

KENTUCKY-AMERICAN WATER COMPANY
CASE NO. 2023-00191
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION

Witness: John Watkins/ Robert Mustich

33. a. Identify the amounts of incentive pay that are included in base year and forecasted labor. Describe the incentive pay plans and explain why such a plan is necessary and reasonable.
- b. List each Kentucky-American employee who is eligible to participate in the incentive pay program.
- c. State the level of incentive pay awarded to all individuals participating in the program for the previous five calendar years compared to the level of incentive pay available to each participant in the forecasted period.
- d. For the previous five calendar years, provide a comparison of the incentive pay that was budgeted to the actual amounts paid in each year. Include detailed explanations for any variance between the budgeted and actual payments.

Response:

- a. The amounts of performance pay in the base year and performance pay in the forecasted year are \$966,484 and \$712,961, respectively.

American Water's compensation program is designed to provide employees with a total compensation package on par with those offered by companies with which it competes for employees. By using a combination of base and performance compensation, Kentucky American Water satisfies a dual objective of reasonably compensating our employees while incentivizing them to achieve goals that improve performance and efficiency to benefit our customers. The Company offers performance compensation based on individual and company performance to eligible employees under American Water's Annual Performance Plan (APP) and Long Term Performance Plan (LTPP).

The Company's performance compensation plans contain tangible goals that are designed to do several things. First, they measure and reward employees for performance based on delivering clean, safe, reliable and affordable water service and providing good customer service when doing so. The operational components measure performance that can most directly influence customer satisfaction, health and safety, environmental performance, and operational efficiency. Customers derive a direct benefit from our focus on these key measures in the plan. Further, well-grounded financial measures keep employees focused on improved performance at all levels of the organization, particularly in increasing efficiency, decreasing waste, and boosting overall productivity.

A financially healthy utility focused on efficiency and customer satisfaction is able to attract the capital investments necessary to provide safe and reliable service and to maintain the technological expertise to operate the company and comply with increasing water quality standards. A financially healthy utility is very much in the interest of KAWC's customers, as it helps ensure KAWC the ability to provide safe and reliable service in the most cost-effective way to our customers in the long-term.

In addition, the American Water LTPP achieves its goal of reducing leadership attrition at a lower cost to customers than simply increasing leadership's base pay, because performance pay under the LTPP is stock-based. Because stock-based compensation vests on a phased basis in three installments over a prospective three-year period, employees must remain with the organization to realize the vesting of their awards. The retention of a highly trained and demonstrably effective and productive workforce is, without question, in the best interest of our customers.

The evidence in this case demonstrates that, even with performance payments, our overall compensation is reasonable. As Mr. Mustich explains in his testimony, the short-term variable compensation design, long-term variable compensation design, and employee benefits are within the range of market practices, based on the multiple market perspectives that were examined. He also found that Kentucky American Water's overall total remuneration – which includes base compensation and all performance compensation and benefits – is at the low end or below the competitive market range.

Please see the direct testimony of Mr. Mustich and Mr. Lewis in further support of the Company's performance compensation plans.

Please also see the attached confidential 2023APP and LTPP brochures, which are being provided pursuant to a Petition for Confidential Protection because a portion of the brochures are confidential.

- b. All full-time employees are eligible to participate in the APP as of January 1, 2019. The Vice President Operations and the President of Kentucky American are eligible to participate in the LTPP.
- c. Please see the schedule in KAW_R_PSCDR1_NUM033_071823_Confidential_Attachment 4 for incentive pay to Kentucky-American employees for the last five years. A portion of the attachment is confidential and is filed pursuant to a Petition for Confidential Protection.
- d. Please see the schedule in KAW_R_PSCDR1_NUM033_071823_Attachment 5.



AMERICAN WATER

2023 Annual Performance Plan

**(Non-union-represented
employee plan)**

WE KEEP LIFE FLOWING®

DISCLAIMER

This brochure provides a summary and overview of American Water's Annual Performance Plan (APP). All awards paid to eligible participants are subject to the terms and conditions of American Water's Annual Performance Plan, Annual Performance Plan for Part-Time Exempt Employees, and Annual Performance Plan for Non-Exempt, Non-Union Employees (collectively, "the plan"). In the event of any discrepancy between the terms of the plan documents and this brochure, the terms of the plan documents will govern.

The Company's policies, procedures and benefits, including (without limitation) those covered in this brochure, as well as wages and all other terms and conditions of employment, are subject to change, revision or deletion by the Company at any time.

American Water reserves the right to change or terminate the plan at any time for any reason. Participation in the plan does not give anyone the right to continued employment with American Water.

TABLE OF CONTENTS

An award based on American Water’s Success ~~~~~ **1**

Determination of eligibility and target award amounts ~~~~~ **2**

Determination of company performance ~~~~~ **3**

 Growth

 Safety

 People

 Customer

Impact to business performance ~~~~~ **5**

Payment of taxation of awards ~~~~~ **5**

APPENDIX ~~~~~ **6**

 Attachment A – Target APP Award percentages

 Attachment B – FAQs

 Attachment C – Eligibility upon termination

 Attachment D – Company performance thresholds, targets and maximums

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AN AWARD BASED ON AMERICAN WATER'S SUCCESS



American Water is pleased to capture the rewards and benefits offered to employees through weCARE. weCARE is what we call our internal promise to value our people and represents the tremendous role you play in our company.

The Annual Performance Plan (APP) is an important component under the weCare umbrella and provides a cash payment for your contributions to achieving the goals of American Water. APP, a key element of your American Water total rewards, promotes the achievement of the company's short-term, strategic business goals and your individual goals.

At American Water, our goal is to attract, motivate, and retain a highly engaged workforce by creating an environment where you can develop to your fullest potential and by providing you the opportunity to benefit further when you and the company achieve or exceed performance goals.

Thank you for your commitment to working safely, creating a culture where our people feel valued, and making a positive difference for our customers and the communities we serve. We all play an essential part in American Water's success. Let's continue to work together to keep life flowing!

DETERMINATION OF ELIGIBILITY AND TARGET AWARD AMOUNTS

Full-time and part-time non-union-represented employees are eligible to participate in the APP. You must be hired on or before [REDACTED], to be eligible to receive an APP award. If you are hired after January 1, 2023, your award will be prorated to reflect days worked in 2023. You must be an active employee on the day APP awards are distributed (in March 2024) to receive an award. You (or your beneficiary) may be eligible for a pro-rated award in the event of a divestiture, disability, retirement, death, or involuntary termination (not for cause or performance) that occurs on or after [REDACTED]. Please see Attachment C in the Appendix for more information on how your eligibility is affected if you leave the company.

Temporary employees, independent contractors, interns, and employees eligible for certain short-term incentive or commission plans are not eligible to participate in APP.

Active employees must complete American Water's annual Code of Ethics certification by the established deadline to be eligible for an award under the plan.

Your target award calculation uses your pay rate, salary level, exemption status, and work schedule in effect throughout the plan year. If you change pay rates or salary levels in 2023, your target award will be prorated to reflect the time you worked at each pay rate and salary level. Your salary level determines your target award, which is a percentage of your annual pay rate.

