the dividing line of the land of James N. McClure, of which this description is a part, and land now or formerly of the Laurel Highlands Campland, Inc., and the said point being located South 61 degrees 17 minutes 42 seconds West a distance of 330.00 feet from an iron pin corner of the said lands on the dividing line of the land now or formerly of Byron L. Donovan; thence from the said true point of beginning and through the land of said McClure South 28 degrees 42 minutes 18 seconds East for a distance of 94.00 feet to a point; thence continuing through the same South 61 degrees 17 minutes 42 seconds West for a distance of 110.00 feet to a point; thence continuing through the same North 28 degrees 42 minutes 18 seconds West for

CWW:gloria/home/wpdocs/d/rev 5/11/95

DBV3344 PAGE387

a distance of 94.00 feet to a point on the aforesaid dividing line; thence along the land of said Laurel Highlands Campland, Inc., North 61 degrees 17 minutes 42 seconds East for a distance of 110.00 feet to a point at the place of beginning.

CONTAINING 0.237 Acres, more or less, in accordance with a survey prepared by Bankson Engineers, Inc., of Indianola, Pennsylvania, for the Indian Creek Valley Water Authority on Drawing Number 2-520-32-1, dated August 1994 and revised on April 20, 1995.

SUBJECT to the same rights, privileges, agreements, easements, conditions, restrictions and reservations as exist by virtue of prior recorded instruments.

ALSO SUBJECT to the right of Grantor, his heirs, personal representatives, successors and assigns, to the right of first refusal as to the repurchase of the property conveyed herein, in the event Grantee sells or conveys all or any portion of said property AND the property so transferred is not conveyed to a Grantee which uses the property as part of a public water supply system. The rights of Grantor provided hereunder shall entitle him and his said heirs, personal representatives, successors and assigns to acquire the said property subject hereto for the same consideration and terms as Grantee offers the property to another transferee. In the event Grantee or his heirs, personal representatives, successors or assigns, do not elect to purchase said property within thirty (30) days of receipt of written notice of Grantor's intent to sell, Grantor may sell and convey to the other transferee. It is expressly understood that Grantee's rights hereunder shall not apply to a transfer to a Grantee which uses the property as a portion of a public water supply system.

BEING a part of a larger tract which Integra Trust Company, National Association, successor to the Union National Bank of Pittsburgh, Trustee of Walter P. Boyer, Jr., by its deed dated October 21, 1993, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania, in Deed Book Volume 3207, page 190, granted and conveyed to James N. McClure.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

REALTY TRANSFER TAX JUL 20 '93



50.00

BB-11254

2

MT. PLEASANT SCHOOL DIST. 825.00  
 DONEGAL TWP. 155.00  
 DATE 7-20-93 RECORDER *James N. McClure*

CWW:gloria/home/wpdoots/d/tev 5/11/95

DBV3344 PAGE388

AND the said Grantor hereby covenants and agrees that he will warrant GENERALLY the property hereby conveyed.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965).

GRANTOR HEREBY WARRANTS THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED BY THE GRANTOR OR TO THE GRANTOR'S ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P. L. 380.

562 B

### NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantees/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

..... INDIAN CREEK VALLEY WATER AUTHORITY .....

BY: .....

.....  
This ..... day of .....

CWW:gloria/home/wpdocs/d/iov 5/11/95

DBV3344 PAGE389

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

Leo J. Cavanaugh

James N. McClure (SEAL)  
JAMES N. MCCLURE

COMMONWEALTH OF PENNSYLVANIA :  
: §  
COUNTY OF SOMERSET :

On this, the 5<sup>th</sup> day of JUNE, 1995, before me, a notary public, the undersigned officer, personally appeared JAMES N. MCCLURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Pamela A. Ridenour (SEAL)  
NOTARY PUBLIC

**CERTIFICATE OF RESIDENCE**

Notary Seal  
Pamela A. Ridenour, Notary Public  
Seven Springs Boro, Somerset County  
My Commission Expires March 29, 1997  
Member, Pennsylvania Association of Notaries

I do hereby certify that the precise residence and complete post office address of the within named Grantee is: Box 486, Indian Head, Pennsylvania, 15446.

WATSON MUNDORFF & BROOKS

July 19, 1995

BY: Charles W. Watson  
CHARLES W. WATSON  
Attorney for Grantee  
(N.T.S.)

1/5/67 1+6

BOOK 1054 PAGE 122



THIS DEED, made this 3rd day of January, 1967, between I. STANLEY WISSINGER and LOIS K. WISSINGER, his wife, parties of the first part, hereinafter sometimes called "Grantors," and EASTERN ASSOCIATED COAL CORP., a West Virginia corporation, authorized to conduct business in the Commonwealth of Pennsylvania, having an office in the City of Pittsburgh, Pennsylvania, hereinafter sometimes called "Grantee."

W I T N E S S E T H:

That said Grantors for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following lot or parcel of real estate situate in Saltlick Township, Fayette County, Pennsylvania, and bounded and described as follows:

BEGINNING at a stake and running thence N. 46° 12' E. 20 feet to a stake; thence N. 43° 48' W. 20 feet to a stake; thence S. 46° 12' W. 20 feet to a stake; and thence S. 43° 48' E. 20 feet to a stake, the place of beginning, containing .00919 of an acre; and being a part and parcel of that certain lot designated as Lot No. 62 conveyed unto said Grantors by Eastern Gas and Fuel Associates by deed dated February 13, 1964, and of record in the office of the Recorder of Deeds of said Fayette County, in Deed Book Vol. 988, page 39, and which said Lot No. 62 is shown in the Melcroft Plan of Lots laid out by said Eastern Gas and Fuel Associates and recorded in said Recorder's office of Fayette County in Plan Book 10, page 31.

The above mentioned lot or parcel of real estate herein conveyed is shown green in color on that certain map or plat dated 10-66, marked MT-1-36, attached hereto and made a part hereof.

BOOK 1054 PAGE 123

With and appurtenant to the real estate hereinabove conveyed, said Grantors do also give and grant unto said Grantee, its successors or assigns, the right to grade, build and use an access road extending from Route 711 upon and across said Lot No. 62 owned by Grantors to the real estate herein conveyed, said access road to follow substantially the route colored in brown color on said map or plat dated 10-66, marked MT-1-36.

In the above mentioned deed from Eastern Gas and Fuel Associates to Grantors herein dated February 13, 1964, certain exceptions, reservations, provisions and conditions are set forth and this deed is likewise made subject thereto in all respects.

Grantee represents that it is its present intention to install a chlorinator on the small lot or parcel of real estate hereinabove conveyed for the purpose of treating the water at its water system at Melcroft if deemed necessary; and it is understood between Grantors and Grantee that in the event Grantee, or its successors or assigns, should hereafter abandon said water system, then and in such event said real estate and right of way for an access road herein conveyed and granted shall thereupon revert to Grantors, their heirs or assigns, as the case may be without anything further required to be done by Grantors or Grantee or their successors or assigns; provided, however, Grantee reserves the right to take and remove any and all buildings, machinery and equipment or otherwise it may have erected or placed thereon within six (6) months after any such abandonment.

TO HAVE AND TO HOLD the above described real estate and hereditaments hereby granted and conveyed unto Grantee, its successors and assigns forever.

BOOK 1054 PAGE 124

AND the said Grantors do hereby covenant that they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in  
the Presence of

John K. Johnson

I. Stanley Wissinger (SEAL) ✕

Blair G. Knight

Lois K. Wissinger (SEAL) ✕  
Lois K. Wissinger

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

EASTERN ASSOCIATED COAL CORP.

