
EXHIBIT B1

ASSET PURCHASE AGREEMENT

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Among

The Delaware County Regional Water Quality Control Authority,

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of September 17, 2019

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 17, 2019 (the “Effective Date”), is made and entered into by and among the Delaware County Regional Water Quality Control Authority, a body corporate and politic, organized under the Pennsylvania Municipal Authorities Act (the “Seller”), and Aqua Pennsylvania Wastewater, Inc., (the “Buyer”), a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania.

RECITALS:

WHEREAS, on the Effective Date, the Seller, acting by and through its board of directors, owns that certain sanitary wastewater collection and treatment system (the “System”) that provides sanitary wastewater service to various customers in Delaware County, Pennsylvania (the “Service Area”); and

WHEREAS, Buyer is a regulated public utility that furnishes wastewater service to the public in various counties throughout Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of the Seller herein, desires to purchase and acquire from the Seller, and the Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of the Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

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

ARTICLE I.

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified in this Agreement), shall have the meanings set forth in this Article I:

“**Acquired Assets**” has the meaning specified in Section 2.01.

“**Affiliate**” means, when used to indicate a relationship with a specified Person, a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which includes, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person is deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any

Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust is deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust is deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“Agreement” has the meaning ascribed thereto in the Preamble to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

“Assigned Contracts” has the meaning specified in Section 4.15.

“Assignment and Assumption Agreement” has the meaning specified in Section 13.02(c).

“Assumed Liabilities” has the meaning specified in Section 2.04(a).

“Authorizations and Permits” mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by the Seller that primarily relate directly or indirectly to the operation of the System, including those described in Schedule 4.14.

“Business Day” means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

“Buyer” has the meaning specified in the Preamble of this Agreement.

“Buyer Fundamental Representations” has the meaning specified in Section 8.01.

“Buyer Indemnified Persons” has the meaning specified in Section 8.02.

“CERCLA” means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

“Closing” means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated by this Agreement, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

“Closing Date” has the meaning specified in Section 13.01.

“Closing Effective Time” has the meaning specified in Section 13.01.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” means the agreement between Seller and Teamsters, Local 115 of Philadelphia, effective January 9, 2019 through January 9, 2022, as may be amended from time to time.

“Combined Sewer Overflow” or **“CSO”** means any discharge from the Seller’s Combined Sewer System at a CSO Outfall in the Combined Sewer System from which combined sewage and stormwater are discharged and so designated in the currently applicable Seller NPDES Permits.

“Combined Sewer System” means the portion of the Seller’s System designed to convey municipal sewage, wastewaters (domestic, commercial, and industrial) and stormwater runoff in the same system of pipes to a waste water treatment plant.

“Combined Sewer System Assets” means the assets of the System designed and constructed to collect and convey municipal sewage (i.e., domestic, commercial and industrial) and stormwater through a single pipe-system to a waste water treatment plant or CSO structures, including (i) wastewater collection pipes, pumping stations and other assets used for wastewater collection, (ii) stormwater drains, pipes, collection basins, pumping stations and all other stormwater drainage assets used for stormwater collection, and (iii) catch basins, inlets, pipes and all other stormwater lateral facilities, in each case that connect wastewater and surface stormwater drains to the combined sewer mains that discharge to the waste water treatment plant or CSO structures.

“Confidential Information” means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement, except that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, and that source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

“Consent Decrees” means all EPA and PaDEP consent decrees or corrective action plans currently issued to Seller.

“CSO Outfall” means an outfall in the Combined Sewer System from which combined sewage and stormwater are discharged and so designated in the currently applicable Seller NPDES Permit.

“Easements” means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties.

“Effective Date” has the meaning specified in the Preamble.

“Environment” means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

“Environmental Claims” means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

“Environmental Conditions” means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

“Environmental Liabilities” means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

“Environmental Requirements” mean all present Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term **“Environmental Requirements”** includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k (“RCRA”); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

“EPA” means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

“Equipment and Machinery” means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by the Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of the Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and Seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto. Notwithstanding the foregoing, “Equipment and Machinery” shall not include any Excluded Assets.

“Escrow Agent” has the meaning set forth in the Escrow Agreement.

“Escrow Agreement” has the meaning set forth in Section 3.01.

“Escrow Fund” has the meaning set forth in Section 3.01.

“Excluded Assets” has the meaning specified in Section 2.02.

“Excluded Liability” or **“Excluded Liabilities”** means all liabilities other than Assumed Liabilities.

“Files and Records” means all files and records of the Seller primarily relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records relating to the System, and whether stored on-site or off-site.

“Final Order” means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for rehearing, re-argument, reconsideration, clarification, rescission, amendment, or supersedeas of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority’s action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

“Governmental Approval” means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

“Governmental Authority” or **“Governmental Authorities”** means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or

instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP and the Seller.

“Hazardous Materials” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Requirements or which is classified as hazardous or toxic under applicable Environmental Requirements (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Indemnified Party” means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

“Indemnifying Party” means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

“Knowledge” or “knowledge” when used to qualify or limit a Party’s representations or warranties means the knowledge of such Party’s Representatives who are engaged in a material way in performing the functions of such Party with respect to which the representation made, after conducting reasonable investigation and inquiry with respect to the subject matter of the representation.

“Law” means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

“Liability Cap” has the meaning specified in Section 8.05(c).

“Lien” means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a “Lien” must be filed of record by the responsible Party in accordance with the terms of this Agreement.

“Loss” means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys’, consultants’ and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party’s rights under Article VIII, including, in the case of a direct claim by Buyer against Seller under Section 8.02(b), all of Buyer’s expenses paid or payable on or after July 16, 2019 to third parties in connection with the consideration, negotiation and performance of the terms of this Agreement (**“Buyer’s Transaction Expenses”**); *provided, however*, that **“Losses”** shall not include any cost or expense

incurred prior to the Effective Date (except for Buyer's Transaction Expenses) and shall not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.

"Material Adverse Effect," means a material adverse effect on the business, financial condition or results of operations of the System, except that no effect arising out of or in connection with or resulting from any of the following is deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes in those conditions; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which the Buyer has actual knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of the Buyer or its Representatives.

"Missing Easements" means, as of any particular date, each Easement that is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto) that either (a) has not been obtained by Seller and is for or used in connection with the operation of the System or (b) if such Easement has been obtained by Seller, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"Outside Date" means 365 days after the date the application to the PaPUC is accepted as complete by the PaPUC and the statutory 6-month consideration period is initiated, provided that if there is litigation pending on such date in which a party thereto seeks to prevent the consummation of the transaction described in this Agreement, or to frustrate a material term contained in this Agreement (specifically including, without limitation, litigation involving the proceedings before the PaPUC as contemplated by this Agreement,) the Outside Date will be extended to the date that is sixty (60) days following the unappealable resolution of any such litigation.

"Outstanding Indebtedness" means the indebtedness set forth on **Exhibit A**.

"Owned Real Property" has the meaning specified in Section 4.09.

"PaDEP" means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

"PaPUC" means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

“Party” means Buyer or the Seller and the term **“Parties”** means collectively Buyer and the Seller.

“PCB Equipment” means PCB equipment as defined in 40 C.F.R. Part 761.

“Permitted Liens” means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property as disclosed on Schedule 4.09; and (c) any encumbrances identified in the Title Commitment not identified in Buyer’s Objection Notice in accordance with the procedures and deadlines prescribed in Section 6.02(a).

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

“Personnel” means the union and non-union employees of the Seller.

“Purchase Price” has the meaning specified in Section 3.02.

“Real Property” has the meaning specified in Section 4.09.

“Regulated Asbestos Containing Material” means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

“Release” means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

“Remedial Action” means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term **“Remedial Action”** includes any action which constitutes (i) a “removal”, “remedial action” or “response” as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a “corrective action” as defined in RCRA, 42 U.S.C. § 6901 et seq.; (iii) a “response” or “interim response” as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103; or (iv) any activity performed pursuant to Pennsylvania’s Land Recycling Program, commonly known as Act 2.

“Representative” means, with respect to any Party, any director (including, in the case of Seller, any member of its board of directors), officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other

representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“**Schedules**” means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule shall be deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is reasonably apparent.

“**Seller**” has the meaning specified in the Preamble of this Agreement.

“**Seller Fundamental Representations**” has the meaning specified in Section 8.01.

“**Seller Indemnified Persons**” has the meaning specified in Section 8.03.

“**Seller’s Benefit Obligations**” means all material obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller’s Plans), that are owed, adopted or followed by the Seller. Seller’s Benefit Obligations also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132.

“**Seller’s Plans**” means each voluntary employees’ beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel and any employee benefit plans or any other retirement, profit sharing, stock option, stock bonus, deferred compensation (including any “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which the Seller is a plan sponsor or to which the Seller otherwise contributes or has contributed within the last six (6) years, or in which the Seller otherwise participates or has participated within the last six (6) years.

“**Seller NPDES Permits**” means the permits issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto.

“**Service Area**” has the meaning set forth in the recitals to this Agreement.

“**Supplies**” means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

“**System**” has the meaning specified in the recitals to this Agreement and shall include the Acquired Assets and exclude the Excluded Assets.

“**Taxes**” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social

security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Threshold Amount” has the meaning specified in Section 8.05(a).

“Title Commitment” has the meaning specified in Section 6.01.

“Title Company” has the meaning specified in Section 6.01.

“Title Policy” has the meaning specified in Section 2.03.

“Transferred Personnel” has the meaning specified in Section 7.03(a).

“UCC Search” has the meaning specified in Section 6.04.

“Unscheduled Real Property” has the meaning specified in Section 4.09.

“Utility Valuation Expert” means an expert that has applied and has been approved by the PaPUC and is currently, at the time of this Agreement, on the list of approved appraisers maintained by the PaPUC.

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets**

Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from the Seller and the Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests necessary for the operation of the System, including without limitation (i) good and marketable fees simple title to the Owned Real Property described and identified on Schedule 4.09 hereof, and (ii) all Easements, including without limitation those identified on Schedule 4.09;

(b) all sanitary wastewater related treatment, disposal, sludge receiving assets and conveyance facilities, including but not limited to the Seller's buildings, pipes, pipelines, treatment facilities, odor control stations, pumping stations, lift stations, holding tanks, storage tanks, plants, structures, improvements, fixtures, and all hereditaments, tenements and appurtenances belonging, appertaining or relating to the Acquired Assets;

(c) all contracts, licenses and leases identified on Schedule 4.15 to which the Seller is a party (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment;

(f) all prepaid expenses and security deposits;

(g) all Files and Records;

(h) the Combined Sewer System Assets;

(i) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under Law), including all Authorizations and Permits which are environmental permits, the Seller's NPDES Permits, other operating permits and those items listed or described on Schedule 4.14; and

- (j) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS.

Section 2.02. **Excluded Assets**

Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the "Excluded Assets"):

- (a) all contracts, licenses and leases that are not Assigned Contracts;
- (b) the seals, organizational documents, minute books, Tax returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related files or records;
- (c) cash (including any EDU fee cash received on or prior to the Closing Date) and cash equivalents, including accounts receivable and existing financial security guaranteeing installation of public improvements (including sewer facilities);
- (d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (e) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (f) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;
- (g) the assets, properties and rights specifically set forth on Schedule 2.02(g); and
- (h) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule.

Section 2.03. **Sale Free of Liens**

After Buyer fulfills its obligations pursuant to Section 3.02, the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by the Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens. Seller shall convey the Acquired Assets by appropriate special warranty or other deed (subject to Section 6.02(c)), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. With respect to the Owned Real Property, at Closing title to

the same shall be insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 below (the "Title Policy").

Section 2.04. **Assumption of Liabilities**

(a) On the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of the Seller (1) arising under the Seller's NPDES Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), (2) arising under the Collective Bargaining Agreement, (3) arising under the Consent Decrees and (4) arising out of or relating to the System or the Acquired Assets on or after the Closing Date, specifically described as the following:

(i) all liabilities and obligations under the Assigned Contracts and Authorizations and Permits;

(ii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur on or after the Closing;

(iii) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities attributable to the period beginning on the Closing Date; and

(iv) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) At the Closing, Buyer shall indemnify Seller against any obligations under the Assumed Liabilities in accordance with Section 8.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. **Further Assurances**

At any time and from time to time after the Closing Date, the Seller shall, upon the request of Buyer, and Buyer shall, upon the request of the Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the

System as provided herein, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

Section 2.06. Certain Transfers; Assignment of Contracts

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a), Section 2.06(b) and Section 12.01(c), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a “Nonassignable Asset”). Following the Closing, the Seller and Buyer shall use its commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; *provided, however*, that in no event shall Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half by Buyer and one-half by the Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and the Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as leasing/subleasing, licensing/sublicensing or contracting/subcontracting) to provide to the Parties the economic and, to the extent permitted under Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, the Seller shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 as an Assigned Contract as of the Effective Date, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 identifying such contract, and such contract shall thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) If, during the twelve (12) month period following the Closing Date, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

ESCROW; PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE

Section 3.01. Escrow Amount.

At Closing, Five Million Dollars (\$5,000,000) of the Purchase Price shall be deposited in escrow (the "Escrow Fund") with the Escrow Agent pursuant to an escrow agreement in the form of Exhibit B, by and among the Seller, the Buyer, and the Escrow Agent (the "Escrow Agreement") to provide for Seller's post-Closing obligations pursuant to Article VI. The Escrow Fund shall be released in accordance with the Escrow Agreement. After the Closing Date and notwithstanding any other provision of this Agreement, the Escrow Fund is Buyer's sole recourse with respect to providing for Seller's post-Closing obligations pursuant to Article VI.

Section 3.02. Purchase Price and Additional Consideration

The purchase price for the Acquired Assets shall be Two Hundred Seventy-Six Million Five Hundred Thousand Dollars (\$276,500,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall pay in full, fully fund or defease the total amount of Outstanding Indebtedness.

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.02(c) and after making the payments required in Sections 3.01 and 3.02(a), Buyer shall pay to the Seller by wire transfer of immediately available funds the balance of the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) Final Billing: The Parties agree that the Buyer is entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and the Seller is entitled to all such billings prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to credit the Purchase Price for the appropriate Party on the Closing Date.

Section 3.03. **Fair Consideration**

The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.04. **Transfer Taxes**

Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), shall be paid by Buyer. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes only the specified representations and warranties which are set forth in this Article IV.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller represents and warrants, as of the Effective Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 4.01. **Organization**

The Seller is duly organized and existing under the Municipal Authorities Act and incorporated by appropriate legal action by the Seller.

Section 4.02. **Power and Authority**

The Seller has (i) duly adopted the authorizing ordinance or resolutions authorizing the transactions contemplated herein, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the Seller of its obligations contained in this Agreement. The Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System and has the power and authority to enter into this Agreement and to do all acts and things and execute

and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

Section 4.03. **Enforceability**

This Agreement has been duly authorized, executed and delivered by the Seller and is a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 4.04. **No Conflict or Violation**

The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated by this Agreement and the performance by the Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Seller under (i) any Law or (ii) any agreement, instrument or document to which the Seller is a party or by which it is bound.

Section 4.05. **Consents and Approvals**

Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by the or the performance by the Seller of its obligations under this Agreement.

Section 4.06. **Undisclosed Liabilities**

Except as set forth in Schedule 4.06, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Acquired Assets, other than liabilities incurred in the ordinary course that could not reasonably be expected to have a Material Adverse Effect on Buyer. All of the Outstanding Indebtedness can be repaid or defeased by Seller and any security interests granted by Seller to secure its obligations pursuant thereto can be extinguished or terminated at or prior to the Closing pursuant to the contractual terms applicable to such Outstanding Indebtedness.

Section 4.07. **Absence of Certain Changes or Events**

Except as set forth on Schedule 4.07, since December 31, 2016, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and the Seller has operated and maintained the System since December 31, 2016 in the ordinary course.

Section 4.08. **Intentionally Excluded.**

Section 4.09. **Owned Real Property and Easements**

Schedule 4.09 identifies all of Seller's rights in and to real property, including fee interests ("Owned Real Property") and Easements (Owned Real Property and Easements are collectively referred to herein as "Real Property") Seller owns and/or uses in the operation of the System and identifies the nature of interest held in each item on Schedule 4.09. Except as disclosed on Schedule 4.09, the Seller does not lease (as lessee) any real property that is used in the operation of the System. There are no pending condemnation proceedings relating to any of the Owned Real Property or Easements nor has Seller actually received any written threats of any condemnation proceedings and, to the Knowledge of Seller, no such proceedings are threatened. The Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Owned Real Property or the Easements which has not been cured in all material respects and, to Seller's Knowledge, no such violations of Law exist. With respect to the Real Property (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Real Property held by third parties, (ii) Seller is in sole possession of the Real Property, and (iii) to Seller's Knowledge there are no encroachments either way across the boundary of the Real Property, nor any dispute with adjacent property owners over the location of boundaries or potential claims adverse to title.

Section 4.10. **Equipment and Machinery**

All Equipment and Machinery included in the Acquired Assets is set forth and otherwise described on Schedule 4.10. Except as set forth in Schedule 4.10, the Seller has good title, free and clear of all Liens (other than the Permitted Liens and Liens that will be released on or prior to Closing) to the Equipment and Machinery owned by Seller.

Section 4.11. **Employee Benefit Plans**

(a) Schedule 4.11(a) contains a true and complete list of all Seller's Plans and Seller's Benefit Obligations with respect to Personnel, including amounts owed to current or past employees for severance, unpaid and unused vacation pay or sick leave, or similar obligations. All such Seller's Plans and Seller's Benefit Obligations are in full force and effect and are in material compliance both as to form and operation, with applicable provisions of the Code, and any other Laws, and with any applicable collective bargaining agreement. To Seller's Knowledge, no event has occurred which has resulted or is likely to result in the imposition of any liability on the Seller under the Code or other Law with respect to any Seller's Plans or Seller's Benefit Obligations;

(b) Except as set forth in Schedule 4.11(b), with respect to the System, the Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any "multiemployer plan" within the meaning of Section 414(f) of the Code, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such multiemployer plan;

(c) Except as set forth on Schedule 4.11(c), Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any medical, health, life or other welfare plan or benefits for present or future terminated or current or future retired Personnel or their spouses or dependents, other than as required by COBRA, or any comparable state law, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such post-termination welfare benefits;

(d) The Seller is and has been in material compliance with the requirements of COBRA and is not subject to any excise tax under Code Section 4980B for the current or any prior taxable year; and

(e) Except as set forth in Schedule 4.11(e), Seller has not entered into any severance or similar arrangement with respect to any present or former Personnel that will result in any obligation (absolute or contingent) of Buyer to make any payment to any present or former Personnel following termination of employment, including the termination of employment effected by the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not trigger any severance or other obligation of Seller for which Buyer shall have any liability.

Section 4.12. **Seller's Personnel**

(a) Except as set forth on Schedule 4.12(a), Seller shall timely pay, or cause to be timely paid, to the Personnel as required under its policies and/or by Law for accrued but unused and unpaid vacation, sick leave and other benefits accrued as of the Closing Date.

(b) Seller has not, in the past five (5) years, effectuated:

(i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act ("WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the System; or

(ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the System; nor has the System been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law.

(c) None of the Personnel has suffered an "employment loss" (as defined in the WARN Act) during the previous six months.

Section 4.13. **Environmental Compliance**

Except as set forth in Schedule 4.13 or that otherwise could not be expected to have a Material Adverse Effect:

(a) To the Seller's knowledge, the System as currently operated by the Seller and all operations and activities conducted by the Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) To the Seller's knowledge, the Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Except as has been disclosed to Buyer on Schedule 4.13, the Seller has not received notice of any Environmental Claims related to the System that have not been fully

and finally resolved, and to the knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) To Seller's knowledge there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities which has not been appropriately resolved pursuant to applicable Environmental Requirements.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement except as has been disclosed by Seller to Buyer.

(f) Seller is not aware of any underground storage tanks on or at any of the Acquired Assets. To the Seller's knowledge, any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) Seller is not aware of any PCB Equipment on or at any of the Acquired Assets.

(h) Seller is not aware of any Regulated Asbestos Containing Material in or on the Acquired Assets.

(i) The Seller has delivered to Buyer (1) all material environmental site assessments pertaining to the System it is aware of, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years relating to compliance with Environmental Requirements by the System, and (3) all documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of the Seller.

Section 4.14. **Authorizations and Permits**

(i) Schedule 4.14 lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (ii) the Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) except as set forth on Schedule 4.14, the Seller is in compliance in all material respects with all terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect, and no proceeding is pending or, to the knowledge of the Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

Section 4.15. **System Contracts**

(a) Schedule 4.15 contains a complete and accurate list of all the Assigned Contracts.

(b) The Seller has made available to Buyer true and complete copies of all the foregoing Assigned Contracts.

(c) All of the Assigned Contracts specified in Schedule 4.15 are in full force and effect. Seller has not, nor to the knowledge of the Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause the Seller, or to the knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.16. Compliance with Law; Litigation

(a) The Seller has operated and is operating the System in compliance, in all material respects, with all Laws, Authorizations and Permits and is not in breach of any Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on the Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits listed in Schedule 4.14.

(b) Except as disclosed to the Buyer in the Disclosure Schedules (as those are updated pursuant to Section 9.03 below), there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against the Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of the Seller, threatened against the Seller prior to or at the Closing Effective Time, which will have a material adverse effect on the operations of the System. As of the Effective Date, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of the Seller, threatened against the Seller which could materially affect the validity or enforceability of this Agreement.

Section 4.17. Title to the Acquired Assets; Sufficiency

(a) Except as set forth on Schedule 4.17(a), the Seller has good and marketable title to, valid leasehold interest in or valid licenses to use, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or prior to Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.17(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties which are set forth in this Article V.

As a material inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to the Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 5.01. Organization

The Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

Section 5.02. Authorization and Validity of Agreement

The Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. This Agreement has been duly authorized, executed and delivered by the Buyer and constitutes a valid and legally binding obligation of the Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 5.03. No Conflict or Violation

The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

Section 5.04. Consents and Approvals

Schedule 5.04, sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations under this Agreement.

Section 5.05. Broker's and Finder's Fees

No broker, finder or third party is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

Section 5.06. **Financial Wherewithal**

Upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer shall have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC authorized, among things, to provide wastewater utility services to retail residential, commercial, public and industrial customers in the System.

Section 5.07. **Sufficient Funds**

Buyer shall have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable wastewater service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with the provisions of the Pennsylvania Public Utility Code, 66 Pa. C. S. § 101 *et seq.*, and Law.

Section 5.08. **Independent Decision**

Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters**

Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **Independent Investigation**

Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System

in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of the Seller expressly contained in Article IV of this Agreement.

Section 5.11. **Litigation**

The Buyer is not in breach of any Law that could have a material adverse effect on the operations of the System or the Buyer. Neither the Buyer nor any Affiliate of the Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which the Seller may not do business under Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. Except as set forth on Schedule 5.11, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Buyer, threatened against the Buyer prior to or at the Closing Effective Time, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

ARTICLE VI.

TITLE TO REAL ESTATE; EASEMENTS

Section 6.01. **Evidence of Title**

Subject to Section 6.06, with respect to each parcel of Owned Real Property, Buyer shall obtain, at its sole cost and expense, a commitment for an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006 (each, a "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"), having an effective date after the Effective Date. Promptly following the Effective Date, Buyer shall order the Title Commitments from the Title Company and shall provide Seller evidence of the same. Notwithstanding anything to the contrary in Section 6.02(a) below, Buyer may send an Objection Notice with respect to any parcel of Owned Real Property and the Title Commitment for the same if, within twenty (20) Business Days after the Effective Date (or, for Unscheduled Real Property, within twenty (20) Business Days after the discovery of the existence of the same), Buyer has not ordered the Title Commitment from the Title Company for such parcel of Owned Real Property and provided with Seller evidence of the same.

Section 6.02. **Objections to Title**

(a) **Notice of Objections.** Within thirty (30) days of Buyer's receipt from the Title Company of a Title Commitment for any of the parcels of Owned Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same, along with Buyer's notice to Seller of any of the exceptions to title set forth on Schedule B of such Title

Commitment to which Buyer objects (such notice of Buyer being referred to as the “Objection Notice”) provided such exceptions (a) are not Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, and (c) are not standard Title Company exceptions (such as the “survey” exception) (such exceptions objected to in the Objection Notice, provided the same are not as described in (a) through and including (c) aforesaid, being referred to as the “Title Objection Items”). Any Objection Notice shall include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same. If Buyer provides the Seller with an Objection Notice, the Seller shall use its commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record (individually, “Cure” and collectively, “Cured”) prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing all of the Title Objection Items Seller has Cured. After the Closing Date, Buyer shall assume the responsibility to Cure all remaining Title Objection Items as contemplated in, and subject to the terms of, the Escrow Agreement.

(b) Liens. Without limiting the Seller’s obligations pursuant to Section 6.02(a), prior to or as of the Closing, the Seller shall be obligated, at its sole cost and expense, to Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Buyer shall pay for any endorsements required by Buyer or any mortgagee of Buyer to Buyer’s Title Policy. If any survey is required by Buyer or its mortgagee, either as a condition to any endorsement or otherwise, Buyer shall pay to obtain the survey and all related costs and expenses. If Buyer obtains a survey of any Owned Real Property and if Buyer wants the deed to contain the legal description based on a survey, if the same is not identical to the legal description contained in Seller’s deed of record, Seller is not obligated to include the same in the deed to Buyer unless the survey is certified to Seller and such description is included in the deed on a “quitclaim” basis only and without warranty of title.