If you are a non-exempt (hourly) employee, your target award is calculated using your annualized base hourly rate. For full-time employees, a 40-hour workweek is used to annualize base salary, and for part-time employees, a 30-hour workweek is used. If you are an exempt (salaried) employee, your target award is calculated using your annual pay rate.

DETERMINATION OF COMPANY PERFORMANCE

The APP is designed to recognize and reward performance against our key performance goals and targets that drive our strategy. Our strategy remains consistent year-over-year because targets focused on growth, safety, people, and customer are core to what we do.

Each year, executive leadership, with the review and approval of the Executive Development and Compensation Committee (“Compensation Committee”) and American Water’s full board of directors, establishes the performance goals and targets for the plan. The performance of each goal determines APP award pool funding, subject to Compensation Committee approval.

For 2023, the APP goals are as follows:

STRATEGY	GOAL	TARGET	WEIGHT
GROWTH	EPS Range	\$4.72-\$4.82	50%
CUSTOMER	Customer Satisfaction	2nd Quartile	15%
SAFETY	OSHA Recordable Injury Rate (ORIR)	0.62 or less	7.5%
	Days Away, Restricted and Transfer (DART) severity rate	0.30 or less	7.5%
ENVIRONMENTAL LEADERSHIP	Drinking Water Compliance Notice of Violation (NOVs)	≤ 6 NOVs	7.5%
	Drinking Water Quality Notice of Violation (NOVs)	≤ 2 NOVs	7.5%
PEOPLE	Women Representation	Increase women representation to 25.0%	2.5%
	Ethnic and Racial Diversity Representation	Increase ethnic & racial diversity to 21.0%	2.5%

For each goal, there are defined thresholds, targets, and maximums. Thresholds indicate the minimum level of performance possible to receive credit for each company performance category. Targets represent target performance; maximums represent the highest level of performance that affects awards (See Attachment D in Appendix).

Growth

We are starting with growth because the execution of our financial plan, including the increased capital plan and growth in the number of customer connections, is the cornerstone of achieving our short- and long-term success. It is how we make critical investments in our systems, investments in our people, and investments to strengthen communities.

Growing our company doesn’t just happen in business development. You drive growth with

every friendly customer interaction or support you provide to our Operations teams. Growth happens when we deliver reliable service at an affordable cost. Growth happens when we choose to work safely every day. Every employee's job at the company can connect to growth in some way, especially when we put customers at the center of every decision we make.

Under the 2023 APP, no awards will be issued if adjusted Earnings Per Share (EPS) is below 90% of the target.

Safety

Nothing matters more than the safety of our employees. We continue to make progress on achieving zero injuries; however, we can never be 'OK' with any employee getting hurt at work. Safety is a critical component of our culture and a priority - at the job site, office, and home. We all must uphold our commitment to working safely. If you see an unsafe work practice/activity, use your Stop Work Authority to raise awareness and help resolve/improve the situation. If you feel unsafe at work or in a work situation, stop. Adjust. Change. Ask for help. We MUST all take personal accountability for a safe workplace.

As in previous years, we will be tracking two targets: a companywide ORIR target and a DART rate target. We measure our ORIR, which is the number of recordable injuries per one million work hours, against published Bureau of Labor Statistics utility industry safety benchmarks. DART reflects the number of injuries that result in days away, restricted duty, or transfers from regular work. No matter the target, our ultimate goal is ZERO injuries. There will be no Safety & People payout if any preventable fatality occurs during the 2023 APP plan year.

People

We continue to make progress in building a workforce that reflects the communities we serve. We believe our People goals will help build greater diversity to drive better organizational outcomes.

Since 2019, we have focused on workforce diversity as a companywide goal with the measure of year-over-year improvement. While we have moved the needle with ethnic & racial diversity and representation of women in the company, we still have a lot of progress to make.

Customer

This year, we will continue to provide water and wastewater solutions for communities in need and welcome new customers to our American Water family. We'll continue to improve our customer experience through empathetic customer service and new technologies and tools. Through technology, supply chain efforts, and other efficiencies, we'll continue to manage our costs and keep bills affordable for our customers.

Our customer goal is to be in the top half of the Customer Satisfaction in the benchmarking survey. Customer Satisfaction Survey payout is based on aggregated weighted individual state results.

Satisfaction also means earning customers' trust. We've set a high bar on drinking water standards in 2023 with no more than six notices of violation (NOVs), of which no more than two can be health-based violations. Here too, we want to get to zero.

Safe, clean, reliable, and affordable water and wastewater services are critical to our customers. We must get water quality right, or nothing else we do matters. We are using technology and research, along with our operations, to lead the industry in water quality.

IMPACT OF BUSINESS PERFORMANCE

We are one team. Our APP payout is measured based on the performance of the entire company. We achieve our company targets and goals together, and our APP continues to reflect that collective effort.

PAYMENT AND TAXATION OF AWARDS

Before trading in the Company's securities, you must review the Insider Trading and Prohibited 2023 APP awards will be paid in the first quarter of 2024. Payment is issued in the same manner as your regular paycheck (direct deposit or check). Your APP is treated as taxable income in the year it is paid. We recommend that you consult a personal tax or financial advisor for guidance on the tax treatment of your APP award.

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APPENDIX – Attachment A

TARGET APP AWARD PERCENTAGES

SALARY LEVEL	APP%
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

APPENDIX – Attachment B**FREQUENTLY ASKED QUESTIONS****What is the plan year for APP?**

The plan year for 2023 APP is Jan. 1, 2023, through Dec. 31, 2023.

Am I eligible for APP if I retire?

You are eligible for a prorated award if you retire on or after [REDACTED], and have met all of your personal performance goals as determined by management at its sole discretion at the time of your retirement. Retirement under the APP is defined as the attainment of age [REDACTED] with [REDACTED] of continuous employment as of the last termination date.

When will my 2023 APP award be paid?

You will receive payment in accordance with how you receive your regular paycheck, either by direct deposit or check. Payments are subject to tax and other withholdings.

How will my 2023 APP award be paid?

You will receive payment in accordance with how you receive your regular paycheck, either by direct deposit or check. Payments are subject to tax and other withholdings.

What happens if I change job positions within American Water during the plan year?

If you move between salary levels or salary rate throughout the plan year, your APP target will be prorated to reflect the time in each salary level and salary rate.

What happens if I am on a company-approved leave of absence when APP is paid?

If you are eligible for an award, your APP will be paid on the same date as all other employees. Any employee on an extended leave of absence covering the entire plan year will not be eligible for an APP award.

What happens if I leave American Water before I receive my award payment?

To receive the award payment, you must be actively employed with American Water on the payment date. You (or your beneficiary) may be eligible for a prorated award, however, in the event of a divestiture, disability, retirement, death or involuntary termination (not for cause or performance) occurring on or after [REDACTED].

APPENDIX – Attachment B**FREQUENTLY ASKED QUESTIONS (continued)****Will I receive an award if I meet my individual performance goals but the company does not achieve the minimum (threshold) financial performance?**

No. A predetermined financial threshold for company performance must be met for funding and any award provided under the APP.

Why do we now have an Inclusion, Diversity, and Equity goal to the APP?