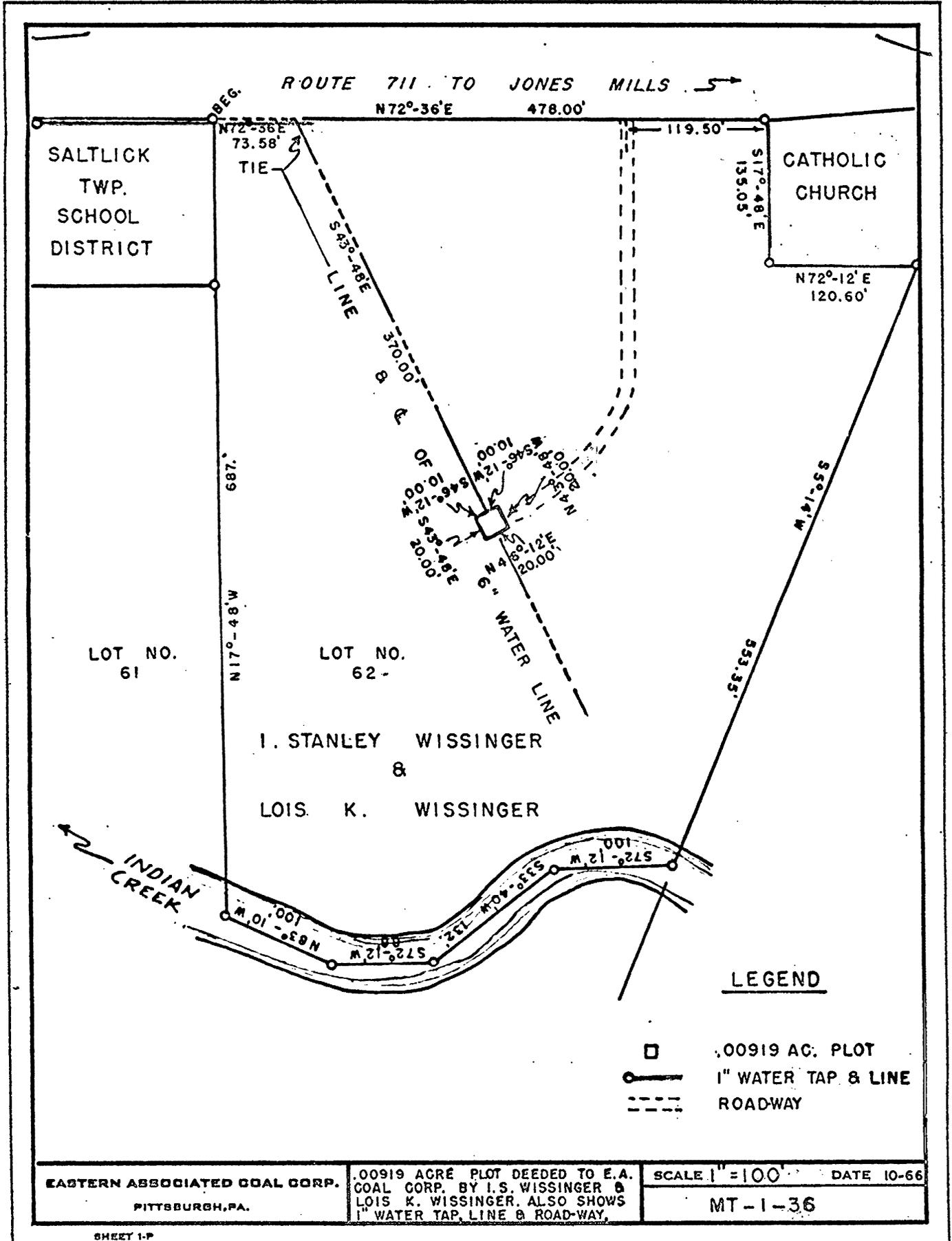
S. L. Hollenell

By

A. P. Boyley  
President

CONNELLSVILLE AREA  
SCHOOL R. E. TRANS. TAX  
PAID 12-19 1967 \$ 104  
RECEIPT # 1860 H. WILLIAMS

BOOK 1054 PAGE 125





7B-K-140

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
BUREAU OF STATE PARKS

LICENSE FOR RIGHT-OF-WAY  
CONTRACT NO. BSP-2012SW-02

---

This AGREEMENT, made this 3<sup>rd</sup> day of July, 2012, by and between the COMMONWEALTH OF PENNSYLVANIA, acting by and through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, BUREAU OF STATE PARKS, (hereinafter called "BUREAU") and INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority under the laws of the Commonwealth of Pennsylvania and having a place of business at 2019 INDIAN HEAD ROAD, INDIAN HEAD, PA 15446-0486 (hereinafter called "LICENSEE).

WITNESSETH, WHEREAS, in accordance with existing laws, LICENSEE has applied for a LICENSE FOR RIGHT-OF-WAY over State land in OHIOPILE STATE PARK, OHIOPILE BOROUGH AND STEWART TOWNSHIP, FAYETTE COUNTY, PENNSYLVANIA, in order to PROVIDE ACCESS TO AN EXISTING WATER TANK AND TREATMENT FACILITY IN THE AREA OF OHIOPILE BOROUGH; and,

WHEREAS, BUREAU, under the *Conservation and Natural Resources Act No. 18, P. L. 89, Section 303a10*, did consider said application for the grant of the aforesaid LICENSE FOR RIGHT-OF-WAY, subject to the terms and conditions herein set forth:

NOW, THEREFORE, BUREAU, in consideration of the foregoing and the promises and agreements hereinafter contained and to be performed on the part of said LICENSEE, hereby grants to LICENSEE, its successors and assigns, a RIGHT-OF-WAY for the purpose only of operating, and maintaining access to an existing water tank and water treatment plant and associated appurtenances, on, under, and across OHIOPILE STATE PARK covering an area of approximately 1.7 acres at the locations shown on EXHIBIT "A," attached hereto and made a part hereof;

Excepting and reserving to BUREAU the privilege of using and authorizing the use of said RIGHT-OF-WAY for constructing, operating and maintaining thereon, thereunder, and thereover utility lines, roads and trails for other purposes, including one similar to that of which this LICENSE is granted, necessary for the proper administration or utilization of said state park land and deemed by BUREAU to be not incompatible with the right hereby granted to LICENSEE.

In consideration whereof, and intending to be legally bound hereby, LICENSEE agrees as follows:

1. **CONSTRUCTION PERIOD:** LICENSEE shall, within one (1) year from date of this AGREEMENT, and only in a manner approved in advance by BUREAU, construct, operate and maintain said facilities on said RIGHT-OF-WAY.
2. **FEES:** BUREAU shall waive the initial and annual license fees in consideration for the benefit to the State Park that the service will provide.

7B-K-140

3. **LENGTH OF LICENSE:** This AGREEMENT shall continue in full force and effect unless and until either party has given six (6) months written notice of intention to terminate the AGREEMENT or requesting a revision of the terms and conditions of this AGREEMENT. If the parties are unable to agree upon satisfactory terms and conditions for renewal by the end of said six (6) months period, this AGREEMENT shall thereupon terminate. The COMMONWEALTH shall deem the land for a higher public use as cause for termination.
4. **CUTTING TIMBER:** LICENSEE agrees not to cut any forest growth upon said right-of-way or elsewhere on state park land without having first obtained the approval of BUREAU, and will use diligence in the prevention of damage to other forest growth.  

After payment is made as per paragraph 5 below, LICENSEE may dispose of merchantable forest growth at their discretion. LICENSEE shall dispose of all un-merchantable forest growth that may be cut by such method approved in advance by BUREAU. All stumps removed shall be buried on the right-of-way, unless advance written approval is given by BUREAU for another method of disposal.
5. **PAYMENT FOR TIMBER:** LICENSEE shall pay to BUREAU at its office in Harrisburg, prior to the clearance for said right-of-way, a sum of money representing twice the value of the forest growth cut, damaged, destroyed or removed from said right-of-way. If 30 days notice is not given to Bureau prior to cutting, then LICENSEE shall pay Bureau three times the value of forest growth.  

LICENSEE shall also pay BUREAU for any additional forest growth that may be cut, damaged, destroyed, or removed on or off said right-of-way as a consequence of the location, construction, maintenance or removal of said facilities. Payment will be made to Bureau under the terms stated above at either twice the value or three times without 30 days notice. The value of all such forest growth will be computed by BUREAU, in accordance with the methods used by BUREAU for the computation of forest growth damages, of which BUREAU shall be the sole judge. LICENSEE shall retain ownership of any forest growth cut.
6. **STUMP CUTTING:** LICENSEE shall cut all trees so the height of the stumps above the surface of the ground will not exceed the diameter of the trees cut at the point of cutting, and in no case shall the height of the stumps from the surface of the ground exceed twelve (12) inches.
7. **SIGNS, MARKERS AND FENCES:** LICENSEE shall replace or repair, as BUREAU shall direct, all signs, property markers, fences and other structures and service utility lines destroyed or damaged in any work incident to the construction, operation, maintenance or removal of said facilities or in any cutting or removal of forest growth.
8. **DAMAGE COMPENSATION:** Should any other damage result to the COMMONWEALTH directly or any of its LESSEE'S, LICENSEE'S, or INVITEES at any time from the construction, operation, maintenance or removal of said facilities, or from other work incident to and authorized by this AGREEMENT, LICENSEE shall make full compensation to BUREAU or appropriate party, the same to be estimated and calculated by BUREAU, as near as may be, by the methods then in use by BUREAU for the computation of damages.
9. **CONTROLLED BURNING:** No fire shall be set on or adjacent to said RIGHT-OF-WAY by LICENSEE or any of its officers, agents, employees, contractors or subcontractors except in pursuance of and in accordance with conditions prescribed in the permission first obtained from BUREAU in writing, fixing the time, place and manner of burning. Should any fire set by LICENSEE, or by any of the persons mentioned in this paragraph, escape in any manner and damage any state park land or other property, LICENSEE shall be liable for all such damages resulting from such escape, and for all costs incurred by BUREAU in controlling such fire. LICENSEE, its officers, agents and employees in the vicinity, as well as its contractors, subcontractors, and agents and employees of contractors and subcontractors, shall, with such means as they may have at hand or be able to summon, render aid in fighting said fire without cost to the COMMONWEALTH.

10. **EROSION AND SEDIMENTATION CONTROL:** LICENSEE shall refill to contour all ditches or other excavations caused by the construction, operation, maintenance or removal of said facilities; construct cross ditches; lime, fertilize and seed or replant the RIGHT-OF-WAY; keep said facilities in good repair and appearance, and take such other measures as may be deemed necessary by BUREAU to control erosion and sedimentation and to maintain or restore the natural and aesthetic values as directed by BUREAU, including the planting of trees and shrubs and/or seedlings, at the option of BUREAU, upon termination of this AGREEMENT.
11. **VEGETATION CONTROL:** LICENSEE shall obtain advance written approval of BUREAU for the manner and method of maintaining and controlling vegetation on the RIGHT-OF-WAY.
12. **COMPENSATION FOR RELOCATION:** LICENSEE shall fully compensate BUREAU and its permittees for all expenses incurred in relocating improvements on state park land which, by reason of the construction, operation, maintenance or removal of said facilities, should be removed.
13. **INGRESS AND EGRESS:** LICENSEE shall have the right of ingress to and egress from said RIGHT-OF-WAY over state land, at places designated by BUREAU, provided however that no roads or trails or any other portion of state park land except said RIGHT-OF-WAY shall be used until a Road Use Agreement for such use has been obtained from BUREAU, which road use agreement shall designate and approve such use and fix the compensation, if any, to be paid to BUREAU and the time, place and manner of payment.
14. **LIMITS OF USE:** LICENSEE shall not use, or grant others permission to use, said RIGHT-OF-WAY or said facilities for any purpose other than that authorized by this AGREEMENT.
15. **MINERALS:** Should a market develop for minerals, including (without limitations) oil, gas, coal, sand, iron, clay, gravel, limestone or other deposits underlying the surface of the RIGHT-OF-WAY and removal of such deposit would, in the normal course of events, be accomplished but for the existence of the RIGHT-OF-WAY, LICENSEE shall reimburse BUREAU for the fair market value of such deposit left in place to protect the RIGHT-OF-WAY and said facilities, unless BUREAU shall agree to a relocation of the RIGHT-OF-WAY for the purpose of removing the deposit under terms and conditions similar to those set forth herein.
16. **POLLUTION:** LICENSEE shall, at all times, perform under this AGREEMENT in such a manner as to prevent the possibility of polluting the environment. LICENSEE alone shall be liable and responsible for any pollution or other damage to any portion of the environment in or adjacent to said RIGHT-OF-WAY which occurs as a result or consequence of LICENSEE'S occupation and use thereof, irrespective of whether or not such pollution or damage is due to negligence or to the inherent nature of LICENSEE'S operations. In any action for civil damages brought under this section, there shall be a presumption that the pollution or other damage would not have occurred but for LICENSEE'S occupation and use of the RIGHT-OF-WAY. It shall then be incumbent upon LICENSEE to come forward with evidence to rebut this presumption. Any action for civil damages brought by BUREAU against LICENSEE on account of such pollution shall not bar BUREAU from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the COMMONWEALTH OF PENNSYLVANIA.
17. **GATES OR BARRICADES:** If requested by BUREAU, LICENSEE shall install efficient BUREAU approved gates or barricades on the RIGHT-OF-WAY to prevent unauthorized vehicular travel on the RIGHT-OF-WAY, at the option of and at locations designated by BUREAU, at LICENSEE'S expense. LICENSEE shall place warning signs at said gates or barricades, the wording of which shall be subject to the mutual approval of BUREAU and LICENSEE, but which shall contain at least the information set forth in paragraph 18. LICENSEE shall maintain any gate or barricade installed in proper condition.

