



Teresa K. Harrold
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VIA eFiling

December 19, 2025

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

Re: License Agreement between Pennsylvania-American Water Company and the Elizabeth Borough and Pennsylvania-American Water Company dated December 16, 2025

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission (the "Commission"), please find a License Agreement between Pennsylvania-American Water Company and the Elizabeth Borough dated December 16, 2025 (the "License").

Pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. § 507), the License will become effective 30 days from the date the License is filed with the Commission unless the Commission institutes an investigation determining the validity of the License.

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

If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Teresa Harrold".

Teresa K. Harrold

Enclosures

cc: Joseph Dalfonso, Esq. w/Enclosures (VIA Email)
Certificate of Service

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made as of the 16th day of December, 2025 (the “**Effective Date**”) by and between Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, PA 17055 (“**Owner**”), and Elizabeth Borough, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 121 North 2nd Avenue, Elizabeth, PA 15037 (“**Licensee**”) (Licensee and Owner are sometimes alternatively referred to herein as a “**Party**” individually, or the “**Parties**” collectively).

RECITALS:

WHEREAS, Owner entered into that certain Asset Purchase Agreement dated as of January 24, 2023 to acquire the sewer system assets (the “**System Assets**”) of Elizabeth Borough Municipal Authority (“**EBMA**”); and

WHEREAS, the System Assets include the Building and the Premises, which will continue to be used by Owner after the closing of the acquisition transaction as of the Effective Date; and

WHEREAS, the Authorized Individuals shall remain employees and/or contractors of Licensee upon the Effective Date, but shall continue to perform their work for Licensee (the “**Permitted Purpose**”) in the Building and on the Premises; and

WHEREAS, Owner has agreed to permit the Authorized Individuals to access the Building and the Premises for purposes of the Permitted Purpose upon the terms and conditions herein provided, and during the Term hereof.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT:

1. Basic License Terms.
 - (a) **Building:** the building located at 1 Locust Street, Elizabeth, PA 15038.
 - (b) **Premises:** 1 Locust Street, Elizabeth, PA 15038; PID: 1132-A-206.
 - (c) **Authorized Individuals:** Scott Craighead, Cole Buchina, and Dwayne Lewis.
 - (d) **Initial License Term:** the term of this Agreement commencing on the latter of the Effective Date or Owner’s receipt of the Certificate of Filing from the Pennsylvania Public

Utilities Commission (the “Initial Term Starting Date”), and ending at midnight on the date that is 365 days following the Initial Term Starting Date, as extended pursuant to Section 2(a).

(e) **Permitted Purpose:** Licensee shall use the Premises solely for the following uses: to support maintaining and storing minor equipment and parts for the day to day Borough Road maintenance responsibilities.

2. License.

(a) Owner hereby grants to Licensee a temporary license to use and occupy the Premises for the Initial License Term, upon the terms and conditions hereinafter provided. Immediately following the expiration of the Initial License Term, this Agreement shall terminate unless extended by the Parties’ mutual written agreement.

(b) The Premises shall be accepted by Licensee in its “as-is” condition as of the Effective Date, and Owner is under no obligation to make any alterations or improvements in or to the Premises or the Building. If Owner is unable to deliver possession of the Premises to Licensee on any date specified in this Agreement, Owner shall have no liability to Licensee therefor, nor shall the License Term be extended, by reason thereof.

3. Use, Repair and Legal Requirements.

(a) Licensee shall use the Premises solely for Permitted Purpose and in accordance with the Terms of Use, attached hereto as **Exhibit “A”** and made a part hereof. Licensee shall at all times abide by and observe any additional reasonable rules and regulations promulgated by Owner from time to time. Licensee shall not use or occupy the Premises for any unlawful purpose, or in any manner that will constitute waste, nuisance, or disturbance to Owner or any other tenant or occupant of the Building.

(b) Licensee shall keep the Premises in clean, safe and sanitary condition (*e.g.*, free from dirt and debris) and shall keep and maintain all furniture, fixtures and equipment and other personal property located in the Premises, in each case, in as good a condition as existed on the Effective Date. Licensee shall repair any injury, breakage or damage caused by the Authorized Individuals, Licensee, or its employees, contractors, agents or invitees to the Premises or the Building; provided, however, Owner shall have the right, at its option, to repair same at Licensee’s reasonable expense.