(d) License at Closing. Without limiting the Seller’s obligations pursuant to Section 6.02(a) or (b), Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller’s rights to access such Real Property in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII is an Insurable Claim (which, for purpose of clarity, shall exclude claims covered by the Escrow Fund per Section per this Article VI and Section 3.01), Buyer shall assert and pursue with reasonable diligence the Insurable Claim against the Title Company (which includes commencing litigation and diligently prosecuting the Insurable Claim to judgment) before pursuing a Claim for Losses under Article VIII. Following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a “Non-Favorable Judgment”), Buyer may, following such Non-Favorable Judgment, pursue Seller with a Claim for Losses under Article VIII (any Claim against Seller following an attempted Insurable Claim against the Title Company is a “Residual Title Claim”). Notwithstanding anything to the

contrary in Article VIII, Buyer must assert a Claim for Losses based upon a Residual Title Claim within sixty (60) day of the Non-Favorable Judgment. For purposes of this Section 6.02(e), an “Insurable Claim” means a Claim that: (i) arises out of Buyer’s discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing Date that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) is a claim against the Title Company under the Title Policy. Buyer acknowledges that any Claims that it could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property is included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(d) of first pursuing the same as an Insurable Claim.

Section 6.03. **Title Expenses**

Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, all costs and expenses of obtaining the Title Commitment, Title Policy and any survey shall be paid by Buyer.

Section 6.04. **UCC Search; Releases**

Not later than sixty (60) days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of the Commonwealth of Pennsylvania and the Recorder of Deeds for Delaware County, Pennsylvania (the “UCC Search”). On or prior to the Closing Date, Seller shall at its sole cost and expense obtain releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens. The form of the releases of such security interests shall be provided by the Seller to Buyer on or prior to the Closing Date.

Section 6.05. **Easements**

(a) Promptly after the Effective Date and prior to the Closing, the Buyer shall, at its sole cost and expense, cause an abstractor selected by the Buyer (the “Abstractor”), to perform, at the Buyer’s sole cost and expense, a search of the public land records of Delaware County, based on the Seller’s records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of the Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on any and all recorded Easements (including information related to any Liens or encumbrances on Seller’s title thereto), and (ii) together with the Seller, identify all Missing Easements. During such process, as the Abstractor provides written search results to Buyer for each Easement, the Buyer will promptly provide the same to Seller, and, without limiting the foregoing, the Buyer shall, or shall cause the Abstractor to, provide Seller with periodic updates on the status of the activities set forth in the previous sentence.

(b) Notice of Objections. Within thirty (30) days of Buyer’s receipt from the Abstractor of the information described in subsection (a) above for each Easement, Buyer shall deliver to Seller an Objection Notice identifying the encumbrances on the Easements that are unacceptable to Buyer, provided such exceptions are not Permitted Liens (an “Easement Objection Notice”). If the Buyer provides the Seller with an Easement Objection Notice, the

Seller shall use its commercially reasonable efforts to have such objections Cured, prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing all of the objection items identified in the Easement Objection Notice that Seller has Cured. After the Closing Date, Buyer shall assume the responsibility to Cure all remaining objection items identified in the Easement Objection Notice as contemplated in, and subject to the terms of, the Escrow Agreement.

(c) If during the process of Abstractor's review and investigation of Delaware County's land records, Buyer determines, based on the Abstractor's investigation, that there is a Missing Easement, the Seller shall use its commercially reasonable efforts (including, if requested by Buyer, the use of its power of condemnation) to obtain any such Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and conditions of this Agreement. Prior to Closing, all costs and expenses incurred in connection with obtaining each Missing Easement (including any consideration payable to the landowner in connection with condemnation, in lieu of condemnation or otherwise to obtain Missing Easements) shall be paid by the Seller. If Seller has not obtained all Missing Easements by the date that is ninety (90) days after the date that Abstractor has completed his review of the County land records and delivered the last results of the same to Seller (the "Abstract Completion Date"), then the Seller shall, as soon as reasonably practicable after a request from Buyer, commence and file in the Court of Common Pleas, Delaware County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements it can prior to Closing. For the purposes of clarity, upon obtaining each Missing Easement (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by the Seller shall be considered an Easement. After the Closing Date, Buyer shall obtain all remaining Missing Easements as contemplated in the Escrow Agreement.

Section 6.06. Unscheduled Property

The Parties acknowledge that the Seller may own interests in or have the legal right to use or occupy the Real Property that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.09 (the "Unscheduled Real Property"). If the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall give notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property, with no adjustment to the Purchase Price, in such a manner as to provide Buyer with reasonable assurances that Buyer shall have the right to use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.

OTHER AGREEMENTS

Section 7.01. Taxes

Except as hereinafter provided, the Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing Date.

Section 7.02. **Cooperation on Tax Matters**

The Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

Section 7.03. **Personnel Matters**

(a) Buyer shall offer employment effective on the Closing Date, to all active Personnel set forth in Schedule 7.03(a) who are employed by Seller in operating the System as of the Closing Date, subject to Buyer's existing standard hiring policies and procedures applicable to new employees, including but not limited to, a criminal background check and drug screening of all Personnel, except with respect to benefits as otherwise provided in Section 7.03(c). The active Personnel who accept such offer of employment and commence employment with Buyer on the Closing Date, shall be referred to in this Agreement as the "Transferred Personnel." For purposes of clarity, nothing contained in this Section 7.03 shall be deemed to limit, restrict or prohibit Buyer from interviewing the applicable Personnel for informational purposes only in connection with the transfer of employment of the Personnel to Buyer as provided in this Section 7.03. In addition to the foregoing, Buyer shall have the option of making the required offer of employment at such time to permit Buyer to require such offerees' decision to accept or reject such offers at least three (3) months prior to a projected Closing Date to permit Buyer to ensure the adequate staffing of the System upon Closing. Accordingly, Buyer shall have no obligation to permit offers to remain outstanding beyond the date that is projected to be (3) months prior to Closing.

(b) Subject to Law, Transferred Personnel shall be employees-at-will of Buyer. Buyer shall provide each of the Transferred Personnel compensation and benefits which are at least substantially comparable to, in the aggregate, to Seller's compensation and benefits as of the Effective Date (including paid vacation and sick time benefits). Nothing contained in this Section 7.03(a) shall constitute an amendment of, or an undertaking to amend, any employee benefit plans, programs or arrangements maintained by Buyer or its Affiliates or is intended to prevent Buyer or its Affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with the terms thereof.

(c) Subject to the obligations of Seller under Law, Buyer's rights and obligations set forth in Section 7.03, and the Buyer's applicable employee benefit plan documents, with respect to employee benefit plans maintained by Buyer for the benefit of its employees (*i.e.*, paid vacation leave, Buyer's 401k savings plan), effective as of the Closing, Buyer shall recognize the Transferred Personnel's length of service with the Seller as if such service were with Buyer for eligibility and vesting under Buyer's then existing employee benefit plans and programs.

(d) Subject to Law, effective as of the Closing, the Transferred Personnel shall cease active participation in the Seller's Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Plans that are incurred by Transferred Personnel prior to the Closing Date. Subject to Law, Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Personnel prior to

Closing. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers compensation insurance benefits, on the event giving rise to such benefits, (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided, (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Personnel participates.

(e) This Section 7.03 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.03, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.03. The Parties acknowledge and agree that the terms set forth in this Section 7.03 shall not create any right in any Transferred Personnel or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict Buyer in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Personnel. Nothing contained in this Section 7.03 shall constitute an amendment of, or an undertaking to amend, any employee benefit plan, program or arrangement maintained by Buyer or its Affiliates or is intended to prevent Buyer or its Affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with its terms.

(f) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Buyer will not acquire any asset, or assume any liability or obligation in connection with the transactions contemplated by this Agreement relating to any of the Seller's Plans or Seller's Benefit Obligations. Seller shall be solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Plans, Seller's Benefit Obligations, both prior to, and after, the Closing Date, except as provided in Section 7.03(c).

(g) No later than the Closing Date, Seller shall transfer all records pertaining to the employment of the Transferred Personnel to Buyer including, but not limited to, all personnel and human resources Files and Records.

(h) At Closing, Buyer shall assume all obligations related to the Collective Bargaining Agreement.

Section 7.04. **Rates**

(a) **Rates**. Buyer shall implement Seller's sanitary wastewater rates then in effect at Closing, as reflected on Schedule 7.04(a) ("Seller Base Rates"), until the Buyer's next base rate case proceeding following Closing. The Buyer may apply PaPUC permitted or required surcharges or pass-through costs (e.g., Distribution System Improvement Charge and/or State Tax Adjustment Surcharge) to the Seller Base Rates after Closing.

(b) The rate provisions of Sections 7.04(a) shall be part of the Buyer's requested PaPUC Governmental Approval.

Section 7.05. **Buyer Taxpayer**

From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, the Buyer will be subject to, among other Taxes, real estate Taxes, which shall be paid by Buyer.

Section 7.06. **PaPUC Approval**

(a) Promptly after the Effective Date, Buyer covenants and agrees to timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist the Buyer in proceedings before the PaPUC. Seller shall intervene in the proceedings before the PaPUC in support of the application for all necessary approvals from the PUC. Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in Section 1329(a) of Title 66 of the Pennsylvania Consolidated Statutes shall be utilized and filed with the PaPUC as contemplated by Section 1329(c) of Title 66 of the Pennsylvania Consolidated Statutes. Buyer and Seller hereby agree that the fees and expenses related to the mutually agreed upon licensed engineer that will conduct the engineering assessment for the application to the PaPUC shall be borne fifty percent (50%) by the Buyer and fifty percent (50%) by the Seller.

(b) Buyer, in Buyer's first base rate proceeding with respect to the System following the Closing, shall propose the use of statutory and regulatory mechanisms available to benefit the Buyer's acquired customers for ratemaking purposes, including the proposed utilization of 66 Pa. C.S. Section 1311(c) with respect to the Acquired Assets.

Section 7.07. **Remedies for Breach of Article VII Agreements**

In the event of a breach by Buyer of any of the covenants and agreements set forth in this Article VII, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller may commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.08. **MS4 Systems**

The Buyer and Seller shall cooperate in the future on projects where the Buyer elects to or is mandated by Law to separate the storm water and waste water flows on certain segments of the Combined Sewer System, with the Buyer retaining the waste water assets and contributing the storm water assets to the municipality in which such storm water assets are situated or to the municipal authority having responsibility for storm water assets in such municipality. All costs and expenses associated with such separation of the storm water and waste water flows on certain segments of the Combined Sewer System shall be paid by the Buyer.

Section 7.09. **Utility Valuation Experts**

Buyer and Seller agree that each will be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation

Expert's appraisal report and any additional work by their respective Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

Section 7.10. **Future Plant**

Following Closing, Buyer shall, in good faith, use commercially reasonable efforts, to utilize local qualified contractors in the performance of its capital plan with respect to the Acquired Assets.

Section 7.11. **Operations Center**

On the Closing Date, and for a period of at least 25 years thereafter, Buyer shall maintain an operations center in the City of Chester consisting of various managers, customer service representatives, and operators of Buyer's southeastern Pennsylvania wastewater division.

Section 7.12. **Covenant Survival**

The covenants set forth in this Article shall survive Closing.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01. **Survival**

All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of the Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority) and Section 4.03 (Enforceability) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law. The covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof shall survive indefinitely or until the latest date permitted by Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

Section 8.02. **Indemnification by the Seller**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, the Seller agrees to indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the “Buyer Indemnified Persons”), from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of the Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller prior to the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any material breach or material nonfulfillment of any of the covenants or agreements of the Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller prior to the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

Section 8.03. **Indemnification by Buyer**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Buyer agrees to defend, indemnify and hold harmless the Seller and its successors and Affiliates and each of their respective employees, officers, directors and agents (the “Seller Indemnified Persons”) from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by the Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer’s actions involving Environmental Requirements, Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

Section 8.04. **Indemnification Procedure**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a “Third Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt notice thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving

notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel (which counsel shall be reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, *provided*, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such

offer, the Indemnifying Party shall give prompt notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a “Direct Claim”) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt notice thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. Limitations on Indemnification Obligations

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons is entitled to indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds 1% of Purchase Price (the “Threshold Amount”), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons is entitled to indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this

Agreement exceeds the Threshold Amount, in which case Buyer shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer Indemnified Parties are only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which shall not be limited by this Section 8.05(c)) up to the aggregate amount of 5% of Purchase Price (the “Liability Cap”), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations or in the case of fraud, intentional misrepresentation or willful misconduct which shall not be subject to the Liability Cap, but shall be capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds actually received and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 7.07, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party hereto and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) shall limit any Person’s right to seek and obtain any equitable relief and/or specific performance to which any Person is entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach**

The Seller shall not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had actual knowledge of such inaccuracy or breach prior to the Closing.

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER

Section 9.01. **Operation of the System**

Except as otherwise expressly permitted by this Agreement, as required by Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, the Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all material respects with all Laws and Authorizations and Permits, (iii) maintain the Personnel (unless any Personnel is terminated for cause), and (iv) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of the Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller and the System including, but not limited to, the land development agreements in existence as of the Effective Date which such agreements shall not be materially amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld or delayed.

Section 9.02. **Cooperation**

The Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 9.03. **Supplements and Updates**

The Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. Within three (3) Business Days of having Knowledge of the same, the Seller shall advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

Section 9.04. **Consents and Approvals**

Promptly after the execution of this Agreement, or as required by Law, except as provided in Section 7.06 or otherwise expressly provided herein, the Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as set forth on Schedule 4.05. The Seller shall also promptly provide all information that any Governmental

Authority may require in connection with any such application or report. The Seller shall use its commercially reasonable efforts to obtain each consent, waiver, authorization or approval of any kind from any Person in connection with the transactions contemplated hereby. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and the Seller may still mutually agree to proceed to the Closing.

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Buyer covenants and agrees to comply with the following provisions:

Section 10.01. Actions Before the Closing Date

Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use commercially reasonable best efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. Consents and Approvals

Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

Section 10.03. Cooperation

Buyer shall reasonably cooperate with the Seller and their employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

Section 10.04. Supplements and Updates

Buyer shall promptly deliver to the Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, Buyer shall advise the Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligation of the Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by the Seller in its sole discretion:

Section 11.01. **Consents and Approvals**

Receipt of all required material, consents, waiver, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 5.04, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired).

Section 11.02. **Representations and Warranties of Buyer**

The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and the Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

Section 11.03. **PaPUC Approval**

PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. if a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to the Closing.

Section 11.04. **No Injunctions**

Neither the Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 11.05. **Performance of the Obligations of Buyer**

Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and the Seller shall have received a certificate to that effect from Buyer dated the Closing Date.

Section 11.06. **Deliveries by Buyer**

Buyer shall have made delivery to the Seller of the documents and items specified in Section 13.03 herein.

Section 11.07. **No Material Adverse Effect**

There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

Section 12.01. **Consents and Approvals**

(a) Receipt of all required material, consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 4.05, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired); and

(b) Approval by Seller for: (i)(A) defeasance and redemption of any outstanding bonds issued by the Seller on the System included in the Outstanding Indebtedness and (B) discharge of any other outstanding debt issued to the Seller and payable to any current lender and (ii) applying any funds related funds held in any construction fund or account under any indenture(s) being held by the Seller or any lender to the Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt).

(c) Notwithstanding Section 2.06, the Assigned Contracts set forth on Schedule 12.01(c), shall be amended on terms acceptable to Buyer in its reasonable discretion.

(d) Except to the extent that such failure results from an event otherwise covered under Section 8.02(b), the failure to obtain any of the consents or approvals referenced in subsections (a) or (c) above shall not give rise to indemnification pursuant to Article VIII by either Party, nor shall it subject either Party to any of the indemnification obligations therein.

Section 12.02. **Representations and Warranties of Seller**

The representations and warranties made by the Seller in Article IV this Agreement (disregarding all "materiality" and "Material Adverse Effect" or similar qualifications contained therein) shall be true and correct on and as of the Closing Date (except for representations and

warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and the Buyer shall have received a certificate to that effect from the Seller dated as of the Closing Date.

Section 12.03. **PaPUC Approval**

PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to the Closing.

Section 12.04. **No Injunctions**

Neither the Seller or Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 12.05. **No Material Adverse Effect**

There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

Section 12.06. **Deliveries by Seller**

Seller shall have made delivery to Buyer of the documents and items specified in Section 13.02 herein.

Section 12.07. **Performance of the Obligations of Seller**

Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

ARTICLE XIII.

CLOSING

Section 13.01. **Closing Date**

The Closing shall take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. eastern standard time on the earliest agreed upon date or within twenty (20) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and the Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the

“Closing Date”). The Closing shall be effective at 12:01 a.m., eastern time, on the Closing Date (the “Closing Effective Time”).

Section 13.02. **Deliveries by Seller**

At the Closing, the Seller shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

(a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached hereto as **Exhibit C**;

(b) Possession of the Acquired Assets, including without limitation, the Owned Real Property, the Easements, including a license from Seller to Buyer;

(c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the “Assignment and Assumption Agreement”), in the form attached hereto as **Exhibit D**;

(d) A duly executed counterpart to the Escrow Agreement;

(e) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder;

(f) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer and Seller transferring fee simple title of Owned Real Property and an instrument of assignment, transfer or other conveyance of Seller’s interests in and to all Easements in form reasonably acceptable to Buyer and Seller;

(g) Copies or originals of all Files and Records, materials, documents and records in possession of the Seller relating to the Real Property or the Assigned Contracts;

(h) Certificate of the Seller pursuant to Section 12.02 of this Agreement;

(i) Certificate of the Seller pursuant to Section 12.07 of this Agreement;

(j) Any documents duly executed by Seller required by the Title Company to issue final owner’s title policies in accordance with the procedures set forth in Article VI; and

(k) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

Section 13.03. **Deliveries by Buyer**

At the Closing, Buyer shall have delivered or caused to be delivered to the Seller the following agreements, documents and other items:

- (a) Payment in full of the Purchase Price;
- (b) A duly executed counterpart to the Assignment and Assumption Agreement;
- (c) A duly executed counterpart to the Escrow Agreement;
- (d) Certificate of Buyer pursuant to Section 11.02 of this Agreement;
- (e) Certificate of Buyer pursuant to Section 11.05 of this Agreement;
- (f) Evidence of PaPUC approval as provided in Section 12.03;
- (g) Instruments of assumption of Seller's interests in and to all Easements in form reasonably acceptable to Buyer and Seller per Section 13.02(e); and
- (h) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.

TERMINATION

Section 14.01. Events of Termination

This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

- (a) By the mutual consent of the Seller and the Buyer;
- (b) By either the Seller or the Buyer, upon notice, if:
 - (i) the Closing does not occur on or prior to the Outside Date, except the Buyer shall have the one-time right to extend the Outside Date for up to one hundred twenty (120) days if, in the Buyer's sole discretion, any such amount of time up one hundred twenty (120) is necessary to obtain a required Governmental Approval; or
 - (ii) any Governmental Authority issues an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action becomes final and non-appealable; provided, however, that the Party seeking termination pursuant to this clause (b) is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;
- (c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Buyer pursuant to the terms of this Agreement or of any representation or warranty of the Buyer contained in this Agreement, which breach (i) has continued without cure

for a period of sixty (60) days following notice thereof by the Seller to the Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing); or

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

This Agreement may not be terminated after the Closing.

Section 14.02. **Effect of Termination**

If this Agreement is terminated by Seller or Buyer pursuant to Section 14.01, notice thereof will be given promptly to the other and all further obligations of the Parties terminate without further action by either Party and without liability or other obligation of either Party to the other Party hereunder, except that no Party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach of this Agreement.

ARTICLE XV.

MISCELLANEOUS

Section 15.01. **Confidentiality**

Except as and to the extent required by Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party shall, directly or indirectly, disclose or use (and no Party shall permit its representatives to disclose or use) any Confidential Information with respect to the other Party furnished, or to be furnished, by such other Party or its shareholders, directors, officers, agents, or Representatives to the other Party or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements**

Subject to Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements by one Party shall be subject to review and approval by the

other Party prior to issuance, such approval not to be unreasonably withheld, conditioned or delayed.

Section 15.03. **Notices**

All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of the Seller:

Attention:

DELCORA
100 East Fifth Street
Chester, PA 19013
Attention: Executive Director

with a copy to:

DELCORA
100 East Fifth Street
Chester, PA 19013
Attention: Solicitor

in the case of the Buyer:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: President

with a copy to:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: General Counsel

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval is deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time or place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 15.04. **Headings**

The article, section and paragraph headings in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.

Section 15.05. **Severability**

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

Section 15.06. **Entire Agreement**

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

Section 15.07. **Amendments; Waivers**

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

Section 15.08. **Parties in Interest; Third Party Beneficiary**

Except as hereinafter provided, this Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

Section 15.09. **Successors and Assigns**

Neither Party to this Agreement may assign any right or delegate any performance under this Agreement without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.

Section 15.10. **Governing Law; Jurisdiction**

The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Delaware County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Delaware County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance**

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

Section 15.12. **Counterparts; Facsimile Execution**

This Agreement may be executed in any number of counterparts which, taken together, is one and the same agreement. This Agreement becomes effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.


DELAWARE COUNTY WATER QUALITY
CONTROL AUTHORITY

By: 

Printed: Robert J. Willert

Its: Executive Director

ATTEST:

By: 
Name: Robert J. Boland
Its: Vice Chairman.


AQUA PENNSYLVANIA WASTEWATER, INC.

By: 

Printed: Marc A. Lucca

Its: President

ATTEST:

By: 
Name: Matthew Rhodes
Its: Executive Vice President

February 28, 2020

ASSET PURCHASE AGREEMENT

By and Between

The Delaware County Regional Water Quality Control Authority,

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

SCHEDULES AND EXHIBITS

Capitalized terms used in the Schedules which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The Schedules are to be read in their entirety. Nothing in the Schedules is intended to broaden the scope of any representation or warranty in the Agreement. The disclosure of any item, explanation, exception or qualification in any Schedule is disclosure of that item for all purposes for which disclosure is required under the Agreement when it is reasonably apparent from the context that such item, explanation, exception or qualification also relates to another Schedule irrespective of whether any cross reference is made or no Schedule is provided with respect to a representation. Other than as expressly set forth herein or when the Schedules reference agreements or other matters not documented in a separate writing, all descriptions of agreements, written materials or other matters appearing herein, are summary in nature and are qualified by reference to the complete documents, which have been supplied to the Buyer or its counsel.

EXHIBIT A

Outstanding Indebtedness as of August 14, 2019

| Obligation | Principal Outstanding¹ |
|---|--|
| Sewer Revenue Bonds, 2007 Series | \$11,005,000 |
| Sewer Revenue Bonds, 2015 Series | \$36,205,000 |
| Sewer Revenue Bonds, 2016 Series | \$52,885,000 |
| Sewer Revenue Bonds, 2017 Series | \$32,275,000 |
| Pennsylvania Infrastructure Investment Authority "Pennvest" Note | \$5,611,617 |
| Pension Payment | Approximately \$3,200,000 ² |

¹ The principal amount outstanding noted herein currently excludes any interest to call date or escrow earnings earned on the Sewer Revenue Bonds, 2007 Series, 2015 Series, 2016 Series and 2017 Series. Such amounts will be updated to reflect current interest and earnings prior to closing.

² Current as of December 31, 2019.