7B-K-140

18. **IDENTIFICATION:** At the discretion of and according to the specifications of BUREAU, LICENSEE shall place on said RIGHT-OF-WAY, at a location most likely to be seen by the public, a sign setting forth at least LICENSEE'S name and address, the fact that the RIGHT-OF-WAY and said facilities are by virtue of this RIGHT-OF-WAY AGREEMENT, the date of this RIGHT-OF-WAY AGREEMENT, and the fact that a copy of the AGREEMENT can be obtained from LICENSEE or BUREAU upon written request. A sign placed on a gate or barricade under paragraph 17 may, at BUREAU'S discretion, satisfy the requirements of this paragraph 18. Any sign placed under stipulations of paragraphs 17 and 18 shall be maintained in proper condition by LICENSEE.
19. **HALTING OF OPERATIONS:** If LICENSEE shall violate this AGREEMENT in any manner, or do or permit to be done any act contrary to the best interests of BUREAU or the state park land, BUREAU, in addition to all other rights and remedies it may have, shall have the right to halt all operations of LICENSEE without any liability or obligation to LICENSEE for the interruption of operations.
20. **HOLD HARMLESS:** LICENSEE shall hold COMMONWEALTH harmless from any and all damages and liability whatsoever, arising from the use or occupancy of the premises by LICENSEE, agents of LICENSEE, or its invitees. In no case will BUREAU waive its right to assert a defense of sovereign immunity to any claim for damages, pursuant to the authority contained in the *JARA Continuation Act of 1980, Act of October 5, 1980, Public Law 693, No. 142*, as amended, or any other legal authority established in the Commonwealth which permits use by the Commonwealth of a sovereign immunity defense.
21. **CONFESS JUDGMENT:** If LICENSEE shall fail to make any payment due under this AGREEMENT when same shall become due or shall fail to pay the damages as herein provided within thirty (30) days after a demand is made for said damages or shall violate this AGREEMENT in any other manner, BUREAU, in addition to all other rights and remedies it may have, may proceed by action of ejectment on this AGREEMENT six (6) months after such default for the recovery of the RIGHT-OF-WAY herein licensed and, in such case, LICENSEE hereby authorizes and empowers any attorney of any court of record to appear for it in an amicable action of ejectment for the premises herein described, to be entered by the Prothonotary in which BUREAU shall be Plaintiff and LICENSEE the Defendant, and confess judgment therein in favor of the plaintiff and against the Defendant for said premises, and authorize the immediate issuing of a Writ of Possession and waiving all stay and exemption laws.
22. **ASSIGNMENT POLICY:** This AGREEMENT shall not be assigned, nor shall LICENSEE enter into any other agreement representing said RIGHT-OF-WAY, without prior written approval of BUREAU, which shall not be unreasonably withheld.
23. **COMMONWEALTH LAWS:** Nothing in this AGREEMENT shall in any way be so construed as to impair the powers, privileges or duties of the COMMONWEALTH OF PENNSYLVANIA or its representatives in the execution of the laws of the COMMONWEALTH OF PENNSYLVANIA, or the applicable rules and regulations promulgated thereunder, now in force or hereafter enacted or adopted.
24. **HEADINGS:** The paragraph headings herein are for reference only and are intended to have no legal force or effect.
25. **NOTICE:** Unless otherwise provided in this Agreement or mutually agreed upon by the parties, any written communication required by this Agreement shall be (i) delivered personally (such delivered notice to be effective on the date it is delivered), (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed), (iii) deposited with a reputable overnight courier service (such couriered notice to be effective one (1) day after the date it is mailed), or (iv) sent by facsimile transmission (such facsimile notice to be

7B-K-140

effective on the date that confirmation of such facsimile transmission is received), with a confirmation sent by way of one of the above methods.

Written communications delivered to Indian Creek Valley Water Authority shall be addressed to:

Indian Creek Valley Water Authority  
2019 Indian Head Road  
Indian Head, Pennsylvania 15466-0486  
Attention: Manager  
Telephone: (724) 455-2906

Written communications delivered to DCNR shall be addressed to:

DCNR/Bureau of State Parks  
PO Box 105  
Ohiopyle, PA 15470-0105  
Attention: Park Manager  
Telephone: (724) 329-8591  
Telecopier: (724) 329-8603

**with copies to:**

DCNR/Bureau of State Parks  
8<sup>th</sup> Floor, Rachel Carson State Office Building  
P.O. Box 8551  
Harrisburg, PA 17105-8551  
Attention: POMD - Program Services Section  
Telephone: (717) 787-6640  
Telecopier: (717) 787-8817

Any party may designate in a writing to any other party any other address or telecopier number to which, and any other person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

7B-K-140

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first herein written.

WITNESS:

*Seela Ross*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND  
NATURAL RESOURCES  
BUREAU OF STATE PARKS

*[Signature]*  
Director, Bureau of State Parks

ATTEST:

*Fred Brown*  
Secretary

INDIAN CREEK VALLEY WATER AUTHORITY

*May Gales*  
Chairman

Federal Tax Identification Number: 25-1198912

APPROVED:

APPROVED AS TO LEGALITY AND FORM: \

PRE-APPROVED

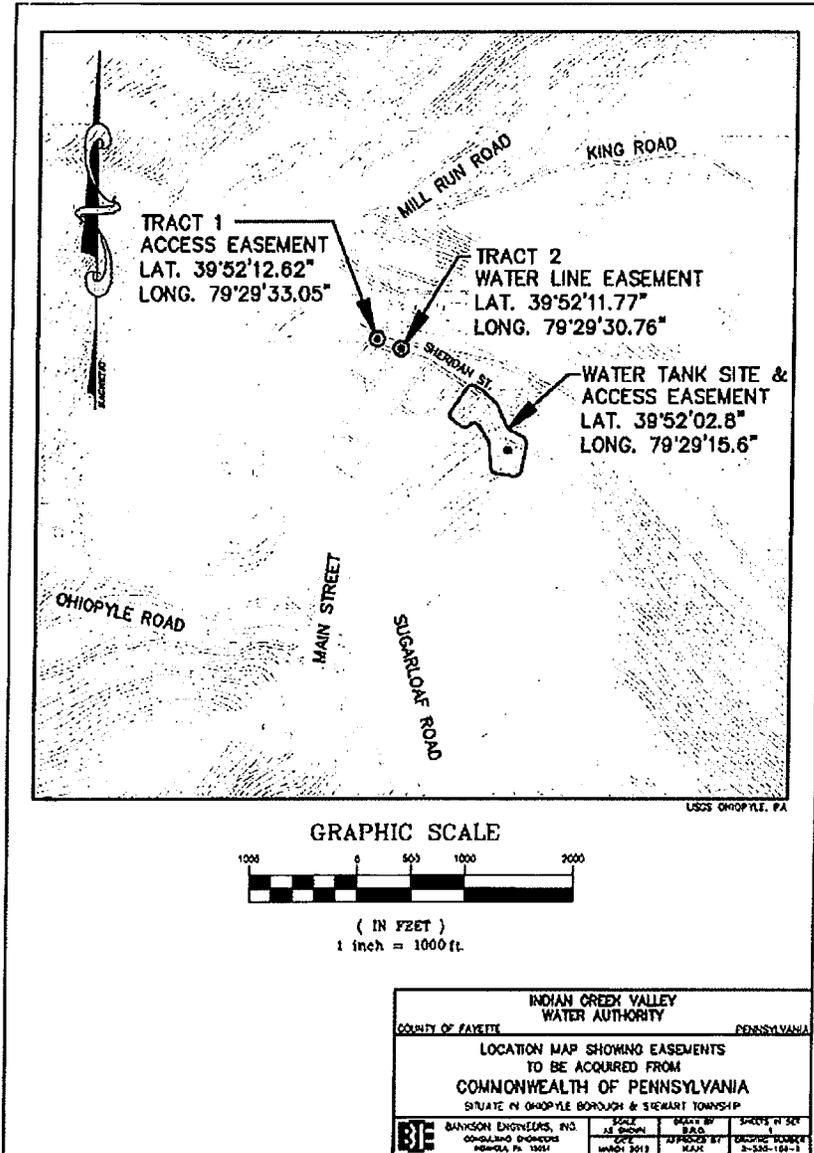
Office of Attorney General

*[Signature]*

Chief/Assistant Chief Counsel  
Department of Conservation and  
Natural Resources

7B-K-140

EXHIBIT A







## DEED OF EASEMENT

**THIS DEED OF EASEMENT**, made this 24th day of September, 2021, by and between **JUDY K. CLARK**, 262 Buchanan Road, Normalville, PA 15469, whether a natural person, corporation, or other entity, and whether one or more, hereinafter referred to as the "Grantor,"

AND

The **INDIAN CREEK VALLEY WATER AUTHORITY**, 2019 Indian Head Road, P.O. Box 486, Indian Head, PA 15446-0486, hereinafter referred to as the "Grantee,"

**WITNESSETH**, the parties intending to be legally bound, and that the Grantor, for and in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00), the receipt of which is hereby acknowledged, by these presents does grant and convey to the said Grantee, its successors and assigns, permanent right of way or easement areas designated as R/W Area 1 and R/W Area 2 on the attached drawings for the construction, installation, operation, inspection, repair, maintenance, replacement and removal of a water line or water lines, an access road, water tank and site improvements and drainage facilities, and the necessary appurtenances in, under, and through, all that certain piece, parcel, or lot of land situate in the Township of Saltlick, County of Fayette, Commonwealth of Pennsylvania, as shown on Fayette County Tax Map Parcel ID 31-06-0020-01 located at 296 Buchanan Road.

