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March 5, 2026

**VIA E-FILING**

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: [PUBLIC] Release and Settlement Agreement by and between PECO  
Energy Company and the County of Delaware, Pennsylvania**

Dear Secretary, Homsher:

Enclosed for filing with the Commission is the **PUBLIC** Release and Settlement Agreement between PECO Energy Company and the County of Delaware, Pennsylvania, which is being filed pursuant to Section 507 of the Public Utility Code and Section 3.101 of the PUC Regulations.

Please note that a *confidential version* of the Release and Settlement Agreement will be submitted through the Secretary's secure SharePoint system.

Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink that reads "Adesola K. Adegbesan".

Adesola K. Adegbesan  
Assistant General Counsel, PECO Energy Company

AKA/ld  
Enclosure

## RELEASE AND SETTLEMENT AGREEMENT

This Settlement and Release Agreement (this “**Agreement**”) is made and entered into as of the 12<sup>th</sup> day of January, 2026, by and between PECO Energy Company (“**PECO**”) and the County of Delaware, Pennsylvania (“**Delaware County**”).

WHEREAS, PECO and Delaware County entered into that certain Agreement



WHEREAS, PECO and Delaware County mutually desire to enter into an agreement whereby the Dispute is fully resolved and other past, present, future, actual and potential claims of PECO and Delaware County arising out of or related to the Work and Payment Obligations are released.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Delaware County, and anyone who succeeds to its rights and responsibilities including, but not limited to, its agents, representatives, employees, assigns, predecessors, successors, affiliates, parents, subsidiaries, divisions, business units, officers, directors and insurers, referred to collectively as “**Releasors**”, hereby remise, discharge and release PECO and **Exelon Corporation**, their agents, representatives, employees, officers, directors, assigns, predecessors, successors, affiliates, parents, subsidiaries, divisions, business units, and insurers, referred to collectively as “**Released Parties**”, from all claims, contribution and indemnity claims, actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, demands, damages, and any and all liabilities whatsoever, including those currently known and those which may arise in the future (collectively, the “**Claims**”), arising out of or relating to PECO’s Payment Obligations under the Installation Agreement and any other Claims relating to additional payment obligations sought from PECO in connection with the Work. Notwithstanding anything to the contrary set forth above, the Releasors shall indemnify and hold harmless the Released Parties from any Claims, judgments and settlements entered against them, or which may occur in the future, for payments due to Delaware County (or to others on Delaware County’s behalf) on account of the Work and Payment Obligations.

2. In consideration for this Agreement, PECO agrees to pay the sum of [REDACTED] which amount shall fully satisfy PECO's Payment Obligations. By signing this Agreement, Releasors on their own behalf acknowledge receiving sufficient valuable consideration to make this Agreement legally binding.
3. This Agreement shall be binding on all parties and shall inure to the benefit of the Released Parties and no other parties.
4. This Agreement compromises a disputed claim. It is not to be construed as an admission of liability by PECO or Exelon, or any other person or entity.
5. PECO and Delaware County agree to keep this Agreement and its terms in strict confidence and will not publish, disclose, communicate or otherwise in any way make known to others (whether persons or entities) the nature, terms or specifics of this Agreement or the Claims or negotiations resulting in this Agreement. The non-disclosure obligations set forth herein shall not apply to the extent that a party to this Settlement Agreement (a) discloses such information in the ordinary course of business to its attorneys, accountants, employees, officers or directors; provided, however, that it is specifically understood and agreed that, except as stated herein, this Agreement and its terms shall be kept confidential by such representatives or (b) is required by law, including, but not limited to any disclosures made pursuant to 65 Pa. C.S. §§ 701 et seq. (collectively, the "**Sunshine Act**") and 65 P.S. §§ 67.101, *et seq.* (collectively, the "**Right to Know Law**"), to disclose any such information. The parties represent that this Agreement would not have been consummated absent the foregoing confidentiality covenants. The parties further agree that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other.
6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. Releasors: (a) have relied solely upon Releasors' own judgment, and not upon any representation of any kind by PECO or Exelon, or anyone else; and (b) hereby warrant that they have entered into this Agreement knowingly, voluntarily and of their own free will and without duress of any kind and with the advice and recommendation of counsel.
7. This Agreement contains the entire agreement between Releasors and the Released Parties. This Agreement is executed and delivered voluntarily as a full and fair settlement of all claims, relevant to the Installation Agreement, as referenced above. This Agreement inures only to the benefit of the Releasors and the Released Parties.
8. Releasors, intending to be legally bound, have signed this Agreement and settlement on the date below.

9. PECO shall, within ten (10) days of its execution, file a copy of this Agreement with the Pennsylvania Public Utility Commission pursuant to Section 507 of the Public Utility Code and Section 3.101 of the Public Utility Commission Regulations. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be effective until thirty (30) days following such filing or, in the event the Public Utility Commission shall object to this Agreement, until and unless such objection is favorably resolved.

Richard Womack

Richard Womack - Chair

Print Name and Title

Authorized Representative of  
COUNTY OF DELAWARE

Dated: 2/24/26

SWORN TO and SUBSCRIBED  
before me this 24<sup>th</sup> day  
of February, 2026.

Sharon A. Scattolino

Sharon A. Scattolino, County Clerk