Tying our workforce diversity to APP is a continuation of our work to be a more inclusive and diverse company. This goal is to close gaps we are experiencing across our workforce in female and ethnic and racially diverse representation, making us a stronger, more inclusive, and higher-performing company.

APPENDIX – Attachment C**ELIGIBILITY UPON TERMINATION****REASON FOR LEAVING THE COMPANY EFFECT ON APP AWARD**

Resignation	Not eligible for an award
Retirement	For APP purposes, retirement eligibility is [REDACTED] years of age with [REDACTED] of continuous service at the time of termination. If you meet these requirements, have met all your personal performance goals as determined by management in its sole discretion, and retire on or after [REDACTED], your target award will be prorated to reflect days worked in 2023.
Involuntary separation (due to reorganization, reduction in force)	If you work until at least [REDACTED], your target award will be prorated to reflect days worked in 2023.
Involuntary separation (for cause or due to performance)	Not eligible for an award.
Total disability or death	If you work until at least [REDACTED], your target award will be prorated to reflect days worked in 2023.
Termination and rehire within the plan year	You must be rehired by [REDACTED], to be eligible for APP. If you are rehired by that date, your target award will be prorated to reflect days worked from your rehire date.

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APPENDIX – Attachment D

COMPANY PERFORMANCE THRESHOLDS, TARGETS AND MAXIMUMS FOR 2023 APP

STRATEGY	GOAL	THRESHOLD (MINIMUM)	TARGET	MAXIMUM	WEIGHT
Growth ⁽¹⁾	EPS Range	████████	\$4.72 - \$4.82	████████	50.0%
Customer ⁽²⁾	Customer Satisfaction	████████	2nd Quartile	████████	15.0%
Safety ⁽³⁾	OSHA Recordable Injury Rate (ORIR)	██████	0.62	██████	7.5%
	Days Away, Restricted and Transferred (DART) severity rate	██████	0.30	██████	7.5%
Environmental Leadership	Drinking Water Compliance Notice of Violation (# NOVs)	██████	6	█	7.5%
	Drinking Water Quality Notice of Violation (# NOVs)	██████	2	█	7.5%
People	Women Representation	████████	25.0%	████████	2.5%
	Ethnic & Racial Diversity Representation	████████	21.0%	████████	2.5%

(1) There will be no financial or non-financial payout if EPS falls below 90% of target.

(2) Customer Satisfaction payout is based on aggregated weighted individual state results.

(3) There will be no Safety & People payout if a preventable fatality occurs.



AMERICAN WATER

2023 Annual Performance Plan

**(For employees
whose employment is
governed by a Collective
Bargaining Agreement
that provides for
participation)**

WE KEEP LIFE FLOWING®

DISCLAIMER

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American Water reserves the right to amend the benefit plans described in this brochure. Employees who participate in this Plan do so under the terms of collective bargaining agreements. The Company recognizes its obligations under those agreements and will negotiate changes to the Plan with the appropriate union representatives as required by the Company's contractual agreements and/or by law.

TABLE OF CONTENTS

An award based on American Water’s Success ~~~~~ **1**

Determination of eligibility and target award amounts ~~~~~ **2**

Determination of company performance ~~~~~ **3**

- Growth
- Safety
- People
- Customer

Impact of business performance ~~~~~ **6**

Payment of taxation of awards ~~~~~ **6**

APPENDIX ~~~~~ **7**

- Attachment A – FAQs
- Attachment B – Eligibility upon termination
- Attachment C – Company performance thresholds, targets and maximums

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At American Water, our goal is to attract, motivate, and retain a highly engaged workforce by creating an environment where you can develop to your fullest potential and by providing you the opportunity to benefit further when the company achieves or exceeds performance goals.

Thank you for your commitment to working safely, creating a culture where our people feel valued, and making a positive difference for our customers and the communities we serve. We all play an essential part in American Water's success. Let's continue to work together to keep life flowing!

DETERMINATION OF ELIGIBILITY AND TARGET AWARD AMOUNTS

You must be an employee whose employment is governed by a collective bargaining agreement that provides for participation in the 2023 APP. You must be hired on or before [REDACTED], to be eligible to receive an APP award. If you are hired after January 1, 2023, your award will be prorated to reflect days worked in 2023. In addition, your target award will be prorated to exclude time for any unpaid suspension during 2023, and any employee on extended leave of absence covering the entire plan year will not be eligible for an APP award. You must be an active employee on the day APP awards are distributed (in March 2024) to receive an award. You (or your beneficiary) may be eligible for a pro-rated award in the event of a divestiture, disability, retirement, death, or involuntary termination (not for cause or performance) that occurs on or after [REDACTED]. Please see Attachment B in the Appendix for more information on how your eligibility is affected if you leave the company.

Employees must complete American Water's annual Code of Ethics training by the established deadline to be eligible for an award.

Temporary employees, independent contractors, interns, and employees with certain short-term incentives or commission plans are not eligible to participate in APP.

DETERMINATION OF COMPANY PERFORMANCE

The APP is designed to recognize and reward performance against our key performance goals and targets that drive our strategy. Our strategy remains consistent year-over-year because targets focused on growth, safety, people, and customer are core to what we do.

Each year, executive leadership, with the review and approval of the Executive Development and Compensation Committee (“Compensation Committee”) and American Water’s full board of directors, establishes the performance goals and targets for the plan. The performance of each goal determines APP award pool funding, subject to Compensation Committee approval.

For 2023, the APP goals are as follows:

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For each goal, there are defined thresholds, targets, and maximums. Thresholds indicate the minimum level of performance possible to receive credit for each company performance category. Targets represent target performance; maximums represent the highest level of performance that affects awards (See Attachment C in Appendix).

Growth

We are starting with growth because the execution of our financial plan, including the increased capital plan and growth in the number of customer connections, is the cornerstone of achieving our short- and long-term success. It is how we make critical investments in our systems, investments in our people, and investments to strengthen communities.

Growing our company doesn’t just happen in business development. You drive growth with

every friendly customer interaction or support you provide to our Operations teams. Growth happens when we deliver reliable service at an affordable cost. Growth happens when we choose to work safely every day. Every employee's job at the company can connect to growth in some way, especially when we put customers at the center of every decision we make.

Under the 2023 APP, no awards will be issued if adjusted Earnings Per Share (EPS) is below 90% of the target.

Safety

Nothing matters more than the safety of our employees. We continue to make progress on achieving zero injuries; however, we can never be 'OK' with any employee getting hurt at work. Safety is a critical component of our culture and a priority - at the job site, office, and home. We all must uphold our commitment to working safely. If you see an unsafe work practice/activity, use your Stop Work Authority to raise awareness and help resolve/improve the situation. If you feel unsafe at work or in a work situation, stop. Adjust. Change. Ask for help. We MUST all take personal accountability for a safe workplace.

As in previous years, we will be tracking two targets: a companywide ORIR target and a DART rate target. We measure our ORIR, which is the number of recordable injuries per one million work hours, against published Bureau of Labor Statistics utility industry safety benchmarks. DART reflects the number of injuries that result in days away, restricted duty, or transfers from regular work. No matter the target, our ultimate goal is ZERO injuries. There will be no Safety and People payout if any preventable fatality occurs during the 2023 APP plan year.