See Fayette County Deed Book Volume 0699, Page 0281.

For the location of the easement or right of way, refer to Bankson Engineers, Inc. Drawings Numbered 2-520-134-1 and 2-520-134-2 attached hereto.

Together with free ingress, egress, and regress to and for the Grantee, its successors and assigns, at all times hereafter, into, upon, and out of said lands.

Grantor hereby agrees not to construct a permanent building or other structure over, or excavate above or place a substantial amount of earth over, the pipeline or pipelines provided for herein.

By accepting this right of way or easement, Grantee covenants to restore the surface of the land itself to its same or similar condition whenever it is disturbed in the exercise of any rights granted hereunder. It is understood by the parties that this Deed of Easement is not a release for damage caused by the careless, negligent or reckless acts of the Grantee or any contractor employed by the Grantee. It is understood that Grantee will not replace trees, shrubs and vegetation, other than grass, in the event any are damaged, unless such is located anywhere other than the right of way. If others are damaged they must be fixed or paid for.

For clarification purposes, any drainage and water detention system to control storm water run-off within the easement shall be installed, constructed, and located within fencing to be constructed on the easement area, for which purposes the location of such fencing may be modified from any current plan or drawing to accommodate such drainage and water detention system.

To have and to hold all and singular the rights and privileges aforesaid, to the only proper use and behoof of the Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has set the Grantor's hand and seal or caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of

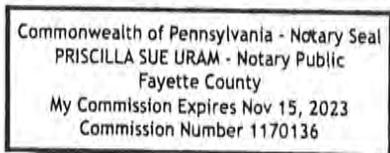
[Signature]  
(Witness)

Judy K Clark  
Judy K. Clark

**COMMONWEALTH OF PENNSYLVANIA** ]  
[SS:  
**COUNTY OF FAYETTE** ]

On this 29<sup>th</sup> day of September, 2021, at 4:04 a.m./(p.m.), before me, a notary public, in and for said County and State, personally appeared Judy K. Clark, from Normalville, PA, who acknowledged the foregoing Deed of Easement to be her act and deed to the end that the same may be recorded as such.

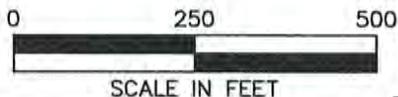
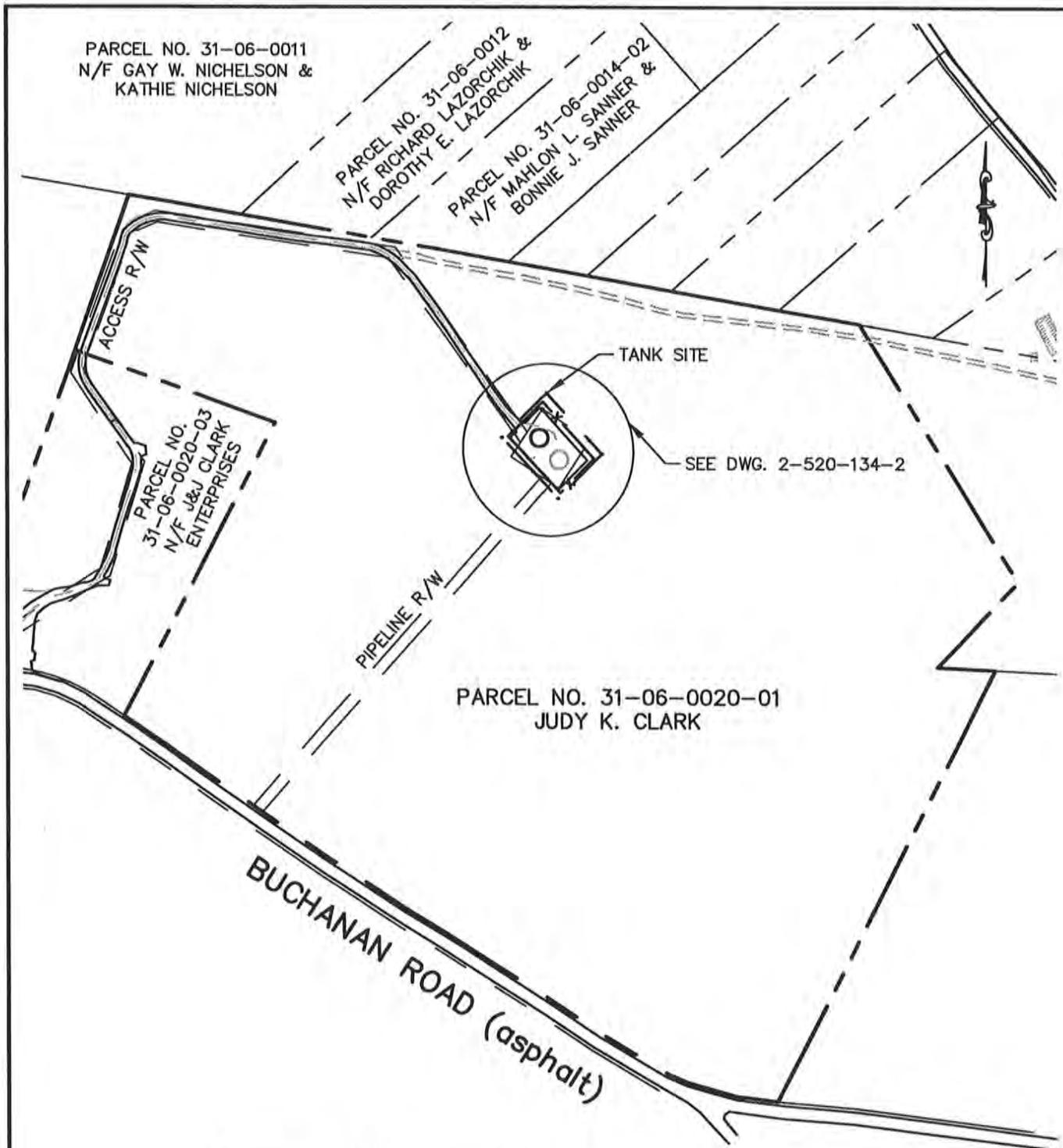
**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



[Signature]  
Notary Public

Type of Notary Act  
 Acknowledgment (1)  
 Signature Witnessing (3)

Identification Method  
 Personal Knowledge  
 Acceptable ID PA Driver's License 01/06/2025  
(ID Type and Issue/Expiration Dates)  
 Credible Witness \_\_\_\_\_  
(Name of Credible Witness)

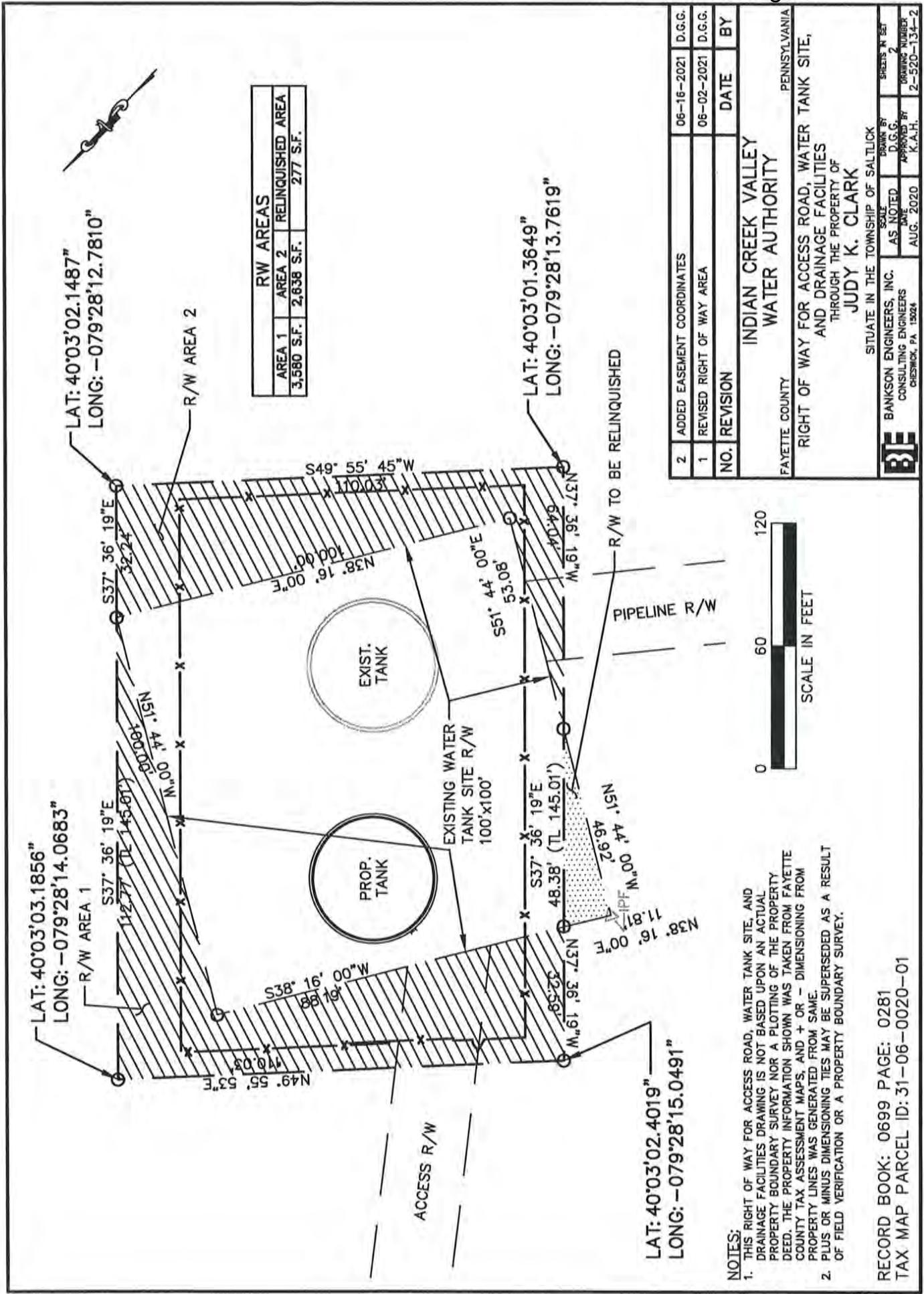


**NOTES:**

1. THIS RIGHT OF WAY FOR ACCESS ROAD, WATER TANK SITE, AND DRAINAGE FACILITIES DRAWING IS NOT BASED UPON AN ACTUAL PROPERTY BOUNDARY SURVEY NOR A PLOTTING OF THE PROPERTY DEED. THE PROPERTY INFORMATION SHOWN WAS TAKEN FROM FAYETTE COUNTY TAX ASSESSMENT MAPS, AND + OR - DIMENSIONING FROM PROPERTY LINES WAS GENERATED FROM SAME.
2. PLUS OR MINUS DIMENSIONING TIES MAY BE SUPERSEDED AS A RESULT OF FIELD VERIFICATION OR A PROPERTY BOUNDARY SURVEY.