(c) Licensee shall comply with all laws, ordinances (including zoning ordinances and land use requirements), regulations and orders of any governmental or quasi-governmental agency having jurisdiction over the Premises and any requirements of the insurance underwriter(s) for the Building (collectively, the “**Legal Requirements**”) concerning the use, occupancy or condition of the Premises and the operation of the business conducted therein.

4. Operating Covenants. No activities may be conducted within the Premises by the Authorized Individuals other than in the normal course of Licensee’s continuing business operations therein. If Owner gives notice to Licensee of any objection which Owner may have to the Authorized Individuals’ actions within the Building or on the Premises then Licensee shall promptly direct the Authorized Individuals to comply with Owner’s objections.

5. Assignment and Sublicensing. Licensee shall not assign this Agreement (in whole or in part), sublicense (which term, as used herein, shall include any type of subrental arrangement and any type of license to occupy) all or any part of the Premises, or otherwise permit occupancy or use by another party of all or any part of the Premises.

6. Alterations. Licensee shall not make, or permit anyone to make, any alterations, additions or improvements in or to the Premises or the Building or place any fixtures therein.

7. Occupancy by Owner. Licensee acknowledges that Owner and its employees, agents and licensees shall occupy the Building and the Premises while the Authorized Individuals are present, and Owner may at any time during the License Term protect the Premises and the Building (including in the case of threat to life or property) or to make such alterations or repairs as Owner deems necessary in its sole judgment.

8. Release and Insurance.

(a) Licensee for itself, its successors and assignees, hereby releases, remises and discharges Owner and its respective affiliates and each and all of their employees, servants, agents, officers, officials, shareholders, directors, members, trustees, beneficiaries, and partners (collectively, the “**Licensor Parties**”), from and against all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, attorney’s fees) of any sort arising out of, resulting from or relating to: (i) any act, omission or negligence of the Authorized Individuals, Licensee, its agents, contractors, employees, guests, licensees, invitees, customers or clients (collectively, the “**Licensee Parties**”); or (ii) any breach of this Agreement by Licensee. The provisions of this Section 8(a) shall survive the expiration or early termination of this Agreement.

(b) All of the equipment, effects and property of every kind of Licensee, and all persons claiming by, through or under Licensee, which may be in the Premises, shall be at the sole risk and hazard of Licensee.

(c) Licensee shall procure and maintain in full force and effect at all times during the License Term such insurance as is reasonably requested by Owner or as required by applicable law.

9. Services and Utilities. Owner shall provide to the Premises heating, ventilation and air-conditioning, electricity and water during the Initial Term.

10. Licensee Default. This Agreement shall, at the option of Owner in its sole discretion, cease and terminate upon written notice from Owner to Licensee, if any of the following occur: (a) Licensee violates or fails to perform any of the conditions, covenants or agreements of this Agreement, and any such violation or failure continues for a period of twenty (20) days after written notice thereof has been delivered by Owner to Licensee; or (b) Licensee abandons the Premises. Licensee shall remain liable to Owner for all costs, expenses and other damages (including reasonable attorneys’ fees and costs) arising from such violation or failure or incurred by Owner to defend or enforce its rights under this Agreement or applicable law.

11. End of Term. Upon the expiration or earlier termination of this Agreement, Licensee shall quit and vacate the Premises, remove all of Licensee's moveable furniture, equipment, personal property, goods and effects therefrom, and surrender the Premises in substantially the same condition it was in as of the Effective Date (ordinary wear and tear and casualty and condemnation excepted). If Licensee fails to vacate the Premises as aforesaid, Owner shall have the right, at Licensee's expense, to remove Licensee's personal property from the Premises, which personal property, at Owner's option, may be deemed the property of Owner. The obligations of Licensee set forth in this Section shall survive the termination of this Agreement.

12. Notices. All notices or other communications hereunder shall be in writing and delivered to the addresses provided below, as applicable:

To Licensee:

Elizabeth Borough, Allegheny County, Pennsylvania
c/o Borough Manager
121 North 2nd Avenue
Elizabeth, PA 15037

To Owner:

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

13. Subordination. This Agreement and Licensee's rights under this Agreement are subject to and subordinate to any ground lease or underlying lease, mortgage, deed of trust, or other lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, that now or hereafter affects the Premises or any interest of Owner in the Premises or Owner's interest in this Agreement.