Schedule 2.02(g)

Excluded Assets

None

Schedule 4.05

Required Consents and Approvals

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. PaPUC Approval of Consent to Assignment and Amendment to Sewer Service Agreements and Related Amendments
3. Pennsylvania Department of Environmental Protection (“PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP Approval of Transfer of All NPDES and WQM Permits

Schedule 4.06

Seller Liabilities

None

Schedule 4.07

Events Having a Material Adverse Effect

None

Schedule 4.09

Real Property and Easements; Liens

Owned Real Property:

- 5th and Welsh Streets, Chester, Pennsylvania 19013
- 3201-27 W. Front Street, Chester, Pennsylvania 19013
- 113 N. 2nd Street (at Dock), Chester, Pennsylvania 19013
- Delaware Avenue & Broomall Street, Chester, Pennsylvania 19013
- 87 W. 8th Street, Chester, Pennsylvania 19013
- 1700 Calcon Hook Road, Sharon Hill, Pennsylvania 19079
- 401 Penn Street, Marcus Hook, Pennsylvania 19061
- 6 Walnut Street, Marcus Hook, Pennsylvania 19061
- Market Street and W. Delaware Avenue, Marcus Hook, Pennsylvania 19061
- 801 S. Sellers Avenue, Ridley Park, Pennsylvania 19078
- 100 Amosland Road, Norwood, Pennsylvania 19074
- 2432 Concord Road, Chester, Pennsylvania 19013
- 718-20 and Rear of Eddystone Avenue, Eddystone, Pennsylvania 19022
- Smith Street, Trainer, Pennsylvania 19061
- 3607 Post Road, Trainer, Pennsylvania 19061
- 18 North Longpoint Road, Rose Valley, Pennsylvania 19063
- 605-607 W. Brookhaven Road, Rose Valley, Pennsylvania 19065
- Old Mill Lane, Rose Valley, Pennsylvania 19065
- 8-9 Longpoint Lane, Rose Valley, Pennsylvania 19065
- 27-32 Forestview Road, Rose Valley, Pennsylvania 19065
- 18 North Longpoint Road, Rose Valley, Pennsylvania 19063
- 1 Gamble Lane, Aston, Pennsylvania 19014
- 960 Pocopson Road, Chadds Ford, Pennsylvania 19317
- Pratt Lane, Pocopson, Pennsylvania 19366
- 48 Bridle Way, Edgmont, Pennsylvania 19028
- 30 Dream Valley Drive, Edgmont, Pennsylvania 19028
- Seaport Drive, Chester Pennsylvania 19013
- Indenture dated February 6, 2012 by CSMI, LLC, as Grantor, and DELCORA, as Grantee, for the premises located at Delaware County Tax Folio No. 49-03-00740-00 (part of), recorded in the Office of the Recorder of Deeds for Delaware County on April 27, 2012 at instrument number 2012025753
- Special Warranty Deed dated November 17, 2017 by Covanta Delaware Valley, LP, as Grantor, and DELCORA, as Grantee, for the premises located at Delaware County Tax Folio No. 49-11-01310-90 (part of), recorded in the Office of the Recorder of Deeds for Delaware County on November 22, 2017 at instrument number 2017062476
- Deed of Dedication of Sanitary Sewer Line dated November 16, 2006 by Crozer Hills Homeownership, LLC, as Grantor, and DELCORA, as Grantee recorded in the Office of the Recorder of Deeds for Delaware County on December 29, 2006, at PH 12:54
- Deed of Dedication – Sanitary Sewer Facilities dated July 18, 2013 between DPG LP VIII Seaport P1 LP, as Grantor, and DELCORA, as Grantee, for a portion of the premises located at Delaware County Folio Number 49-10-00603-02, recorded in the Office of the Recorder of Deeds for Delaware County on January 28, 2014 at RD BK05457-1955

- Deed of Dedication – Sanitary Sewer Facilities dated July 18, 2013 between Rivertown Developers, LP as Grantor, and DELCORA, as Grantee for a portion of the premises located along Seaport Drive in Chester, PA, recorded in the Office of the Recorder of Deeds for Delaware County on January 28, 2014 at RD BK05457-1947
- Indenture dated December 1983 between Chester Township Sewer Authority to Chester Township (recording details not provided)
- Deed dated July 19, 1993 from the Borough of Eddystone to DELCORA for the real property at 8th and Eddystone Avenue, Eddystone Borough, Delaware County, PA
- Deed of Dedication – Sanitary Sewer Easements dated October 1, 2005 by and among Toll PA VI, L.P., The Preserve at Chadds Ford Community Association, Inc., and Pocopson Township, granting to the Township sanitary sewer easements constructed by Toll within The Preserve at Chadds Ford (affecting part of UPI No. 63-3-84.1)
- Deed of Dedication – Sanitary Sewer Easements dated December 23, 2009 and effective March 1, 2010 by and among Toll PA XI, L.P., Riverside at Chadds Ford Community Association, Inc., and Pocopson Township, granting to the Township sanitary sewer easements constructed by Toll within The Riverside at Chadds Ford (affecting part of UPI No. 63-4-144)
- Deed between the Borough of Eddystone and DELCORA dated July 19, 1993 for part of Folio #18-00-00161
- Special Warranty Deed between Southwest Delaware County Municipal Authority and DELCORA granting to DELCORA Folio # 02-00-02914-01 and 02-00-02914-04; later subject to a Correction Special Warranty deed dated June 26, 2017 correcting the legal description
- Indenture dated June 11, 1976 between the City of Chester and DELCORA transferring lands of the Chester City (recording details not provided)
- Indenture dated July 22, 1980 between Muckinpaten Authority and DECORA transferring lands of Muckinpaten Authority (recording information not provided)

Easements:

- Facilities Easement dated November 26, 2014 between the City of Chester and DELCORA formally acknowledging and memorializing the City's grant of easement and right of way to DELCORA for utility facilities consisting of a forty-eight inch (48") force main pipe under City-owned property consisting of Boothe Street, 3rd Street, Concord Avenue, 2nd Street and Dock Street, recorded in the Office of the Recorder of Deeds for Delaware County on December 3, 2014 at instrument number at AM11:17
- Access Easement Agreement dated November 17, 2017 by Covanta Delaware Valley, LP, as Grantor, and DELCORA, as Grantee, for the premises located at Delaware County Tax Folio No. 49-11-01310-90 (part of), recorded in the Office of the Recorder of Deeds for Delaware County on November 22, 2017 at instrument number 2017062477
- Assignment of Easement and Pipeline Repair Agreement, dated 2011 between Kimberly-Clark Pennsylvania, LLC, as Assignor, and DELCORA, as Assignee, assigning Kimberly-Clark's interest in a 30 inch pipeline and pipeline easement across lands owned by Chester City
- Easement and Right of Way Agreement dated 2004 (unexecuted) between Darby Creek Joint Authority and DELCORA, granting to DELCORA a permanent right of way easement for construction and maintenance of a security fence upon the Authority's property at Calcon Hook Road and Tribbett Avenue, Darby Township, Delaware County (Folio Number 15-00-02051-00)
- License and Right of Way Entry Agreement Number 068379 dated June 1, 2010 between the Commonwealth of Pennsylvania, Department of Transportation (as Licensor) and DELCORA (as Licensee) whereby PennDOT granted to DELCORA a revocable license to construct a facility along State Route 0291 in Chester City, Delaware County as shown on the plans entitled "Easement Plan for Pennsylvania Department of Transportation" dated April 24, 2009

- Agreement dated December 16, 2003 between Fiore Peticca and DELCORA with respect to shared maintenance of a lateral line transmitting waste water from Fiore Peticca's property.
- Right of Way Agreement dated January 26, 1979 between Darby Creek Joint Authority and DELCORA granting DELCORA a right of way through Darby Creek Joint Authority property
- Easement Agreement dated April 3, 2000 between DELCORA and American Ref Fuel Company of Delaware Valley, L.P. ("ARF") containing mutual easements to permit DELCORA to construct and use an access road through the lands of ARF and to grant ARF a utility easement through the lands of DELCORA, adjacent parcels located at Front and Highland Streets in Chester, Pennsylvania
- Assignment of Easements dated June 29, 2009 by Borough of Rose Valley to DELCORA, with respect to (i) Deed of Easement dated October 16, 1985, from Thomas J. Conroy to the Borough of Rose Valley, recorded in Volume 295, Page 1829; (ii) Deed of Easement dated October 23, 1985 from Thomas J. Conroy to the Borough of Rose Valley, recorded in Volume 295, 1844; and (iii) Deed of Easement dated September 4, 1971 from Robert D. Honeyford to the Borough of Rose Valley, recorded in Volume 2411, page 981.
- Right of Way Agreement dated January 8, 2010 by which Brett Roe granted to DELCORA a permanent sanitary sewer easement and right of way situate at 208 W. 2nd Street, Chester City, Delaware County, Pennsylvania (Folio # 49-06-00010-00)
- Right of Way Agreement dated January 8, 2010 by which Roe Properties LLC granted to DELCORA a permanent sanitary sewer easement and right of way situate at 419 W. 2nd Street, Chester City, Delaware County, Pennsylvania (Folio #49-06-00077-00)
- Right of Way Agreement dated January 8, 2010 by which Roe Properties LLC granted to DELCORA a permanent sanitary sewer easement and right of way situate at 421 W. 2nd Street, Chester City, Delaware County, Pennsylvania (Folio #49-06-00078-00)
- Right of Way Agreement dated January 8, 2010 by which Roe Properties LLC granted to DELCORA a permanent sanitary sewer easement and right of way situate at 611 W. 2nd Street, Chester City, Delaware County, Pennsylvania (Folio #49-07-00130-00)
- Right of Way Agreement dated December 7, 2009 by which Jimmie L. Bowman granted to DELCORA a permanent sanitary sewer easement and right of way situate at 2603 W. Second Street, Chester City, Delaware County, Pennsylvania (Folio #49-11-00130-00)
- Right of Way Agreement dated December 7, 2009 by which Jimmie L. Bowman granted to DELCORA a permanent sanitary sewer easement and right of way situate at 2617 W. Second Street, Chester City, Delaware County, Pennsylvania (Folio #49-11-00132-00)
- Right of Way Agreement dated December 7 by which Jimmie Bowman granted to DELCORA a permanent sanitary sewer easement and right of way situate at 2601 W. Second Street, Chester City, Delaware County, Pennsylvania (Folio #49-11-00129-00)
- Right of Way Agreement dated December 22, 2009 by which Marvin and Sondra Daniels granted to DELCORA a permanent sanitary sewer easement and right of way situate at 202 W. 2nd Street, Chester City, Delaware County, Pennsylvania (Folio #49-06-00007-00)
- Easement Agreement dated February 19, 2019 by and between Springhill Farm Condominium Association and DELCORA, conveying to DELCORA a non-exclusive easement for use of the sewer mains on Springhill's property and a portion of their property for DELCORA's collection system
- Right of Way Agreement dated November 19, 2009 between DELCORA and Gallo Brothers Development, LLC granting DELCORA a permanent sanitary sewer easement and right of way at 128 Watts Street, City of Chester, Delaware County (Folio #49-10-01026-00)
- Right of Way Agreement dated November 19, 2009 between DELCORA and Gallo Brothers Development LLC, granting to DELCORA a permanent sanitary sewer easement and right of way at West Front Street, City of Chester, Delaware County , PA (Folio #49-08-00789-00)

- Agreement Between DELCORA and Township of Newtown dated October 15, 2013 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the township
- Right of Way Agreement dated November 11, 2009 between DELCORA and Frances L. Greenhalgh, granting to DELCORA a permanent sanitary sewer easement and right of way at 609 W. 2nd Street, City of Chester, Delaware County (Folio #49-07-00129-00)
- Right of Way Agreement dated November 11, 2009 between DELCORA and Frances Greenhalgh granting to DELCORA a permanent sanitary sewer easement and right of way at 525 W. 2nd Street, City of Chester, Delaware County (Folio #49-07-00117-00)
- Right of Way Agreement dated November 11, 2009 between DELCORA and Frances Greenhalgh granting to DELCORA a permanent sanitary sewer easement and right of way at 601 W. 2nd Street, City of Chester, Delaware County (Folio #49-07-00125-00)
- Right of Way Agreement dated December 22, 2009 between DELCORA and Robert Griffin granting to DELCORA a permanent sanitary sewer easement and right of way at 118 Thurlow Street Street, City of Chester, Delaware County (Folio #49-11-01972-00)
- Right of Way Agreement dated December 12, 2009 between DELCORA and Robert Harvey granting to DELCORA a permanent sanitary sewer easement and right of way at 2801-2803 W. 2nd Street, City of Chester, Delaware County (Folio #49-11-00149-00)
- Right of Way Agreement dated November 15, 2009 between DELCORA and the Estate of Doris D. Jones granting to DELCORA a permanent sanitary sewer easement and right of way at 136 Reaney Street, City of Chester, Delaware County (Folio #49-10-00925-00)
- Right of Way Agreement dated 2011 between DELCORA and the City of Chester, Chester Municipal Building granting to DELCORA a permanent sanitary sewer easement and right of way at 2501-2507 W. 2nd Street, City of Chester, Delaware County (Folio #49-11-00112-00)
- Right of Way Agreement dated November 10, 2009 between DELCORA and Robin McGruder granting to DELCORA a permanent sanitary sewer easement and right of way at 509 W. 2nd Street, City of Chester, Delaware County (Folio #49-07-00109-00)
- Condemnation (November 2009) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at 605 W. 2nd Street, Chester, Delaware County (Folio #49-06-00127-00)
- Condemnation (November 2009) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at 425 W. 2nd Street, Chester, Delaware County (Folio #49-06-00080-00)
- Right of Way Agreement dated October 30, 2009 between DELCORA and Ogborne Trash Removal, Inc. granting to DELCORA a permanent sanitary sewer easement and right of way at West. 2nd Street, City of Chester, Delaware County (Folio #49-08-01309-01)
- Right of Way Agreement dated January 13, 2010 between DELCORA and Covanta Delaware Valley LP f/k/a American Ref-Fuel Company of Delaware County, LP granting to DELCORA a permanent sanitary sewer easement and right of way at W. Front Street, City of Chester, Delaware County (Folio #49-11-00015-00)
- Right of Way Agreement dated January 13, 2010 between DELCORA and Covanta Delaware Valley LP, f/k/a American Ref-Fuel Company of Delaware County, LP granting to DELCORA a permanent sanitary sewer easement and right of way at 10 Highland Avenue, City of Chester, Delaware County (Folio #49-11-01310-93)
- Right of Way Agreement dated January 13, 2010 between DELCORA and Covanta Delaware Valley LP, f/k/a American Ref-Fuel Company of Delaware County, LP granting to DELCORA a permanent sanitary sewer easement and right of way at 10 Highland Avenue, City of Chester, Delaware County (Folio #49-11-01310-95)

- Condemnation (November 2009) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at 2629 W. 2nd Street, Chester, Delaware County (Folio #49-11-00136-00)
- Right of Way Agreement dated 2009 between DELCORA and Robert Bradshaw, Jr. granting to DELCORA a permanent sanitary sewer easement and right of way at 213 Penn Street, City of Chester, Delaware County (Folio #49-06-01030-00)
- Right of Way Agreement dated 2009 between DELCORA and Robert A. Bradshaw, Jr. granting to DELCORA a permanent sanitary sewer easement and right of way at 211 Penn Street, City of Chester, Delaware County (Folio #49-06-01029-00)
- Right of Way Agreement dated 2009 between DELCORA and Robert A. Bradshaw, Jr. granting to DELCORA a permanent sanitary sewer easement and right of way at 201-2019 Penn Street, City of Chester, Delaware County (Folio #49-06-00735-00)
- Right of Way Agreement dated 2009 between DELCORA and Robert A. Bradshaw, Jr. granting to DELCORA a permanent sanitary sewer easement and right of way at 217 Penn Street, City of Chester, Delaware County (Folio #49-06-01032-00)
- Right of Way Agreement dated 2009 between DELCORA and Robert A. Bradshaw, Jr. granting to DELCORA a permanent sanitary sewer easement and right of way at 215 Penn Street, City of Chester, Delaware County (Folio #49-06-01031-00)
- Right of Way from DELCORA to PECO Energy Company the full, free and uninterrupted right, liberty and authority to locate and install such electric communications distribution facilities at the DELCORA pumping station (BRT/OPA # 88-2-9710-63)
- Sanitary Sewer Easement / Right of Way Agreement between DELCORA and Crozer Hills Homeownership, LLC dated November 16, 2006 granting to DELCORA the right to construct sanitary sewer lines on the land of Crozer for transportation of sewage.
- Right of Way Agreement dated August 13, 2010 between DELCORA and Chester First Partnership granting to DELCORA a permanent sanitary sewer easement and right of way at W. Second Street, City of Chester, Delaware County (Folio #49-07-00041-02)
- Condemnation (November 2009) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at 204 W. 2nd Street, 206 W. 2nd Street, 513 W. 2nd Street, 515 W. 2nd Street, 517 W. 2nd Street, 519 W. 2nd Street, 523 W. 2nd Street, 527 W. 2nd Street, 529 W. 2nd Street, 1121-1125 W. 2nd Street, 127 Townsend Street, 126 Watts Street, 126 Townsend Street, 2513 W. 2nd Street and 2729-2731 W. 2nd Street, Chester, Delaware County
- Right of Way Agreement dated October 30, 2010 between DELCORA and Ogborne Trash Removal, Inc. granting to DELCORA a permanent sanitary sewer easement and right of way at W. Second Street, City of Chester, Delaware County (Folio #49-08-01309-01)
- Condemnation (March 2010) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at 2717 W. 2nd Street, 2719 W. 2nd Street, 2721 W. 2nd Street, 2723 W. 2nd Street and 2725 W. 2nd Street, Chester, Delaware County
- Right of Way Agreement dated November 11, 2009 between DELCORA and James Sweeny granting to DELCORA a permanent sanitary sewer easement and right of way at W112 Thurlow Street, City of Chester, Delaware County (Folio #49-11-01969-00)
- Deed of Confirmation and Right of Way Agreement dated 2013 between DELCORA and Tristate Properties a/k/a Tristate Properties granting to DELCORA a temporary construction right-of-way along W. 2nd Street (Folio #49-08-01309-01)
- Agreement between DELCORA and Chester Apartment Associates dated November 11, 1982 granting to DELCORA a perpetual right of way and easement for transportation of sewage over certain areas of Grantor's land

- Indenture between DELCORA and the Redevelopment Authority of the City of Chester dated October 22, 1972 granting to DELCORA the free and uninterrupted right to install and operate a sanitary sewer on and under the lands of the Redevelopment Authority
- Indenture between DELCORA and the Redevelopment Authority of the City of Chester dated 1975 granting to DELCORA the free and uninterrupted right to install and operate a sanitary sewer on and under the lands of the Redevelopment Authority
- Easement and Right of Way Agreement dated August 6, 2014 between Aston Township and DELCORA granting to DELCORA a permanent right of way and easement for the use of electric power distribution lines and transmission system
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated April 3, 2013 between Danbro LP and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at Sunfield Circle, Township of Chester, Delaware County (Folio #07-00-00289-07)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated April 11, 2013 between Delaware County Incinerator Authority and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at Concord Road, Township of Chester, Delaware County (Folio #07-00-00236-00)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated April 3, 2013 between Barbara Pryce, executrix of the estate of Olive Yeager Shaffer a/k/a Olive R. Shaffer and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at 53 Concord Road, Township of Chester, Delaware County (Folio #07-00-00261-00)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated April 3, 2013 between Lonnie Gray and Beverly Gray and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at 621 W. 2nd Street, Township of Chester, Delaware County (Folio #07-00-00135-00)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated March 20, 2013 between John J. and Stacy A. Savoy and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at 56 Concord Road, Township of Chester, Delaware County (Folio #07-00-00262-00)
- Agreement Between DELCORA and Township of Newtown dated March 25, 2013 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the township
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated March 20, 2013 between Patricia A. Savoy and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at 52 Concord Road, Township of Chester, Delaware County (Folio #07-00-00260-00)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated 2013 between Rental Properties Inc. and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way W. 2nd Street, Township of Chester, Delaware County (Folio #49-07-00115-00)
- Deed of Easement and Right of Way Agreement in Lieu of Condemnation dated 2013 between Glen Rosenwald and DELCORA granting to DELCORA a permanent sanitary sewer easement and right of way at 511 W. 2nd Street, Township of Chester, Delaware County (Folio #49-07-00100-00)
- Condemnation (2000) acquiring a permanent sanitary sewer easement for the replacement of Chester Force Main affecting the property located at Industrial Highway (SR291) and Eddystone Avenue, Eddystone, Delaware County (Folio #18-00-00556-00 and 18-00-00556-001)
- Right of Way Agreement between Liberty Electric Power LC and DELCORA granting to DELCORA a permanent right of way for a permanent sanitary sewer easement along the Industrial Highway (State 291) Eddystone, Delaware County (Folio #18-00-00500-05)

- Pipeline Easement Agreement dated September 7, 2000 between PECO Energy Company and DELCORA granting to DELCORA the right to construct a 36-inch diameter pipeline under the property of PECO in Eddystone Borough
- Right of Way Agreement dated September 11, 1980 between Charles Frank and Geraldine A. Frank and DECORA granting to DELCORA a right of way to maintain and install a force main for transportation of sewage
- Right of Way Agreement dated 1981 between the Delaware County Industrial Development Authority and DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated August 15, 1980 between Joseph A. Osterheldt, Virginia Osterheldt, Kenneth Osterheldt and Margaret Osterheldt and DELCORA granting to DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated 1979 between the Borough of Norwood and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated 1980 between the Darby Realty Company, Inc. ,Faye Goodman and Lonna G. Ettelson, co-executrixes of the estate of George Godman and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated July 17, 1980 between the Darby Realty Company, Inc. and G.G.G. Corp. and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated September 17, 1979 between the Albert J. Opendaker and Nina L. Opendaker and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated August 19, 1980 between the Frederick F. Keesler, executor of the estate to Clyde C. Keesler and Norman V.S. Keesler and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated July 15, 1980 between Edwin G. West Jr. and Suzzane K. West and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated December 2, 1980 between the Gilbert and Dorothy Taylor and DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated November 20, 1980 between the Folcroft Landfill Corporation, the Delaware County Industrial Development Authority and DELCORA granting DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Agreement dated June 15, 1982 between Chester Redevelopment Authority and DELCORA granting DELCORA a perpetual right of way and easement for the transportation of sewage and waste under the Authority's property
- Right of Way Agreement dated March 15, 1988 between Delaware County and DELCORA granting to DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated August 14, 1979 between the Leedom Fire Company No. 1, Darby and Clymer Roads, Ridley Park and DELCORA granting to DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water

- Right of Way Agreement dated December 1978 between the County of Delaware Court House and DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated October 17, 1980 between the Morrow's Marina, Inc. and DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Right of Way Agreement dated September 1983 between Richard Cullen Yates and Helen S. Yates and DELCORA a right of way to maintain and construct a force main for the transportation of sewage and waste water
- Sanitary Sewer Easement and Right of Way Agreement dated April 16, 2014 between Loia D. and Joan M. Mcinally and DELCORA granting to DELCORA a perpetual sanitary sewer easement and right of way for the property located at 14-17 Rock Hill Road, Edgmont Township
- Deed of Dedication – Sanitary Sewer Facilities dated October 6, 2016 between Stephanie Giletto and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at Tax Folio #19-00-00330-01
- Sanitary Sewer Easement and Right of Way Agreement dated May 27, 2014 between Edgmont Township and Emanuel Spitzer granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 2 Oak Circle, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated April 16, 2014 between Edgmont Township and Michael and Colleen Ciavola granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 2 Spruce Road, Edgmont Township
- Deed of Dedication – Sanitary Sewer Facilities dated May 3, 2017 between Thomas B. and Kara E. Cullen Edgmont Township granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 22 Rosecommon Road, Newtown Square
- Grant of Sanitary Sewer Easement Runnymede Farms Open Space Langton Lane Connection between Runnymede and Edgmont Township granting to Edgmont Townshi a sanitary sewer easement over the property of Runnymede
- Deed of Dedication – Sanitary Sewer Facilities dated April 10, 2018 between Phyllis Sauter and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at Tax Folio #19-00-00134-00
- Sanitary Sewer Easement and Right of Way Agreement dated May 28, 2014 between Edgmont Township and Anthony Liberati and Joyce Cadwalder granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 3 Oak Circle, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated April 9, 2014 between Edgmont Township and Eric and Deborah J. Weiss granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 3523 Runnymede Drive, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated July 17, 2014 between Edgmont Township and Kevin and Elena McClelland granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 3525 Runnymede Drive, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated June 30, 2014 between Edgmont Township and Maurice and Ann Glavin granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 3745 Providence Road, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated July 9, 2014 between Edgmont Township and Edward J. Tell granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 42 Charter Oak Drive, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated June 5, 2014 between Edgmont Township and Owen Fishman and Joyceanne Marx granting to Edgmont a perpetual sanitary

sewer easement and right of way for the property located at 44 Charter Oak Drive, Edgmont Township

- Sanitary Sewer Easement and Right of Way Agreement dated April 16, 2014 between Edgmont Township and Garrano Associates granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 4989 West Chester Pike, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated June 23, 2014 between Edgmont Township and AQUA Pennsylvania granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at Tax Folio #30-00-01157-00.
- Sanitary Sewer Easement and Right of Way Agreement dated September 8, 2015 between Edgmont Township and Castle Roack Association granting to Edgmont a perpetual sanitary sewer easement and right of way for the property known as Castle Rock, Edgmont Township
- Sanitary Sewer Easement and Right of Way Agreement dated July 17, 2014 between Edgmont Township and Castle Rock Association granting to Edgmont a perpetual sanitary sewer easement and right of way for the property known as Castle Rock, Edgmont Township
- Grant of Sanitary Sewer Easement Runnymede Farms HOA Open Space between Holloway Development Corporation and Edgmont Township granting to Edgmont Township a sanitary sewer easement over the Corporation's property at Tax Folio #19-00-00000-00
- Sanitary Sewer Easement and Right of Way Agreement dated June 6, 2014 between Edgmont Township and Joyfor Joint Venture granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located at 4753 West Chester Pike, Edgmont Township
- Grant of Sanitary Sewer Easement – Newtown Terrace and a Portion of PAPA Boulevard dated July 16, 2014 between Edgmont Township and Michael and Colleen Ciavola granting to Edgmont a perpetual sanitary sewer easement and right of way for the property located Tax Folio #19-00-000-0000
- Sanitary Sewer Easement Assignment Agreement dated October 30, 2014 between Lakeview Associates, the Holloway Development Corp. and DELCORA assigning to DELCORA its rights in existing sewer easements
- Deed of Dedication – Arbors at Edgmont Homeowners Association – Sanitary Easement and Sewer Lines dated February 9, 2015 between the Arbors at Edgmont Homeowners Association and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in the right of way known as Arbor Way and other open space of the grantor
- Deed of Dedication – Runnymede Farms Sewer Association – Sanitary Sewer Lines dated February 17, 2014 between the Lakeview Associates, Pritchard Place Condominium Association, Clusters I at Runnymede Farms Association, Inc. the HDC Singles and Canter Village Homeowners Association and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor
- Deed of Dedication for a portion of the Springton Chase Subdivision Sanitary Easement and Sewer Lines Located in Edgmont Township dated February 9, 2016 between the Rose Tree Manor, LLP and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor
- Deed of Dedication - Springton Sewer Association – Sanitary Easement and Sewer Lines dated July 10, 2014 between the Springton Sewer Association, Inc. and the Holloway Development Corporation and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor
- Edgmont Township- Sanitary Sewer Easement and Right of Way Agreement – Canter Village Open Space dated July 24, 2014 between the Canter Village Home Owners Association, Inc and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor known as Canter Village Open Space, Edgmont Township
- Grant of Sanitary Sewer Easement Runnymede Farms Open Space Glavin Property Connection Oak Circle Connection Castle Rock Connection to EPS1 and Charter Oak Connection dated July