RECORD BOOK: 0699 PAGE: 0281  
TAX MAP PARCEL ID: 31-06-0020-01

1	REVISED RIGHT OF WAY AREA	06-02-2021	D.G.G.
NO.	REVISION	DATE	BY
<b>INDIAN CREEK VALLEY WATER AUTHORITY</b> FAYETTE COUNTY PENNSYLVANIA RIGHT OF WAY FOR ACCESS ROAD, WATER TANK SITE, AND DRAINAGE FACILITIES THROUGH THE PROPERTY OF <b>JUDY K. CLARK</b> SITUATE IN THE TOWNSHIP OF SALTICK			
<b>BE</b>	BANK ENGINEERS, INC. CONSULTING ENGINEERS CHESWICK, PA 15024	SCALE AS NOTED DATE AUG. 2020	DRAWN BY D.G.G. APPROVED BY K.A.H.
	SHEETS IN SET 2		DRAWING NUMBER 2-520-134-1



NO.	REVISION	DATE	BY
2	ADDED EASEMENT COORDINATES	06-16-2021	D.G.G.
1	REVISED RIGHT OF WAY AREA	06-02-2021	D.G.G.

INDIAN CREEK VALLEY  
WATER AUTHORITY

FAYETTE COUNTY

RIGHT OF WAY FOR ACCESS ROAD, WATER TANK SITE,  
AND DRAINAGE FACILITIES  
THROUGH THE PROPERTY OF  
JUDY K. CLARK

SITUATE IN THE TOWNSHIP OF SALTICK  
PENNSYLVANIA

BANKSON ENGINEERS, INC. CONSULTING ENGINEERS CHESWICK, PA. 15024	SCALE AS NOTED DATE AUG. 2020	DRAWN BY D.G.G. APPROVED BY K.A.H.	SHEETS IN SET 2 DRAWING NUMBER 2-520-134-2
--	--	---	---

**NOTES:**

- THIS RIGHT OF WAY FOR ACCESS ROAD, WATER TANK SITE, AND DRAINAGE FACILITIES DRAWING IS NOT BASED UPON AN ACTUAL PROPERTY BOUNDARY SURVEY NOR A PLOTTING OF THE PROPERTY DEED. THE PROPERTY INFORMATION SHOWN WAS TAKEN FROM FAYETTE COUNTY TAX ASSESSMENT MAPS, AND + OR - DIMENSIONING FROM PROPERTY LINES WAS GENERATED FROM SAME.
- PLUS OR MINUS DIMENSIONING TIES MAY BE SUPERSEDED AS A RESULT OF FIELD VERIFICATION OR A PROPERTY BOUNDARY SURVEY.

RECORD BOOK: 0699 PAGE: 0281  
TAX MAP PARCEL ID: 31-06-0020-01

**APPENDIX E**

**AUDIT REPORT FOR THE  
YEAR ENDED DECEMBER 31, 2024**

**INDIAN CREEK VALLEY WATER AUTHORITY**

**AUDIT REPORT**

**FOR THE YEAR ENDED**

**DECEMBER 31, 2024**



**McCLURE & WOLF, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

**Indian Creek Valley Water Authority  
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Statement of Revenues, Expenses, and Changes in Net Position	10
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**Indian Creek Valley Water Authority**

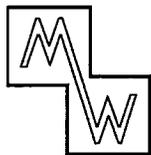
**Audit Report**

**I**

**Financial Statements**

CERTIFIED PUBLIC ACCOUNTANTS

Established 1926



538 MORGANTOWN STREET  
UNIONTOWN, PA 15401-5412  
TELEPHONE 724-437-2000  
FAX 724-438-8566

www.mcclurewolfcpas.com

JEFFREY W. McCABE, CPA  
ELI T. ELIAS., CPA  
CLAYTON E. GREGG IV, CPA  
AMANDA J. SMITH, CPA  
DREW D. DuPONT, CPA

## INDEPENDENT AUDITORS' REPORT

Members of the Board  
Indian Creek Valley Water Authority  
PO Box 486  
2019 Indian Head Road  
Indian Head, PA 15446

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the financial statements of Indian Creek Valley Water Authority (the Authority), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Authority as of December 31, 2024, and the changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Emphasis of Matter- Substantial Doubt About the Authority's Ability to Continue as a Going Concern***

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. As discussed in Note 11 to the financial statements, the Authority entered into an Asset Purchase Agreement with Pennsylvania American Water Company regarding the sale of Authority assets. Our opinion is not modified with respect to this matter.

#### ***Responsibilities of Management for the Financial Statements***

The Authority's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis on pages 4 through 8 and budgetary comparison information on page 19 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 5, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*McClure & Wolf, LLP*

McClure & Wolf, LLP  
Uniontown, Pennsylvania  
September 5, 2025

**Indian Creek Valley Water Authority  
Management's Discussion and Analysis  
December 31, 2024**

This section of Indian Creek Valley Water Authority's (the Authority) annual financial statements presents Management's Discussion and Analysis of the Authority's financial performance during the year ended December 31, 2024.

**Financial Highlights**

- The Authority's total net position increased by approximately \$467,000 between 2023 and 2024.
- Operating revenues increased by approximately \$12,000 from 2023.
- Operating expenses decreased by approximately \$161,000 over the prior year.

**Overview of the Financial Statements**

In accordance with Government Accounting Standards Board Statement Number 34 (GASB 34), the Authority's basic financial statements consist of the following:

**Statement of Net Position**

The statement of net position presents information that includes all of the Authority's assets and liabilities, deferred inflows of resources, and deferred outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator as to whether the financial position of the Authority as a whole is improving or deteriorating.

**Statement of Revenues, Expenses, and Changes in Net Position**

The statement of revenues, expenses, and changes in net position reports how the Authority's net position changed during the current year. All current year revenues and expenses are included, regardless of when cash is received or paid. This statement distinctly separates operating from nonoperating revenues and expenses. The change in net position at the end of the statement reconciles beginning and ending total net position as shown on the statement of net position.

**Statement of Cash Flows**

The statement of cash flows provides information regarding the increase or decrease in cash resulting from operating activities, capital and related financing activities, investing activities, and other activities.

**Notes to the Financial Statements**

Notes to the financial statements provide additional information that is essential to a full understanding of the Authority's financial statements. The notes to the financial statements begin immediately following the basic financial statements indicated above.

**Indian Creek Valley Water Authority  
Management's Discussion and Analysis  
December 31, 2024**

**Financial Analysis**

**Net Position**

Total net position increased by approximately \$467,000 during the year ended December 31, 2024, as summarized below:

	<u>2024</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 759,235
Accounts receivable	873,289
Inventory	541,807
Capital assets, net	<u>15,845,662</u>
<b>Total Assets</b>	<b><u>\$ 18,019,993</u></b>
<b>LIABILITIES</b>	
Current liabilities	\$ 768,989
Notes payable, net	<u>1,921,098</u>
<b>Total Liabilities</b>	<b><u>2,690,087</u></b>
<b>NET POSITION</b>	<b><u>15,329,906</u></b>
<b>Total Liabilities and Net Position</b>	<b><u>\$ 18,019,993</u></b>
<b>NET POSITION COMPONENTS</b>	
Invested in capital assets, net	\$ 13,551,536
Unrestricted	<u>1,778,370</u>
<b>Total Net Position</b>	<b><u>\$ 15,329,906</u></b>

A portion of net position, \$13,551,536, represents the Authority's investment in property, plant, and equipment, net of accumulated depreciation and related debt. Unrestricted net position is available to fund future projects or future operations. The balance of unrestricted net position decreased by \$61,104 during the year ended December 31, 2024.

**Revenues**

Operating revenues consist primarily of water sales revenues as follows:

Water services	\$ 2,621,271
Bulk water sales	79,378
Public fire protection	42,887
Supply sales	23,971
Other operating revenue	<u>31,880</u>
<b>Total Operating Revenue</b>	<b><u>\$ 2,799,387</u></b>

While the quantity of water provided to our customers was down slightly in 2024, water revenues were higher than the prior year due primarily to the water rate increase charge to customers in November of 2023.

**Indian Creek Valley Water Authority  
Management’s Discussion and Analysis  
December 31, 2024**

Expenses

Operating expenses consisted of the following at December 31:

Water collection system	\$ 1,742,067
Administrative	<u>656,641</u>
Total Operating Expenses	<u>\$ 2,398,708</u>

Operating expenses decreased approximately \$161,000 over the prior year due primarily to net decrease in field maintenance staff for part of the year and a reduction in the number of emergency water main repairs. Additionally, the increased attention given to preventative maintenance on the system in recent years has manifested itself into ongoing cost savings.

**Nonoperating Revenues (Expenses)**

Nonoperating revenues (expenses) include interest income, interest expense, services charges, arrears, tap fees, and other revenues totaling approximately \$17,000, for the year ended December 31, 2024. This represents a net decrease in nonoperating revenues (expenses) of approximately \$38,000 from the prior year due primarily to decreased intergovernmental revenue.