14. Limitation of Liability. Owner and Licensee each agree that Owner and Licensee, as applicable, shall only assert a claim against the other party hereto, and Owner and Licensee each shall not be entitled to enforce the obligations of the other party hereto under this Agreement by any action or proceeding against any of such other party's direct or indirect affiliates, partners, lenders, members, managers, officers, shareholders, stockholders, directors, employees, principals, trustees, beneficiaries, licensees, servants, contractors, agents or representatives. In no event shall Owner or Licensee be liable for any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Agreement.

15. Waiver of Jury Trial. LICENSOR AND LICENSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER(S) ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF LICENSOR AND LICENSEE HEREUNDER, LICENSEE'S USE OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE IN CONNECTION THEREWITH.

16. General Provisions.

(a) It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or relationship of landlord and tenant between Owner and Licensee. LICENSEE HEREBY EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT IS A LICENSE AGREEMENT, NOT A LEASE, AND EXPRESSLY WAIVES ANY NOTICE TO QUIT, NOTICE TO VACATE, NOTICE OF INTENT, OR ANY OTHER NOTICES WHICH MAY OTHERWISE BE REQUIRED BY LAW IN THE EVENT OF A TERMINATION OF A LICENSE.

(b) This Agreement shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. This Agreement may not be modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto. This Agreement may be conducted in multiple counterparts and/or by electronic means and may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

(c) If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

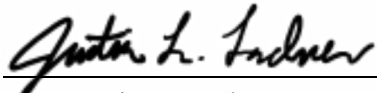
(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws principles.

[Signatures follow]

IN WITNESS WHEREOF, Owner and Licensee have caused this Agreement to be executed and delivered as of the date set forth above.

OWNER:

Pennsylvania-American Water
Company

By: 

Name: Justin L. Ladner

Title: President

LICENSEE:

Elizabeth Borough, Allegheny County, Pennsylvania

By: _____

Name: Timothy Guffey

Title: Chairman

IN WITNESS WHEREOF, Owner and Licensee have caused this Agreement to be executed and delivered as of the date set forth above.

OWNER:

Pennsylvania-American Water
Company

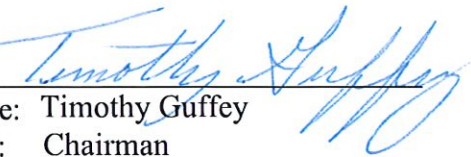
By: _____

Name: Justin L. Ladner

Title: President

LICENSEE:

Elizabeth Borough, Allegheny County, Pennsylvania

By:  _____

Name: Timothy Guffey

Title: Chairman

EXHIBIT A

Terms of Use

- Access ONLY to the Authorized Individuals, whose names and contact numbers shall be provided to Owner
- Licensee to provide and maintain contact person (name, phone number and email address) at the Borough of Elizabeth for additional questions and confirmations
- Authorized Individuals Photo ID's – Owner to coordinate through Support Hub
 - Requires photo head shot with white background
- Authorized Individuals will not share the access code provided by Owner; keypad access shall be solely for Authorized Individuals
- No Licensee contractors shall be permitted access except through the front gate with the following:
 - All non-Elizabeth Borough employees shall be required to call (intercom) Owner's employee at treatment plant office to identify themselves and complete required contractor access protocols (photo ID, sign in)
- Access only during the daylight hours when Owner's personnel are at the treatment plant. Owner's local operations personnel will coordinate and communicate other, specific access circumstances.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: License Agreement between :
Pennsylvania-American Water Company : DOCKET NO: U-2025-_____
and the Elizabeth Borough dated :
December 16, 2025 :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the License Agreement between Pennsylvania-American Water Company and the Elizabeth Borough, on the following persons, in the manner specified below, in accordance with the requirements of 52 Pa. Code Section 1.54:

VIA ELECTRONIC MAIL

Darryl Lawrence
Consumer Advocate
PA Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
E-Mail – ra-oca@paoca.org

NazAarah Sabree
Small Business Advocate
PA Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
E-Mail – ra-sba@pa.gov

Allison Kaster
Director and Chief Prosecutor
PA Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street, 2nd Floor West
Harrisburg, PA 17120
E-Mail – akaster@pa.gov



Teresa K. Harrold (Pa. No. 311082)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
teresa.harrold@amwater.com
717-550-1562

Dated: December 19, 2025

*Counsel for
Pennsylvania-American Water Company*