People

We continue to make progress in building a workforce that reflects the communities we serve and believe our People goals will help develop greater diversity so that we can drive better organizational outcomes.

Since 2019, we have focused on workforce diversity as a companywide goal with the measure of year-over-year improvement. While we have moved the needle with ethnic and racial diversity and representation of women in the company, we still have a lot of progress to make.

Customer

This year, we will continue to provide water and wastewater solutions for communities in need and welcome new customers to our American Water family. We'll continue to improve our customer experience through empathetic customer service and new technologies and tools. Through technology, supply chain efforts, and other efficiencies, we'll continue to manage our costs and keep bills affordable for our customers.

Our customer goal is to be in the top half of the Customer Satisfaction in the benchmarking survey. Customer Satisfaction Survey payout is based on aggregated

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weighted individual state results.

Satisfaction also means earning customers' trust. We've set a high bar on drinking water standards in 2023 with no more than six notices of violation (NOVs), of which no more than two can be health-based violations. Here too, we want to get to zero.

Safe, clean, reliable, and affordable water and wastewater services are critical to our customers. We must get water quality right, or nothing else we do matters. We are using technology and research, along with our operations, to lead the industry in water quality.

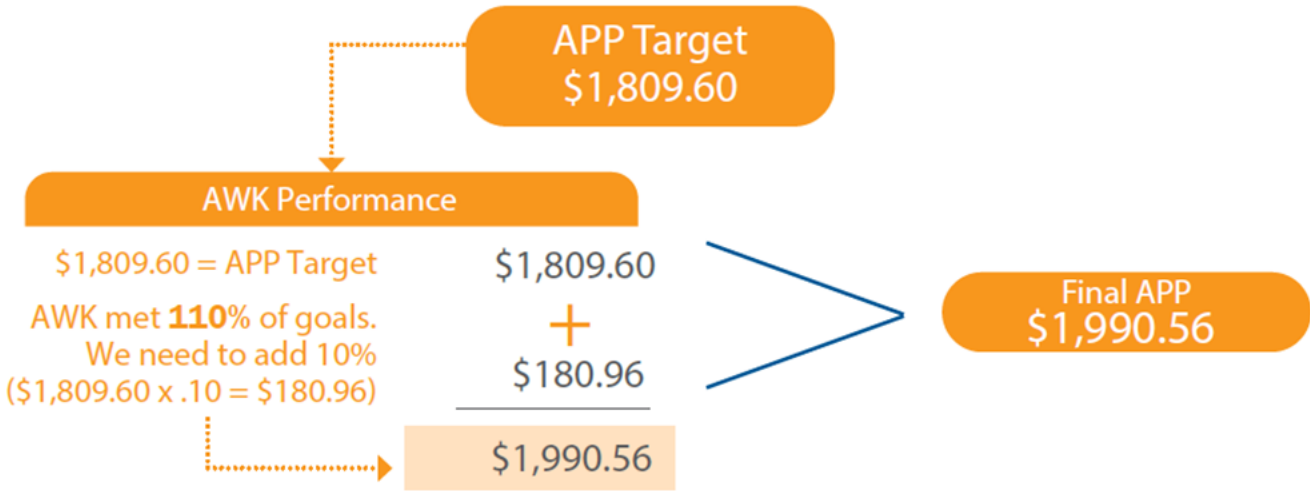
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IMPACT OF BUSINESS PERFORMANCE

As announced in 2022, performance against APP goals is calculated for the entire company. Simply put, we are one team. We achieve our company targets and goals together, and our APP continues to reflect that collective effort.

Sample application of business performance

The example below assumes an employee makes \$29 per hour working full-time for KYAW. To calculate, use \$29/hour x 40 hours per week x 52 weeks in a year = \$60,320 (base hourly rate annualized). Then, take 3% of the annualized total (\$60,320) to determine the baseline APP: \$60,320 x .03 = \$1,809.60 (APP target). In this example, American Water overall performed at 110%. The sample calculations below illustrate how business performance would be applied to the APP target:



PAYMENT AND TAXATION OF AWARDS

2023 APP awards will be paid in the first quarter of 2024. Payment is issued in the same manner as your regular paycheck (direct deposit or check). Your APP is treated as taxable income in the year it is paid. We recommend that you consult a personal tax or financial advisor for guidance on the tax treatment of your APP award.

APPENDIX – Attachment A**FREQUENTLY ASKED QUESTIONS****What is the plan year for APP?**

The plan year for 2023 APP is Jan. 1, 2023, through Dec. 31, 2023.

Am I eligible for APP if I retire?

You are eligible for a prorated award if you retire on or after [REDACTED]. Retirement under the APP is defined as the attainment of age [REDACTED] with [REDACTED] employment as of the last termination date.

When will my 2023 APP award be paid?

You will receive payment in accordance with how you receive your regular paycheck, either by direct deposit or check. Payments are subject to tax and other withholdings.

How will my 2023 APP award be paid?

You will receive payment in accordance with how you receive your regular paycheck, either by direct deposit or check. Payments are subject to tax and other withholdings.

What happens if I change job positions within American Water during the plan year?

Your APP target award will be based on your base hourly rate and full-time or part-time status as of Dec. 31, 2023.

What happens if I am on a company-approved leave of absence when APP is paid?

If you are eligible, your APP award will be paid on the same date as for other employees. Any employee on an extended leave of absence covering the entire plan year will not be eligible for an APP award. In addition, target awards will be prorated to exclude time for any unpaid suspension periods during 2023.

Will I automatically receive my target APP award ([REDACTED])?

No. Your final APP target award could be higher or lower than [REDACTED] of your base hourly rate annualized, depending on how the overall company performs against 2023 APP goals.

Will I receive an award if the company does not achieve the minimum (threshold) financial performance?

No. A predetermined financial threshold for company performance must be met for funding and any award to be provided under the APP.

APPENDIX – Attachment B**ELIGIBILITY UPON TERMINATION****REASON FOR LEAVING THE COMPANY EFFECT ON APP AWARD**

Resignation	Not eligible for an award
Retirement	For APP purposes, retirement eligibility is [REDACTED] years of age, with [REDACTED] service at the time of termination. If you meet these requirements and you retire on or after [REDACTED], your target award will be prorated to reflect days worked in 2023.
Involuntary separation (due to reorganization, reduction in force)	If you work until at least [REDACTED], your target award will be prorated to reflect days worked in 2023.
Involuntary separation (for cause or due to performance)	Not eligible for an award.
Total disability or death	If you work until at least [REDACTED], your target award will be prorated to reflect days worked in 2023.
Termination and rehire within the plan year	You must be rehired by [REDACTED], to be eligible for APP. If you are rehired by that date, your target award will be prorated to reflect days worked from your rehire date.

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APPENDIX – Attachment C

COMPANY PERFORMANCE THRESHOLDS, TARGETS AND MAXIMUMS FOR 2023 APP

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	Days Away, Restricted and Transferred (DART) severity rate	██████	0.30	██████	7.5%
Environmental Leadership	Drinking Water Compliance Notice of Violation (# NOVs)	██████	6	█	7.5%
	Drinking Water Quality Notice of Violation (# NOVs)	██████	2	█	7.5%
People	Women Representation	████████	25.0%	████████	2.5%
	Ethnic & Racial Diversity Representation	████████	21.0%	████████	2.5%

(1) There will be no financial or non-financial payout if EPS falls below 90% of target.