Income/(loss) before capital contributions and special items increased \$135,811 from \$282,300 in 2023 to \$418,111 in 2024, primarily due to a decrease in operating expenses.

**Capital Contributions and Special Items**

Capital contributions and special items increased \$29,588, due to the Authority’s cost to install new taps over the tap fees collected for same.

**Budgetary Information**

The following is a comparison of actual revenues and expenses for the year ended December 31, 2024, to original budgeted amounts for the same time period. As indicated below, total revenues ended the year at \$230,075 over budget. The summer of 2024 was an exceptionally dry time which generated greater domestic demand for water service. An increase in taps sales generated additional water sale revenues. Also, the Authority saw a significant increase in individuals privately purchasing and hauling bulk water to supplement homes not connected to the system.

**Indian Creek Valley Water Authority  
Management's Discussion and Analysis  
December 31, 2024**

	<u>Actual</u>	<u>Budget</u>	<u>Over/(Under) Budget</u>
<b>OPERATING REVENUES</b>			
Regular water sales	\$ 2,621,271	\$ 2,539,466	\$ 81,805
Bulk water sales	79,378	5,850	73,528
Fire protection	42,887	36,940	5,947
Sale of supplies	23,971	35,000	(11,029)
Other operating revenue	<u>31,880</u>	<u>10,050</u>	<u>21,830</u>
Total Operating Revenues	<u>2,799,387</u>	<u>2,627,306</u>	<u>172,081</u>
<b>NONOPERATING REVENUES</b>			
Tap on fees	48,588	-	48,588
Interest income	4,895	1,600	3,295
Arrears	46,126	40,000	6,126
Service charges	4,485	4,500	(15)
Intergovernmental revenue	<u>-</u>	<u>-</u>	<u>-</u>
Total Nonoperating Revenues	<u>104,094</u>	<u>46,100</u>	<u>57,994</u>
<b>TOTAL REVENUES</b>	<u><u>\$ 2,903,481</u></u>	<u><u>\$ 2,673,406</u></u>	<u><u>\$ 230,075</u></u>

The following is a comparison of actual expenses for the year ended December 31, 2024, to original budgeted amounts for the same time period. Depreciation expense in the amount of \$698,166 is not included in the budget column as it is not a current year cash outflows and, therefore, was not a budgeted expense. As indicated below, operating expenses were \$553,515 over budget.

	<u>Actual</u>	<u>Budget</u>	<u>Over/(Under) Budget</u>
<b>OPERATING EXPENSES</b>			
Water system expense	\$ 1,742,067	\$ 1,132,950	\$ 609,117
General office and administration expense	<u>656,641</u>	<u>712,243</u>	<u>(55,602)</u>
Total Operating Expenses	<u><u>\$ 2,398,708</u></u>	<u><u>\$ 1,845,193</u></u>	<u><u>\$ 553,515</u></u>

**Capital Assets**

At December 31, 2024, the Authority had \$15,845,662 invested in property, plant, and equipment. This represents a net increase of \$48,384 compared to the prior year.

Additions to the Authority's capital assets during the year ended December 31, 2024, consisted primarily of water tank improvements, new and ongoing water projects.

**Proposed 2025 Capital Expenditures**

In 2025, the Authority plans to pursue water line extension funding opportunities as they become available to include grant funded water line extensions along Harris Road in Saltlick and Springfield Townships, Hopewell Road in Saltlick Township, and a privately funded water line extension along Roaring Run Road in Donegal Township, Westmoreland County. We will also be starting a grant and loan funded project to erect a sister water storage tank in Stewart Township adjacent to our Ohio Pyle storage tank. Improvements will be started at our Grimm Spring Slow Sand Filter Plant as mandated by the Pennsylvania Department of Environmental Protection. Finally, the Authority's Supervisory Control and Data Acquisition system will continued to be updated.

**Indian Creek Valley Water Authority  
Management's Discussion and Analysis  
December 31, 2024**

**Request for Information**

This financial report is designed to provide a general overview of the Authority's accountability for all those interested. If you should have additional questions regarding the financial information, you can contact our office in writing at the following address:

Indian Creek Valley Water Authority  
PO Box 486  
2019 Indian Head Road  
Indian Head, PA 15446

**Indian Creek Valley Water Authority  
Statement of Net Position  
December 31, 2024**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$	759,235
Accounts Receivable:		
Customers		858,667
Taps and assessments		14,622
Inventory		541,807
Total Current Assets		2,174,331

**NONCURRENT ASSETS**

Property, plant, and equipment, net of accumulated depreciation		13,406,598
Construction in progress		2,439,064
Total Capital Assets, Net		15,845,662
Total Assets		18,019,993

**LIABILITIES**

**CURRENT LIABILITIES**

Accounts payable		163,022
Accrued payroll liabilities		132,667
Accrued sales and use tax		366
Customer deposits		99,906
Current portion of long-term debt		373,028
Total Current Liabilities		768,989

**NONCURRENT LIABILITIES**

Long-term debt, net of current portion		1,921,098
Total Noncurrent Liabilities		1,921,098
Total Liabilities		2,690,087

**NET POSITION**

Net investment in capital assets		13,551,536
Unrestricted		1,778,370
Total Net Position		\$ 15,329,906

See accompanying auditors' report.

**Indian Creek Valley Water Authority**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**For the Year Ended December 31, 2024**

<b>OPERATING REVENUES</b>	
Water services	\$ 2,621,271
Bulk water sales	79,378
Public fire protection	42,887
Sales of supplies	23,971
Other operating income	31,880
Total Operating Revenues	<u>2,799,387</u>
<b>OPERATING EXPENSES</b>	
Water system	1,742,067
Administrative expenses	656,641
Total Operating Expenses	<u>2,398,708</u>
Income (Loss) From Operations	<u>400,679</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Interest income	4,895
Service charges	4,485
Arrears	46,126
Intergovernmental revenue	-
Interest expense	(38,074)
Total Nonoperating Revenues (Expenses)	<u>17,432</u>
Income (Loss) Before Capital Contributions and Special Items	<u>418,111</u>
<b>CAPITAL CONTRIBUTIONS AND SPECIAL ITEMS</b>	
Connection and tap fees	48,588
Total Capital Contributions and Special Items	<u>48,588</u>
<b>INCREASE IN NET POSITION</b>	466,699
<b>NET POSITION—BEGINNING, AS RESTATED, NOTE 10</b>	<u>14,863,207</u>
<b>NET POSITION—ENDING</b>	<u>\$ 15,329,906</u>

See accompanying auditors' report.

**Indian Creek Valley Water Authority  
Statement of Cash Flows  
For the Year Ended December 31, 2024**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Cash received from customers	\$ 2,702,776
Payments to suppliers, vendors, and professional services	<u>(1,715,199)</u>
Net Cash Provided (Used) by Operating Activities	<u>987,577</u>

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

Tap fees	48,588
Other income	50,611
Principal payments of long-term debt	(391,775)
Payment of interest	(38,074)
Purchase of capital assets	<u>(746,550)</u>
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(1,077,200)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Receipt of interest income	<u>4,895</u>
Net Cash Provided (Used) by Investing Activities	<u>4,895</u>

Net Increase (Decrease) in Cash and Cash Equivalents	(84,728)
Cash and Cash Equivalents at January 1,	<u>843,963</u>
Cash and Cash Equivalents at December 31,	<u>\$ 759,235</u>

**RECONCILIATION OF INCOME (LOSS) FROM OPERATIONS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Income (loss) from operations	\$ 400,679
Adjustments to reconcile income (loss) from operations to net cash provided (used) by operating activities:	
Depreciation	698,166
Change in assets, deferred outflows, liabilities, and deferred inflows:	
(Increase) decrease in accounts receivable	(96,611)
(Increase) decrease in inventory	48,945
(Increase) decrease in prepaid expenses	-
Increase (decrease) in accounts payable	(98,480)
Increase (decrease) in customer deposits	25,797
Increase (decrease) in accrued expenses	<u>9,081</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 987,577</u>

See accompanying auditors' report.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

**NOTE 1: NATURE OF OPERATIONS AND REPORTING ENTITY:**

The Indian Creek Valley Water Authority (the Authority) was incorporated on September 20, 1965, pursuant to the Municipality Authorities Act of 1945 (the Act), under the provisions of the Commonwealth of Pennsylvania. A five-member board, all of whom are appointed by Saltlick and Springfield Township supervisors, administers the Authority. Board members are appointed to five-year terms, with one board member subject to reappointment each year. The annual budget is approved by the Authority governing board. The Authority currently owns, operates, and maintains water facilities in nine municipalities. These municipalities consist of the following townships in Fayette County and Westmoreland County: Saltlick, Springfield, Bullskin, Connellsville, Stewart, Donegal, and Mount Pleasant. The Authority also owns, operates, and maintains water facilities in the following boroughs in Fayette County and Westmoreland County: Ohiopyle and Donegal. This coverage area encompasses over 140 square miles of distribution system and serves 2,664 customers.

Generally accepted accounting principles require government financial statements to include the primary government and its component units. Component units of a governmental entity are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the combined financial statements to be misleading or incomplete. The primary government is considered to be financially accountable if it appoints a majority of an organization's governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization's governing board.

Based on the application of the criteria set forth by the *Governmental Accounting Standards Board*, management has determined that the Authority has no component units.

Therefore, the amounts contained in this report are strictly those of the Authority.

The Authority is not included as a component unit on any other financial statements.

**NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

**A. BASIS OF PRESENTATION AND ACCOUNTING:**

The financial statements included herein were prepared using the accrual method of accounting, recognizing revenue when earned and expenses when incurred.

All activities of the Authority are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are (1) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or (2) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

The accounting and financial reporting treatment applied to the Authority is determined by its measurement focus. The transactions of the Authority are accounted for based upon a flow of economic resources measurement focus. Accordingly, all assets and all liabilities associated with operations are included on the statements of net position. Net position (i.e., total assets plus deferred outflows of resources net of total liabilities and deferred inflows of resources) are segregated into net investment in capital assets, restricted for capital activity and debt service; and unrestricted elements.