10, 2014 between the Holloway Development Corporation and Edgmont Township a perpetual sanitary sewer easement in the lands of grantor

- Edgmont Township Amended and Restated Easement Agreement – Sanitary Sewer Easement and Right of Way Agreement – Canter Village Open Space between Edgmont Township and Canter Village Home Owners Association dated January 28, 2015 granting to Edgmont Township a perpetual sanitary sewer easement over the amended easement area shown on Exhibit A thereto
- Deed of Dedication – Eagleview Homeowners Association – Sanitary Sewer Easement and Sewer Lines dated April 11, 2016 between the Eagleview Homeowners Association and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor
- Edgmont Township – Sanitary Sewer Easement and Right of Way Agreement dated May 20, 2014 between Edgmont Township and Patrick and Theresa Laphen granting to Edgmont a perpetual sanitary sewer easement over the property known as Lot 28, Springton Chase 70 Camoustle Way, Media
- Deed of Dedication – Sanitary Sewer Line dated May 14, 2014 between the S & H Land Development, LP and Edgmont Township granting to Edgmont a perpetual sanitary sewer easement in land of the grantor
- Sanitary Sewer Easement and Right of Way Agreement between DELCORA, Edgmont Township and Robert E. and Lauri Lembo Grajewski granting to DELCORA and Edgmont a perpetual sanitary sewer easement over the property known as 30 Charter Oak Drive, Edgmont Township
- Deed of Easement and Right of Way in Lieu of Condemnation dated September 23, 2015 by Patricia L. Rich and Matthew J. Sweeny and DELCORA conveying to DELCORA the property known as 3801 Gradyville Road, Newtown Square, PA 19073
- Agreement Between DELCORA and Township of Newtown dated March 19, 2013 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the township
- Deed of Easement and Agreement dated March 11, 1975 between LCA Leasing Corp. and DELCORA granting to DELCORA permanent easement to accommodate fill.
- Agreement from LCA Leasing Corporation to DELCORA dated October 22, 1976 granting to DELCORA a temporary right of way for construction purposes for the sanitary sewer in the grantor's property
- Modification of Easement Agreement dated December 20, 1988 between DELCORA, Chester Solid Waste Associates, and Delaware Resource Management, Inc. modifying an original Deed of Easement and Agreement providing that Solid Waste's construction of a solid waste resource facility will not unreasonably interfere with the rights granted to DELCORA
- Agreement with Public Utility or Municipality for Crossing under Railroad Tracks, Right of Way and Property at Public Road dated October 22, 1975 between Andrew L. Lewis, Jr. and Joseph L. Castle between Andrew L. Lewis Jr. and Joseph L. Castle and DELCORA granting DELCORA the right to construct and maintain 3 sanitary sewage pipes under the lands of the Railroad
- Temporary Construction Easement Agreement dated August 17, 2015 between Alan Mcilvain Company and DELCORA granting to DELCORA a temporary non-exclusive easement over a portion of the Grantor's property located at 501 Market Street, Marcus Hook for the purpose of removing a temporary above-ground sewer bypass pipe
- Sanitary Sewer Right of Way Grant and Easement dated February 14, 2017 between DELCORA and Middletown Township, Delaware County, Sewer Authority granting to MTSA a permanent right of way and easement to construct and lay a sanitary sewer interceptor through DELCORA's property in Aston Township, Delaware County (Gamble Road – Folio #02-00-02914-04)
- Agreement between Philadelphia Electric Company and DELCORA dated May 22, 1974 granting to DELCORA the right to repair and replace a 66 inch sanitary sewer force main in grantor's property in the 40th ward of Philadelphia

- Agreement between Philadelphia Electric Company and DELCORA dated December 14, 1976 permitting DELCORA to repair and replace a 36 inch sanitary sewer force main in grantor's property located in Delaware County
- Right of Way Agreement dated November 14 , 2002 between ConocoPhillips Company and DELCORA providing for access to build and maintain sewer facilities on the grantor's land
- Indenture dated June 6, 1977 between Borough of Marcus Hook and DELCORA granting to DELCORA a sanitary sewer force main right of way through the Borough's lands containing the existing sewage treatment plant situate in the Borough of Marcus Hook and the Borough of Trainer
- Permanent and Temporary Sanitary Sewer Access Agreement in Lieu of Condemnation dated August 29, 2018 between R. Lee Roberts and DELCORA granting to DELCORA a nonexclusive temporary access easement and permanent easement over grantor's property for the Rose Valley Force Main
- Permanent and Temporary Sanitary Sewer Access Easement Agreement dated August 27, 2018 between R. Lee Roberts and DELCORA over grantor's property located at Tax Parcel No. 39-00-00163-00.
- Permanent and Temporary Sanitary Sewer Access Easement Agreement dated June 10, 2017 between Rose Valley Swimming Pool Corporation a/k/a Rose Valley Swimming Pool and DELCORA over grantor's property located at Tax Parcel No. 39-00-00082-00
- Deed Dedication – Sanitary Sewer Facilities dated July 11, 2013 between BPG LP VIII Seaport PI LP and DELCORA transferring to DELCORA its rights title and interest to the sewer facilities located on the grantor's property
- Deed Dedication – Sanitary Sewer Facilities dated July 11, 2013 between Rivertown Developers LP and DELCORA transferring to DELCORA its rights title and interest to the sewer facilities located on the grantor's property
- Agreement Between DELCORA and BPG LP VIII Seaport P1 LP dated October 16, 2012 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the grantor
- Agreement Between DELCORA and Rivertown Developers LP dated October 16, 2012 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the grantor
- Agreement Between DELCORA and Covanta Delaware Valley LP dated April 8, 2010 containing and easement to permit DECORA to operate and maintain sewage facilities on, under and as part of the property of the grantor
- Deed of Easement dated July 1, 1974 between BP Oil Corporation and DELCORA granting to DELCORA a permanent easement in the grantor's land in Delaware County
- Agreement dated July 13, 1977 between Sohio Petroleum, BP Oil Inc. and DELCORA granting to DELCORA an easement to renew and replace a 36 inch sanitary sewer force main in Chester City
- Cross-Easement Agreement between Southwest Delaware DELCORA Municipal Authority (SWDCMA) and DELCORA dated November 2, 2016 for Folio #02-00-02914-01 and 02-00-02914-04
- Correction Cross-Easement Agreement dated June 26, 2017 between Southwest Delaware County Municipal Authority (SWDCMA) and DELCORA addressing a subdivision of certain parcels
- Sanitary Sewer Easement and Construction Easement dated 2000 between DELCORA and The Boeing Company permitting DELCORA to operate, maintain and repair sewer and waste water mains on Boeing's property in Delaware County, PA (unsigned by DELCORA)
- Easement Agreement between DELCORA and Colony Community Corporation dated May 13, 2011 permitting Colony to have a right of entry and exit over lands formerly owned by DELCORA, and recorded at BK 4937, Pg. 2011 at the Recorder of Deeds of Delaware County

- License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations between DELCORA and Consolidated Rail Corporation dated June 7, 1976 providing DELCORA a temporary license to construct, repair and ultimately repair a 48-inch pre-stressed concrete sewer pipe in Chester, PA.
- Easement Agreement between DELCORA and Gulf Oil Corporation, dated September 12, 1974 permitting DELCORA the right to repair, maintain and replace a sewage force main across Gulf property located in Darby Township
- Indenture dated November 26, 1980 between Muckinpaten Authority and DELCORA granting DELCORA a right of way to maintain, repair and replace sewer and waterlines located in the borough of Norwood
- Agreement dated May 22, 1974 between Philadelphia Electric Company and DELCORA permitting DELCORA to operate, maintain and replace a 66 inch sanitary sewer force main located in PECO's property in the 10th Ward of Philadelphia
- Grant of Right of Way dated January 10, 1978 between Sun Oil Company of Pennsylvania and DELCORA, permitting DELCORA to operate, repair and replace a meter pit and electrical conduit on the grantor's property located in Lower Chichester Township
- Deed of Easement recorded November 2, 1992 between Deanna Marusco, owner of 310 Tenth Street, Upland Borough and DELCORA, granting to DELCORA a perpetual right of way and easement across the grantor's property for operating, maintaining and repairing its sanitary sewer appliances.

Leases:

- Lease of Site for Communication Facilities dated February 4, 2015, between Newtown Square Tower L.P. as Lessor, and DELCORA, as Lessee, for purposes of providing DELCORA a site to install antennas or antenna systems and related facilities at the Lessor's site, 395 Bishop Hollow Road, Newtown Square, PA 19073. The initial term of the lease was for 5 years, and is subject to automatic renewal through September 30, 2037.
- Communications Site Lease Agreement dated April 5, 2012, between Barcro, LLC, as Lessor, and DELCORA, as Lessee, whereby DELCORA leases a portion of 419 Avenue of the States, Chester, PA 19013 for the operation of a wireless repeater communications site. The initial term of the lease is 5 years, and DELCORA has the right to extend the term for 4 additional terms of 5 years each.
- Air Space Lease Agreement dated May 6, 2001 between Chester Housing Authority, as Lessor, and DELCORA, as Lessee, for purposes of leasing the upper plane of the roof on the building located at 1101 Avenue of the States, Chester, Pennsylvania. The initial term was 5 years, and the lease automatically renews for periods of 5 years unless either party terminates.
- Lease between the Borough of Rose Valley, as Lessor, and DELCORA as Lessee for the Long Point Lane Pumping House and Ground (Folio #39-00-00066-50) dated June 29, 2009 for a term of 99 years. Any attempt of termination must be sent to the other party by certified mail with the specific reason for termination
- Lease between the Borough of Rose Valley, as Lessor, and DELCORA as Lessee for the Old Mill Pumping Station dated June 29, 2009 for a term of 99 years. Any attempt of termination must be sent to the other party by certified mail with the specific reason for termination
- Lease between the Borough of Rose Valley, as Lessor, and DELCORA as Lessee for the Brookhaven Pumping Station dated June 29, 2009 for a term of 99 years. Any attempt of termination must be sent to the other party by certified mail with the specific reason for termination

- Lease between the Borough of Rose Valley, as Lessor, and DELCORA as Lessee for the Sewer Treatment Plant dated June 29, 2009 for a term of 99 years. Any attempt of termination must be sent to the other party by certified mail with the specific reason for termination
- Lease between the Borough of Rose Valley, as Lessor, and DELCORA as Lessee for Forestview Siphon Station dated June 29, 2009 for a term of 99 years. Any attempt of termination must be sent to the other party by certified mail with the specific reason for termination

Schedule 4.10

Equipment and Machinery

| <u>Equipment</u> | | | | |
|-------------------------|---|---------------------|--------------|----------------------------|
| NO. | MAKE AND MODEL | SERIAL # | VALUE | NOTES |
| 1 | Case 580 Super L Loader/Backhoe | JJG0259338UT58SL35A | \$54,322 | Also noted on vehicle list |
| 2 | Hyster HSO50 Fork lift | L177B08225D | \$23,469 | |
| 3 | Lincoln Portable Welder Invertec V300 Pro | U1930800093 | \$2,395 | |
| 4 | Lincoln Portable Welder Invertec V300 Pro | U1930800094 | \$2,395 | |
| 5 | Plasma ARC PCM-150 L-Tech | A93E40574 | \$9,594 | |
| 8 | Portable Genie Lift | AWP08-59982 | \$5,000 | |
| 12 | 2002 Hydraulic Powered Sewer Cleaning Bucket Machines | 1S9HU12112C381661 | \$69,205 | |
| 13 | 2008 Case Backhoe 590 Super M | NBC434720 | \$143,400 | Also noted on vehicle list |
| 14 | Ranger 250 Welder | K1725-4 | \$2,775 | |
| 15 | Ranger 250 Welder | K2322-3 | \$3,500 | |
| 16 | Lincoln Electric Welding Machine | 3805807721 | \$3,400 | |
| 17 | Air Compressor 185CFM | 4FVCABAAX7U378023 | \$11,457 | |
| 19 | Godwin Pumps GLT416 Light Tower | 11147515 | \$10,000 | |
| 20 | CFM 160 Compressor | 160B3714 | \$13,668 | |
| 21 | Northstar Arrow Board | 2E920140571074067 | \$3,995 | |
| 22 | Pipehunter Easement Machine | 0801487 | \$34,032 | |
| 23 | Godwin CD100M | 9921162-56 | \$19,975.00 | |
| 24 | Godwin CD100 | 0957059/19 | \$20,145.97 | |
| 25 | Godwin CD225 | 0643258/01 | \$38,460.00 | |
| 26 | Godwin CD150 | 0230518-86 | \$20,347 | |
| 27 | Godwin CD150M | 0956241/42 | \$28,448 | |
| 28 | Godwin Heidra Type GHPU30 | 1202770 | \$36,577 | |
| 29 | Godwin CD100m 4" electric pump | 15631364/01 | | |
| 30 | Godwin 6" Electric (stadium) | 0438394/02 | | |
| 30 | Godwin 4" dry prime | D41669 | | |
| 31 | 2012 Caterpillar Skid Steer | SR50797 | \$33,000 | |
| 32 | 2014 Atlas Copco SB452 Hydraulic Breaker | SB452 | \$16,451 | |
| 33 | 2014 Angle Broom for Skid Steer | BA117C | \$8,713 | |
| 34 | JLG model 2630ES scissor lift | 0200146522 | \$8,300 | |
| 35 | Godwin CD150M | 15628642-5 | \$36,000 | |

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|----|--|-------------------|-----------|--|
| 36 | | | | |
| 37 | Hydro Tex power washer SH40004HH | | \$7,800 | |
| 38 | Best Line trailer w/ Magnum 600kw generator model#MCG600MT2-01 | 5AJGS172XFB510715 | \$270,000 | |
| 39 | 2019 JLG Telehandler Model # 1043 | 0160093750 | \$124,176 | |

| <u>Current Vehicles</u> | | | | | | | |
|--------------------------------|-------------|-------------------------------------|-----------------|------------------|-------------------|---------------|------------------------------|
| VEHICLE # | MFR. | MODEL | REG. NO. | TITLE NO. | VIN NO. | DEPT . | DATE ACQUIRED |
| 9905 | STERLING | VACTOR | 79075MG | 54075510301DE | 2FZNRJBB1YAA99658 | SM | |
| 2001 | GMC | Crane/Boom Truck | 86263-MG | 54960521801DE | 1GDS7H4C9YJ516625 | SM | |
| 0076 | CASE | 1998 BACKHOE | MG0670A | 57782849201DE | JJG0259338 | SM | |
| 4001 | FORD | 2004 FORD F550 TEREX TELELECT TL36P | MG09624B | 60623810801 DE | 1FDAF56P64EC59794 | | \$83,805 ACQUIRED 7/04 |
| 0502 | FORD | 2006 FORD TRUCK F-350 | MG8172B | 62583086501 DE | 1FTWF31586EB26848 | OPS | ACQUIRED 11/08/05 |
| 0601 | FORD | 2006 FORD TRUCK F-150 | MG4726B | 62895160401 DE | 1FTRX14WX6NB01663 | LAB | ACQUIRED 1/26/06 |
| 0604 | FORD | 2007 FORD TRUCK | MG5855B | 63761277001 DE | 1FTWF31517EA72536 | CM | ACQUIRED 8/22/06 |
| 0605 | STERLING | 2006 TRUCK | | | 2FZHAZDE56AV69307 | SM | ACQUIRED 10/12/06 |
| 0701 | DODGE | CARAVAN | MG4558D | 64264070901 DE | 1D4GP25EX7B168093 | ADMIN | ACQUIRED 1/30/07 |
| 0702 | FORD | 2008 ESCAPE 4WD | MG0188D | 64491663701 DE | 1FMCU92Z08KA29527 | CM | ACQUIRED 3/22/07 |
| 0703 | FORD | 2008 ESCAPE 4WD | MG0187D | 64491594701 DE | 1FMCU92Z98KA29526 | ENG | ACQUIRED 3/22/2007 |
| 0704 | FORD | 2008 ESCAPE 4WD | MG0186D | 64491614701 DE | 1FMCU92Z78KA29525 | SM | ACQUIRED 3/22/07 |

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|------|-------------------|---|-------------|--------------------|-----------------------|---------------------------|---------------------|
| 0706 | FORD | 2008 FORD TRUCK S-DTY F-350 | MG6242 D | 647631240 00 DE | 1FDWX31578 EA93370 | CM | ACQUIRED 5/4/07 |
| 0707 | FORD | 2008 FORD TRUCK S-DTY F-250 | MG6241 D | 647631253 00 DE | 1FTNF21528E B00528 | CM | ACQUIRED 5/4/07 |
| 0709 | FORD | 2008 FORD TRUCK - F-250 | MG6102 D | 647500612 01 DE | 1FTNF21508E B00530 | OPS | ACQUIRED 5/21/07 |
| 0801 | FORD | 2008 FORD ESCAPE | MG5714 D | 658362790 01 DE | 1FMCU92Z88 KD64602 | CONS TR- MNG MNT | ACQUIRED 3/26/08 |
| 0802 | FORD | 2008 FORD ESCAPE | MG5713 D | 658362933 01 DE | 1FMCU92Z68 KD64601 | SM | ACQUIRED 3/26/08 |
| 0803 | FORD | 2008 FORD ESCAPE | MG5715 D | 658362642 01 DE | 1FMCU92ZX8 KD64603 | CM- MEC H SUPV | ACQUIRED 3/26/08 |
| 0804 | FORD | 2008 FORD TRUCK - F250 | MG0816 E | 658297392 01 DE | 1FTNF21588E D63056 | CM | ACQUIRED 3/20/08 |
| 0805 | FORD | 2008 FORD TRUCK - F250 | MG1245 E | 658297683 01 DE | 1FTNF21568E D63055 | CM | ACQUIRED 3/20/08 |
| 0902 | FORD | 2009 FORD TRUCK | MG7536 E | 669200375 01DE | 1FDAF56R09E A31783 | CM | ACQUIRED 3/16/09 |
| 0903 | INTERNATI ONAL | 2010 INTERN ATION AL TRUCK | MG9578 E | 673449659 01DE | 1HTMMAAN3 AH191053 | SM | ACQUIRED 7/2/09 |
| 0904 | | 2008 FREIGH TLINER | MG0828 F | | WDYPE74568 5307562 | SM | |
| 0905 | FORD | 2010 FORD TRUCK RANGE R | | 677477860 01DE | 1FTLR1FE7A PA07645 | STAN - CM | ACQUIRED 11/4/09 |
| 0906 | FORD | 2010 FORD TRUCK RANGE R | MG6885 E | | 1FTLR1FE9A PA07646 | OPS | ACQUIRED 11/4/09 |

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|----------------|-------------------|--|-------------|--------------------|-----------------------|------------------------------|------------------------|
| 0908 | FORD | 2010 FORD TRUCK RANGE R | MG6887 E | 677477048 01DE | 1FTLR1FE2A PA07648 | CM | ACQUIRED 11/4/09 |
| 0909 | FORD | 2010 FORD TRUCK RANGE R | | 677478060 01DE | 1FTWF3B51A EA62059 | SM | ACQUIRED 11/4/09 |
| NONE ISSUED | CAM | 2006 TRAILE R | MG1342 F | 639607365 002DE | 5JPBU14266P 014215 | ?? | ACQUIRED 12/2009 |
| NONE ISSUED | ALUMACR AFT | 14 FT JON BOAT | NONE | NONE | ACBE4672H8 09 | OPTN S AT POCO PSON | ACQUIRED 3/17/2009 |
| 1101 | FORD | 2011 FORD F350 TRUCK | MG8568 F | 696007940 01DE | 1FTRF3B6XB EC68956 | CM | ACQUIRED 5/27/2011 |
| 1102 | FORD | 2011 FORD F350 TRUCK | MG8569 F | 696008204 01DE | 1FTRF3B68BE C68955 | SM | ACQUIRED 5/27/2011 |
| 1103 | FORD | 2011 FORD F350 TRUCK | MG8570 F | 696009014 01DE | 1FTRF3B66BE C68954 | CM PLAN T | ACQUIRED 5/27/2011 |
| 1104 | FORD | 2011 FORD F350 TRUCK | MG8596 F | 696335119 01DE | 1FT8W3B67B EC68957 | SM CRE W CAB | ACQUIRED 6/3/2011 |
| 1105 | INTERNATI ONAL | 2012 DUMP TRUCK | MG4390 F | 696323874 01DE | 1HTWDAAR4 CJ583997 | SM | ACQUIRED 6/9/2011 |
| 1106 | INTERNATI ONAL | 2012 VACTO R & CHASSI S TRUCK | MG7436 F | 697233520 01DE | 1HTWCAZR5 CJ556136 | SM | ACQUIRED 6/29/2011 |
| NONE ISSUED | GODWIN | 2011 GENER ATOR TRAILE R | MG1000 G | 702615503 01DE | 16MPF1531B D061075 | CM | ACQUIRED 12/19/2011 |
| NONE ISSUED | DEHART | 2012 TOWM ASTER TRAILE R | MG1001 G | 702615585 01DE | 4KNFT2025C L160772 | SM | ACQUIRED 12/19/2011 |
| 1201 | FORD | 2012 FORD F-250 | MG6678 G | 716237707 01DE | 1FTBF2B66CE B36578 | CM | ACQUIRED 11/20/2012 |

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|------|------|------------------------------|----------|-----------------|--------------------|-------------|---------------------|
| | | PICKUP TRUCK | | | | | |
| 1202 | FORD | 2012 FORD F-250 PICKUP TRUCK | MG6673 G | 716232812 01DE | 1FTBF2B68CE B36579 | CM | ACQUIRED 11/20/2012 |
| 1203 | FORD | 2012 FORD F-250 PICKUP TRUCK | MG6755 G | 716558857 01 DE | 1FTBF2B60CE B27570 | CM | ACQUIRED 11/20/2012 |
| 1204 | FORD | 2012 FORD VAN | MG6679 G | 716237549 01DE | NMOLS7BN3 CT109075 | CM | ACQUIRED 11/20/2012 |
| 1205 | FORD | 2012 FORD F-450 TRUCK | MG6676 G | 716232521 01DE | 1FDOW4HT9 CEC73381 | SM | ACQUIRED 12/19/2012 |
| 1301 | FORD | 2013 FORD ESCAPE | MG6674 G | 716232016 01DE | 1FMCU9GX6 DUC07561 | CM | ACQUIRED 12/19/2012 |
| 1302 | FORD | 2014 FORD F-250 TRUCK | MG1496 H | 728146710 01DE | 1FTBF2B68EE A76211 | REM OTE | ACQUIRED 12/11/2013 |
| 1303 | FORD | 2014 FORD F-350 TRUCK | MG1497 H | 728146896 01DE | 1FT8X3B6XE EA70276 | REM OTE | ACQUIRED 12/11/2013 |
| 1401 | FORD | 2014 FORD F450 TRUCK (DUMP) | MG4110 H | 738379592 01DE | 1FDUF4HY9E EB73121 | SM | ACQUIRED 5/2014 |
| 1402 | FORD | 2014 FORD ESCAPE | MG5299 H | 736816841 01DE | 1FMCU9G91E UD98339 | CM | ACQUIRED 7/22/2014 |
| 1403 | FORD | 2015 F350 4X4 CREW CAB | MG7317 H | 741677459 01DE | 1FT8W3B63F EA37480 | SM | ACQUIRED 11/2014 |
| 1404 | FORD | 2015 F250 4X4 STD CAB | MG7323 H | 741677010 01DE | 1FTBF2B69FE A06816 | REM OTE OPS | ACQUIRED 11/2014 |
| 1405 | FORD | 2014 F150 4X4 STD CAB | MG7094 H | 740907007 01DE | 1FTMF1EMO EKF67600 | REM OTE OPS | ACQUIRED 11/2014 |
| 1406 | FORD | 2015 F250 | MG7324 H | 741677234 01DE | 1FTBF2B62FE B74703 | CM | ACQUIRED 11/2014 |