(2) Customer Satisfaction payout is based on aggregated weighted individual state results.

(3) There will be no Safety & People payout if a preventable fatality occurs.



AMERICAN WATER

**2023
Long Term
Performance
Plan**

WE KEEP LIFE FLOWING®

This brochure is intended to provide a summary of your American Water equity awards. All equity award grants are subject to the terms and conditions of the American Water Works Company, Inc. [REDACTED] [REDACTED] (the “Plan”) and the [REDACTED] under which they are issued. In the event of any conflict between the terms of your [REDACTED], the Plan and this brochure, the terms of the [REDACTED] will govern.

The Company’s policies, procedures, and benefits, including (without limitation) those covered in this brochure, as well as wages and all other terms and conditions of employment, are subject to change, revision, or deletion by the Company at any time.

The discussion of certain federal income tax effects in this brochure is for illustration only and is not intended to provide tax advice. Please refer to the Internal Revenue Code for a complete statement of all relevant federal tax provisions. We recommend that holders of American Water equity consult their tax advisor.

TABLE OF CONTENTS

An award based on American Water's Success	1
Eligibility and the amount of your award	
Managing your equity award	2
Activating your E*TRADE account	
Restricted Stock Units (RSUs)	3
Vesting	
Deferring your RSU award	
The value of your RSUs	
Performance Stock Units (PSUs)	4
PSUs based on Total Shareholder Return (TSR)	
PSUs based on compounded Earnings Per Share (EPS) growth	
Deferring Your awarded shares	
What happens to your LTPP if you leave American Water?	6
Change of Control	
Restrictions	7
For more information	
APPENDIX	8
Attachment A – LTPP Target award percentages by salary level	
Attachment B – 2023 LTPP Comparator Peer Group	
Attachment C – Taxation of equity awards	
• How RSUs are taxed	
• How PSUs are taxed	
Attachment D – Glossary of terms	
Attachment E – 2023 RSU Grant Deferral Form	
Attachment F – 2023 PSU Grant Deferral Form	

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AN AWARD BASED ON AMERICAN WATER'S SUCCESS



We are pleased to capture the rewards and benefits offered to employees through weCARE – our internal promise to value our people and the tremendous role you play at American Water. Well-being, which includes financial well-being, is a key component of weCARE. We are proud to offer our Long Term Performance Plan (LTPP) to support your financial well-being and provide an equity award for helping American Water achieve its goals.

LTPP includes Restricted Stock Units (RSUs) and a performance-based stock component, awarding Performance Stock Units (PSUs) based on American Water's Total Shareholder Return (TSR) ranking among peer companies and adjusted compounded Earnings Per Share (EPS) growth. This design aligns with the external market and helps keep American Water competitive with our peers.

ELIGIBILITY AND THE AMOUNT OF YOUR AWARD GRANT

Eligibility is based on salary level and your hire date. Employees in salary level [REDACTED] on or before the grant date (Feb. 14, 2023), may be eligible to receive an equity award.

Your total award grant value is based on a percentage of your base salary. Awards are granted in the form of equity in the Company: 30 percent in RSUs, 35 percent in PSUs based on TSR ranking, and 35 percent in PSUs based on adjusted compounded EPS growth. Please see APPENDIX – Attachment A for more information on LTPP targets.

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MANAGING YOUR EQUITY AWARD

E*TRADE keeps records for your American Water equity awards. When you receive an equity award grant, a stock plan account is established with E*TRADE on your behalf. You can manage your account online at www.etrade.com, or by phone at 1-800-838-0908.

ACTIVATING YOUR E*TRADE ACCOUNT

If you received a prior equity award or participate in the Employee Stock Purchase Plan (ESPP), you will be able to access your 2023 award using your existing E*TRADE account.

If you do not participate in the ESPP and this is the first year you have received an equity award, you will receive materials from E*TRADE with instructions on how to activate your account. You can also call E*TRADE with your activation code; a representative can step you through the activation process.

Once your account is activated, go to www.etrade.com (or call 1-800-838-0908) to track vesting, conduct transactions, and model the long-term value of your awards.

CONFIDENTIAL INFORMATION REDACTED

RESTRICTED STOCK UNITS (RSUs)

- ◆ 30 percent of equity award.
- ◆ RSUs vest in three equal installments on Jan. 31, 2024, 2025, and 2026.

RSUs offer direct, full-value ownership. In addition, an RSU (when vested) has value regardless of any change in share price. The value of your award changes depending on American Water's stock price.

EXAMPLE: RSU VESTING

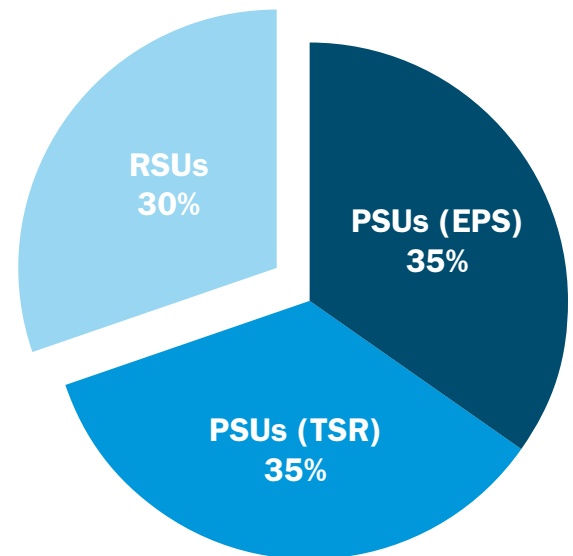
Assume you receive a total grant of 300 RSUs. On Jan. 31 of each year, your grant will vest in three equal installments. American Water will withhold shares to cover your tax-withholding obligation if you did not defer.

1. You vest in 100 shares of American Water common stock and 35 shares are withheld to cover taxes. 65 shares are released to you, which may be held or sold at the current share market price.
2. If you decide to sell your shares and the AWK market price per share at the time of sale is \$160, you will receive \$10,400 (for 65 shares) from the sale of your shares — minus any taxes or applicable fees.

Vesting

During the vesting period, you do not have voting rights and cannot sell or transfer units. If dividends are paid during the vesting period, dividends will accrue in a dividend equivalent account, held by the Company, until your units vest. You will be paid in cash for any accrued dividend equivalents at the end of the vesting period.

Upon vesting, you can hold or sell your stock. You may sell your first installment of RSUs shortly after the vesting date of Jan. 31, 2024, subject to the restrictions listed on page 7. Applicable employment taxes are withheld in shares. If you choose to sell the remaining shares, you will receive the current market price at the time of sale.

**Deferring your RSU award**

You may defer receiving your RSU award (under this grant) until after the scheduled vesting date, provided you make the election by Dec. 31, 2023. You may defer:

- ◆ The second and third tranches of your award.
- ◆ Federal income taxes at the vesting date.
- ◆ To supplement your retirement or other personal goals.

Your deferral form (Subsequent Deferral Election Form) is Attachment E at the end of this brochure. If you wish to make a deferral election, please complete the form and forward to [Compensation](#).

You must make your election to defer by Dec. 31, 2023.

Please see APPENDIX – Attachment C for more information on how these awards will be taxed. Consult with your tax advisor regarding your personal tax situation.

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PERFORMANCE STOCK UNITS (PSUs)

A PSU gives you the right to receive one share of American Water stock after the end of the three-year performance period based on Company performance against defined measures.

- ◆ You will receive two separate PSU grants:
 - » 35 percent of equity award — Total Shareholder Return (TSR)
 - » 35 percent of equity award — adjusted compounded Earnings Per Share (EPS) growth
- ◆ Actual awards at the end of the performance period may range from 0 to 200 percent of target based on Company performance. The performance period for the purposes of the 2023 PSU grants is the three-year period beginning Jan. 1, 2023, and ending Dec. 31, 2025.
- ◆ You earn a right to your PSUs in three equal installments (33.3 percent each) on Jan. 31 of 2024, 2025, and 2026. Shares are awarded based on Company performance and paid in 2026.

Vesting

Your shares are not vested and released to you until after the three-year performance period ends. The number of shares that actually vest depends on Company performance against specific measures. See your grant agreements in your E*TRADE account for specific details about your grant and the performance goals. In early 2026, Company performance will be measured, and vested PSUs (if applicable) will be distributed within 70 calendar days of Jan. 31, 2026.

During the performance period, you do not have voting rights and you cannot sell or transfer the units. If dividends are paid during the performance period, you will accrue dividend equivalents in a “notional” personal account until the end of the performance period. You will then be paid in cash for any accrued dividend equivalents shortly after the end of the performance period based on the number of PSUs vested.

After the end of the three-year performance period, you can hold or sell your shares. The shares never expire so there is no time limit associated with them. If you choose to sell the shares, you will receive the current market price at the time of sale.

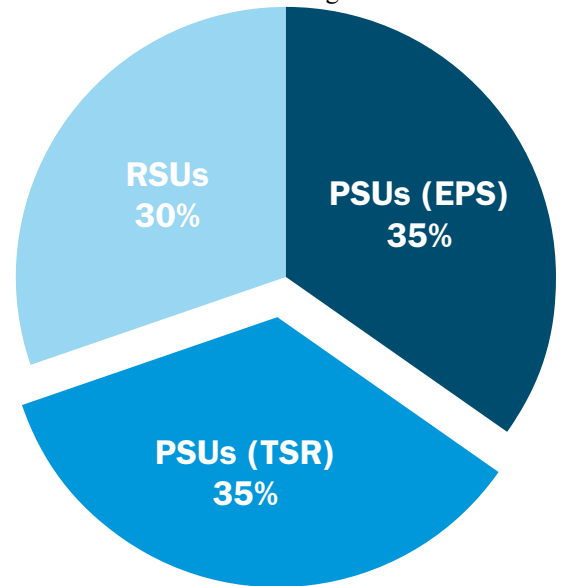
Consult your tax advisor about your tax personal situation.

CONFIDENTIAL INFORMATION REDACTED

PSUs based on relative Total Shareholder Return (TSR)

35 percent of equity award

American Water uses our rank relative to our comparator peer group (APPENDIX – Attachment B) to determine the final award of shares underlying the PSUs based on Relative Total Shareholder Return (TSR) at the end of the three-year performance period. TSR is calculated as the change in share price plus dividends paid over the three-year performance period divided by American Water's share price at the beginning of the period. The initial stock price and the ending stock price are determined using the average stock price for the 20 trading days that end on Dec. 31, 2022, and Dec. 31, 2025.



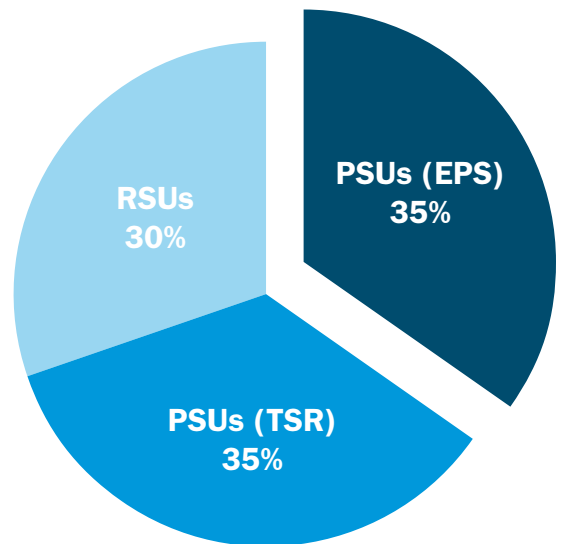
The Company's TSR performance is assessed using a percentile ranking approach. The Compensation Committee has final approval of this award at the end of the three-year performance period.

PSUs based on adjusted compounded Earnings Per Share (EPS) growth

35 percent of equity award

To determine the final award of shares underlying the PSUs based on adjusted compounded EPS, the Company assesses its performance against pre-determined adjusted compounded EPS Growth goals.

The Compensation Committee of the Board of Directors has final approval of this award at the end of the three-year performance period.



Deferring PSU awards

You may elect to defer receiving all your awarded shares until after the scheduled distribution date, provided you make the election by Dec. 31, 2023. The deferral date must be at least five years from Jan. 31, 2026. You may choose to defer federal income taxes at the vesting date by making this election. You may defer to supplement your retirement or other personal goals. Your Subsequent Deferral Election Form is located in APPENDIX – Attachment F at the end of this brochure. If you wish to defer, please complete the form and forward to [Compensation](#).

WHAT HAPPENS TO YOUR LTPP IF YOU LEAVE AMERICAN WATER?

If you leave American Water voluntarily (including for retirement) or involuntarily (including for reasons of death and disability), the following treatment applies to your LTPP awards.

RESTRICTED STOCK UNITS

- Own vested shares
- Forfeit unvested units

PERFORMANCE STOCK UNITS

- Earn units in proportional one-year increments based on years of service from grant - will settle at end of three-year performance period based on performance
- Forfeit unvested units

CHANGE OF CONTROL

If a Change of Control occurs, as defined by the plan document, while you are an active employee, you

RESTRICTIONS

Before trading in the Company's securities, you must review the Insider Trading and Prohibited Transactions Policy and the Personal Securities Trading and Preclearance Practice located on the Company intranet under policies and practices. In addition, under the Insider Trading and Prohibited Transactions Policy, certain persons (Section 16 Officers and other restricted individuals) are subject to the affirmative obligation to "pre-clear" any proposed purchase or sale of Company securities with the Chief SEC Counsel. You will receive notification from Legal if you are subject to the pre-clearance process. If you have any questions about the Insider Trading and Prohibited Transactions Policy and pre-clearance process, please contact [REDACTED].

For the Company's executives (salary level 70 and above), all equity awards are subject to the Company's Executive Stock Ownership Guidelines (SOGs) and Executive Stock Retention Requirements (SRRs), in order to more closely align the interest of our plan participants with those of our stockholders. Under the program, our executive officers are not permitted to sell any shares of the Company's common stock until they have achieved compliance with the SOGs. The SOGs require executives to hold stock until they obtain a certain multiple of their base salary, depending on salary grade:

SALARY GRADE	GUIDELINE
100 (CEO)	6 times base salary
95 - 75 (EVPs, SVPs)	3 times base salary
70 (VPs)	1 times base salary

SOGs are expected to be met over a five-year period, beginning with the latter of the effective date of the policy (March 5, 2015) or the date the employee first became subject to the guidelines. Once executives have achieved compliance with the SOGs, they must maintain, and not sell below, their SOG compliance level for as long as they are subject to the SOGs.

IF YOU HAVE QUESTIONS ABOUT THE LONG TERM PERFORMANCE PLAN, CONTACT:

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

E*TRADE

1-800-838-0908 | www.etrade.com

APPENDIX – Attachment A

**Long Term Performance Plan (LTPP)
Target Award Percentages by Salary Level**

Salary Level	LTPP %
75	75%
70	55%
65	40%
60	30%
55	15%
50	10%

APPENDIX – Attachment C

Taxation of equity awards

How RSUs are taxed

You will not be responsible for any taxes when the RSUs are granted. However, you will owe ordinary income tax, payable upon vesting, on the full value of the shares (unless the RSUs are deferred; deferrals will have to pay Social Security and Medicare taxes at the time of vesting). American Water will withhold a portion of your vested shares to cover your Federal (including Social Security and Medicare), state, local, and other tax liabilities. See your [REDACTED] for details.

Once you sell the shares, you will owe capital gains tax for any additional share price appreciation between the market price you paid for the shares and the market price on the date of the sale.

How PSUs are taxed

You will not be responsible for any taxes when the PSUs are granted. However, you will owe ordinary income tax on the full value of the shares at the end of the three-year performance period (unless the PSUs are deferred; deferrals will have to pay Social Security and Medicare taxes at the end of the three-year performance period). American Water will withhold a portion of your vested shares to cover the minimum required withholding for federal (including Social Security and Medicare), state, local, and other tax liabilities. See your [REDACTED] on the E*TRADE site (www.etrade.com) for details.

TAX EXAMPLE*

American Water will withhold shares to cover the tax-withholding obligation if you did not defer. For example, if you have 390 vested PSUs, we will calculate the taxes that must be withheld and deduct the number of shares to satisfy the tax withholding requirements. In this example, you would have 253 shares remaining from your original 390 shares.

Net Earned Shares determined by subtracting taxes on the vested amount:

PSUs:	\$	62,400 (390 shares x \$160.00 share price)
Taxes:	–	21,920 (137 shares x \$160.00 share price)
Net:	\$	40,480 (253 shares at \$160.00 per share)

253 shares will be posted to your E*TRADE Account. Dividend equivalents are calculated based on the full number of shares vested and taxed at this time. Shares calculated using \$160.00 per share price for illustration purposes only.

If you decide to sell your shares and the AWK market price per share at the time of sale is \$180.00, you will receive \$45,540 (for 253 shares) from the sale of your shares — minus any taxes or applicable fees.

If you hold the shares received, you will owe capital gains tax for any additional share price appreciation between the market price on the date the shares are received and the market price on the date of a future sale.

This tax example also applies to how taxes are calculated on RSUs.

*Please note: Examples are provided for informational purposes only. Consult with your tax advisor to learn more about your tax situation.

CONFIDENTIAL INFORMATION REDACTED
APPENDIX – Attachment D

GLOSSARY OF TERMS

TERM	DEFINITION
Board	The Board of Directors of American Water Works Company, Inc.
Common Stock	Units of ownership of a corporation.
Compensation Committee	The Executive Development and Compensation Committee of the Board appointed by the Board to administer the Plan.
Early Retirement	Termination of employment or service with the Company (other than “for Cause”) after the participant has attained age [REDACTED] of employment or service with the Company.
Equity	Awards that are linked to American Water’s share price.
Grant	The awarding of a specified number of Restricted Stock Units or Performance Stock Units.
Normal Retirement	Termination of employment or service with the Company (other than “for Cause”) after the participant has attained age [REDACTED] of employment or service with the Company.
Performance Period	The three-year period from January 1, 2023, through December 31, 2025.
Restricted Stock Units (RSU)	Restricted Stock Units (RSUs) are “notional” shares of Company stock. At the end of the vesting period, RSUs will convert to actual shares of American Water common stock, which means their value will depend on the market value of the stock at the time.
Performance Stock Units (PSU)	Performance Stock Units (PSUs) are “notional” shares of Company stock. At the end of the three-year performance period, PSUs will convert to actual shares of American Water common stock, based on Company performance. Their value will depend on the market value of the stock at that time.
[REDACTED]	Your American Water Works Company, Inc. [REDACTED]
[REDACTED]	Your American Water Works Company, Inc. [REDACTED]
Market Price	The price at which American Water shares trade on the stock market.
Total disability	You are considered to have a “total disability” as determined by the Social Security Administration.
Total Shareholder Return (TSR)	$\text{TSR} = \frac{\text{Dividend Adjusted Ending Stock Price} - \text{Dividend Adjusted Initial Stock Price}}{\text{Dividend Adjusted Initial Stock Price}}$
Vesting	Becoming entitled to all or a portion of an equity award.
Vesting period	<ul style="list-style-type: none"> • With respect to Restricted Stock Units (RSUs), the period of time that must elapse before RSUs will convert to shares of American Water common stock. • With respect to Performance Stock Units (PSUs), the period of time that must elapse before you have earned the right to the PSUs. The PSUs will not be converted into shares and distributed until the end of the three-year performance period (if earned based on performance).

APPENDIX – Attachment E

**2023 LONG TERM PERFORMANCE PLAN
RESTRICTED STOCK UNIT GRANT
SUBSEQUENT DEFERRAL ELECTION FORM**

PART A. TIME OF DISTRIBUTION

Subject to any election contained in Part B below with respect to my death, I, _____, (the “Participant”) hereby irrevocably elect to have all of the Restricted Stock Units, plus corresponding dividend equivalents, (the “Deferred Units”) granted to me under the Company’s 2023 Long Term Performance Plan (the “2023 LTPP”) and the American Water Works Company, Inc. _____ (the “Plan”) that would have been redeemed by American Water Works Company, Inc. on January 31, 2025, and January 31, 2026 (each, a “Redemption Date”), to instead be redeemed on _____, 20____ (the “Deferred Date”), which is a date that is _____ than the last Redemption Date.

NOTE: To make this deferral election, you must defer all of the Restricted Stock Units that would have vested on a Redemption Date except for those that would vest on the January 31, 2024, Redemption Date, plus corresponding dividend equivalents, and the election must be made _____ to the first Redemption Date to which this election applies.

PART B. ACKNOWLEDGMENT

I understand and expressly agree that (i) the Deferred Date for the Deferred Units shall be the date I specified in Part A above (which is a date that is _____ than the last Redemption Date), and (ii) I will not be entitled to receive distribution of the Deferred Units on an earlier date, except in the event the Change of Control Date (as defined in the Grant) occurs prior to the Deferred Date, or pursuant to any election made below with respect to my death prior to the Deferred Date. I also understand and expressly agree that, subject to any such election described below, this deferral election is irrevocable, is being made _____ to the first Redemption Date subject to this election and shall not take effect _____ the date on which I make this election. I further understand and agree that the terms and conditions of the Grant and the Plan are hereby incorporated into this form. Lastly, I understand and agree that this deferral election applies to 100% of the Restricted Stock Units, and corresponding dividend equivalents, that would have been redeemed on the January 31, 2025, and January 31, 2026, Redemption Dates under the Grant.

Notwithstanding anything to the contrary set forth herein, if I have checked the box below, I agree that, in the event that my death occurs prior to the Deferred Date, my deferral election shall immediately and automatically terminate as of the date of death, the “Deferred Date” shall automatically become such date, and the Restricted Stock Units subject to this election shall automatically be redeemed, and the corresponding dividend equivalents shall be payable, as of such date.

I hereby acknowledge and agree that I wish to have the Deferred Date accelerated upon my death as provided above.

PARTICIPANT SIGNATURE:

PARTICIPANT DATE

RECEIPT ACKNOWLEDGED:

BY TITLE DATE

Please return completed deferral election form to Camden Corporate Headquarters, Attn: Corporate Compensation, 1 Water Street, Camden, NJ 08102 by December 31, 2023.

CONFIDENTIAL INFORMATION REDACTED

APPENDIX – Attachment F**2023 LONG TERM PERFORMANCE PLAN
PERFORMANCE STOCK UNIT GRANT
SUBSEQUENT DEFERRAL ELECTION FORM****PART A. TIME OF DISTRIBUTION**

Subject to any election contained in Part B below with respect to my death, I, _____, (the "Participant") hereby irrevocably elect to have all of the Performance Stock Units, plus corresponding dividend equivalents, (the "Deferred Units") that I earn under the Company's _____ (the "Plan") that would have been distributed by American Water Works Company, Inc. to me as early as January 31, 2026 (the "Distribution Date"), instead be distributed to me on the deferred date designated below (the "Deferred Date"), which date must be _____ than the Distribution Date, and this election is _____ to the Distribution Date (to make this deferral election you must defer all of the Performance Stock Units you earn under the 2023 LTPP, plus corresponding dividend equivalents, meaning there is no partial deferral):

NUMBER OF EARNED PERFORMANCE STOCK UNITS, AND DIVIDEND EQUIVALENTS, UNDER THE GRANTS TO BE FURTHER DEFERRED (ALL MUST BE DEFERRED)	ORIGINAL DISTRIBUTION DATE (ELECTIONS MUST BE MADE _____ TO THE DISTRIBUTION DATE)	DEFERRED DATE (MUST BE A CALENDAR YEAR THAT IS _____ THAN THE ORIGINAL DISTRIBUTION DATE)
100%	January 31, 2026	

PART B. ACKNOWLEDGMENT

I understand and expressly agree that (i) the Deferred Date for the Deferred Units shall be the date I specified in Part A above (which is a date that is _____ than the original Distribution Date), and (ii) I will not be entitled to receive distribution of the Deferred Units on an earlier date, except in the event the Change of Control Date (as defined in the Grants) occurs prior to the Deferred Date, or pursuant to any election made below with respect to my death prior to the Deferred Date. I also understand and expressly agree that, subject to any such election described below, this deferral election is irrevocable, is being made _____ to the original Distribution Date and shall not take effect _____ the date on which I make this election. I further understand and agree that the terms and conditions of the Grants and the Plan are hereby incorporated into this form. Lastly, I understand and agree that this deferral election applies to 100% of the Performance Stock Units, and corresponding dividend equivalents, that I earn under the 2023 LTPP pursuant to the Grants.

Notwithstanding anything to the contrary set forth herein, if I have checked the box below, I agree that, in the event of my death occurring prior to the Deferred Date, my deferral election shall immediately terminate as of the date of death and the Performance Stock Units subject to this election shall be distributable to my estate as of such date in accordance with the terms and conditions of the relevant award document.

I hereby acknowledge and agree that I wish to have the Deferred Date accelerated upon my death as provided above.

PARTICIPANT SIGNATURE:

PARTICIPANT _____

DATE _____

RECEIPT ACKNOWLEDGED:

BY _____

TITLE _____

DATE _____

Please return completed deferral election form to Camden Corporate Headquarters, Attn: Corporate Compensation, 1 Water Street, Camden, NJ 08102 by December 31, 2023.

Kentucky American Water Company
Performance Pay

Employee Number	Cost		Emp Typ	2018 Plan		2019 Plan		2020 Plan		2021 Plan		2022 Plan		Forecast Year Target Amount	
	Center	Cost Center Name		APP	LTPP	APP	LTPP	APP	LTPP	APP	LTPP	APP	LTPP	APP	LTPP
		120114 CORP-Engineering	non-union hrly												
		120105 CORP-Admin & Gen	manager												
		120206 CEN-Field Services	union												
		120201 CEN-Production	non-union hrly												
		120217 CEN-Water Quality	manager												
		120114 CORP-Engineering	director												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120114 CORP-Engineering	salaried												
		120206 CEN-Field Services	union												
		120121 CORP-Com Relations	non-union hrly												
		120201 CEN-Production	union												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	non-union hrly												
		120251 CEN-Richmond Road	union												
		120217 CEN-Water Quality	non-union hrly												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120251 CEN-Richmond Road	union												
		120206 CEN-Field Services	union												
		120105 CORP-Admin & Gen	VP	-	-	-	1,725	-	4,513	-	45,180	-	34,894	30,275	22,706
		120105 CORP-Admin & Gen	president	-	-	-	-	-	-	-	-	-	-	84,998	113,330
		120251 CEN-Richmond Road	union												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120206 CEN-Field Services	union												
		120252 CEN-Pool III WTP	non-union hrly												
		120206 CEN-Field Services	union												
		120114 CORP-Engineering	manager												
		120206 CEN-Field Services	union												
		120250 CEN-KY River St	union												
				\$362,968	\$3,019	\$302,074	\$22,459	\$744,128	\$24,085	\$742,522	\$59,159	\$762,545	\$38,270	\$566,279	\$136,064

Kentucky American Water Company
 Performance Pay History
 KAW_R_PSCDR1_NUM033

	2018	2019	2020	2021	2022
Actual APP	\$362,968	\$302,074	\$744,128	\$742,522	\$762,545
LTPP	3,019	22,459	24,085	59,159	38,270
Total Performance Pay	365,988	324,532	768,212	801,681	800,815
Budget APP	\$477,257	\$564,630	\$648,083	\$708,200	\$743,214
LTPP	15,274	17,404	18,453	33,411	31,898
Total Performance Pay	492,531	582,034	666,537	741,611	775,112
Variance	(\$126,543)	(\$257,502)	\$101,675	\$60,070	\$25,703
Variance	-35%	-79%	13%	7%	3%
Explanation #	1	2	3	4	5

Explanations:

- 1 2018 Actual Performance Pay was less than Budget due to budgeted positions being vacant and the Company's performance being below targeted levels.
- 2 2019 Actual Performance Pay was less than Budget due to budgeted positions being vacant and the Company's performance being below targeted levels.
- 3 2020 Actual Performance Pay was more than Budget due to the Company's performance being above targeted levels.
- 4 2021 Actual Performance Pay was comparable to budget.
- 5 2022 Actual Performance Pay was comparable to budget.