

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of Royersford Borough
66 Pa. C.S. §1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2020-3019634**

25. Provide a copy of all municipal and affiliate contracts to be assumed by buyer as part of the acquisition and a list and dollar value of other contracts.

RESPONSE: There are no municipal or affiliate contracts to be assumed by PAWC as part of the acquisition. Please see below a dollar value of other contracts.

Type of Contract	Parties to Contract	Date of Contract	Subject	Value
Agreement for Sewer Service	Aqua Pennsylvania Wastewater, Inc. (assigned from Limerick Township, Limerick Township Municipal Borough) and the Borough of Royersford	December 4, 1967 as amended November 30, 1976	Providing Sewer Service to Limerick	\$47,126
Independent Contractor Agreement	The Borough of Royersford and HydroTech Environmental	March 1, 2018	Sludgehauling Contract	\$46,475

Please also see attached as **Appendix A-25** the Assignment and Assumption Agreement between Limerick Township and Aqua Pennsylvania Wastewater, Inc. (“Aqua”) indicating assignment to Aqua of the above-referenced Agreement for Sewer Service with the Borough of Royersford at Exhibit A, No. 5.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into to be effective as of the 25th day of July, 2018, by and between **LIMERICK TOWNSHIP, MONTGOMERY COUNTY**, a body corporate and politic, duly organized under the Pennsylvania Second Class Township Code (“Assignor”), and **AQUA PENNSYLVANIA WASTEWATER, INC.**, a Pennsylvania corporation (“Assignee”).

BACKGROUND

This Agreement is made pursuant to the Asset Purchase Agreement (the “Asset Purchase Agreement”) dated November 16, 2016, as amended by that First Amendment, the Second Amendment and the disclosure schedules that were updated pursuant to Section 9.03 thereof, and between Assignor and Assignee, in which Assignor is concurrently herewith selling, transferring, conveying, assigning and delivering to Assignee the Acquired Assets, as defined in the Asset Purchase Agreement. Capitalized terms used and not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement, as part of the consideration for the Acquired Assets, Assignee is required to assume and agree to perform, pay or discharge, when due, certain Assumed Liabilities, as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, perform and discharge, in accordance with their terms, the Assumed Liabilities, including, without limitation, Seller’s obligations under the Assigned Contracts which are listed on Exhibit “A” and attached hereto.

2. Notwithstanding the foregoing or any other provision of this Agreement, Assignee will not assume or be bound by and shall be deemed not to have assumed, agreed to pay, perform, fulfill or discharge any of the Excluded Liabilities.

3. The assumption by Assignee of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under the Asset Purchase Agreement.

4. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement shall control.

5. Nothing contained herein shall confer any rights on any third party or in any way enhance or expand the rights of any third party with respect to any of the Assumed Liabilities, and Assignee reserves any and all defenses, rights of offset, claims and counterclaims that either the Assignor or Assignee may have with respect to any of the Assumed Liabilities.

6. The law of the Commonwealth of Pennsylvania shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

LIMERICK TOWNSHIP

By: 

Name: D. Elaine DeWan

Title: Chair of the Board of Supervisors

ASSIGNEE:

AQUA PENNSYLVANIA WASTEWATER, INC.

By: 

Name: Marc A. Lucca

Title: President

EXHIBIT A**Assigned Contracts**

	Name of Contract	Parties to Contract	Date of Contract
1.	Hydrogen Peroxide Contract	Evoqua Water Technology LLC and Limerick Township	June 5, 2014
2.	Lawn Maintenance	Forevergreen Property Maintenance and Limerick Township	March 3, 2016
3.	Sludge Disposal	Rinehart's Sanitation Services and Limerick Township	December 22, 2015
4.	Non-Hazardous Waste Disposal	Waste Management and Limerick Township	April 1, 2015
5.	Inter-Municipal Agreement, as amended	Borough of Royersford and Limerick Township (assumed from Authority)	December 4, 1967
6.	D&L Drive	D&L Associates, D&L Storage, Lewis Rd. Associates & Ribon Partnership, Ltd.	November 10, 2004