**B. RECENTLY IMPLEMENTED ACCOUNTING STANDARDS:**

GASB has issued Statement No. 101, "Compensated Absences." GASB Statement 101 aligns recognition and measurement guidance for all types of compensated absences under a unified model which will result in governments recognizing a liability that more appropriately reflects when they incur an obligation for compensated absences. The model also will lead to greater consistency in application and improved comparability across governments. Generally, a liability for leave that has been used would be recognized if the leave is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid or settled. The provisions of this statement were effective and implemented for the Authority's December 31, 2024, financial statements.

**C. CONCENTRATION OF CREDIT RISK:**

Financial instruments that potentially subject the Authority to credit risk consist principally of accounts receivable from customers, substantially all of whom are residents and businesses located in the counties of Fayette and Westmoreland.

**D. USE OF ESTIMATES:**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and reported amounts of revenues and expenses during the reporting period. Estimates are used to determine depreciation expense, the allowance for doubtful accounts, and certain claims and judgment liabilities, among other accounts. Actual results may differ from those estimates.

**E. BUDGETARY ACCOUNTING:**

The Authority adopts flexible annual operating budgets and capital budgets, as needed for planned projects. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

**F. NET POSITION:**

Net position represents the difference between assets, liabilities, deferred inflows and deferred outflows as presented in the statement of net position. Net position invested in property, plant, and equipment consists of the net book value of the Authority's capital assets, reduced by the outstanding debt used for the acquisition, construction, or improvements of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by legislation or by creditors, grantors, laws, or regulations of other governments.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

G. OPERATING AND NONOPERATING ITEMS:

The Authority distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with the Authority's principal ongoing operations. All other revenues and expenses are nonoperating.

H. ACCOUNTS RECEIVABLE:

Receivables consist of amounts due from customers for water and miscellaneous services. The Authority provides billings to customers monthly. The Authority recognizes uncollectible accounts at the time they are deemed to be uncollectible. The Authority's policy of filing a lien against delinquent accounts assists in collection of accounts receivable. All receivables are current, and therefore, due within one year.

I. INVENTORY:

Inventory is valued at cost using the last in first out (LIFO) and the average cost method and consists primarily of expendable parts and supplies held for future consumption.

J. PROPERTY, PLANT, AND EQUIPMENT:

Purchases of property, plant, and equipment in excess of \$500 are capitalized and are recorded at cost. Contributed capital additions are recorded at cost as determined by the party making the contribution. Repairs and minor replacements are charged to operating expense when incurred. Depreciation is calculated utilizing the straight-line method over estimated useful lives as follows:

Buildings	30-40 years
Water systems	40 years
Furniture and equipment	5-10 years
Vehicles	6 years
Leasehold improvements	7-40 years

Land and construction in progress are not depreciated.

Depreciation expense for the year ended December 31, 2024, was \$698,166.

K. COMPENSATED ABSENCES:

Effective for the fiscal years beginning after December 15, 2023, the Authority has implemented the provisions of GASB Statement 101, Compensated Absences. This statement updates the recognition and measurement guidance for compensated absences, providing a unified model for recognizing liabilities with leave benefits.

Under GASB 101, a liability for compensated absences is recognized for leave that:

1. Is attributable to services already rendered by employees;
2. Accumulates and can be carried forward to future reporting periods; and
3. Is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.

Additionally, a liability is recognized for leave that has been used but not yet paid or settled.

**Indian Creek Valley Water Authority**  
**Notes to the Financial Statements**  
**December 31, 2024**

The liability for compensated absences includes salary-related payments, such as the employer's share of Social Security and Medicare taxes, that are directly and incrementally associated with payments made for compensated absences.

As a result, of implementing GASB 101, the Authority has evaluated its policies and have summarized the liability for compensated absences as of December 31, 2024, as follows:

1. Vacation/Personal Leave:

Vacation/Personal leave is required to be used within the year earned. Thus, no liability for unused vacation/personal leave existed at December 31, 2024.

2. Sick Leave:

Sick leave is accumulated by each full-time employee by receiving 40 hours of sick leave per calendar year. Employees can use sick leave for their own personal sickness, and for an immediate family member living with them. Sick leave is used by the hour, e.g., eight-hour day or three hours during a work day if the employee is called away from duty for sickness. Sick leave is paid in the pay period it is used.

This implementation resulted in a restatement of current period beginning net position. As of December 31, 2024, accrued compensated absences was \$82,382.

L. FAIR VALUE MEASUREMENT:

The Authority applies Accounting Standards Codification (ASC) 820-10 for fair value measurements of financial instruments that are recognized or disclosed at fair value in the financial statements. ASC 820-10 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820-10 also establishes a framework for measuring fair value and expands disclosures about fair value measurements. See Note 4 for additional detail.

NOTE 3: CASH, DEPOSITS, AND INVESTMENTS:

For purposes of the cash flows statement, the Authority considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. Cash equivalents at December 31, 2024, was \$759,235.

The Authority's cash funds are required to be deposited and invested in accordance with the terms of Pennsylvania Act 72 (1971) concerning the pledging of assets to secure deposits of public funds. At December 31, 2024, the carrying amount of the Authority's cash deposits was \$869,523. The entire balance throughout the year was covered by federal depository insurance or by pledged pooled collateral.

NOTE 4: FAIR VALUE OF FINANCIAL INSTRUMENTS:

In accordance with GASB 72, *Fair Value Measurement and Application*, the Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

The Authority currently does not have any assets or liabilities that require fair value measurement.

**NOTE 5: PROPERTY, PLANT, AND EQUIPMENT:**

Property, plant, and equipment consisted of the following:

	Beginning Balance	Additions	Disposals/Reclass	Ending Balance
Land	\$ 113,990	\$ -	\$ -	\$ 113,990
Buildings	985,295	-	-	985,295
Water system	26,153,285	219,146	-	26,372,431
Furniture and fixtures	586,040	-	-	586,040
Vehicles	876,493	-	-	876,493
Leasehold improvements	100,985	-	-	100,985
Meters and hydrants	192,462	-	-	192,462
Construction in progress	<u>1,911,660</u>	<u>527,404</u>	-	<u>2,439,064</u>
	30,920,210	746,550	-	31,666,760
Less accumulated depreciation	<u>(15,122,932)</u>	<u>(698,166)</u>	-	<u>(15,821,098)</u>
Net Capital Assets	<u>\$ 15,797,278</u>	<u>\$ 48,384</u>	<u>\$ -</u>	<u>\$ 15,845,662</u>

**NOTE 6: LONG TERM LIABILITIES:**

Following is a summary of long-term debt transactions of the Authority for the year ended December 31, 2024:

	Balance at December 31, 2022	Additions	Payments	Balance at December 31, 2023	Due Within One Year
Notes Payable:					
PENNVEST #12575	\$ 392,198	\$ -	\$ 34,731	\$ 357,467	\$ 35,081
PENNVEST #89165	712,420	-	168,110	544,310	169,909
FNB #5605	5,208	-	5,208	-	-
FNB #5260	11,469	-	11,469	-	-
FNB #3575	19,506	-	19,506	-	-
FNB #5380	73,876	-	54,331	19,545	19,545
Mid-Penn #2315	131,129	-	13,287	117,842	13,861
Mid Penn #2317	574,193	-	32,649	541,544	33,763
Mid-Penn #3036	-	272,000	7,468	264,532	8,646
FNB #7954	-	850,333	9,671	840,662	101,805
Total Notes Payable	<u>\$ 1,919,999</u>	<u>\$ 1,122,333</u>	<u>\$ 356,430</u>	<u>\$ 2,685,901</u>	<u>\$ 382,610</u>

**NOTE 7: NOTES PAYABLE:**

Note payable to PENNVEST (No. 12575) in the original amount of \$1,005,500. The note bears interest at the rate of 1% per annum and is payable in monthly installments of \$3,208 through September 2033. The outstanding balance on this note payable on December 31, 2024, was \$322,386.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

Note payable to PENNVEST (No. 89165) in the original amount of \$3,200,000. The note bears interest at the rate of 1.07% per annum and is payable in monthly installments of \$14,573 through February 2027. The outstanding balance on this note payable on December 31, 2024, was \$374,401.

Note payable to Mid-Penn Bank (No. 51002315) issued in 2017 in the amount of \$215,000 to pay off the old loan that was secured by the Neal Run Well Treatment Plant. The note bears interest at the rate of 2.64% per annum and is payable in monthly installments of \$1,383 through maturity in 2031. The outstanding balance on this note payable on December 31, 2024, was \$104,223.

Note payable to Mid-Penn Bank (No. 51002317) issued in 2017 for the purchase of land and buildings in the amount of \$750,000. The note bears interest at the rate of 2.64% per annum and is payable in monthly installments of \$3,971 through maturity in 2037. The outstanding balance on this note payable on December 31, 2024, was \$508,048.

Note payable to Mid-Penn Bank (No. 500233036) issued in 2023 for the purchase of an office building in the amount of \$272,000. The note bears interest at the rate of 4.70% per annum until 2030. Beginning in March of 2030, the note will bear interest at the rate of 7.75% per annum. The note is payable in monthly installments of \$1,760, through 2029. Beginning March 2030, the note is payable in monthly installments of \$2,095 through maturity in 2043. The outstanding balance on this note payable on December 31, 2024, was \$245,382.

Note payable to First National Bank (No. 47977954) issued in 2023 in the amount of \$850,333 for the Clinton Sister Tank Project. The note bears interest at the rate of 5.99% per annum and is payable in monthly installments of \$12,451 through maturity in 2030. The outstanding balance on this note payable on December 31, 2024, was \$739,685.

All the notes listed above are secured by the assets and revenues of the Authority.

Annual debt service to maturity on the notes payable is as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 373,028	\$ 76,139	\$ 449,167
2026	383,621	65,546	449,167
2027	248,388	54,048	302,436
2028	228,971	44,318	273,289
2029	239,247	34,042	273,289
2030-2034	564,105	87,433	651,538
2035-2039	197,495	28,772	226,267
2040-2044	59,271	20,350	79,621
	<u>\$ 2,294,126</u>	<u>\$ 410,648</u>	<u>\$ 2,704,774</u>

**NOTE 8: RETIREMENT PLAN:**

The Authority sponsors a defined contribution plan, effective October 1, 1986, with the ICMA Retirement Corporation. The plan covers substantially all the Authority's full-time employees. Contributions and costs are determined at five percent of each covered employee's compensation and totaled \$28,863 for the year ended December 31, 2024. Employees also make deferred contributions of five percent of compensation to the plan. Employees are vested upon enrollment in the plan.