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|------|------------------|---|-------------|-------------------|-----------------------|-------------------|-----------------------|
| | | 4X4 STD CAB | | | | | |
| 1407 | FORD | 2014 F150 4X4 STD CAB | MG7322 H | 741676848 01DE | 1FTMF1EM7E FB08394 | REM OTE OPS | ACQUIRED 11/2014 |
| 1408 | FREIGHTLI NER | 2014 5D CUES DIESEL SPRINT ER VAN | MG7300 H | 741475424 01DE | WDYPF4CC8 E5861709 | SM | ACQUIRED 11/2014 |
| BH | CASE | 2008 CASE BACKH OE | | | N8C434720 | SM | |
| 1601 | INTL | 2016 INTERN ATION AL (VAC) | MG6152 H | | 3HAWKSUR5 HL373201 | SM | ACQUIRED 4/18/2016 |
| 1602 | FORD | 2016 FORD TRANSI T VAN | | | NMOLS7E78G 1238413 | CM | ACQUIRED 6/20/2016 |
| 1603 | FORD | 2016 FORD F-150 CREW CAB | | | 1FTFW1EF7G FC60902 | LAB | ACQUIRED 6/27/2016 |
| 1604 | FORD | 2017 FORD ESCAPE | MG6900 J | | 1FMCU9GD6 HUA83979 | SM | ACQUIRED 6/30/2016 |
| 1605 | FORD | 2017 FORD ESCAPE | MG6907 J | | 1FMCU9GD6 HUA83982 | CM | ACQUIRED 6/30/2016 |
| 1606 | FORD | 2017 FORD ESCAPE | MG6906 J | | 1FMCU9GD2 HUA83980 | SM | ACQUIRED 6/30/2016 |
| 1607 | FORD | 2017 FORD ESCAPE | MG8226 J | | 1FMCU9GDX HUA83984 | CM | ACQUIRED 7/12/2016 |
| 1608 | FORD | 2017 FORD ESCAPE | MG6930 J | | 1FMCU9GD4 HUA83981 | CM | ACQUIRED 7/12/2016 |
| 1609 | FORD | 2017 FORD ESCAPE | MG6932 J | | 1FMCU9GD8 HUA83893 | ENG | ACQUIRED 7/12/2016 |
| 1610 | FORD | 2017 FORD EXPLO RER | | | 1FM5K8D8XG GD04559 | OPS | ACQUIRED 7/12/2016 |

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|---------------|-----------|--------------------------------------|-------------|-------------------|------------------------|-----------|------------------------|
| 1611 | FORD | 2017 FORD F-350 | MG7805 5 | | 1FTBF2B676E D282122 | SM | ACQUIRED 6/30/2016 |
| 9905 | STERLING | 2000 STERLI NG VAC TRUCK | MG7907 5 | | 2FZNRJB1YA A99658 | SM | ACQUIRED 10/15/1999 |
| MOBILGEN 2 | MAGNUM | TT MOUNT ED GENER ATOR | | | 5ajgs172xfb51 0715 | CM | ACQUIRED 06/15/2015 |
| 1801 | FORD | 2018 FORD F-250 | | | 1FTBF2B66JE B73749 | CM | ACQUIRED 2/28/18 |
| 1802 | FORD | FORD F-350 CREW CAB | | | 1FT8W3B64JE B73481 | SM | ACQUIRED 03/01/18 |
| 1803 | FORD | 2018 FORD F-250 | MG6986 K | 786750280 1 | 1FTBF2B62JE B73477 | CM | ACQUIRED 03/01/18 |
| 1804 | FORD | 2018 FORD F-250 | | | 1FTBF2B64JE B73478 | CM | ACQUIRED 03/01/18 |
| 1701 | FORD | 2017 FORD ESCAPE | | 781381015 01DE | 1FMCU9GD1 HUF01171 | CM | ACQUIRED 09/15/2017 |
| 1702 | peterbilt | 2017 peterbilt PB348 | | | 2NP3LJ0XXJ M463963 | CM | ACQUIRED 12/28/17 |
| 1805 | FORD | 2018 FORD TRANSI T | MG7300 H | | 1FTRS4XM1J KA09409 | SM | 2/6/2018 |
| 1901 | FORD | 2019 FORD F-250 | | | 1FTBF2B65K EE66971 | AUT | 4/22/2019 |
| 1902 | FORD | 2019 FORD F-250 | | | 1FTBF2B63K EE66970 | SM | 4/22/2019 |
| 1903 | FORD | 2019 FORD F-250 | | | 1FTBF2B67K EE66969 | SM | 4/22/2019 |
| 1904 | FORD | 2019 FORD TRANSI T VAN | | | 1FMZK1ZMX KKB06746 | ADMI N | 5/28/2019 |
| 1905 | FORD | 2019 FORD F-550 UTILIT Y | | | 1FDUF5HT6K DA18537 | CM | 5/28/2019 |

| <u>IT Inventory as of November 30, 2018</u> | | | | |
|--|-----------------|-------------|-------------------------------------|-------------|
| NAME | CATEGORY | SN | MODEL | COST |
| ROOM | Tablet | 19515730653 | Surface with Windows 8 Pro | 1,000 |
| VISION | Server | USM70204U9 | ProLiant DL360 G5 | 6,000 |
| TRITONMNGR | Server + VMware | | VMware Virtual Platform | 0 |
| PRETREATMENT2 | Workstation | MXL0281JYH | HP Compaq 6000 Pro MT PC | 800 |
| AUTOCA D | Laptop | CND52845G5 | HP ProBook 450 G2 | 1,000 |
| TECH01 | Laptop | 2CE22818HK | HP EliteBook 2760p | 1,000 |
| ADMINPRINTSRV | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| WEBSENSEDB | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| BILLING-1 | Workstation | 2UA5432B8F | HP EliteDesk 800 G1 SFF | 800 |
| ENGCONSTLT | Laptop | 8CG5100FNL | HP EliteBook Folio 1040 G1 | 1,000 |
| LTCP-SERVER | Server | MXQ53705MZ | ProLiant DL360 Gen9 | 3,000 |
| ADMINSRV | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| APPSERVER2 | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| APPSERVER3 | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| FILESERVER | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| GISAPP | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| KBLACKWELL | Laptop | 5FTSA06705 | CF53-4 | 4,000 |
| TECH02 | Laptop | 5CG4373YZS | HP EliteBook 840 G1 | 2,500 |
| SIDDIQUIS | Laptop | CND52845FN | HP ProBook 450 G2 | 1,000 |
| ACCT3 | Workstation | MXL93006N2 | HP Compaq dc7900 Ultra-Slim Desktop | 800 |

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|------------------|-----------------|------------|--|-------|
| ACCOUNTING-1 | Workstation | 2UA5391CLK | HP EliteDesk 800 G1 SFF | 800 |
| BILLING WINDOW-1 | Workstation | 2UA5432B8D | HP EliteDesk 800 G1 SFF | 800 |
| ADMIN01 | Workstation | MXL9261GWY | HP Compaq dc7900 Small Form Factor | 800 |
| SCPROJECTS | Laptop | 5CG4373Y0N | HP EliteBook 840 G1 | 1,000 |
| ADMIN3 | Workstation | 2UA0211HDS | HP Compaq 8100 Elite SFF PC | 800 |
| INFORAPP | Server + VMware | | VMware Virtual Platform | 0 |
| INFORREPORT | Server + VMware | | VMware Virtual Platform | 0 |
| MAINTSUPPORTER | Workstation | MXL92513K5 | HP Compaq dc7900 Convertible Minitower | 800 |
| PROCESS_AUTO | Laptop | CNU22406DC | HP EliteBook 8460p | 1,000 |
| BILLING | Workstation | 2UA5432B8J | HP EliteDesk 800 G1 SFF | 800 |
| BILLING-2 | Workstation | 2UA5391CKQ | HP EliteDesk 800 G1 SFF | 800 |
| BILLING-5 | Workstation | 2UA5391CGX | HP EliteDesk 800 G1 SFF | 800 |
| BILLING-3 | Workstation | 2UA5432B8H | HP EliteDesk 800 G1 SFF | 800 |
| ADMIN-02 | Workstation | 2UA5391CKY | HP EliteDesk 800 G1 SFF | 800 |
| SEWERMAINT | Workstation | 2UA1460SMC | HP Z210 Workstation | 1,000 |
| LAB03 | Workstation | 98VC961 | OptiPlex GX280 | 800 |
| BODSTATION | Workstation | BGFB4G1 | OptiPlex 755 | 800 |
| MAINTENANCEYOUCH | Workstation | 2UA0051G9M | HP Compaq 8100 Elite SFF PC | 800 |
| ACCOUNTING-3 | Workstation | 2UA5391CL4 | HP EliteDesk 800 G1 SFF | 800 |
| LABMGR | Laptop | CNU404BSDT | HP EliteBook 840 G1 | 1,000 |
| OPERATIONSOFFICE | Workstation | MXL237038T | HP Compaq Pro 4300 SFF PC | 800 |
| INCIN | Workstation | MXL9261GX8 | HP Compaq dc7900 Small Form Factor | 800 |

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|-----------------|-----------------|------------|------------------------------------|-------|
| REMOTE-TB | Laptop | 1BTYA97737 | CF-52PFNBP2M | 2,000 |
| HRSEC | Workstation | 8924L81 | OptiPlex GX620 | 800 |
| MAINTPLAN | Workstation | J6M77C1 | OptiPlex 745 | 800 |
| LAB01 | Workstation | D9HG4F1 | OptiPlex 755 | 800 |
| SEWMAINT2 | Workstation | USH13800HA | HP Z210 Workstation | 800 |
| OPERATIONFORMAN | Workstation | MXL2370397 | HP Compaq Pro 4300 SFF PC | 800 |
| MAINTPC01 | Workstation | 5CP27J1 | OptiPlex 960 | 800 |
| PRETREATMENT_1 | Workstation | 51027J1 | OptiPlex 960 | 800 |
| AUTOPROCESS | Laptop | CNU4259PJ0 | HP EliteBook 820 G1 | 800 |
| ACCOUNTING-2 | Workstation | 2UA5432B8M | HP EliteDesk 800 G1 SFF | 800 |
| BILLING-4 | Workstation | 2UA5432B8K | HP EliteDesk 800 G1 SFF | 800 |
| ENGPROCESS | Laptop | 2WJ7JD1 | Latitude D630 | 800 |
| GISDATA | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| INFORDATA | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| MAILSRV | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| VIBRATIONSRV-02 | Server | 2M2206038Z | ProLiant DL380 G7 | 2,500 |
| HRMANAGER | Laptop | CNU4299C96 | HP EliteBook 820 G1 | 1,200 |
| OPSDIR | Laptop | CNU424BVNG | HP EliteBook 820 G1 | 1,200 |
| ADMIN4 | Workstation | FRY4LF1 | OptiPlex 755 | 500 |
| STOREKEEPER | Workstation | MXL9261GZM | HP Compaq dc7900 Small Form Factor | 500 |
| CONTROLLER | Laptop | 5CG4373WL4 | HP EliteBook 840 G1 | 1,000 |
| RECIPTPC | Workstation | 7RMHDH1 | OptiPlex 755 | 500 |
| ENGTECH | Laptop | 5CG5140GNR | HP EliteBook 820 G1 | 1,000 |

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|------------------|-----------------|------------------------|--|-------|
| PLANTSRV | Server + VMware | | VMware Virtual Platform | 0 |
| ENGCIVIL | Workstation | 11027J1 | OptiPlex 960 | 500 |
| VIBRATION-STATI | Workstation | 99HG4F1 | OptiPlex 755 | 800 |
| MAINTFORM | Workstation | 28T0SH1 | OptiPlex 960 | 800 |
| ENGINEERCONSULT | Workstation | 2UA0051G9N | HP Compaq 8100 Elite SFF PC | 800 |
| ENVSPC | Tablet | 19401632653 | Surface with Windows 8 Pro | 1,000 |
| HURSTC_DELCOR A | Laptop | 5CG5193W5G | HP EliteBook 820 G1 | 1,000 |
| WILLERT_DELCOR A | Laptop | 5CG5193WBG | HP EliteBook 820 G1 | 1,000 |
| MAINTCARTAFALSA | Workstation | MXL92610C3 | HP Compaq dc7900 Convertible Minitower | 800 |
| SLUDGE-REC | Workstation | To be filled by O.E.M. | MS-7923 | 800 |
| ITC | Workstation | R90JNZ3G | 20GQ000EUS | 3,000 |
| OPET_LAPTOP | Server + VMware | R90JMA8U | 20GQ000EUS | 3,000 |
| DOORS | Workstation | To be filled by O.E.M. | XS35V4 | 800 |
| ID_SYSTEM | Workstation | 629Q9G1 | OptiPlex 755 | 800 |
| MAINT-CAMPBELL | Workstation | USH607L0R7 | HP EliteDesk 800 G1 TWR | 800 |
| LABPC1 | Workstation | USH607L0KM | HP EliteDesk 800 G1 TWR | 800 |
| STOREROMWINDOW | Laptop | CNU82026G6 | HP Compaq 6720s | 800 |
| ADMINPRINT2 | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| MONITOR | Server | 2M203402N6 | ProLiant DL380 G7 | 2,500 |
| SEWERMAINT_CART | Laptop | 5CG5140H85 | HP EliteBook 820 G1 | 1,000 |

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|-------------------------|--------------------|----------------|-------------------------|-------|
| BILLINGS PARE_LE | Workstation | USH607L11 S | HP EliteDesk 800 G1 TWR | 800 |
| INFORTE ST | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| CAULK_L APTOP | Laptop | 5CG5193W 3X | HP EliteBook 820 G1 | 1,000 |
| STORERO OM_LUK EP | Workstation | USH607L0R 9 | HP EliteDesk 800 G1 TWR | 800 |
| LAP104 | Laptop | CNU10403R 2 | HP 620 | 800 |
| LABPC2 | Workstation | USH607L0 K2 | HP EliteDesk 800 G1 TWR | 800 |
| TRAININ G3 | Workstation | USH607L0R G | HP EliteDesk 800 G1 TWR | 800 |
| IT_DEPT | Workstation | USH607L0C 4 | HP EliteDesk 800 G1 TWR | 800 |
| LABPC3 | Workstation | USH607L0R F | HP EliteDesk 800 G1 TWR | 800 |
| HR_SPAR E | Workstation | USH607L11 R | HP EliteDesk 800 G1 TWR | 800 |
| INFORDA TA | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| INFORTE ST | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| GISAPP | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| BABYLO NS_LAPT OP | Laptop | 5CG5193W KR | HP EliteBook 820 G1 | 1,000 |
| ENVIROS P | Laptop | 5CB2480X7 3 | HP ProBook 6570b | 1,000 |
| CONTRO LROOM | Workstation | 58T0SH1 | OptiPlex 960 | 800 |
| ADMASS T_CUMMI NG | Workstation | USH607L0B T | HP EliteDesk 800 G1 TWR | 800 |
| FOREMA NBLACK WEL | Workstation | 48T0SH1 | OptiPlex 960 | 800 |
| PLANTR2 SRV | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| VCENTER 2 | Server + VMware | Virtual | VMware Virtual Platform | 0 |

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|--------------------------|-----------------|------------------|-------------------------|-------|
| BUSDEV_LENTON C | Laptop | 5CG5140H4 K | HP EliteBook 820 G1 | 1,000 |
| HRSEC_BYRDTRE NA | Workstation | USH607L0C 6 | HP EliteDesk 800 G1 TWR | 800 |
| PARTS_MATERIAL S | Workstation | USH607L0 HW | HP EliteDesk 800 G1 TWR | 800 |
| GISLAP | Laptop | 9CKSA4276 8 | CF-30KTPAXAM | 1,000 |
| SHINNK | Workstation | USH607L11 R | W2D43U8#ABA | 800 |
| IMAGEAPP | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| IMAGEDATA | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| CEMS01P 20110758 | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| CEMS02P 20110758 | Server + VMware | Virtual | VMware Virtual Platform | 0 |
| LABPC4 | Workstation | USH607L0 HZ | HP EliteDesk 800 G1 TWR | 800 |
| LABPC5 | Workstation | USH607L0C C | HP EliteDesk 800 G1 TWR | 800 |
| Admin2610XM.delco ra.org | Router Cisco | FTX1453AL 5N | | 1,820 |
| AdminASA5512 | Firewall | FCH183970 3Z | | 4,800 |
| Admin_UPS | UPS_Admin | 1026402184 001G7 | | 8,000 |
| HP_Laserjet_9040 | Printer | JPFL7510J1 | | 1,000 |
| HP Laserjet 4600 | Printer | JPDKF3598 2 | | 2,500 |
| Admin Ap | Access Point | FTX1346N2 HY | | 500 |
| HP LaserJet LJ400 | Printer | CNB8D8CS 40 | | 300 |
| DelMainAP | Access Point | FTX1346N2 HY | | 900 |
| HP Color CM4730 | Printer | JP4L153307 | | 4,900 |

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|-----------------------------------|------------------|-----------------|---------------------|--------|
| Canon Adv 5051 | Printer | 1E8F2D5FD F | | 1,500 |
| Canon Adv 5051 | Printer | GQM63479 | | 4,000 |
| iR-ADV C9075 | Printer | HJW50930 | | 20,000 |
| Admin_M DF_SW2 | Switch | CAT0725X2 XD | | 2,300 |
| ESXi-01-1 | Server | 8BKYZ72 | | 5,000 |
| ESXi-02-2 | Server | 8BLTZ72 | | 5,000 |
| ESXi-03-3 | Server | 8BL5Z72 | | 5,000 |
| VMware_S witch.delco ra2000.org | Switch | CAT1028Z H9W | | 1,100 |
| SAN_SWI TCH | Switch | FOC1415Y7 6S | | 2,300 |
| Admin-emc | SAN | APM001247 18159 | | 8,000 |
| Jatheon | Email Archiver | IEFYT11G | | 6,000 |
| Plant_Router | Router | JMX0740L0 CW | | 1,820 |
| Plant1760 | Router Cisco | F0C07251B 6K | | 1,000 |
| PlantASA5 512 | Firewall | FCH18357Z 3J | | 5,000 |
| Plant SAN | SAN | APM001247 18159 | Emc VNX | 16,000 |
| Instrument ation Biometric | | 1051100 | Biometric Reader | 5,000 |
| ESX2-Plant | Server | MX2250D1 N | HP ProLian DL360 G7 | 5,000 |
| ESX-Plant | Server | MXQ2250D 2C | HP ProLian DL360 G7 | 5,000 |
| Instrument ation Biometric Reader | Biometric | 12345678 | | 5,000 |
| Shop Biometric | Biometric | 10511309 | | 5,000 |
| B2 Biometric Reader | Other | 1051589 | | 5,000 |
| Central Maint | Biometric Reader | 1051324 | | 5,000 |

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|-------------------------|-------------------|------------------|--|--------|
| Biometric Reader | | | | |
| HP Color Laserjet 2840 | Printer | CNHC7BB0 B0 | | 830 |
| Designjet T1100 | Printer | MY8896C07 1 | | 25,000 |
| Color LaserJet CP2025dn | Printer | CNG844077 1 | | 3,500 |
| Canon IR-ADV 5035 | Printer | GNW61246 | | 5,000 |
| iR-ADV C5045 | Printer | GPQ60416 | | 5,000 |
| iR-ADV C5035 | Printer | GNW62219 | | 5,000 |
| CANOND 8FD5E | Printer | F190502 | | 2,000 |
| Plant_B2 | Switch | FD01950E1 WS | | 3,000 |
| Plant B2 | Switch | FD019501D KL | | 3,000 |
| Blower Build | Switch | | | 1,500 |
| Plant_B5 | Switch | FD1019501 DEX | | 3,000 |
| PlantTrailer | Switch | | | 1,500 |
| Incin Switch | Meraki Switch | Q2HP-A5SS-W6E6 | | 1,500 |
| Liebert UPS_Plant | UPS | 1222102185 004L4 | | 10,000 |
| Barracuda_Admin | Backup | BAR-BS-826813 | | 8,000 |
| Barracuda_Plant | Backup | BAR-BS-822790 | | 8,000 |
| KIP3000 | Printer | | | 20,000 |
| PlantASA5 512 | Firewall | FCH18357Z 3J | | 6,000 |
| Plant_San | SAN | APM001247 18159 | | 15,000 |
| Plant_ESX 1 | Proliant DL380-G7 | 2M203402N 6 | | 4,000 |
| Plant_ESX 2 | Proliant DL360G7 | MXQ2250D 2C | | 4,000 |

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|-----------------|-----------------|-------------------|--|--------|
| Drobo | SAN | DRB143401000027 | | 10,000 |
| UCS_Server | UCSC-C220-M3SBE | FCH1748V03S | | 5,000 |
| UCS_Server | UCSC-C220-M3SBE | FCH1748V091 | | 5,000 |
| Admin Basement | Cisco 7940 | INM09473XH8 | | 304 |
| Bill Karch | Cisco 7960 | 00:0D:29:5E:49:75 | | 360 |
| Billing Temp | Cisco 7960 | FC:H1:04:88:KD:00 | | 360 |
| Chris Lenton | Cisco 7960 | 00:0D:29:9D:34:75 | | 360 |
| Dan Dutton | Cisco 7960 | 00:0D:29:9D:33:EF | | 360 |
| Debbie Saunders | Cisco 7960 | 00:0D:29:9D:35:58 | | 360 |
| Ed Bothwell | Cisco 7960 | 00:0D:29:9D:3B:BC | | 360 |
| Jessie Lawler | Cisco 7960 | 00:0D:29:5E:49:59 | | 360 |
| Joe Centrone | Cisco 7960 | 00:0D:29:9D:34:CC | | 360 |
| John Pileggi | Cisco 7960 | 00:0D:29:9D:33:27 | | 360 |
| Mike Sweeney | Cisco 7960 | 00:0D:29:5E:49:70 | | 360 |
| Lou DePeitro | Cisco 7960 | 00:0D:29:9D:32:C3 | | 360 |
| Mark Dorrin | Cisco 7960 | 00:0D:29:5E:54:62 | | 360 |
| Michael Opet | Cisco 7960 | 00:0D:28:7E:1B:0E | | 360 |
| Mike DiSantis | Cisco 7960 | 00:0D:29:9D:33:78 | | 360 |
| Mike Rothaupt | Cisco 7940 | 00:0F:23:AC:42:F9 | | 304 |
| Mike Warholic | Cisco 7960 | 00:0D:29:5E:49:6C | | 360 |
| Pamela Cherry | Cisco 7960 | 00:0D:29:9D:36:90 | | 360 |
| Phyllis Benson | Cisco 7960 | 00:0D:28:E8:0D:02 | | 360 |

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| Dalinda Carrerr-Papdi | Cisco 7960 | 00:0D:29:9D:3B:65 | 360 |
| Steve Babylon | Cisco 7940 | 000D651CE E3A | 304 |
| Shift Foreman | Cisco 7960 | 00:0D:29:9D:33:76 | 360 |
| Spare 7960G | Cisco 7960 | FCH10468B AC | 366 |
| Pam Caulk | Cisco 7960 | 00:0D:29:5E:54:47 | 360 |
| Bob Wilert | Cisco 7960 | C40ACBE0 00FF | 360 |
| Ryan Richards | Cisco 7960 | 00:0D:29:5E:52:A2 | 360 |
| Shep Garner | Cisco 7940 | 000D657965 EB | 304 |
| Board Phone | Cisco 7960 | A8:B1:D4:F A:55:24 | 360 |
| Sue Foley | Cisco 7960 | 00:0D:65:B C:9B:C8 | 304 |
| Trena Byrd | Cisco 7960 | 00:26:CB:B F:35:EE | 360 |
| Mike Cherico | Cisco 7940 | 00:0D:65:56:E5:42 | 304 |
| Tracy Harris | Cisco 7960 | 00:0D:29:9D:33:8D | 360 |
| David Campell | Cisco 7960 | 00:12:DA:D B:F2:A0 | 360 |
| William Smith | Cisco 7960 | 0C:68:03:C0:80:05 | 360 |
| Patrick Henry | Cisco 7960 | 000D295E5 3F2 | 360 |
| James Cassidy | Cisco 8811 | 000D299D3 423 | 360 |
| Admin Lobby | Cisco 7960 | 000DBC50E 003 | 360 |
| ED McKinney | Cisco 7960 | 001A6D265 F15 | 360 |
| Ray Rios | Cisco 7942 | 3CCE7359A 9FA | 304 |
| Clint Swope | Cisco 7962 | 24B6574492 2E | 360 |
| Lindsey Isler | Cisco 7962 | 0021D8B9C 240 | 360 |

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|-----------------------------|--------------|------------|--------------------------------------|-------|
| B2 Control Room | Cisco Meraki | | MR42 | 750 |
| B2_AP1_Lab_Office | Cisco Meraki | | MR42 | 750 |
| B2_AP2_1st Floor | Cisco Meraki | | MR42 | 750 |
| B3-2 | Cisco Meraki | | MR42 | 750 |
| B5_Instrumentation | Cisco Meraki | | MR42 | 750 |
| Blower Building Office | Cisco Meraki | | MR42 | 750 |
| Blower Building Wall Mount | Cisco Meraki | | MR42 | 750 |
| Incin_Level_1 | Cisco Meraki | | Q2KD-67UC-VJK5 | 800 |
| Maint Building Outside OD-5 | Cisco Meraki | | MR72 | 775 |
| SYSADMIN | Workstation | 8CQ831008G | HP ENVY Curved All-in-One PC 34-b0xx | 2,000 |
| TEMPLAT ELAPTOP | Workstation | USH808L09K | HP ProBook 640 G3 | 700 |
| SYSTEMS PECIALIST | Workstation | USH808L0N0 | HP ProBook 640 G3 | 700 |
| STORERO MINFOR | Workstation | MXL7231M6H | HP EliteDesk 705 G3 Desktop Mini | 725 |
| BILLINGS PARE | Workstation | MXL7231M6C | HP EliteDesk 705 G3 Desktop Mini | 725 |
| MARIANI CHRIS | Workstation | 5CG7430JRC | HP ProBook 650 G3 | 1200 |
| KIOSK03 | Workstation | MXL7381FZQ | HP EliteDesk 705 G3 Desktop Mini | 725 |
| KIOSK02 | Workstation | MXL7381FZN | HP EliteDesk 705 G3 Desktop Mini | 725 |
| DISANTISM | Workstation | 5CG6515CVZ | HP ZBook 14 G2 | 700 |
| MCCLEAFTJ | Workstation | 5CG70320J0 | HP EliteBook 850 G3 | 1200 |
| GARNER S_LAPTOP | Workstation | 5CG7031ZT7 | HP EliteBook 850 G3 | 1200 |

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|--------------------------|-----------------|--------------------|-----------------------|--------|
| CENTRO NEJ_LAP TO | Workstation | 5CG70321J T | HP EliteBook 850 G3 | 1200 |
| KIOSK1 | Workstation | 2UA65027Z D | HP ProDesk 400 G3 SFF | 600 |
| EDPAULI NO | Workstation | 2UA650280 L | HP ProDesk 400 G3 SFF | 600 |
| DALINDA WRTP | Workstation | 2UA65027T 5 | HP ProDesk 400 G3 SFF | 600 |
| B2 SAN | SAN | CF2HK1619 00059 | Emc VNX | 20,000 |
| SYSTEMS PECIALIS T | CISCO 8811 | FCH2030G VQE | | 360 |
| ASA5516 X | CISCO Switch | | CISCO Security Switch | 2350 |
| ASA 5516x | CISCO Switch | | Cisco Security Switch | 2350 |

Radio and Antenna Equipment as of October 31, 2018

| | Spread Spectrum Radio's | | | Licensed Radio's | | | Cellular | Ethernet Radio | | Antenna's | |
|---|---|---------------------------------------|---------------------------------------|-----------------------------|--|--------------------------------|------------------------|---------------------------|-------------------------------------|------------------------------|-----------------------|
| | 900 MHz Spread Spectrum Repeater | 900MHz Spread Spectrum RADIO | 900MHz Spread Spectrum Radio | 900MHz Licensed RADIO | Redundant 900MHz Licensed RADIO | 9710 RADIO REPLACE- MENT | | 900 MHz Entranet Radio | 900 MHz Entranet Access Point | TY-900 12dBi Yagi Antenna | Scala Omni Antenna |
| LOCATION | | | | | | | | | | | |
| Darby Creek PS | | | | 9710 | | | | | | | 1 |
| Muckinipates PS | | 9810 | | 9710 | | | | | | | 1 |
| Folcroft PS | | 9810 | | | | | | | | | 1 |
| Central Delco PS | | | | | | SD-9 | | | | | 1 |
| Eddystone PS | | | | 9710 | | | | | | | 1 |
| Chester PS | | | | 9710 | | | | | | | 1 |
| Eighth St. Chester Lift Station | | | | 9710 | | | | | | | 1 |
| Feltonville Lift Station | | | | 9710 | | | | | | | 1 |
| Broomall St. PS | | | | 9710 | | | | | | | 1 |
| Lower Chichester Twp. Metering Pit | | | | 9710 | | | | | | | 1 |
| Price St. PS | | | | 9710 | | | | | | | 1 |
| Marcus Hook PS | | | | 9710 | | | | | | | 1 |
| Beech St. PS | | | | 9710 | | | | | | | |
| Chadds Ford Ridings | | 9810 | | | | | | | | | 1 |
| Smith St PS | | | | 9710 | | | | | | | 1 |
| Viscose Village PS | | | | | | SD-9 | | | | | |
| Chester Ridley Creek PS | | | | | | SD-9 | | | | | 1 |
| Riverside WWTP | | | | | | | Raven CDMA C3210 | | | | |
| Thornbury WWTP | | | | | | | Raven CDMA C3210 | | | | |
| Turners Mill WWTP | | | | | | | Raven CDMA C3210 | | | | |
| Parco Tower | 9820 spare | 9810 | | 9710 | | | | | | | 1 |
| Armquip Tower | | | | | SD-9 Redundant Repeater + Spare | | | | | | 2 |
| Edgemont | | 9810 | | | | SD9 | | | | | 2 |
| Treatment Plant in Chester WRTF | | | | | SD-9 Redundant Master + Spare | | Raven CDMA C3210 | | 1 | 1 | 1 |
| Crozier Building | | | | | | | | 1 | 1 | 1 | 1 |
| Front & Booth CSO | | | | | | | | 1 | | 1 | |
| Front & Highland CSO | | | | | | | | 1 | | 1 | |
| Front & Hayes CSO | | | | | | | | 1 | | 1 | |
| Front & Townsend CSO | | | | | | | | 1 | | 1 | |
| Chester Park CSO | | | | | | | | 1 | | 1 | |
| Delaware & Reaney CSO | | | | | | | | 1 | | 1 | |
| Reaney ST CSO | | | | | | | | 1 | | 1 | |
| 5th & Pusey CSO | | | | | | | | 1 | | 1 | |
| 2nd & Lloyd CSO | | | | | | | | 1 | | 1 | |
| 2nd & Tilghman CSO | | | | | | | | 1 | | 1 | |
| Kerlin & Finland CSO | | | | | | | | 1 | | 1 | |
| 7th & Penn CSO | | | | | | | | 1 | | 1 | |
| 5th & Penn CSO | | | | | | | | 1 | | 1 | |
| 2nd & Parker CSO | | | | | | | | 1 | | 1 | |
| 3rd & Dock CSO | | | | | | | | 1 | | 1 | |
| 3rd & Edgemont CSO | | | | | | | | 1 | | 1 | |
| 2nd & Edgemont CSO | | | | | | | | 1 | | 1 | |
| 2nd & Welsh CSO | | | | | | | | 1 | | 1 | |
| 14th & Crozier CSO | | | | | | | | 1 | | 1 | |
| 9th & Sproul CSO | | | | | | | | 1 | | 1 | |
| 6th & Sproul CSO | | | | | | | | 1 | | 1 | |
| 3rd & Upland | | | | | | | | 1 | | 1 | |
| Sun & Hancock | | | | | | | | 1 | | 1 | |
| 9th & Campbell | | | | | | | | 1 | | 1 | |
| 8th & McDowell | | | | | | | | 1 | | 1 | |
| Seaport Dr | | | | | | | | 1 | | 1 | |
| 4th & Melrose | | | | | | | | 1 | | 1 | |
| 1 EntraNet Access Point Radio and equipment - 419 Ave. of the States | \$1,400 | | | | | | | | | | |
| | 9820 | 9810 | | 9710 | MDS 9790 | MDS SD-9 | Orbit | Raven CDMA C3210 | 1 | 1 | 1 |
| SPARES | 1 | 2 | | 4 | 2 | 2 | 22 | | 2 | | |
| TOTAL Installed | 1 | 7 | 1 | 15 | 2 | 4 | 0 | 5 | 29 | 3 | 4 |

Schedule 4.11(a)

Employee Benefit Plans

Delaware County Regional Water Quality Control Authority 401(a) Defined Contribution Plan, adopted January 1, 2000 and most recently restated January 1, 2019. The following documents relate to this plan:

- Adoption Agreement #0003 – Volume Submitter Profit Sharing Governmental Plan
- Basic Plan Document #P-03
- IRS Advisory Letter dated March 31, 2014 confirming that the Volume Submitter Profit Sharing Plan is acceptable under Section 401 of the Internal Revenue Code for use by employers for the benefit of their employees.

Delaware County Regional Water Quality Control Authority Retirement Plan

Workers' Compensation and Employers' Liability Insurance Policy through AmTrust Insurance Company of Kansas, Inc.

Standard Insurance Company Non-Participating Group Life Insurance Policy

Standard Insurance Company Group Long Term Disability Insurance Policy

Independence Blue Cross Medical, Prescription Drug and Vision

Delaware County Regional Water Quality Control Authority Retirement Plan Trust Agreement

Standard Insurance Company Group Short Term Disability Insurance Policy

Travelers Property/Casualty Insurance Program, including Fiduciary Liability, Cyber Liability and Workers' Compensation

Schedule 4.11(b)

Multiemployer Plans

None

Schedule 4.11(c)

Post-Termination Benefit Obligations

- Pursuant to the Enhanced Retirement and Release Agreement between Delaware County Regional Water Quality Control Authority and Robert Powell, dated April 1, 2016, retired employee Robert Powell receives family medical coverage from Delaware County Regional Water Quality Control Authority.

Schedule 4.11(e)

Severance Agreements

Enhanced Retirement Agreement and Release between Phyllis Benson and DELCORA, dated January 26, 2016.

Addendum to Enhanced Retirement Agreement and Release between Phyllis Benson and DELCORA, dated February 29, 2016.

Enhanced Retirement Agreement and Release between Robert Powell and DELCORA, dated April 1, 2016.

Schedule 4.12(a)

Exceptions to Personnel Payments

None.

Schedule 4.13

Environmental Compliance

Environmental Covenant:

The property affected by this Environmental Covenant is Front and Thurlow Streets, City of Chester, Pennsylvania 19013, known as Former Abbonizio Recycling and Covanta Delaware Valley, LP (Parcel Identification No. 49-11-01310-90). Site soils exhibited concentrations of iron and aluminum above PADEP non-residential direct contact Medium Specific Concentrations (“MSC”). Additionally, lead, arsenic and benzo(a)pyrene exhibited concentrations above PADEP numerical values, but have been remediated to below the selected non-residential, non-use aquifer MSCs. Finally groundwater concentrations attained the selected non-residential, non-use aquifer MSC for volatile organic, semi-volatile organic metals and PCBs. As a result, the property is subject to the following activity and use limitations as set forth in this covenant, which the then current owner of the property, and its tenants, agents, employees and other persons under its control, shall abide by:

- The property shall only be used for non-residential purposes;
- Soil within the designated aluminum and iron areas, along with a soil management plan are set forth in Exhibits B and C to this covenant; and
- Groundwater is not to be used on the property for any purpose.

This covenant was approved by the Pennsylvania Department of Environmental Protection on July 27, 2017, and recorded on August 7, 2017 at Book 6041, Page 1749 in the Office of the Recorder of Deeds of Delaware County, Pennsylvania.

Consent Decree:

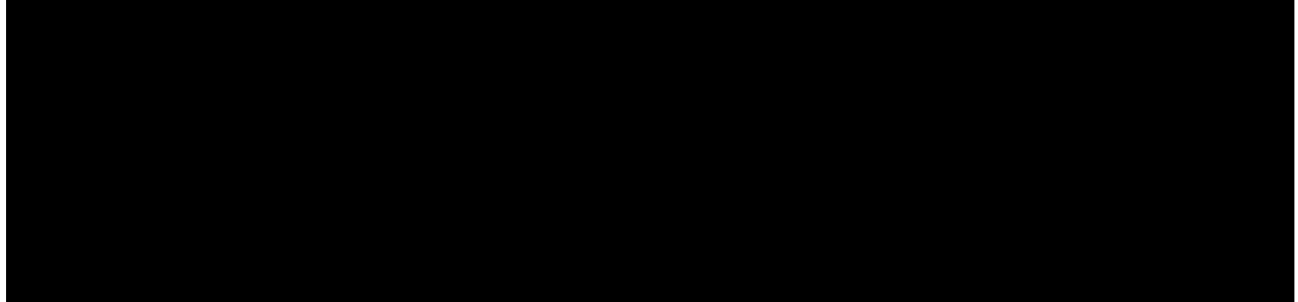
DELCORA is party to a Consent Decree with EPA and the Pennsylvania Department of Environmental Protection (“DEP”) concerning the development and implementation of a more comprehensive Long-Term Control Plan (“LTCP”) to control storm water discharges from its combined sewer overflows (“CSOs”). The Consent Decree became effective on November 13, 2015.

Stage 1 Total Maximum Daily Loadings:

Stage 1 Total Maximum Daily Loadings (“TMDLs”) have been established by the U.S. Environmental Protection Agency (“EPA”) and the Delaware River Basin Commission (“DRBC”) for the Delaware River Estuary and the corresponding Waste Load (“WLA”) allocation assigned to DELCORA for the discharge of polychlorinated biphenyls (“PCBs”) from its Western Regional Treatment Plant (“WRTP”). DELCORA and a number of other entities appealed the Stage 1 TMDL and their respective WLAs. That appeal was withdrawn recently by DELCORA and all other appellants with the expectation that EPA will continue to negotiate in good faith with the parties and other regulated entities to develop and issue a Stage 2 TMDL and associated WLA’s that will supersede the Stage 1 TMDL and Stage 1 WLAs. Thus far, EPA and DRBC haven’t

issued a proposed Stage 2 TMDL or the associated Stage 2 WLAs but it is DELCORA's current expectation that a proposed Stage 2 TMDL will be issued soon, perhaps in Q4-2019 or Q1-2020.

Grand Jury Subpoenas: [highly confidential]



Underground Tanks:

- (3) fuel oil tanks at WRTP that have been closed per PADEP requirements
- (1) fuel oil tank at Chester Pump Station that is no longer in use and closed
- (1) fuel oil tank at Marcus Hook Pump Station that is no longer in use and has not been closed
- (1) wastewater process tank at Marcus Hook Pump Station that is no longer in use but has not been closed

Site Investigation at the DECLORA Site, Chester, Pennsylvania (May 1992):

Prepared for DELCORA which summarizes the findings of the soil investigation conducted at 3201 W. Front Street, in Chester City, Pennsylvania. The report suggests contamination is present at varying degrees across the site.

Final Report on the Disposition of Excavated Soils (October 1996):

Prepared for DELCORA to detail the disposition of the soils excavated during the construction of Clarifier No. 5 at the DELCORA wastewater treatment plant in Chester, Delaware County, Pennsylvania. A total of 31,264.76 tons of soil having greater than 500mg/kg TPH was taken offsite for disposal at the Pottstown Landfill, and approximately 11,000 cubic yards of soil having less than 500 mg/kg TPH remained onsite and was used as backfill for the construction of Clarifier No. 5.

SSO Reporting for 2016- July 31, 2019:

| <u>2016 Master SSO Report</u> | | | | | |
|--------------------------------------|---------------------------------------|---------------------------|---------------------------|--------------------------------|---|
| Area | Address | Discharge Observed | Discharged Stopped | Reported By | Notes |
| East | Central Delaware PS | 2/16 13:38 | 2/16 14:01 | T. Czwalina 2/16 14:48 | Heavy rain caused high flows to the station, all pumps in service at time. Overflow subsided when crew manually cleaned bar screens. |
| West | CSO #004 Front and Hayes St | 2/18 7:35 | 2/18 7:35 | M. Warholc 2/18 7:55 | Rags partially blocking pipe to truck line and regulator. Last checked on 2/17 at 7:26. Cleared and opened. |
| West | CSO #007 Delaware Ave. and Reaney St. | 2/26 13:00 | 2/26 14:00 | M. Warholc 2/26 14:55 | Temporary pump used to relieve Interceptor failed and had to be replaced. Crew switched pumps and overflow ended. |
| West | Manhole # 995 Near 12th and Parker | 3/14 15:17 | 3/14 16:45 | J. Cartafalsa 3/14 16:18 | Grease and rags were removed from the line which stopped overflow. |
| West | Plant Recycle Flow (PRF) Gravity Line | 4/26 22:30 | 4/27 1:00 | D. Voshelle 4/27 1:35 | Overflow was caused by a failure of one of the two pumps. Stand-by pump put into service to stop overflow. |
| West | Park Lane in Parkside | Unknown Unknown | 5/17 13:00 | M. DiSantis 5/17 11:15 | Resident walking in area noticed leak. Source was determined to be pipe damaged by tree roots. Roots were cut and pipe segment repaired. |
| East | Central Delaware PS | 5/30 3:45 | 5/30 5:35 | D. Voshelle 5/30 6:00 | Heavy rain caused high flows to the station, all pumps in service at time. Overflow subsided when influent flow decreased. |
| East | Bridle Way PS, Edgmont Twp. | 5/31 7:30 | 5/31 8:00 | M. DiSantis 5/31 8:30 | The VFD for pump #1 failed. Pump placed in hand to end overflow. |
| West | 600 Block W. 12th Street, Chester | 7/12 15:12 | 7/12 18:00 | J. Cartafalsa 7/12 15:12 | Resident called sewer complaint line. Overflow occurred in heavy brush area most likely due to a grease build up in line. Line was cleared to end overflow. |
| West | Marcus Hook Pumping Station | 11/27 9:29 | 11/27 10:30 | J. Cartafalsa 11/27 9:52 | Overflow was caused by a piece of faulty bypass pumping. Crew replaced the pipe and will perform periodic station checks. |

| | | | | | |
|------|-----------------------------|--------------|--------------|-----------------------------|---|
| West | Marcus Hook Pumping Station | 12/5 7:30 | 12/5 7:35 | M. DiSantis 12/5 8:58 | Overflow was caused by a piece of faulty bypass pumping. Contractor who supplied pipe is inspecting all pipe and will replace any piping as needed. |
|------|-----------------------------|--------------|--------------|-----------------------------|---|

| <u>2017 Master SSO Report</u> | | | | | |
|--------------------------------------|---|---------------------------|---------------------------|--------------------------------|---|
| Area | Address | Discharge Observed | Discharged Stopped | Reported By | Notes |
| East | Norwood Pumping Station | 1/1 11:00 | 1/1 11:30 | J. Cartafalsa 1/1 11:43 | There was a failure with the breaker to the bubbler. Issue was corrected and a float was added to the wet well as a back up. All debris and stranding water was removed by staff. |
| West | 2757 Bethel Rd. Chester Township | 2/17 14:00 | 2/17 16:18 | J. Cartafalsa 2/17 15:26 | Grease and rags were removed from the line which stopped overflow. Area was cleaned by staff with all debris removed. |
| East | Winona Avenue Pump Station | 4/6 16:18 | 4/6 17:00 | P. Henry 4/7 7:40 | The contactor along with the all of the capacitors failed, the cause of which is currently unknown. A portable pump was set up to operate the station. |
| West | 14th & Crozer (CSO # 19) | 4/10 11:45 | 4/10 14:10 | M.Warholc 4/10 0:45 | Crew removed a large belgium block from the line. |
| West | Widener drive way from gym to football stadium | 4/17 11:30 | 4/17 13:00 | M.Warholc 4/17 13:20 | Tree root infiltrated an 8 inch clay pipe. Crew used vactor to break blockage and Delcora crew will repair pipe 4/18/17 |
| West | End of 14th St. between I-95 and Widener baseball field | 6/14 10:00 | 6/14 10:45 | M.Warholc 6/14 10:11 | There was rag blockage in the line that the crew opened up with jet truck. |
| West | 15th and Arbor Dr. | 6/26 12:00 | 6/14 12:20 | J. Cartafalsa 6/26 13:00 | There was a rag and grease blockage in the line that the crew opened up with jet truck. |
| West | Woods behind 115 E. Garrison | 7/28 10:26 | 7/28 13:39 | S. Babylon 7/28 11:30 | The sewer pipe running through the creek washed away and broke. A plan is being formulated to repair the pipe. |
| West | Central Pumping Station | 8/23 1:25 | 8/23 2:25 | T. Czwalina 8/23 2:30 | High flows to the station caused by heavy rain. All pumps were in service during bypass. Bypass ended |

| | | | | | |
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| | | | | | when flow to the station went below capacity. |
| West | 300 Block of 10th St. Upland | 8/22 23:45 | 8/23 1:09 | J. Cartafalsa 8/23 0:55 | Heavy rain in a short period of time caused a bottleneck downstream causing the overflow. |
| West | WRTP | 10/31 13:50 | 10/31 14:15 | J. Cartafalsa 10/31 14:18 | There was a level sensor failure that caused a back up of the Delaware Interceptor causing an overflow of CSO's 2,5,7 |
| West | WRTP | 11/8 21:45 | 11/8 22:00 | M. DiSantis 11/9 9:30 | PRF overflow caused by a partial blockage in the gravity line. Blockage was cleared with high pressure flush truck. Normal operation then resumed. |
| West | 947 E. 14th St. Chester | 12/15 10:45 | 12/15 11:15 | J. Cartafalsa 12/15 11:20 | A grease build up in the pipe caused a blockage, which was cleared with a high pressure water truck. |
| East | Muck Pumping Station | 12/17 7:27 | 12/17 13:28 | T. Czwilina 12/17 13:56 | A failure with the UPS for the PLC which operates the station caused the failure. |
| West | Reaney St. CSO #7 | 12/28 8:30 | 12/28 11:45 | J. Cartafalsa 12/28 12:20 | The godwin pump used to maintain the levels on the interceptor was frozen, which led to CSO #7 bypassing. |

| <u>2018 Master SSO Report</u> | | | | | |
|--------------------------------------|--------------------------|---------------------------|---------------------------|--------------------------------|---|
| Area | Address | Discharge Observed | Discharged Stopped | Reported By | Notes |
| West | Edgemont Ave. Parkside | 1/8 2:30 | 1/8 4:00 | M. Warholc 1/8 4:15 | There was an undetermined main line blockage which was broken using the vactor. Continuation of our maintenance and cleaning program will help prevent further issue. |
| West | WRTP | 1/12 12:00 | 1/12 15:15 | M. DiSantis 1/12 14:00 | Heavy rains caused high flows causing tanks T-1 and T-2 to overflow. |
| West | Taylor Arboretum | 1/12 N/A | 1/12 N/A | M. Warholc 1/15 10:45 | It is believed that the heavy rain event on 1/12 caused the manhole to overflow. |
| West | Park Valley Ln. Parkside | 1/12 13:00 | 1/12 14:00 | J. Cartafalsa 1/12 14:19 | Heavy rain in a short span caused a bottleneck backing up flow. |
| West | CSO's 4,5,7 | 1/14 8:00 | 1/14 11:00 | J. Cartafalsa 1/14 11:01 | A breakdown of the rake on the influent bar screen was the cause of the CSO bypass. |

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| | | | | | The flow was bypassed while repairs were made. |
| West | WRTP | 1/20 19:25 | 1/20 19:45 | P. Bostick 1/20 20:00 | A pump failure caused the gravity line to back up, which caused an overflow on three manholes along the line. |
| West | WRTP | 2/11 12:30 | 2/11 15:30 | P. Bostick 2/11 16:30 | Heavy rains caused high flows causing T-1 and T-2 to overflow |
| West | 2757 Bethel Rd. Manholes 1771 & 1779 | 2/25 16:30 | 2/25 17:30 | J. Cartafalsa 2/25 17:55 | Grease and rags were removed which ended the overflow. |
| West | CSO #007 | 3/9 13:00 | 3/9 20:00 | M. Warholc 3/9 13:55 | Post storm/snow melt caused heavy flows to the CSO. Seaport pump running at full capacity |
| West | WRTP | 3/10 11:45 | 3/10 12:30 | P. Bostick 3/10 14:30 | Grease blockage in gravity line to PRF PS caused overflow. Line was jetted and cleaned, ending overflow. |
| West | CSO #007 | 3/23 8:00 | 3/23 13:00 | M. Warholc 3/23 9:09 | Post storm/snow melt caused heavy flows to the CSO. Seaport pump running at full capacity |
| West | Tyler Arboretum Manholes #2875 and #2897 | 4/16 N/A | 4/16 11:00 | M. DiSantis | Heavy rain in a short span caused a bottleneck backing up flow. |
| West | WRTP | 4/16 8:15 | 4/16 15:30 | M. DiSantis 4/16 8:55 | Heavy rains caused heavy flows in excess of 100 MGD. |
| West | CSO #007 | 4/17 12:00 | 4/18 11:00 | M. Warholc 4/17 12:00 | The interceptor did not recover from heavy rains that caused an extended drainage time. |
| West | CSO #20 | 5/24 9:51 | 5/24 0:37 | M. Warholc 5/24 0:35 | A blockage in the crossover line caused a minimal overflow. |
| West | WRTP | 6/11 18:32 | 6/11 19:15 | T. Czwalina 6/11 19:00 | Blockage in gravity line to PRF PS caused overflow. Line was jetted and cleaned, ending overflow. |
| West | WRTP | 6/29 7:30 | 6/29 7:31 | P. Bostick 6/29 | A pump failure causing the PRF level to rise led to an overflow from the T-27 manhole and grease lakeside drain. |
| West | WRTP | 7/11 20:15 | 7/11 22:15 | T. Czwalina 7/11 | A blockage in the PRF line caused an overflow from the manhole's outside T-12 and T-27 |
| West | WRTP | 7/16 15:10 | 7/16 15:20 | T. Czwalina 7/16 16:01 | A temporary sludge pump discharge line worked its |

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| | | | | | way out of a tank causing a spill. |
| West | WRTP | 8/5 4:20 | 8/5 4:30 | P. Bostick 8/5 5:00 | A failure of the back up pump on the PRF caused a minor spill from the manhole located by T-27. |
| West | CSO #007 | 8/6 13:45 | 8/6 14:35 | M. Warholc 8/6 13:50 | A malfunction of the pump on the Seaport Relief line caused a minor discharge out of the CSO outfall. |
| West | 4th & Melrose ARV | 9/14 11:00 | 9/14 12:15 | M. Warholc 9/14 11:24 | An error in the operation of servicing an air relief caused the overflow. |
| West | 19,21,23 Cedar St. Marcus Hook | 10/22 9:25 | 10/22 10:30 | J. Cartafalsa 10/22 11:05 | While breaking a blockage in a surcharged line the pressure from the jetter truck caused sewage to come out of the private lateral vents. |
| West | Intersection of Price & Post Rd. Pipeline Segment #4115 | 11/12 8:30 | 11/12 10:00 | M. Warholc 11/12 9:35 | Heavy grease caused a blockage in the main. We will continue with O&M plan of cleaning and televising. |
| West | Beech St. Pump Station | 11/13 7:49 | 11/13 7:53 | P. Bostick 11/13 11:33 | Heavy rains caused an overflow from the station. |
| West | Taylor Arboretum | 11/26 N/A | 11/26 N/A | M. Warholc 11/16 10:30 | DELCORA received a call from Arboretum staff of a suspected overflow from manholes during a heavy rain event. |
| West | WRTP | 11/29 8:30 | 11/29 8:33 | P. Bostick 11/29 15:30 | A malfunction of the level sensor for the tank during transfer caused an overflow. |
| West | West 9th St. Trainer Borough | 12/20 11:37 | 12/20 12:00 | J. Cartafalsa 12/20 11:48 | Heavy grease caused a blockage in the main. We will continue with O&M plan of cleaning and televising. |
| West | Taylor Arboretum | 12/28 N/A | 12/28 N/A | J. Cartafalsa 12/28 13:10 | Excess rainfall caused water to overflow from the bolt holes on the manhole. |
| East | Central Delaware County Pump Station | 1/12 14:40 | 1/12 14:58 | P. Henry 1/12 16:40 | Heavy rains caused high flows causing a bypass |
| East | Central Delaware County Pump Station | 2/7 18:04 | 2/7 19:20 | | Overflow occurred during a rain event, but was caused by recent changes made to the pump control system |
| East | Muck PS | 3/2 20:10 | 3/2 20:23 | P. Bostick 3/2 20:34 | Power outage to the station caused a disruption to the programming operation of the station. |

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|------|---|----------------|----------------|-------------------------------|--|
| East | Central Delaware County Pump Station | 4/16 8:50 | 4/16 11:00 | M. DiSantis 4/16 8:55 | High flows caused by heavy rain. All pumps were in service during bypass. |
| East | Central Delaware County Pump Station | 8/13 9:49 | 8/13 12:05 | T. Czwalina 8/13 11:39 | High flows caused by heavy rain started the third pump until the motorized discharge valve failed leading to a pump failure and bypass. |
| East | Muck PS | 11/24 22:21 | 11/25 0:40 | P. Bostick 11/25 3:15 | Heavy rain caused high flows to the station causing a bypass. All pumps were in service at the time of the bypass. |
| East | Central Delaware County Pump Station | 11/24 21:30 | 11/24 1:18 | P. Bostick 11/25 3:15 | Heavy rain caused high flows to the station causing a bypass. All pumps were in service at the time of the bypass. |
| East | Muck PS | 12/28 11:16 | 12/28 13:08 | P. Bostick 12/28 16:45 | All pumps were in service at the time of the overflow. Excess flow to the station caused the overflow. |
| West | 500 W. Brookhaven Rd. Rose Valley | 1/3 0:00 | 1/3 0:45 | J. Cartafalsa 1/3 9:00 | A rag blockage at the mouth of the pipe caused the back-up. Continuation with our maintenance and cleaning will help prevent further issues. |
| West | Rose Valley Treatment Plant | 1/12 N/A | 1/12 N/A | S. Gober 1/15 10:00 | It is believed that the heavy rain event on 1/12 caused the overflow from the tank at the plant. |
| West | Rose Valley Pump Station Long Point Ln. | 11/9 16:30 | 11/9 17:30 | P. Bostick 11/13 11:33 | Excessive rainfall and a VFD failure caused the SSO. |
| West | Rose Valley Pump Station Long Point Ln. | 11/13 8:00 | 11/13 8:10 | P. Bostick 11/13 11:33 | Excessive rainfall and a check valve failure caused an SSO at the station. |
| West | Rose Valley Pump Station Long Point Ln. | 11/24 7:48 | 11/24 8:03 | M. DiSantis 11/29 15:30 | Excessive rainfall caused an SSO at the station. |
| West | Rose Valley Pump Station Long Point Ln. | 12/28 10:20 | 12/28 10:45 | P. Bostick 12/28 16:45 | Excessive rainfall and the operation of the third pump at Old Mill PS momentarily overwhelmed the station. |

| <u>2019 Master SSO Report</u> | | | | | |
|--------------------------------------|---------------------------------|---------------------------|---------------------------|-------------------------------|--|
| Area | Address | Discharge Observed | Discharged Stopped | Reported By | Notes |
| West | CSO # 5,7 Townsend & Reaney St. | 1/2 12:45 | 1/2 0:00 | J. Cartafalsa 1/2 12:55 | Heavy rain and a pump failure at Stadium pump station caused a bypass. |

| | | | | | |
|------|---|---------------|----------------|--------------------------------|---|
| West | WRTP | 1/9 10:35 | 1/9 10:36 | P. Bostick 1/9 15:27 | Temporary bypass piping outside of EPS-1 was compromised causing the overflow. |
| West | Beech St. PS | 1/24 15:40 | 1/24 16:08 | P. Henry 1/25 8:01 | Heavy rain caused the station to bypass. |
| West | Taylor Arboretum off of Chestnut St. | 1/25 N/A | 1/25 N/A | M. Warholic 1/25 10:05 | Heavy flow was caused by rain, overflow stopped when rain ended. |
| West | 3501 W. 13th St. Trainer Borough MH #3343 | 2/12 N/A | 2/12 10:30 | J. Cartafalsa 2/12 18:54 | A root blockage in the line caused the overflow. |
| West | WRTP | 4/4 16:30 | 4/4 16:45 | P. Bostick 4/4 18:10 | An air release valve came loose due to vibration on bypass pumping causing the SSO. |
| West | WRTP | 4/7 N/A | 4/7 14:40 | T. Czwalina 4/7 14:52 | A crack in the saddle of bypass pumping caused the overflow. |
| West | Beech St. PS | 5/8 4:15 | 5/8 6:00 | D. Voshelle 5/8 4:27 | Excessive rainfall caused the station to bypass. All pumps were in service during the event. |
| West | CSO #4 Hayes St. | 7/15 N/A | 7/15 7:15 | B. Frick 7/15 8:44 | A possible obstruction at cross-over caused the CSO to bypass. |
| West | Taylor Arboretum off of Chestnut St. | 7/17 N/A | 7/17 N/A | M. Warholic 7/18 9:30 | Heavy flow was caused by rain, overflow stopped when rain ended. |
| West | WRTP T-12 Drain Line | 7/31 9:45 | 7/31 9:50 | P. Bostick 7/31 12:00 | Staff was working on clearing a blockage from the drain line when the blockage broke releasing some of the content. |
| West | WRTP T-1 Grit Tank | 8/5 13:19 | 8/5 14:00 | D. Voshelle 8/6 18:19 | SSO was caused by a fine screen malfunction. This was stopped by placing T-2 back online. |
| West | CSO #7 Reaney St. | 12/13 7:30 | 12/13 10:05 | B. Frick 12/13 9:00 | SSO was caused by a clogged pump and a faulty discharge hose. |
| East | Central PS | 1/24 13:37 | 1/24 15:30 | P. Henry 1/25 8:01 | Heavy rainfall caused the station to bypass. |
| East | Muckinipates Force Main near 517 E. Winona Ave. | 4/10 N/A | 4/10 18:00 | M. DiSantis 4/10 15:00 | A failure of the concrete patch on the force main caused a leak. |
| East | Central PS | 6/20 2:25 | 6/20 5:00 | P. Henry 6/20 6:35 | Heavy rainfall caused the station to bypass. |

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| East | Muckinipates Pumping Station | 7/6 22:10 | 7/6 23:05 | P. Bostick 7/6 1:30 | Excessive rainfall caused the overflow. All pumps were in service during the event. |
| East | Central PS | 8/7 18:20 | 8/7 19:57 | M. Reed 8/8 5:09 | Excessive rainfall caused the overflow. All pumps were in service during the event. |
| East | Central PS | 8/8 12:15 | 8/8 13:05 | P. Henry 8/8 16:05 | Accidental closing of both sluice gates closed by personnel |
| East | Matin Ln. PS | 12/9 17:40 | 12/9 20:00 | M. DiSantis 12/11 8:40 | Excessive rainfall caused the overflow. All pumps were in service during the event. |
| West | Old Mill PS | 1/24 13:10 | 1/24 15:30 | P. Henry 1/25 8:01 | Heavy flow caused by excessive rain caused the station to bypass. |
| West | Rose Valley PS | 1/24 10:40 | 1/24 11:10 | P. Henry 1/25 8:01 | Heavy flow caused by excessive rain caused the station to bypass. Note there were two other starts and finishes at: 13:04 ending at 15:06 and 15:16 ending at 15:28. |
| West | 67 Rose Valley Rd. | 1/29 N/A | 1/29 N/A | J. Cartafalsa 1/29 15:05 | A broken private lateral resulted in sewage bubbling up from the grass. |
| West | 21 South Longpoint Ln. Roser Valley ARV-138 | 4/23 N/A | 4/23 23:15 | R. Frick 4/24 11:11 | SSO was caused by a leaking air release valve. |
| West | Rose Valley Pump Station 18 N. Longpoint Ln. | 6/13 20:45 | 6/13 23:15 | M. DiSantis 6/14 8:15 | Excessive rainfall and the operation of a third pump at Old Mill PS momentarily overwhelmed the Rose Valley PS. |
| West | Rose Valley Pump Station 18 N. Longpoint Ln. | 6/20 1:55 | 6/20 4:08 | P. Henry 6/20 6:25 | Excessive rainfall and the operation of a third pump at Old Mill PS momentarily overwhelmed the Rose Valley PS. |
| West | Rose Valley Pump Station 18 N. Longpoint Ln. | 7/11 19:30 | 7/11 20:25 | M. Reed 7/11 3:20 | Excessive rainfall and the operation of a third pump at Old Mill PS momentarily overwhelmed the Rose Valley PS. |
| West | Rose Valley Pump Station 18 N. Longpoint Ln. | 8/8 17:30 | 8/8 19:47 | M. Reed 8/8 5:09 | Excessive rainfall and the operation of a third pump at Old Mill PS momentarily overwhelmed the Rose Valley PS |
| West | Pool Ln MH #4543 | 9/17 7:30 | 9/17 8:20 | M. Warholic 9/17 7:55 | Undetermined main line blockage that was cleared with jet truck |
| West | 6 Chestnut Ln. | 11/27 N/A | 11/27 17:30 | R. Frick 11/27 17:30 | Obstruction in the sewer main caused overflow. |

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| | | | | | Overflow ended when blockage was broken. |
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Schedule 4.14

Authorizations, Licenses and Permits

537 Plan:

- City and County of Philadelphia, Act 537 Plan, Volumes 1 and 2, prepared by BCM Engineers, Inc. dated March 1993, as revised May 1993 and supplemented by letter dated June 30, 1993.
- Approval of Act 537 Sewage Facilities Plan Revision, Rerate of the Western Regional Treatment Plant by the Pennsylvania Department of Environmental Protection, dated February 3, 2009

| <u>Permits</u> | | | | | |
|---|---|----------------------------|-----------------|---|------------------------|
| Type of Permit | Issuer | Permit Number | Permitee | Project/Facility | Expiration Date |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | Permit No. 1507415 | DELCORA | Corinne Village WWTF | April 30, 2023 |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | Permit No. 2316401 | DELCORA | DELCORA Sewer System & STP | Not listed |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Standards and Facility Regulation | Permit No. WQG02231419 | DELCORA | Crum Creek Sewer Project, Edgmont Township, Delaware County | Not listed |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, | Permit No. WQG02231810 T-1 | DELCORA | DELCORA Edgmont Country Club | March 13, 2021 |

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| | Bureau of Clean Water | | | | |
| Authorization to Discharge Under the National Pollutant Discharge Elimination System Discharge Requirements for Publicly Owned Treatment Works (POTWs) (as amended by Amendment 1 issued on December 17, 2013 and Amendment 2 issued on July 18, 2017) | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Standards and Facility Regulation | NPDES Permit No. PA0027103 | DELCORA | DELCORA STP Facility to the Delaware River Estuary Zone 4 in Watershed(s) 3-G | April 30, 2018 Renewal application submitted on October 31, 2017. Operating under a permit shield |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Standards and Facility Regulation | Permit No. WQG02231301 | DELCORA | DELCORA Sewer System & STP, Chester City, Delaware County | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and Wastewater Management | Permit No. 2312401 | DELCORA | Rose Valley Borough STP | Not listed |
| Authorization to Discharge Under the National Pollutant Discharge Elimination System Discharge Requirements for Publicly Owned Treatment Works (POTWs) | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | NPDES Permit No. PA0020575 | DELCORA | Rose Valley Borough STP facility to Ridley Creek in Watershed(s) 3-G | January 31, 2020 (terminated September 2018) |

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| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | Permit No. 1505419 | DELCORA | Sheeder Tract Wastewater Treatment Plant | Not listed. |
| Authorization to Discharge Under the National Pollutant Discharge Elimination System Discharge Requirements for Non-Municipal Sewage Treatment Works | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | NPDES Permit No. PA0052230 | Spring Hill Farm WWTF Association | Spring Hill Farm STP facility to Unnamed Tributary to Webb Creek in Watershed(s) 3-G | December 31, 2020 |
| Clean Water Act Section 404 State Programmatic General Permit | Pennsylvania Department of Environmental Protection | State Authorization GP052318316 | DELCORA | Ship Creek and I-95 | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and Wastewater Management | Permit No. 2302406 | DELCORA | Sharon Hill Borough, Delaware County | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and Wastewater Management | Permit No. 2311402 | DELCORA | Western Regional STP, Chester City | Not listed |
| Water Quality Management Permit (as amended by Amendment No. A-1 issued December 27, 2017) | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and | Permit No. 2309408 | DELCORA | DELCORA Western Regional WWTP, Chester City | December 27, 2019 |

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| | Wastewater Management | | | | |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | Permit No. 2318401 | DELCORA | DELCORA Sewer System & STP | April 24, 2020 |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Resources, Bureau of Water Quality Management | Permit No. 2374402 | DELCORA | Chester Creek Drainage Area, Eddystone Borough, Ridley Creek and Crum Creek Service Area | Not listed |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Clean Water | Permit No. WQG02231715 | DELCORA | Sanitary Sewer along Avenue of the States/ DELCORA Sewer System & STP – Chester City | November 29, 2020 |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Point and Non-Point Source Management | Permit No. 2316405 | DELCORA | DELCORA Influent Pump Station PIPS-1 – Chester City | January 30, 2019 |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Standards and Facility Regulation | Permit No. 2313401 | DELCORA | DELCORA Sewer System & STP – Chester – Ridley Creek Pump station | Not listed |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, | Permit No. WQG02231510 | Rose Hill Developers LP | Southwest Delaware County Municipal Authority WWTP; Rose Hill Development Pump Station | Not listed |

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| | Bureau of Water Standards and Facility Regulation | | | | |
| WQG-02 Water Quality Management General Permit for Sewer Extensions and Pump Stations | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Standards and Facility Regulation | Permit No. WQG02230908 | FC Pennsylvania Stadium, LLC | Chester Soccer Stadium Pump Station | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and Wastewater Management | Permit No. 2309410 | FC Pennsylvania Stadium, LLC | Chester Soccer Stadium Pump Station | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Resources, Bureau of Water Quality Management | Permit No. 2374403 | DELCORA | Marcus Hook Borough, Lower Chichester Township Sun Oil Company, and FMC Corporation | Not listed |
| Water Quality Management Permit | Commonwealth of Pennsylvania, Department of Environmental Resources | Permit No. 2372406 | DELCORA | By-pass from Darby Creek Joint Authority sewage treatment plant to Philadelphia Southwest plant | Not listed |
| Permit for Solid Waste Disposal and/or Processing Facility Form No. 8 | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Waste Management | Permit No. 400246 | DELCORA | DELCORA Sludge Incinerator | August 31, 2027 |
| Amended Title V Operating Permit Final Permit Issuance | | Permit No. 23-00038 | DELCORA | DELCORA Sludge Incinerator | |

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| | Delaware River Basin Commission | Docket No. D-1992-018 | DELCORA | DELCORA STP Facility to the Delaware River Estuary Zone 4 in Watershed(s) 3-G | |
| Storage Tank Registration/Permit Certificate | Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Environmental Cleanup and Brownfields | ID # 23-19895 | DELCORA | Western Regional Treatment Plant | February 4, 2020 |
| Certificate of Boiler or Pressure Vessel Operation | Commonwealth of Pennsylvania, Department of Labor and Industry | File Number: 13133 Location Number: 00002 | DELCORA | Chester Dock Street Pump | December 26, 2020 |
| Certificate of Boiler or Pressure Vessel Operation | Commonwealth of Pennsylvania, Department of Labor and Industry | File Number: 13133 Location Number: 00002 | DELCORA | Chester Dock Street Pump | February 28, 2021 |
| Water Quality Permit | | 2304406 | DELCORA | Chester City – PRF Pump Station | |
| Water Quality Permit | | 2303403 | DELCORA | Sludge Mixing/Pump Upgrade | |
| Water Quality Permit | | 2372408 | DELCORA | Installation of Submersible Aerators, Removal of Recycle Line from Influent | |
| Water Quality Permit | | 2390404 | DELCORA | Sludge Dewatering Facilities (WRTP) | |
| Water Quality Permit | | 2392403 | DELCORA | Dry Ash Handling System | |
| Water Quality Permit | | 2393401 | DELCORA | Final Clarifier Upgrade (WRTP) | |
| Water Quality Permit | | 2399404 | DELCORA | Construction/Operation of Sewers & Appurtenances, Pump Station (CDPS and Force Main) | |
| PADEP Emergency Permit | | EP2300320 | DELCORA | Hermesprota Creek | |
| PennDOT Hwy. Emergency Permit | | 15888 | DELCORA | Sellers Ave., Diversion Project (#CD-9911-C-Force Main) | |
| Water Quality Management Permit | | 2305406 | DELCORA | DCPS Upgrades/Pumps (BCM) | |

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| Water Quality Management Permit | | 2307402 | DELCORA | Trainer Borough-Force Main Collection System | |
| Water Quality Management Permit | | 2307402-A1 | DELCORA | Amendment #1 to above permit | |
| PADEP | | EP2307334 | DELCORA | Chester Park (Ridley Creek) Emergency Permit | |
| PADEP Water Obstruction & Encroachment | | E23-469 | DELCORA | PennDOT/Tilghman St. CSO #8 | |
| PADEP Water Quality Management Permit | | 2308402 | DELCORA | Construction of sludge screen, grease screen, and pump modifications to existing facility | |
| PADEP General Permit | | 042309302 052309304 | DELCORA | Chester Creek Flood Abatement Pilot Project (Upland Borough) | |
| PADEP | | 032309301 | DELCORA | Chester Pump Station Bulkhead Stabilization Project | |
| PADEP Water Quality Management Permit | | 2309406 | DELCORA | Chester Riverfront Redevelopment MSL Stadium CSO Relocation | |
| Fish and Wildlife Permit | | 11-0003 | DELCORA | Eastern Force Main Repair | |
| DelCo Conservation District Permit | | GP0523113015 | DELCORA | Eastern Force Main Repair | |
| CONRAIL | | Permit to enter (4 th & Penn) | DELCORA | Contract #SM-1101-CO- Annual SM Repairs | |
| Delaware County Conservative District | | 052312319 082312308 032312316 | DELCORA | Rose Valley Sanitary Sewer Force Main Replacement Vernon Run | |
| Delaware County Conservative District | | 05231303 | DELCORA | Chester-Ridley Creek Force Main | |
| General-Ridley Creek | | GP112313301 GP082313301 | DELCORA | Siphon Line Repair-Longpoint Treatment Plant | |
| PADEP Water Quality Management Permit | | WQM2313403 | DELCORA | Crum Creek Sewer Project – Gradyville, Edgmont Township | |
| PADEP Water Obstruction & Encroachment Permit | | E23-508 | DELCORA | Crum Creek Sewer Project – Edgmont Township | |

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| PADEP Water Quality Management Permit | | WQM1505419 | DELCORA | Pocopson-Sheeder Tract WWTP | April 30, 2020 |
| PADEP Water Quality Management Permit | | WQM2316401 | DELCORA | Seaport Drive Relief Line | |
| PADEP NPDES Stormwater Permit /DCCD | | PAC230026 | DELCORA | Truck & Employee Access Road – 3201 W. Front Street | May 12, 2022 |
| PADEP Water Obstruction & Encroachment Permit | | E23-535 | DELCORA | Rose Valley Borough STP | December 21, 2019 |
| PADEP Water Quality Management Permit | | 2316406 | DELCORA | Rose Valley PS & FM Project | |

| <u>Licenses and Authorizations</u> | | | | |
|---|--|---|-----------------|------------------------|
| Type of License | Issuer | License Number | Permitee | Expiration Date |
| Part 90 LMR FCC License | Federal License Management – Office of Compliance Administration | FCC Registration Number (FRN) 0009027467 | DELCORA | July 21, 2023 |
| Microwave Public Safety Pool License | Federal Communications Commission – Public Safety and Homeland Security Bureau | FRN 0005374475 | DELCORA | July 31, 2028 |
| Radio Station Authorization | Federal Communications Commission – Public Safety and Homeland Security Bureau | FRN 0005374475 | DELCORA | October 3, 2021 |
| Small UAS Certificate of Registration | Federal Aviation Administration | Serial #: W13DDI22061631 Certificate #: FA3L3HMRPR | DELCORA | November 29, 2019 |
| Small UAS Certificate of Registration | Federal Aviation Administration | Serial #: W13DDI22061631 Certificate #: FA3L3HMRPR | DELCORA | November 29, 2022 |

Schedule 4.15

Assigned Contracts

| <u>Agreements</u> | | | |
|--------------------------|---|--|-------------------------|
| | Name of Contract | Parties to Contract | Date of Contract |
| 1. | Agreement Concerning the Disposition of Wastewater Generated at the Burlington County Resource Recovery Complex | The Burlington County Board of Chosen Freeholders DELCORA | July 11, 2014 |
| 2. | Agreement | Central Delaware County Authority Townships of Springfield, Ridley and Nether Providence Boroughs of Swarthmore, Morton, Rutledge, Prospect Park and Ridley Park | September 20, 1938 |
| 3. | Agreement | Central Delaware County Authority Townships of Springfield, Ridley and Nether Providence Boroughs of Swarthmore, Morton, Rutledge, Prospect Park and Ridley Park | December 1, 1938 |
| 4. | Supplemental Agreement | Central Delaware County Authority Borough of Morton Borough of Prospect Park Borough of Ridley Park Borough of Rutledge Borough of Swarthmore Township of Nether Providence Township of Ridley Township of Springfield | November 26, 1952 |
| 5. | Supplemental Agreement | Central Delaware County Authority Borough of Morton Borough of Prospect Park Borough of Ridley Park Borough of Rutledge Borough of Swarthmore Township of Marple Township of Nether Providence Township of Ridley Township of Springfield | August 17, 1960 |
| 6. | Supplemental Agreement | Central Delaware County Authority Borough of Morton Borough of Prospect Park Borough of Ridley Park Borough of Rutledge Borough of Swarthmore Township of Edgmont Township of Marple Township of Nether Providence Township of Newtown | December 21, 2007 |

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| | | Township of Ridley Township of Springfield Township of Upper Providence | |
| 7. | Service Agreement | Central Delaware County Authority DELCORA | December 1, 1973 |
| 8. | Amendment to Service Agreement | Central Delaware County Authority DELCORA | April 21, 1981 |
| 9. | Amendment to Service Agreement | Central Delaware County Authority DELCORA | March 9, 1999 |
| 10. | Agreement | Township of Marple Central Delaware County Authority DELCORA | May 1, 1973 |
| 11. | Amendment to Agreement | Township of Marple Central Delaware County Authority DELCORA | March 9, 1999 |
| 12. | Agreement | Borough of Morton Central Delaware County Authority DELCORA | May 1, 1973 |
| 13. | Amendment to Agreement | Borough of Morton Central Delaware County Authority DELCORA | March 9, 1999 |
| 14. | Agreement | Township of Nether Providence Central Delaware County Authority DELCORA | May 1, 1973 |
| 15. | Amendment to Agreement | Township of Nether Providence Central Delaware County Authority DELCORA | March 9, 1999 |
| 16. | Agreement | Borough of Prospect Park Central Delaware County Authority DELCORA | March 13, 1974 |
| 17. | Amendment to Agreement | Borough of Prospect Park Central Delaware County Authority DELCORA | March 9, 1999 |
| 18. | Agreement | Borough of Ridley Park Central Delaware County Authority DELCORA | May 1, 1973 |
| 19. | Amendment to Agreement | Borough of Ridley Park Central Delaware County Authority DELCORA | March 9, 1999 |
| 20. | Agreement | Ridley Township Central Delaware County Authority DELCORA | May 1, 1973 |
| 21. | Amendment to Agreement | Ridley Township Central Delaware County Authority DELCORA | March 9, 1999 |
| 22. | Agreement | Borough of Rutledge Central Delaware County Authority DELCORA | May 1, 1973 |
| 23. | Amendment to Agreement | Borough of Rutledge Central Delaware County Authority DELCORA | March 9, 1999 |
| 24. | Agreement | Springfield Township Central Delaware County Authority DELCORA | May 1, 1973 |

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| 25. | Amendment to Agreement | Springfield Township Central Delaware County Authority DELCORA | March 9, 1999 |
| 26. | Agreement | Borough of Swarthmore Central Delaware County Authority DELCORA | May 1, 1973 |
| 27. | Amendment to Agreement | Borough of Swarthmore Central Delaware County Authority DELCORA | March 9, 1999 |
| 28. | Agreement | Aldan Borough Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 29. | Agreement | Clifton Heights Borough Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 30. | Agreement | Borough of Collingdale Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 31. | Agreement | Colwyn Borough Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 32. | Agreement | Borough of Darby Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 33. | Agreement | Township of Darby Darby Creek Joint Authority DELCORA Muckinipates Authority | July 14, 1976 |
| 34. | Agreement | Folcroft Borough Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 35. | Agreement | Glenolden Borough Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 36. | Agreement | Borough of Lansdowne Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 37. | Agreement | Borough of Sharon Hill Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 38. | Agreement | Township of Springfield Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 39. | Agreement | Upper Darby Township Darby Creek Joint Authority DELCORA | May 1, 1973 |
| 40. | Agreement | Yeadon Borough Darby Creek Joint Authority | May 1, 1973 |
| 41. | Management Agreement | DELCORA Darby Creek Joint Authority | December 1, 1973 |
| 42. | Amendment to Service Agreement | DELCORA Darby Creek Joint Authority | June 22, 1999 |
| 43. | Amendment to Service Agreement | DELCORA Darby Creek Joint Authority | July 7, 1981 |
| 44. | Service Agreement | DELCORA | December 1, 1973 |

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| | | Darby Creek Joint Authority | |
| 45. | Agreement for Contract Operation and Maintenance of Pump Station and Collection System | DELCORA Borough of Folcroft | April 21, 2009 |
| 46. | Interjurisdictional Pretreatment Agreement | City of Philadelphia DELCORA | February 20, 1991 |
| 47. | Management Agreement | DELCORA Muckinipates Authority | July 1, 1974 |
| 48. | Amendment to Service Agreement | DELCORA Muckinipates Authority | May 29, 2001 |
| 49. | Amendment to Service Agreement | DELCORA Muckinipates Authority | May 19, 1981 |
| 50. | Service Agreement | DELCORA Muckinipates Authority | December 1, 1973 |
| 51. | Agreement | Clifton Heights Borough Muckinipates Authority DELCORA | May 1, 1973 |
| 52. | Agreement | Folcroft Borough Muckinipates Authority DELCORA | May 1, 1973 |
| 53. | Agreement | Glenolden Borough Muckinipates Authority DELCORA | May 1, 1973 |
| 54. | Agreement | Norwood Borough Muckinipates Authority DELCORA | May 1, 1973 |
| 55. | Agreement | Township of Ridley Muckinipates Authority DELCORA | May 1, 1973 |
| 56. | Agreement | Township of Springfield Muckinipates Authority DELCORA | May 1, 1973 |
| 57. | Agreement | Upper Darby Township Muckinipates Authority DELCORA | May 1, 1973 |
| 58. | Service Agreement | Central Delaware County Authority Township of Newtown | August 12, 2002 |
| 59. | Gradyville Road Force Main Connection Agreement | Edgmont Township DELCORA Ashford Land Company, L.L.P. Newtown Township Newtown Township, Delaware County Municipal Authority | 2014 |
| 60. | Agreement for Contract Operation and Maintenance of Pump Station and Collection System | DELCORA Borough of Norwood | March 1, 2011 |
| 61. | Wholesale Wastewater Agreement | City of Philadelphia DELCORA | March 15, 1974 |
| 62. | Amendment to Wastewater Service Agreement | City of Philadelphia DELCORA | May 1, 1995 |
| 63. | Agreement | City of Philadelphia DELCORA | June 15, 2006 |

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| 64. | Wastewater Service Agreement | City of Philadelphia DELCORA | July 25, 2011 |
| 65. | Wastewater Service Agreement | City of Philadelphia DELCORA | April 1, 2013 |
| 66. | PECO Energy Company Agreement for Commercial/Industrial General Service Natural Gas | DELCORA PECO Energy Company | July 26, 2010 |
| 67. | Sanitary Sewer Improvements Agreement | DELCORA Brookhaven Acquisition LP | March 2016 |
| 68. | Agreement | City of Chester Borough of Brookhaven | September 25, 1964 |
| 69. | Agreement of Amendment | DELCORA Borough of Brookhaven | September 3, 2002 |
| 70. | Agreement for Contract Operation and Maintenance of Facilities | DELCORA Chadds Ford Township Sewer Authority | November 24, 2014 |
| 71. | Addendum to the Agreement for Contract Operation and Maintenance of Facilities | DELCORA Chadds Ford Township Sewer Authority | May 31, 2019 |
| 72. | Agreement of Sale and Service | Township of Chester; Chester Township Sewer Authority; DELCORA | December 1, 1983 |
| 73. | Sewage Disposal Agreement and Amendment and Supplement to Sewage Disposal Agreement | Chester Township Chester City | September 6, 1956; December 1, 1960 |
| 74. | Agreement Between DELCORA and ConocoPhillips Company | ConocoPhillips DELCORA | February 23, 2006 |
| 75. | Right of Way Agreement | ConocoPhillips DELCORA | November 19, 2008 |
| 76. | Consolidated Rail Corporation License Agreement for Waste Water Pipe Occupation | Consolidated Rail Corporation (Conrail), DELCORA | May 12, 2009 |
| 77. | Contribution Agreement | Delaware County DELCORA | October 1, 1973 |
| 78. | Service Agreement | Borough of Eddystone, DELCORA | June 21, 1988 |
| 79. | Amendment to Agreement of Sale and Service | Borough of Eddystone, DELCORA | December 18, 1990 |
| 80. | Amendment to Service and Sale Agreement | Borough of Eddystone, DELCORA | March 4, 1991 |
| 81. | Agreement | Edgmont Township, DELCORA | October 17, 2012 |
| 82. | Bill of Sale and Transfer of Ownership of Sewer Line Segment Along and Within State Route 252 | Ashford Land Company LP and Newtown Township, Delaware County, Municipal Authority | February 1, 2016 |
| 83. | Sewer Operation and Maintenance Agreement | City of Chester, Chester Downs and Marina LLC, DELCORA | August 11, 2005 |
| 84. | Agreement | Township of Lower Chichester DECLORA | April 12, 1977 |
| 85. | Agreement of Sale and Service | Borough of Marcus Hook, DELCORA | January 1, 2011 |
| 86. | Right of Way Agreement | Marcus Hook Borough DELCORA | January 1, 2011 |

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| 87. | Special Warranty Deed | Marcus Hook Borough DELCORA | January 4, 2011 |
| 88. | Agreement | Middletown Township, Delaware County, Sewer Authority, DELCORA | March 15, 2010 |
| 89. | Amendment to Agreement of Sale and Service | Middletown Township, Delaware County, Sewer Authority, DELCORA | January 1, 2014 |
| 90. | Intermunicipal Agreement | Middletown Township, Delaware County, Sewer Authority, DELCORA | November 2, 2017 |
| 91. | Memorandum of Understanding | Middletown Township Sewer Authority, DELCORA | June 16, 2009 |
| 92. | Agreement of Sale and Service | Borough of Parkside DELCORA | January 1, 1975 |
| 93. | Amendment to Agreement of Sale and Service | Borough of Parkside DELCORA | March 20, 1985 |
| 94. | Contract for Electric Service (Rate HT) | PECO Energy Company DELCORA | August 19, 2009 |
| 95. | Asset Purchase Agreement for Acquisition of Sanitary Sewer System | Pocopson Township, DELCORA | March 1, 2010 |
| 96. | Assignment of Grant of Easement | DELCORA, Pocopson Township | March 1, 2010 |
| 97. | Right of Way Agreement | DELCORA, Rivertown Developers, LP | 2002 |
| 98. | Sanitary Sewer Agreement for the Vernon Run Outfall Sewer | Borough of Rose Valley and Township of Nether Providence | 1989 |
| 99. | Assignment and Assumption Agreement | Borough of Rose Valley, DELCORA | June 29, 2009 |
| 100. | Agreement of Brookhaven Road Pumping Station | Borough of Rose Valley and Township of Nether Providence | February 9, 1967 |
| 101. | Agreement | Borough of Rose Valley and Township of Nether Providence | October 12, 1960 |
| 102. | Assignment of Easements | Borough of Rose Valley DELCORA | June 29, 2009 |
| 103. | Agreement | Borough of Rose Valley City of Chester | May 3, 1966 |
| 104. | Asset Sale and Purchase Agreement | Borough of Rose Valley DELCORA | June 29, 2009 |
| 105. | Agreement for Conveyance and Treatment of Industrial Wastewaters in Western Regional System | Scott Paper Company, DELCORA | December 1, 1973 |
| 106. | Agreement of Sale and Service | Southern Delaware County Authority, DELCORA | February 12, 2001 |
| 107. | Amendment to Agreement of Sale and Service | Southern Delaware County Authority, DELCORA | October 16, 2012 |
| 108. | Agreement for Contract Operation and Maintenance of Facilities | Southern Delaware County Authority, DELCORA | January 31, 2014 |
| 109. | Agreement of Sale | Southwest Delaware County Municipal Authority, DELCORA | September 28, 2016 |
| 110. | DELCORA-Southwest Delaware County Municipal Authority Agreement of Service | Southwest Delaware County Municipal Authority, DELCORA | December 21, 2009 |

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| 111. | Amendment to Agreement | Southwest Delaware County Municipal Authority, DELCORA | December 17, 2013 |
| 112. | Correction Cross-Easement Agreement | Southwest Delaware County Municipal Authority, DELCORA | June 26, 2017 |
| 113. | Correction Special Warranty Deed | Southwest Delaware County Municipal Authority, DELCORA | June 26, 2017 |
| 114. | Global Agreement | Middletown Township, Delaware County Sewer Authority, Southwest Delaware County Municipal Authority and Board of Commissioners of Aston Township | February 25, 2013 |
| 115. | Agreement for Contract Operation and Maintenance of Facilities | Springhill Farm Wastewater Treatment Facility Association, DELCORA | January 27, 2009 |
| 116. | Amendment to Agreement for Contract Operation and Maintenance | Springhill Wastewater Treatment Facility Association, DELCORA | January 1, 2013 |
| 117. | Agreement for Contract Operation and Maintenance of Facilities | Springhill Farm Wastewater Treatment Facility Association, DELCORA | December 5, 2014 |
| 118. | Facility Association Agreement of Service | Springhill Farm Wastewater Treatment Facility Association, DELCORA | October 11, 2018 |
| 119. | Agreement of Sale and Service | City of Chester, Chester Sewer Authority, DELCORA | February 12, 1973; Amended January 21, 2986 |
| 120. | Management Agreement Regarding Sewer Facilities | Pocopson Township, DELCORA | October 1, 2015 |
| 121. | First Amendment to Agreement of Service | Springhill Farm Wastewater Treatment Facility Association | February 19, 2019 |
| 122. | Assignment and Assumption Agreement | Springhill Farm Wastewater Treatment Facility Association, DELCORA | February 19, 2019 |
| 123. | Ground Lease Agreement | Springhill Farm Wastewater Treatment Facility Association, DELCORA | February 19, 2019 |
| 124. | Easement Agreement | Springhill Farm Condominium Association, DELCORA | February 19, 2019 |
| 125. | License Agreement | DELCORA Sunoco Inc | November 29, 2005 |
| 126. | Agreement of Sales Service | DELCORA Sunoco, Inc. (R&M) | January 1, 2005 |
| 127. | Amended Agreement of Sale and Service | Sunoco, Inc. (R&M) DELCORA | March 23, 2012 |
| 128. | Second Amended Agreement of Sale and Service | Sunoco, Inc. (R&M) DELCORA | January 1, 2013 |
| 129. | Third Amended Agreement of Sale and Service | Sunoco Partners Marketing & Terminals LP DELCORA | August 1, 2018 |
| 130. | Memorandum of Understanding | Sunoco Partners Marketing & Terminals LP, DELCORA | July 28, 2016 |
| 131. | Agreement | Sunoco Partners Marketing & Terminals LP, DELCORA | December 16, 2014 |
| 132. | Agreement Containing an Easement to Permit DELCORA to Operate and Maintain Sewage Facilities upon the Lands of Southwest | Southwest Delaware County Municipal Authority, DELCORA | October 15, 2012 |

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| 133. | Agreement | Southwest Delaware County Municipal Authority and Richard G. Kelly | August 29, 1960 |
| 134. | Agreement for Contract Operation and Maintenance of Facilities | Thornbury Township DELCORA | December 16, 2008 |
| 135. | Agreement for Contract Operation and Maintenance of Facilities | Thornbury Township DELCORA | December 10, 2014 |
| 136. | Tower License Agreement | Communications Management Company, Inc., DELCORA | August 14, 2006 |
| 137. | Agreement of Sale and Service | Borough of Trainer DELCORA | August 9, 2005 |
| 138. | Service Agreement | Borough of Trainer DELCORA | April 15, 1986 |
| 139. | Agreement of Sale and Service | Borough of Upland DELCORA | July 22, 1975 |
| 140. | Amendment to Agreement of Sale and Service | Borough of Upland DELCORA | January 18, 1983 |
| 141. | Amendment to Agreement of Sale | Borough of Upland DELCORA | December 21, 1983 |
| 142. | Amendment to Agreement of Sale | Borough of Upland DELCORA | February 12, 1985 |
| 143. | National Railroad Passenger Corporation License Agreement | National Railroad Passenger Corporation DELCORA | January 10, 2000 |
| 144. | National Railroad Passenger Corporation License Agreement | National Railroad Passenger Corporation DELCORA | April 3, 2000 |
| 145. | Facilities Easement | DELCORA City of Chester | November 26, 2014 |
| 146. | Agreement | DELCORA Community Action Agency of Delaware County, Inc. | December 11, 2018 |
| 147. | Sanitary Sewer Easement Right of Way Agreement | DELCORA Crozer Hills Homeownership LLC | November 16, 2006 |
| 148. | Agreement | DELCORA CSL Services Inc. | June 25, 2018 |
| 149. | Coalition Participation Agreement | DELCORA | March 21, 2001 |
| 150. | Agreement Concerning the Disposition of Wastewater Generated at the Delaware County Solid Waste Authority | DELCORA Delaware County Solid Waste Authority | January 25, 2016 |
| 151. | Pennsylvania Mutual Aid Agreement for Water/Wastewater Providers | Pennsylvania Water/Wastewater Agency Response Network DELCORA | 2007 Amended and Restated Version |
| 152. | Master Services Agreement | Paymentus DELCORA | July 22, 2014 |
| 153. | BMO EPurchasing Solutions Corporate MasterCard Program Member Account Agreement | DELCORA Bank of Montreal | September 10, 2008 |
| 154. | Merchant Service Agreement | TD Bank DELCORA | March 28, 2011 |

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| 155. | Cash Management Master Agreement | DELCORA TD Bank | February 18, 2011 |
| 156. | Proposal for System Software | Tyler Technologies DELCORA | Accepted by DELCORA on May 16, 2018 |
| 157. | Non-Disclosure Agreement | Weston Solutions Inc DELCORA | April 14, 2014 |
| 158. | Amendment to Service Agreement | Central Delaware County Authority, DELCORA | December 11, 2019 |
| 159. | Amendment to Service Agreement | Darby Creek Joint Authority, DELCORA | December 16, 2019 |
| 160. | Amendment to Service Agreement | Muckinipates Authority, DELCORA | October 22, 2019 |
| 161. | Amendment to Sale Service Agreement | Southern Delaware County Authority DELCORA | January 22, 2020 |
| 162. | Amendment to Service Agreement | Middletown Township Sewer Authority DELCORA | February 12, 2020 |
| 163. | National Railroad Passenger Corporation License Agreement | National Railroad Passenger Corporation DELCORA | Undated |

Schedule 4.16

Litigation

DELCORA is currently party to a personal injury case captioned *Rodney Hodges v. Delaware County Regional River Authority* (No. 2017-010315), in the Court of Common Pleas of Delaware County. DELCORA filed an answer to the Plaintiff's complaint on September 18, 2018. No further action has been taken on this case. Travelers Indemnity Company has acknowledged receipt of the lawsuit and has agreed to participate in the defense of DELCORA.

Schedule 4.17(a)

Exception to Title to Acquired Assets

None

Schedule 4.17(b)

Sufficiency

With respect to any matter addressed in Article VI of the Asset Purchase Agreement, including, but not limited to Section 6.06, the parties agree that Buyer's sole recourse shall be the Escrow Fund.

Schedule 5.04

Buyer Consents and Approvals

1. Pennsylvania Public Utility Commission (the “PaPUC”) Approval of Transaction
2. PaPUC Approval of Consent to Assignment and Amendment to Sewage Treatment Agreements and Related Amendments
3. Pennsylvania Department of Environmental Protection (the “PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP transfer of all NPDES and WQM Permits

Schedule 5.11

Buyer Litigation

None

Schedule 7.03

Transferred Personnel

| | LAST NAME | FIRST NAME | MI | JOB CLASSIFICATION |
|----|-----------|------------|----|------------------------------------|
| 1 | | | | Helper (WRTP) |
| 2 | | | | Bus. Resources Coordinator |
| 3 | | | | Mechanic |
| 4 | | | | Operator Trainee |
| 5 | | | | Crew Chief |
| 6 | | | | Mechanic |
| 7 | | | | Mechanic |
| 8 | | | | Incinerator Operator |
| 9 | | | | Instrumentation Foreman |
| 10 | | | | Lab Technician |
| 11 | | | | Office Manager |
| 12 | | | | Foreman (OPS) |
| 13 | | | | Lab Technician I |
| 14 | | | | Helper (SM) |
| 15 | | | | Helper (CM) |
| 16 | | | | Helper (SM) |
| 17 | | | | WWTP Operator |
| 18 | | | | HR Specialist |
| 19 | | | | System Support Maintenance Foreman |
| 20 | | | | Helper (SM) |
| 21 | | | | Mechanic |
| 22 | | | | Dir. of Human Resources |
| 23 | | | | Helper (CM) |
| 24 | | | | Opr. & Maint. Proj. Spec. |
| 25 | | | | Process Automation Spec. |
| 26 | | | | Exe. Dir. Admin./Proc. Coord. |
| 27 | | | | Collections System Spec. |
| 28 | | | | Acct. Manager |
| 29 | | | | Crew Chief |
| 30 | | | | Operations Supervisor |
| 31 | | | | Operator Trainee |
| 32 | | | | Elec. Instrumentation Tech |
| 33 | | | | Secretary |
| 34 | | | | Ops. Shift Foreman |
| 35 | | | | Helper (WRTP) |
| 36 | | | | WWTP Operator |
| 37 | | | | WWTP Operator |
| 38 | | | | Electrician |

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|----|--|--------------------------------|
| 39 | | Mechanic |
| 40 | | Mechanic |
| 41 | | Process Automation Spec. |
| 42 | | Mechanic |
| 43 | | Dir. of Ops. & Maint. |
| 44 | | Sr. Project Manager |
| 45 | | Helper (CM) |
| 46 | | Truck Waste Rec'g Helper |
| 47 | | Technical Specialist |
| 48 | | Mechanic |
| 49 | | Operator Trainee |
| 50 | | Helper (SM) |
| 51 | | Operator Trainee |
| 52 | | Lab. & Pretreatment Mgr. |
| 53 | | Sr. Executive Secretary |
| 54 | | Helper (SM) |
| 55 | | SM Foreman |
| 56 | | Operator Trainee |
| 57 | | Payroll & Cust. Svc. Mgr. |
| 58 | | Custodian |
| 59 | | Remote Systems Supervisor |
| 60 | | Helper (SM) |
| 61 | | Customer Service Rep. III |
| 62 | | Elec. Instrumentation Tech |
| 63 | | Remote Fac. Maint. Foreman |
| 64 | | Crew Chief |
| 65 | | Dir. Of Engineering |
| 66 | | Helper (SM) |
| 67 | | Customer Service Rep. |
| 68 | | Mechanic |
| 69 | | Electrician |
| 70 | | Incinerator Operator |
| 71 | | Pretreatment Supervisor |
| 72 | | Project Scientist |
| 73 | | Chief Operating Officer |
| 74 | | WRTP Operator |
| 75 | | Mechanic |
| 76 | | Customer Service Rep. |
| 77 | | Operations Manager |
| 78 | | Helper (CM) |
| 79 | | Lab Technician |
| 80 | | Mechanical Maintenance Foreman |
| 81 | | Helper (SM) |

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| 82 | | Loss Prevention Manager |
| 83 | | H/R Admin. Asst. |
| 84 | | Incinerator Operator |
| 85 | | Instrumentation Tech. |
| 86 | | Remote Sys. Operator |
| 87 | | Truck Waste Rec'g Helper |
| 88 | | Laborer (SM) |
| 89 | | Incinerator Operator |
| 90 | | System Administrator |
| 91 | | Operator Trainee |
| 92 | | Maintenance Planner |
| 93 | | Electrician |
| 94 | | Crew Chief |
| 95 | | Dir. of Finance |
| 96 | | Customer Ser. Rep. |
| 97 | | Foreman (OPS) |
| 98 | | Prod. & Inventory Storekeeper |
| 99 | | Environ. Specialist |
| 100 | | System Operator (Remote) |
| 101 | | WWTP Operator |
| 102 | | Senior Secretary |
| 103 | | Engineering Technician |
| 104 | | SM (Helper) |
| 105 | | Mechanic |
| 106 | | WWTP Operator |
| 107 | | Safety Coordinator |
| 108 | | Project Specialist |
| 109 | | Pretreatment Tech. I |
| 110 | | Helper (WRTP) |
| 111 | | Instrumentation Tech |
| 112 | | Central Main. & Process Auto. Man. |
| 113 | | Systems Operator (Remote) |
| 114 | | Process Group Supervisor |
| 115 | | Automation Eng. Supervisor |
| 116 | | Helper (CM) |
| 117 | | Electrician |
| 118 | | Helper (WRTP) |
| 119 | | Helper (WRTP) |
| 120 | | Helper (WRTP) |
| 121 | | Helper (WRTP) |
| 122 | | Ops. Shift Forman |
| 123 | | Crew Chief |
| 124 | | Helper (CM) |

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|-----|--|-------------------------|
| 125 | | Helper (CM) |
| 126 | | Mechanic |
| 127 | | SM Supervisor |
| 128 | | Helper (SM) |
| 129 | | Executive Director |
| 130 | | Helper (CM) |
| 131 | | Operator Trainee |
| 132 | | Mechanic |
| 133 | | Mechanical Tech. Spec. |
| 134 | | Electrician |
| 135 | | Accounting Assistant II |
| 136 | | Messenger |

Schedule 7.04(a)Rates

| Service Area | Rate Per Thousand Gallons | Minimum Billing Per Account |
|-----------------------------|----------------------------------|------------------------------------|
| City of Chester | \$5.75 | \$107.73 |
| Borough of Upland | \$5.75 | \$107.73 |
| Borough of Parkside | \$5.75 | \$107.73 |
| Township of Chester | \$5.75 | \$107.73 |
| Borough of Trainer | \$5.75 | \$107.73 |
| Borough of Marcus Hook | \$8.78 | \$147.20 |
| Western Wholesale Class | \$2.87 | N/A |
| EDU Wholesale Class | \$2.89 | N/A |
| Retail Industrial Class* | \$6.93 | N/A |
| Wholesale Industrial Class* | \$3.18 | N/A |
| Eastern Wholesale Class | \$2.71 | N/A |
| Chester Ridley Creek Class | \$3.50 | N/A |

| Service Area | Rate Per EDU | Rate Per Thousand Gallons |
|-----------------------|---------------------|----------------------------------|
| Pocopson Riverside | \$950.00 | N/A |
| Pocopson Preserve | \$1,400.00 | N/A |
| Rose Valley Borough | \$972.00 | N/A |
| Edgmont (Residential) | \$1,275.00 | N/A |
| Edgmont (Commercial) | \$1,025.00 | \$10.25 |
| Spring Hill Farms | | |

*The surcharge rate is set at \$0.32/lb of Biochemical Oxygen Demand (BOD) and \$0.285/lb for Suspended Solids (SS), where BOD or SS strength exceeds 300 mg/L on a daily basis.

Schedule 12.01(c)

Contracts

| <u>Agreements</u> | | | |
|-------------------------------|---|---|--|
| Name of Contract | Parties to Contract | Date of Contract | Subject |
| Service Agreement | Central Delaware County Authority and DELCORA | December 1, 1973; Amended April 21, 1981; Amended March 9, 1999 | Service Agreement |
| Service Agreement | Darby Creek Joint Authority and DELCORA | December 1, 1973; Amended July 7, 1981; Amended June 22, 1999 | Service Agreement |
| Service Agreement | Muckinipates Authority and DELCORA | December 1, 1973; Amended May 19, 1981; Amended May 29, 2001 | Service Agreement |
| Agreement of Sale and Service | Southern Delaware County Authority and DELCORA | February 12, 2001; Amended October 16, 2012 | Service Agreement |
| Agreement | Middletown Township and DELCORA | March 15, 2010 | Agreement for conveyance of wastewater from Middletown Township to DELCORA |
| Service Agreement | Southwest Delaware County Municipal Authority and DELCORA | December 21, 2009; Amended December 17, 2013 | Agreement for Service in SWDCMA service area |