**Indian Creek Valley Water Authority  
Notes to the Financial Statements  
December 31, 2024**

**NOTE 9: COMMITMENTS AND CONTINGENCIES:**

**A. ENVIRONMENTAL REGULATIONS:**

Substantially all of the Authority's facilities are subject to federal, state, and local provisions regulating the discharge of materials into the environment. Management believes that its current practices and procedures for the control and disposition of such waste comply with applicable federal, state, and local requirements.

**B. GENERAL LITIGATION:**

The Authority may also become subject to general lawsuits that are typical for governmental entities. The Authority is party to numerous legal proceedings, many of which normally occur in governmental operations. Such litigation includes, but is not limited to, claims assessed against the Authority for property damage and personal injury, alleged breaches of contract, condemnation proceedings, and other alleged violations of state and federal laws.

**NOTE 10: RESTATEMENT OF BEGINNING NET POSITION:**

Due to recently implemented accounting standard GASB 101 for Compensated Absences, beginning net position has been restated. Beginning net position has decreased by \$87,644, the amount is equal to the Authority's December 31, 2023, accrued liability for compensated absences, resulting in beginning net position totaling \$14,863,207.

**NOTE 11: SUBSEQUENT EVENTS:**

During May of 2025, the Authority entered into an Asset Purchase Agreement with Pennsylvania American Water Company regarding the sale of Authority assets. Pursuant to the terms of that Asset Purchase Agreement, the parties are engaging in further discussions and due diligence.

Subsequent events were evaluated through September 5, 2025, which is the date the financial statements were available to be issued. Based upon this evaluation, no other events subsequent to December 31, 2024, were required to be recorded or disclosed in the financial statements.

**Indian Creek Valley Water Authority**

**Audit Report**

**II**

**Required Supplementary Information**

**Indian Creek Valley Water Authority**  
**Schedule of Revenues, Expenses and Changes in Net Position**  
**Budget and Actual Operating Fund**  
**For the Year Ended December 31, 2024**

	<u>Actual</u>	<u>Budget</u>	<u>Over/(Under)</u> <u>Budget</u>
<b>OPERATING REVENUES</b>			
Regular water sales	\$ 2,621,271	\$ 2,539,466	\$ 81,805
Bulk water sales	79,378	5,850	73,528
Fire protection	42,887	36,940	5,947
Sale of supplies	23,971	35,000	(11,029)
Other operating revenue	31,880	10,050	21,830
Total Operating Revenues	<u>2,799,387</u>	<u>2,627,306</u>	<u>172,081</u>
<b>OPERATING EXPENSES</b>			
Water system expense	1,742,067	1,132,950	609,117
General office and administration expense	656,641	712,243	(55,602)
Total Operating Expenses	<u>2,398,708</u>	<u>1,845,193</u>	<u>553,515</u>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<u>400,679</u>	<u>782,113</u>	<u>(381,434)</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Interest income	4,895	1,600	3,295
Arrears	46,126	40,000	6,126
Service charges	4,485	4,500	(15)
Intergovernmental revenue	-	-	-
Interest expense	(38,074)	(86,324)	48,250
Total Nonoperating Revenues (Expenses)	<u>17,432</u>	<u>(40,224)</u>	<u>57,656</u>
Income (Loss) Before Capital Contributions and Special Items	418,111	741,889	(323,778)
<b>CAPITAL CONTRIBUTIONS AND SPECIAL ITEMS</b>			
Connection and tap fees	48,588	-	48,588
Total Capital Contributions and Special Items	<u>48,588</u>	<u>-</u>	<u>48,588</u>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<u>\$ 466,699</u>	<u>\$ 741,889</u>	<u>\$ (275,190)</u>

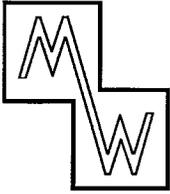
**Indian Creek Valley Water Authority**

**Audit Report**

**III**

**Report in Accordance with**

***Government Auditing Standards***



# McCLURE & WOLF, LLP

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

Members of the Board  
Indian Creek Valley Water Authority  
PO Box 486  
2019 Indian Head Road  
Indian Head, PA 15446

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Indian Creek Valley Water Authority (the Authority) as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated September 5, 2025.

### ***Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2024-001 and 2024-002 that we consider to be material weaknesses.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit; and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Authority's Response to Findings***

*Government Auditing Standards* requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McClure & Wolf, LLP*

McClure & Wolf, LLP  
Uniontown, Pennsylvania  
September 5, 2025

**Indian Creek Valley Water Authority  
Schedule of Findings and Responses  
December 31, 2024**

SECTION I-FINANCIAL STATEMENT FINDINGS:

MATERIAL WEAKNESSES:

2024-001: Expenditures Not Properly Supported and Management Approval Documented:

Criteria:

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Effective internal controls over financial reporting require that all expenses be properly supported with adequate documentation (e.g., invoices, receipts) and authorized by management in accordance with established policies. This ensures compliance with financial policies, prevents fraud, and promotes accurate financial reporting.

Condition:

During our procedures, we noted deficiencies where invoices were processed and payments made without appropriate supporting documentation. Additionally, transactions were not consistently reviewed or approved by authorized management personnel.

Cause:

Inadequate enforcement of existing financial policies and procedures in conjunction with poor document storage systems often result in misplaced or lost invoices.

Effect:

A material weakness exists in the control environment which may not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements related to reporting and compliance requirement on a timely basis.

Recommendation:

We recommended that management reinforce current policies requiring supporting documentation be maintained with each cash disbursement, as well as ensuring that each invoice has management approval prior to processing the disbursement.

Views of responsible officials and corrective action:

The Authority acknowledges this finding. A corrective action plan to address this finding has been developed and is included with the annual report.

2024-002: Incomplete Year-End Closing Procedures:

Criteria:

Management should implement formalized and documented year-end closing procedures in accordance with generally accepted accounting principles (GAAP). These procedures should ensure the timely, accurate, and complete recording of financial transactions and adjustments necessary for reliable financial reporting.

**Indian Creek Valley Water Authority  
Schedule of Findings and Responses  
December 31, 2024**

Condition:

The Authority lacks formalized year-end closing procedures, leading to inconsistent and incomplete processes.

Cause:

The Authority lacks a written policy and procedure for the year-end close process.

Effect:

The delays in the Authority's year-end closing adjustments cause a delay in the financial statements, increasing the risk of non-compliance with reporting deadlines.

Recommendation:

The Authority should develop formal year-end closing procedures, including a checklist and a timeline. The procedures should cover key areas such as reconciliations, accruals, and capital assets.

Views of Responsible Officials and Corrective Action:

The Authority acknowledges this finding. A corrective action plan to address this finding has been developed and is included with the annual report.

# Indian Creek Valley Water Authority

2019 Indian Head Road, Post Office Box 486, Indian Head, Pennsylvania 15446  
Telephone: (724) 455-2905 Fax: (724) 455-2906

## Summary Schedule of Prior Audit Findings For the Year Ended December 31, 2023

### Introduction:

This Summary Schedule of Prior Audit Findings is prepared in accordance with the requirements of Government Auditing Standards for the year ended December 31, 2023. It provides a comprehensive overview of the prior audit findings, including the corrective actions taken to address the findings.

### List of Prior Audit Findings:

1. Reference Number 2023-001:
  - a. As stated in the Schedule of Findings and Responses of the 2023 Financial Statement, several deficiencies were processed and payments made without appropriate supporting documentation. While these transactions were few and monetarily small, they represent the potential for a breakdown in internal controls and a fair presentation of the financial statement. In addition, a few transactions were not consistently reviewed or approved by authorized by management.
  - b. Effective with the finding of the 2023 Audit, each invoice presented for payment to the Authority will require appropriate supporting documentation to accompany the invoice and authorized management must approve the invoice before payment can be issued.
  
2. Reference Number 2023-002:
  - a. As stated in the Schedule of Findings and Responses of the 2023 Financial Statement, management has not established a formalized year-end Closing Procedure in accordance with generally accepted accounting principles.
  - b. Beginning in 2025, the organization has outsourced the accounting function to a CPA firm and adopted a monthly and annual written close procedure with a checklist of accounts to be reconciled and year-end accruals to be prepared and processed in preparation for the annual audit and required financial reporting in accordance with GAAP.

### Responsibility Statement:

R. Kerry Witt, Manager, certify that the information presented in this Summary Schedule of prior Audit findings is accurate and complete to the best of my knowledge.



September 5, 2025

**Indian Creek Valley Water Authority**

**Audit Report**

**IV**

**Corrective Action Plan**

# *Indian Creek Valley Water Authority*

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## 2024 Financial Statement Findings of Material Weaknesses

### Corrective Action Plan

#### Finding 2024-001:

As stated in the Schedule of Findings and Responses of the 2024 Financial Statement, several deficiencies were processed and payments made without appropriate supporting documentation. While these transactions were few and monetarily small, they represent the potential for a breakdown in internal controls and a fair presentation of the financial statement. In addition, a few transactions were not consistently reviewed or approved by authorized management.

Effective immediately, each invoice presented for payment to the Authority will require appropriate supporting documentation to accompany the invoice and authorized management must approve the invoice before payment can be issued.

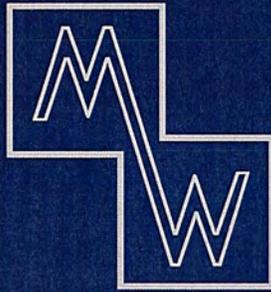
#### Finding 2024-002:

As stated in the Schedule of Findings and Responses of the 2024 Financial Statement, management has not established a formalized year-end Closing Procedure in accordance with generally accepted accounting principles.

Beginning in 2025, the organization has outsourced the accounting function to a CPA firm and adopted a monthly and annual written close procedure with a checklist of accounts to be reconciled and year-end accruals to be prepared and processed in preparation for the annual audit and required financial reporting in accordance with GAAP.



R. Kerry Witt,  
Manager  
September 5, 2025



**McCLURE & WOLF, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS