



DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

Act 537 Plan

DELCORA Asset Transfer Plan Update

Prepared by:



Valley Forge, Pennsylvania

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Introduction

The sole purpose of this Act 537 Plan Special Study is to address PADEP Act 537 requirements for the sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

Public to Private Wastewater Disposal System Transfers have become more prevalent in the Commonwealth of Pennsylvania. Private acquisition of a publicly owned wastewater system requires the purchase and management of the facilities to adequately meet the existing and future sewage disposal needs of the communities served. On September 17, 2019 DELCORA executed an Asset Purchase Agreement with Aqua. This Regional Act 537 Plan Special Study is intended to address Pennsylvania Department of Environmental Protection (PADEP) guidelines applicable to private entity asset acquisitions of publicly owned wastewater collection, conveyance and treatment systems and is being prepared pending the acquisition of the Delaware County Regional Water Quality Control Authority system (DELCORA) by Aqua Pennsylvania Wastewater, Inc (Aqua). Exhibit 3 shows the Act 537 planning area and the location of the DELCORA wastewater facilities that are being acquired by Aqua.

This Act 537 Plan Special Study provides the information outlined in the Public-To-Private Wastewater System Transfers Act 537 Planning Requirements as provided by the PADEP. The Environmental Justice aspects of the future projects anticipated to best serve the rate payers to the DELCORA/Aqua facilities are acknowledged and will be part of all applicable permitting and public outreach aspects of these future projects. DELCORA believes the transfer of assets to Aqua is in the best financial interests of all rate payers in the service area. Future Act 537 Planning will address these anticipated projects to best serve the rate payers in the long term. It is the intent of this Plan to document the current state of the system, explain the implementation plan for the asset transfer and provide a timeline. Appended to this document is the Administrative Completeness checklist (Exhibit 2) reflecting the applicability of the required sewage facilities planning components.

The planning area for this plan encompasses both the Eastern and Western Service Areas of the DELCORA system. The service area has expanded outside of Delaware County through the years to include small sections of Chester County. Exhibit 3 shows the planning area.

In accordance with the County Wide Sewerage Facilities Plan developed with PADEP in 1972, various municipalities, municipal authorities and industries in Delaware County were mandated to negotiate with DELCORA for future treatment. As a result, DELCORA entered into service agreements with municipalities and major industries for varying terms of up to 50 years. A listing of all municipal agreements is attached as Exhibit 8.

It is the intent of the Asset Purchase Agreement, that these established Agreements will be assigned to Aqua after closing of the sale. The Public Utility Commission (PUC) application has been submitted and is currently under review. The intent is to provide a seamless transition of the service provided to their customers by DELCORA to Aqua.

The Asset Purchase Agreement dated September 17, 2019 has the purchase price of the Assets at \$276,500,000. The sale proceeds are to be used to pay outstanding debt with the balance to be reinvested by DELCORA's Customer Trust.

The implementation schedule of the implementation of the plan is as follows:

March 18, 2020	-	Approval of Plan of Study
May 18, 2020	-	Draft of plan sent to PADEP
June 29, 2020	-	Meeting with PADEP and DELCORA to assess the path forward.
July 1, 2020	-	Plan transmitted for all municipalities PC for review and comment Plan transmitted to DCPC, CCPC, CCHD and Joint Authorities 30- and 60-day comment periods begin
July 7, 2020	-	“Virtual” meeting inviting municipal representatives to an introduction to the Plan.
December, 2020	-	Address comments from the public and agencies.
January, 2020	-	Receive resolutions of adoption from Municipalities
February 2020	-	Transmit complete report for DEP approval

1. Previous Wastewater Planning

1.1 Previous Act 537 Planning

DELCORA was formed by the County of Delaware, PA (County) by resolution dated October 20, 1971 with the power to construct, finance, operate and maintain sewer systems throughout the County and adjacent areas included in its drainage basin. DELCORA was established as a county-wide authority and the County was divided into two regions, the Eastern Service Area and the Western Service Area, each to be served by a regional wastewater treatment plant. DELCORA was to be responsible for building and operating interceptors and pumping stations in both regions, building the regional treatment plant in the Western Service Area (WRTP), and acquiring capacity in the City of Philadelphia's (City) Southwest Water Pollution Control Plant (SWWPCP) for wastewater treatment for the Eastern Service Area. DELCORA currently owns and operates sewer collection systems serving municipalities within Delaware County, as shown on the attached Exhibit 4. The WRTP also processes wastewaters from the Boroughs of Eddystone and Brookhaven, as well as the Townships of Nether Providence and Lower Chichester. This capacity is provided through service agreements and the systems are owned by the individual communities except for small portions of collections systems (a few hundred feet of pipe) that extend into Brookhaven, Lower Chichester, Ridley Township, and Upper Chichester Township that are owned by DELCORA.

Delaware County Sewerage Facilities Plan – 1971

This plan identified needs and recommended a regionalized sewer system for as much of the County as possible. The Delaware County Regional Water Quality Control Authority was created to address this need.

Comprehensive Water Quality Management Plan for Southeast Pennsylvania – 1974

This plan was intended to serve as a guide to wastewater planning in the entirety of southeastern Pennsylvania.

Act 537 Plan Partial Update Diversion Project - 1999

This plan was to address CDCA problems linked to peak flows during rainstorms. The preferred alternative to address the issue is the construction of the Central Delaware County Pump Station Diversion Project, which will redirect flow from the CDCA planning area to DELCORA's WRTP in Chester. The project included a flow splitter which will allow flow to be pumped to either treatment

facility or be split between the two facilities. The latter option will be used during peak storm flow periods to abate periodic overflows at the CDPS.

Delaware County Act 537 Plan Revision, Eastern Plan of Study - 2002

The 2002 plan included I&I studies of the collection systems in each municipality. It recommended that the municipalities and Eastern Service Area authorities implement the corrective action plan (CAP) by initiating individual I&I studies, installing flow meters to measure the effectiveness of the CAP, and identifying and monitoring existing on-lot disposal systems.

Delaware County Act 537 Plan Revision, Western Plan of Study - 2004

This plan was prepared by the Delaware County Planning Commission in conjunction with the Delaware County Regional Water Quality Control Authority in 2004. The purpose of this plan was to evaluate alternatives to address the needs of infrastructure. Recommended alternatives for public sewer facilities, planning alternatives, institutional alternatives and alternatives by municipality were provided. They include alternatives to address the condition of the existing public infrastructure, alternatives to develop infrastructure to serve growth areas, alternatives to coordinate land use and sewage facilities planning, technical and economic alternatives to address the condition of existing public infrastructure and technical and economic evaluation of alternatives to develop infrastructure to serve growth areas.

Western Delaware County Act 537 Sewage Facilities Plan Update Chester-Ridley Creek Service Area – January 2011 revised through April 2012.

The recommended alternative in the plan was for DELCORA to take responsibility for sewage treatment by constructing a pump station and force main to convey sewage from the existing Baldwin Run Pollution Control Plant (BRPCP) location to the W RTP. The Southwest Delaware County Municipal Authority (SWDCMA) will continue to be responsible for the operation and maintenance of the collection system to the new pump station.

Sewage Facilities Planning Modules

DELCORA has historically processed planning modules in accordance with PADEP recommended guidelines. In communities where the entire system is owned by DELCORA, collection, conveyance and treatment capacities and flows are provided and capacity certified if

available. In communities where only conveyance and treatment are provided, only those capacities and flows are certified.

2. Physical Analysis

2.1 Planning Area and Wastewater Service Area

The planning area for this plan encompasses both the Eastern and Western Service Areas. The service area has expanded outside of Delaware County through the years to include small sections of Chester County. Exhibit 3 shows the planning area.

The Western Service area includes: Aston Township, Bethel Township, Brookhaven Borough, Chadds Ford Township, Chester City, Chester Township, Chester Heights Borough, Concord Township, Eddystone Borough, Edgmont Township, Marcus Hook Borough, Middletown Township, Parkside Borough, Rose Valley Borough, Trainer Borough, Upland Borough, Upper Chichester Township, Lower Chichester Township and Upper Providence Township

The Eastern Service area includes: Aldan Borough, Clifton Heights Borough, Collingdale Borough, Colwyn Borough, Darby Borough, Darby Township, Edgmont Township, Folcroft Borough, Glenolden Borough, Haverford Township, Lansdowne Borough, Marple Township, Morton Borough, Nether Providence Township, Newtown Township, Norwood Borough, Prospect Park Borough, Radnor Township, Ridley Township, Ridley Park Borough, Rutledge Borough, Sharon Hill Borough, Springfield Township, Swarthmore Borough, Upper Providence Township, Upper Darby Township, Yeadon Borough, Tredyffrin Township(Chester County) and Easttown Township(Chester County).

Pocopson Township is not located in the Eastern or Western Service area but is in the planning area for this plan due to DELCORA's involvement in systems in the Township.

2.2 Physical Characteristics of Planning Area

Delaware County is located in the southeastern corner of Pennsylvania. It is bordered to the north by Montgomery County, to the east by Philadelphia, to the southeast by the Delaware river and to the southwest by the State of Delaware.

Two major topographical areas run through the County:

The eastern section of Delaware County is level and lies in the Atlantic Coastal Plain and the western portion of the County is hilly and known as the Piedmont area. The lowest point in Delaware County is in Marcus Hook and the highest point is in Newtown Township.

Delaware county is located within the Delaware River watershed and is divided into eight major watersheds Chester County consists of portions of 21 watersheds that eventually drain to the Delaware Bay or Chester Bay.

3. Existing Sewerage Facilities in Planning Area

3.1 Eastern Service Area

DELCORA entered into an Agreement with the City of Philadelphia in 1974 to convey wastewater to the City's Southwest Water Pollution Control Plant (SWWPCP). The Agreement was renegotiated resulting in a fifteen-year Agreement between the City and DELCORA which became effective in April 2013. The flow capacity thresholds in the 2013 City Agreement have remained the same as in DELCORA's prior agreement with the City. The three thresholds are for instantaneous flow at 100 MGD, daily maximum flow at 75 MGD, and annual average daily flow at 50 MGD. DELCORA owns and operates three (3) major pumping stations that transport wastewater to the City's SWWPCP. The pumping stations are Central Delaware Pump Station (CDPS) with a design capacity of 40 million gallons per day (MGD); Muckinipates Pump Station (MPS) with a design capacity of 24 MGD; and Darby Creek Pump Station (DCPS) with a design capacity of 60 MGD. DELCORA sent an average of approximately 23 MGD in 2019 to the SWWPCP.

Local townships and boroughs own their own systems and convey wastewater to three conveyance authorities, namely, the Central Delaware County Authority, the Muckinipates Authority, and the Darby Creek Joint Authority. These conveyance authorities own and operate the interceptors that convey wastewater to DELCORA's pump stations noted above. The CDPS force main discharges to the City of Philadelphia's SWWPCP but can be diverted to DELCORA's Western Regional Wastewater Treatment Plant (WRTP) in Chester. DELCORA is responsible for wastewater treatment in the Service area. All of the Eastern Service Area Authorities have entered into Agreements with DELCORA for treatment and the Radnor-Haverford-Marple (RHM) Sewer Authority has entered into an Agreement with the Darby Creek Joint Authority.

3.2 Western Service Area

DELCORA owns and operates the WRTP in Chester, PA. The WRTP is an activated sludge treatment plant currently permitted to discharge 44 MGD. DELCORA received Delaware River Basin Commission (DRBC) approval to rerate the Western Regional Treatment Plant to 50 MGD, pending completion of an outfall extension into the Delaware River. A complete understanding of the future flow needs of the WRTP is paramount before starting a capital project of this significance. Additional work remains to complete the preliminary modeling for the proposed

dual-pipe outfall with multiport diffusers. Upon completion of the modeling phase, DELCORA will proceed with the design and construction of the proposed outfall. A schematic of the WRTP is provided as Exhibit 5.

The WRTP treats wastewater generated in the Western Service Area collection system including the collection and conveyance systems in the City of Chester, the Boroughs of Upland, Parkside, Trainer, Rose Valley, and Marcus Hook, and a portion of Chester Township. The system includes seven pumping stations and force mains, six small lift stations and approximately 129 miles of separate and combined sewers. Included in the 129 miles of sewers are: 11.7 miles of an interceptor system; 3,209 manholes; and twenty-five (25) combined sewer outfall regulators controlling storm overflows. The 2019 Annual Average from the WRTP was 40.23 MGD.

The WRTP also processes wastewaters from the Boroughs of Eddystone and Brookhaven, as well as the Townships of Nether Providence and Lower Chichester. This capacity is provided through service agreements and the systems are owned by the individual communities except for small portions of collection systems (a few hundred feet of pipe) that extend into Brookhaven, Lower Chichester, Ridley Township, and Upper Chichester Township that are owned by DELCORA.

The Sun Oil Refinery in Marcus Hook closed its operations in 2011. As a result, the agreement to process wastewater from the Marcus Hook facility was amended to reduce the amount of flow DELCORA is required to accept from 10.0 MGD to 4.0 MGD. This opened up capacity at the WRTP to allow for future flow to be delivered to the facility. In October of 2014 the flow to the Southwest Delaware County Municipal Authority's (the "SWDCMA") Baldwin Run PCP was diverted to DELCORA's Chester-Ridley Creek Pump Station bringing approximately an additional 4 MGD flow to the WRTP.

3.3 Existing Facilities in Planning Area

Detailed descriptions of the existing facilities in the Planning Area have been provided in previous Act 537 Planning documents. A copy of the capacity and current flow has been included as Exhibit 6 for the Eastern and Western Service Areas. A map showing the locations of the Pump Stations, forcemains, trunk and interceptor sewers has been provided as Exhibit 3.

3.4 Long Term Control Plan

The Long Term Control Plan Update (LTCPU) for the Delaware County Regional Water Quality Control Authority (DELCORA) evaluates the sewer systems according to United States Environmental Protection Agency (USEPA) requirements and guidance. The final plan submitted to the USEPA on February 15, 2019, is currently under review and addresses all aspects of the Consent Decree issued to DELCORA by USEPA. Although monitoring and modeling studies

show DELCORA is not causing Water Quality Standards to be exceeded, the plan includes further investment to reduce Combined Sewer Overflow (CSO) discharges and improve water quality. The investments include improvements to the collection system and the treatment plant that will provide multiple benefits to DELCORA customers. These improvements increase the level of system wide annual average wet weather flow capture to over 90% of the total wet weather flow. This level of capture exceeds Federal Clean Water Act requirements under USEPA's "Presumption" approach.

Prior to this LTCPU, DELCORA has expended approximately \$100 M in capital improvements to address CSOs as planned in the original 1999 Long Term Control Plan. This update adds over \$150 M in life cycle costs to the prior and ongoing investment within an accelerated 10 year schedule. This additional investment is affordable if other program costs do not increase significantly.

DELCORA Monitoring and Modeling required by the DELCORA/USEPA/Pennsylvania Department of Environmental Protection Consent Decree has shown that high wet weather flows in the separate sewered areas result in DELCORA's Sanitary Sewer Overflows (SSOs) and contribute to increased CSO discharges. Projects planned under the LTCPU address the impact of CSO discharges as required by the Clean Water Act, while also addressing the elimination of SSOs in the DELCORA system.

3.5 Summary of Information from each municipality impacted

The individual municipal Act 537 Plans for the tributary communities reflect the descriptions and conditions of their wastewater systems. Additional information can be found in whatever information is provided to DELCORA in the Chapter 94 tributary reports from these communities. Systems not owned by DELCORA will remain the property of the communities and their responsibility. The following is a listing of the communities and a brief summary of any information provided to DELCORA.

Western Service Area

Aston Township

Bethel Township

The systems is in good condition overall. There are no know surcharge conditions and most of the system is fairly new.

Brookhaven Borough

There are no known areas of capacity exceedance and no areas of capacity exceedance expected in the next five years.

Chadds Ford Township

Chester City

Chester Township

Chester Heights Borough

The Borough of Chester Heights does not own or maintain any public sewers within the Borough limits. The public sewer connecting the 38 homes is owned and maintained by SWDCMA.

Eddystone Borough

Edgmont Township

The Edgmont Township sanitary sewer system is in good condition overall. There are no known surcharge conditions and most of the system is fairly new.

Marcus Hook Borough

Middletown Township

Parkside Borough

Rose Valley Borough

The sewer system is generally in good condition.

Trainer Borough

Upland Borough

Upper Chichester Township

Lower Chichester Township

Eastern Service Area

Aldan Borough

The Aldan Borough Sanitary sewer System is a gravity sanitary sewer system that is in good working condition and is structurally sound with no known capacity problems. The public sewer lines are properly sized for the connected population.

Clifton Heights Borough

The Clifton Heights Sewer System is a gravity collection system. There are no combined sewers and no pumping stations. It appears that the public sewer lines are properly size for the connected population.

Collingdale Borough

The gravity mains in Collingdale Borough are generally in good condition. Collingdale Borough has three (3) main collection and conveyance systems that discharge to the Darby Creek Joint Authority's system.

Colwyn Borough

The Borough performs routine maintenance and repairs of the sewer system. They observe conditions and look for evidence of overflows while performing routine maintenance.

Darby Borough

The Darby Borough's systems in primarily terracotta pipe. The Borough has 2 sewer replacements planned for 2020.

Darby Township

Township personal and equipment are utilized for sewer system operation and maintenance on an "as-needed" basis.

Edgmont Township

The system is in good condition overall. There are no known surcharge conditions and most of the system is fairly new.

Folcroft Borough

Folcroft Borough inspects and trouble shoots the sanitary sewer system. Contract forces are utilized for routine maintenance.

Glenolden Borough

Glenolden Borough performs routine sewer maintenance including periodic flushing and cleaning as needed.

Haverford Township

Haverford Township has a preventative maintenance program that includes sewer cleaning and CCTV inspection.

Lansdowne Borough

The Borough of Lansdowne has a separate storm and sanitary sewer system. The sanitary system is comprised of VCP, PVC, DIP, RCP and HDPE. The age of the Borough's sewer system varies, but the majority is over 50 years in age.

Marple Township

The existing sewer system is in good working order. The Township has an in-house public works staff that, as required, does periodic maintenance of the system.

Morton Borough

Morton Borough has staff that are used for inspection of the sanitary sewer system. Contract forces are used for troubleshooting and maintenance. Video inspection of a portion of the sanitary lines were completed in 2019.

Nether Providence Township

Nether Providence Township public works department has a sewer maintenance schedule for cleaning and inspecting lines. The crews look for blockages, broken pipes, roots in lines and I&I issues. The general condition of the sewer system is good.

Newtown Township

The Newtown Township Sewer Authority performs sewer inspection and repairs to address I/I on an as-needed basis.

Norwood Borough

The Norwood Borough's system is considered to be in fair to good condition. Outside contractors are utilized for sewer system operation and maintenance on an as-needed basis.

Prospect Park Borough

Prospect Park Borough personnel and equipment and outside contractors are utilized for sewer system operation and maintenance on an as-needed basis.

Radnor Township

Radnor Township's sanitary sewer collection system consists of a gravity collection system and four (4) pumping stations. The age of the Township systems ranges from over 100 years old to pipelines recently constructed.

Ridley Township

The Ridley Township systems is in fair to good condition based on periodic video inspection.

Ridley Park Borough

Ridley Park Borough personnel and equipment and outside contractors are utilized for sewer system operation and maintenance

Rutledge Borough

Based on video inspections, the Rutledge Borough system is in fair to good condition. Contract forces are used for trouble shooting and routine maintenance. Video inspection is conducted periodically and as needed in conjunction with emergency repairs.

Sharon Hill Borough

Sharon Hill Borough operates and maintains 12.18 miles of sanitary sewer. Most of the sanitary sewers are old and were constructed between 1905 and 1950. The sewers are primarily vitrified clay or reinforced concrete construction, and all are gravity.

Springfield Township

Springfield Township has a monitoring, maintenance and rehabilitation program that was established in accordance with WEF MOP FD-6.

Swarthmore Borough

The sewers in Swarthmore Borough are comprised mainly of terra-cotta clay pipe, with some cast iron, the majority of which was installed in the 1950's. PVC has been used for the new replacement. The system is in fair to good condition.

Upper Providence Township

The collection system that flows into CDCA (Farnum Road District) is comprised of an 8" PVC gravity main to the Crum Creek Interceptor. There is no apparent gravity main or low-pressure sanitary sewer main which exceeds capacity and no known surcharges or SSOs occurred in this district.

Upper Darby Township

Upper Darby Township sewer division has a routine maintenance plan to maintain the system, which includes the replacement of deteriorated sections of the pipe, the cleaning of grease, removal of roots and jet sewer lines at known problem locations.

Yeadon Borough

The Yeadon Borough collection system is primarily constructed of terracotta pipe. The Borough had made progress replacing main sections with PVC pipe over the last 5 years.

Tredyffrin Township(Chester County)

The sewer system is in good condition and received consistent oversight and maintenance, including chemical root control and CCTV inspection.

Easttown Township(Chester County)

Pocopson Township (Chester County)

DELCORA owns and operates the Corinne Village and Sheeder Tract WWTPs.

4. Future Growth and Land Development

4.1 Equivalent Dwelling Unit (EDUs) and flows projected for 5 years

The following is a summary of projected additional EDUs and average daily flows to be added in the next 5 years from the tributary municipalities.

Municipality	EDUs	Flow(gpd) ³
Aston Township ²	54	14,175
Bethel Township ¹	80	21,000
Brookhaven Borough ²	23	6,037
Chadds Ford Township ²	41	10,762
Chester City ²	71	18,637
Chester Township ²	15	3,937
Chester Heights ¹	43	11,288
Eddystone Boro ²	2	525
Edgmont Township ¹	406	106,575
Marcus Hook Borough ²	7	1,837
Middletown Township ¹	1,157	303,712
Parkside Borough ²	6	1,575
Rose Valley Borough ²	8	2,100
Trainer Borough ²	0	0
Upland Borough ²	4	1,050
Upper Chichester ¹	68	17,850
Lower Chichester ¹	5	1,312
Aldan Borough ¹	0	0
Clifton Heights Borough ¹	0	0
Collingdale Borough ¹	3	787
Colwyn Borough ²	12	3,150
Darby Borough ²	26	6,825
Darby Township ¹	2	525
Folcroft Borough ¹	5	1,312
Glenolden Borough ¹	1	262.5
Haverford Township ²	84	22,050
Lansdowne Borough ¹	0	0
Marple Township ¹	75	19,687
Morton Borough ¹	5	1,312

DELCORA ASSET TRANSFER ACT 537 PLAN SPECIAL STUDY

Municipality	EDUs	Flow(gpd) ³
Nether Providence ¹	5	1,312
Newtown Township ²	36	9,450
Norwood Borough ¹	5	1,312
Prospect Park Borough ¹	5	1,312
Radnor Township ¹	257	67,462
Ridley Township ¹	5	1,312
Ridley Park Borough ¹	5	1,312
Rutledge Borough ¹	5	1,312
Sharon Hill Borough ¹	2	525
Springfield Township ¹	0	0
Swarthmore Borough ¹	21	5,512
Upper Providence ¹	0	0
Yeadon Borough ¹	0	0
Upper Darby Township ¹	0	0
Tredyffrin Township ²	255	66,937
Easttown Township ²	131	34,387

¹Information taken from tributary reports prepared for the 2019 Chapter 94 report.

²Projections not provided by municipality. EDU projections based on populations projections taken from the DVRPC Municipal Data Navigator

³ Flows are based on 262.5 GPD/EDU

5. Identify Alternatives

5.1 Alternative 1 – No Action Alternative

Under this alternative, DELCORA will continue to operate as it has been since October 20, 1971 with the power to construct, finance, operate and maintain sewer systems throughout the County and adjacent areas included in its drainage basin.

5.2 Alternative 2 - Sale of the DELCORA System to Aqua

Under this alternative, DELCORA will sell “all of its sewage system including all sanitary wastewater related treatment, disposal, sludge receiving assets and conveyance facilities, including but not limited to DELCORAs 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”, as noted in Article II Section 2.01(b) of the Asset Purchase Agreement. Additionally, a list of assets has been provided as Exhibit 7. Aqua is a well-qualified entity to own, operate and maintain the DELCORA wastewater collection and treatment system.

6. Evaluation of Alternatives

6.1 Evaluation of the Alternatives for Consistency

CONSISTENCY ANALYSIS SUMMARY			
Determination For Wastewater Recommended Alternative			
Evaluation Category	Consistency		Comments
	Yes	No	
Clean Streams Law or Section 208 of Clean Water Act	X		The alternative is consistent with the objectives and requirements of the Clean Streams Law.
Chapter 94- Municipal Wasteload Management Plans	X		The existing sewer system and treatment plant have adequate capacity for the next 5 years.
Title II – Clean Water Act	X		This category is not applicable as Federal funding is not anticipated for this project and there have been no plans developed under Title II of the Clean Water Act or Titles II and VI of the Water Quality Act of 1987 for this project.
Comprehensive Plans	X		The alternative is consistent with the goals of the Municipal Comprehensive Plans.
Antidegradation Requirements of PA Chapters 93, 95, 102	X		This category is not applicable as Federal funding is not anticipated for this project.
State Water Plan	X		The recommended alternative is consistent with the State Water Plan.
PA Prime Agricultural Land Policy	X		This category is not applicable as construction is not anticipated for this project
County Stormwater Management Plan	X		No inconsistencies.
Chapter 105 – Wetland Protection	X		This category is not applicable as construction is not anticipated for this project
PNDI Review	X		This category is not applicable as construction is not anticipated for this project
Historical and Archaeological Resource Protection	X		This category is not applicable as construction is not anticipated for this project

6.2 Proposed Plan to meet the Long-Term Need

Like many municipalities and authorities throughout the Commonwealth, DELCORA is facing significant infrastructure improvements, increased expenses and more stringent environmental regulations. DELCORA did not arrive at the decision to sell the System lightly. The decision was the result of a confluence of factors and careful deliberation by DELCORA in order to determine a path forward that would continue to provide safe and reliable service while mitigating future rate increases. There were two factors that primarily contributed to the decision: (1) the prohibitively high expense that DELCORA will face if it continues to have its Eastern service area treated by PWD (Philadelphia Water Department); and (2) the costs DELCORA will incur to repair its Delaware County infrastructure in order to comply with current requirements and regulations set out by the EPA. Given these circumstances, DELCORA began considering a partnership with a utility like Aqua that has extensive experience in large scale capital investment projects over multi-year periods. The extensive testimony in the PUC filing provides details substantiating the Asset Transfer.

Aqua has the resources and extensive experience in utility management to effectively and efficiently own and operate the DELCORA system. DELCORA considered the impacts to the rate payers as their primary goal in deciding the best long term solution. The proposed DELCORA Customer Trust briefly discussed below was a key factor in evaluating the alternative. Not selling the system would have significant financial impacts to the rate payers again as presented in the PUC filing.

6.3 Detailed information regarding the purchase

The Asset Purchase Agreement dated September 17, 2019 has the purchase price of the Assets at \$276,500,000. The sale proceeds are to be used to pay outstanding debt with the balance to be reinvested by DELCORA in a DELCORA Customer Trust. This unique plan provides that the proceeds of the sale will be utilized to offset future customer bill increases. It is an innovative and well thought out benefit to the rate payers in the service area.

6.4 Phased implementation versus immediate

The transfer of ownership of all assets will be immediate with the closing of the transfer as per the Asset Purchase Agreement.

6.5 An evaluation of the administrative organization and legal authority to implement the Plan will be discussed.

Aqua is a PUC - regulated water and wastewater utility serving many customers in Pennsylvania and throughout other states. They are a proven utility leader and one of the largest investor owned water utilities in the country. Aqua brings significant experience and financial stability to the long term operation and maintenance of the DELCORA system. This asset transfer is one of several recently and currently in the works for Aqua. Some of these include the Limerick Township system, Montgomery County, PA, Cheltenham Township, Montgomery County, PA East Bradford Township, Chester County, PA, and East Norriton Township, Montgomery County, PA. Aqua Pennsylvania serves more the 1.4 million residents in 32 counites across Pennsylvania. This includes more than 430,000 water 35,000 wastewater customers, 37 wastewater treatment facilities, and 5,821 miles of water main and 498 miles of wastewater main.

7. Institutional Evaluation

7.1 Existing Authority

DELCORA was formed by the County of Delaware, PA (County) by resolution dated October 20, 1971 with the power to construct, finance, operate and maintain sewer systems throughout the County and adjacent areas included in its drainage basin. DELCORA was established as a county-wide authority and the County was divided into two regions, the Eastern Service Area and the Western Service Area, each to be served by a regional wastewater treatment plant. DELCORA was to be responsible for building and operating interceptors and pumping stations in both regions, building the regional treatment plant in the Western Service Area, and acquiring capacity in the City of Philadelphia's (City) Southwest Water Pollution Control Plant (SWWPCP) for wastewater treatment for the Eastern Service Area. DELCORA currently owns and operates sewer systems serving municipalities within Delaware County, as shown on the attached Exhibit 4. This capacity is provided though service agreements and the systems are owned by the individual communities expect for small portions of collections systems (a few hundred feet of pipe) that extend into Brookhaven, Lower Chichester, Ridley Township, and Upper Chichester Township that are owned by DELCORA.

7.2 Financial and Debt status

Upon the sale of the system, all outstanding debt will be paid off. Rates and charges will be governed by Aqua and the PUC.

7.3 Available Staff and Resources

All sewer system duties will be taken over by Aqua. As mentioned earlier, Aqua will be retaining all of the DELCORA staff to assist in the ongoing operation and maintenance of the facilities. This staff, in addition to existing Aqua staffing provides a large base of personnel and resources to address any issue that may arise in the system. Retaining DELCORA field staff has the added benefit of familiarity with the communities and relationships with their staffs that have been developed over years.

7.4 Municipal Enforcement

With the sale of these assets it is very important to note the need for continued enforcement of existing codes, ordinances, and policies by a variety of communities/authorities including the municipalities that were previously listed in 3.5, Chester County Health Department, Delaware County Planning Commission, Chester County Planning Commission, PADEP, and other regulatory agencies.

With the sale of the DELCORA system to Aqua, the purchaser will assume responsibility for all actions that DELCORA was responsible for. This includes, but is not limited to Act 537 plan updates that are specific to the system owned by Aqua, Annual Chapter 94 reports, Industrial Permitting, Fats, oils and grease enforcement, previously performed collection and conveyance system inspections, contracting with entities for the calibration and maintenance of monitoring equipment, etc. Act 537 Planning needed at the individual municipal level to address those needs will remain the responsibility of the municipality with cooperation from Aqua. To summarize:

Municipal Enforcement	Responsible Entity
Act 537 Updates	Aqua for former DELCORA facilities with input from municipalities; Individual municipalities for collection system with input from Aqua, as appropriate.
Chapter 94 reports	Aqua as the permittee with receipt of tributary municipal reports providing the required data in accordance with DEP regulations.
Grinder pumps	Individual municipalities rules will govern responsibility. Aqua will not own individual grinder pumps unless otherwise agreed.

DELCORA ASSET TRANSFER ACT 537 PLAN SPECIAL STUDY

Lateral repair	Individual municipalities rules will govern responsibility. DELCORA/Aqua responsible from main line to curb, property line to ROW for select Municipalities.
Fats, Oils and Grease Enforcement	Any Sewer Use regulations promulgated by Aqua will be developed in conjunction with the municipalities and memorialized in Aqua's PUC Tariff. Individual municipalities will be required to have and enforce local Sewer Use Ordinances
Illicit/illegal connections	Individual municipalities rules will govern responsibility
Industrial permitting	Any requirements of the EPA Municipal Industrial Waste (IW) Pretreatment Program that were DELCORA's will be assumed by Aqua. Individual requirements that were imposed on municipalities and promulgated through ordinances will remain the responsibility of the municipalities. All reporting required under IW permit responsibilities will remain with the permittees. Aqua will be required to handle reporting to the DEP and EPA.
Combined Sewer Overflows	Aqua as required by the Long-Term Control Plan (see the LTCP for additional details)
Sanitary Sewer Overflows	SSO's are not permitted in separate sanitary sewer system. The responsibility to address SSOs lies with the owners of the system. Aqua will be responsible for any portion of the acquired DELCORA system that is separate.
Planning Module Review and Approval	Aqua will be required to certify capacity in any portion of the system owned in the transfer. This includes Treatment capacity at any current or future WWTP, conveyance capacity in interceptors or pumping stations and any collection system capacity that Aqua will acquire ownership in the purchase. DEP guidelines must

	be adhered to since sewage planning is a municipal function.
Long Term Control Plan	Any requirements of the Long Term Control Plan that were DELCORA's will be assumed by Aqua.

7.5 Intermunicipal Agreements

In accordance with County Wide Sewerage Facilities Plan developed with PADEP in 1972, various municipalities, municipal authorities and industries in Delaware County were mandated to negotiate with DELCORA for future treatment. DELCORA entered into service agreements with municipalities and major industries. The agreements are for various terms up to 50 years. A listing of all municipal agreements is attached as Exhibit 8. Upon closing of the transfer of assets, all Agreements will be re-assigned to Aqua.

7.6 PUC Status

Aqua Pennsylvania Wastewater, Inc. (Aqua) prepared and submitted an Application to the Pennsylvania Public Utility Commission (PUC) for the approval of the acquisition of the wastewater system assets of the Delaware County Regional Water Control Authority (DELCORA) as well as for the approval of the right to offer, render, furnish, and supply wastewater service to the public in portions of Delaware and Chester Counties, Pennsylvania, on March 3, 2020. The PUC is presently reviewing Aqua's Application for completeness.

8. Implementation Schedule and Justification for Selected Technical and Institutional Alternatives

8.1 Discussion of Necessary Administration and Legal Activities for Implementation

An Asset Purchase Agreement (APA) has been negotiated with Aqua defining the applicable legal, regulatory and existing Agreement requirements. Among many things, this APA addresses transfer of all assets - property, easements, legal Agreements, equipment, etc. All financial agreements and agreements for Aqua's implementation of DELCORA's rates following closing are included in the APA.

8.2 Proposed Institutional Alternative for Implementing the Plan

Implementation of the transaction will be accomplished in conformance with the negotiated agreement with Aqua.

8.3 Municipal Engagement

A virtual meeting with all the Municipal Engineers occurred July 7, 2020 to update and inform representatives of the concepts and schedules of this Plan. Individual future meetings with municipalities for the eventual adoption of the Plan will be scheduled on an as needed basis.

8.4 Implementation Schedule

The implementation schedule for this plan is as follows:

March 18, 2020	-	Approval of Plan of Study
May 18, 2020	-	Draft of plan sent to PADEP
June 29, 2020	-	Meeting with PADEP and DELCORA to assess the path forward.
July 1, 2020	-	Plan transmitted for all municipalities PC for review and comment Plan transmitted to DCPC, CCPC, CCHD and Joint Authorities 30- and 60-day comment periods begin
July 7, 2020	-	“Virtual” meeting inviting municipal representatives to an introduction to the Plan.
December, 2020	-	Address comments from the public and agencies.
January, 2020	-	Receive resolutions of adoption from Municipalities
February 2020	-	Transmit complete report for DEP approval

EXHIBIT 1

RESOLUTION OF ADOPTION

RESOLUTION NO. 2020-

MUNICIPALITY

RESOLUTION OF ACT 537 PLAN UPDATE

RESOLUTION OF THE **(COUNCIL) (SUPERVISORS)(COMMISSIONERS)** OF THE **MUNICIPALITY, (DELAWARE) (CHESTER COUNTY)**, PENNSYLVANIA (hereinafter “the municipality”)

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the “Pennsylvania Sewage Facilities Act”, as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage wastes, and to revise said Plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Gannett Fleming, Inc. has prepared an Act 537 Update for the entire DELCORA Service Area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, the alternative of choice to be implemented is Alternative 2 – Sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, **(Borough)(Township)(City)** finds that the Act 537 Plan Update described above conforms to applicable zoning and subdivision ordinances and to other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the **(Council) (Supervisors)(Commissioners)** of the Municipality, **(Delaware) (Chester)** County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the “Official Plan” of the **(Borough)(Township)(City)**, the above referenced Act 537 Plan Update. The **(Borough)(Township)(City)** hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

I, _____, Secretary, the **Municipality**, hereby certify that the foregoing is a true and correct copy of the **(Borough’s)(Township’s)(City’s)** Resolution No. _____, adopted _____, 2020.

AUTHORIZED SIGNATURE

(BOROUGH)(TOWNSHIP)(CITY) SEAL

EXHIBIT 2

MUNICIPAL CHECKLIST

EXHIBIT 3

SERVICE AREA MAP

Delaware County Sewage Facilities
Served by DELCORA

- Treatment Plants (TP)
- Pumping Stations (PS)
(yellow tag owned by DELCORA)
- Label denotes Owned & Operated
- Label denotes Operated Only
- Label denotes not owned nor operated
- Eastern Interceptors (owned by others)
- Force Mains
- Roads
- Central Delaware County Authority
- Edgmont Area Owned/Operated
by DELCORA
- Muckinipates Authority
- Darby Creek Joint Authority
- RHM Authority
- Delaware River Service Area
- Southern Delaware County Authority
- Chester/Ridley Creek Service Area
- Rose Valley Service Area
- Combined Sewer Area
- Marcus Hook Service Area /
Lower Chichester Township

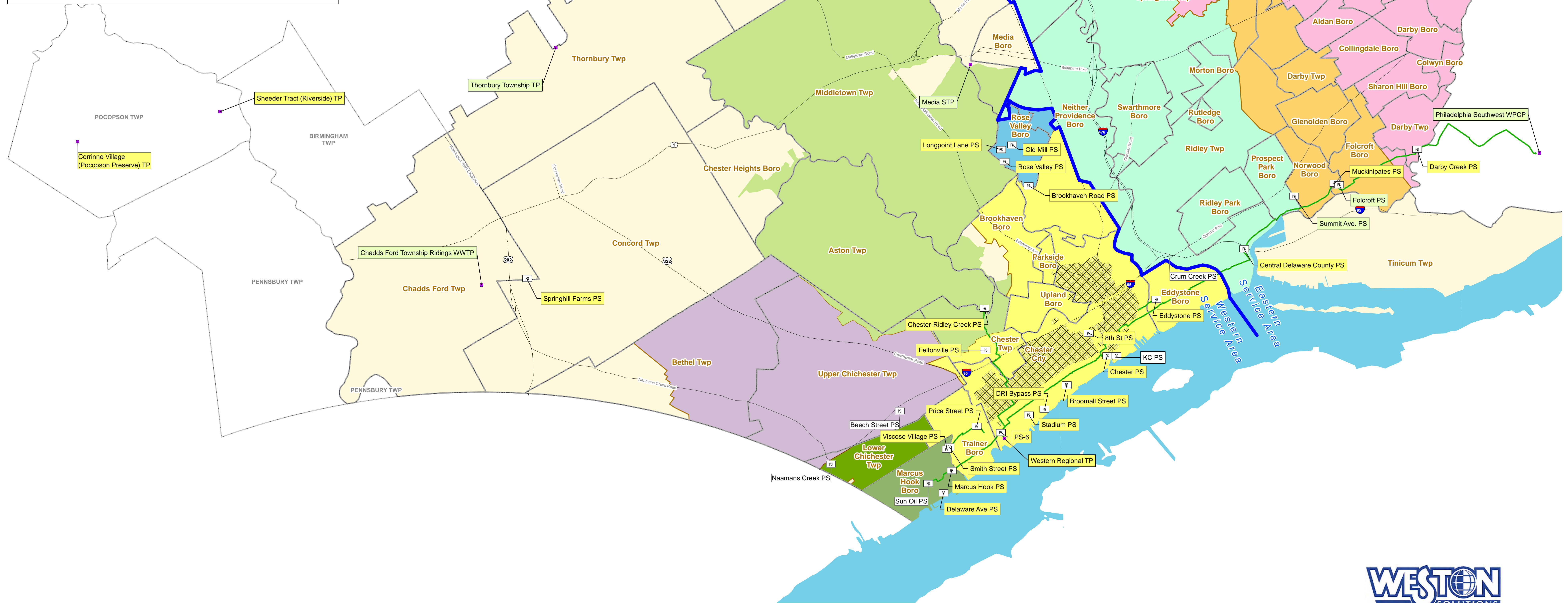
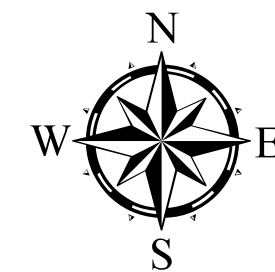
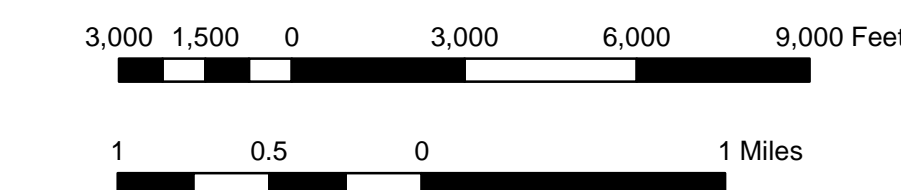
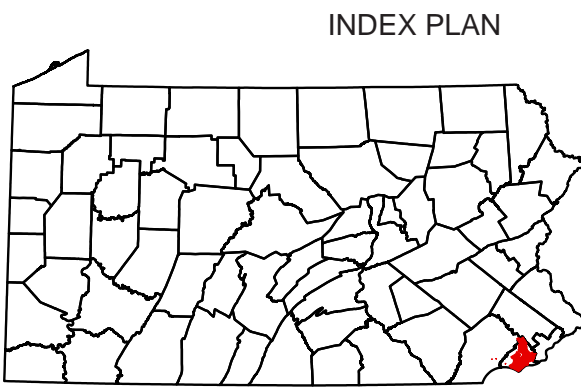
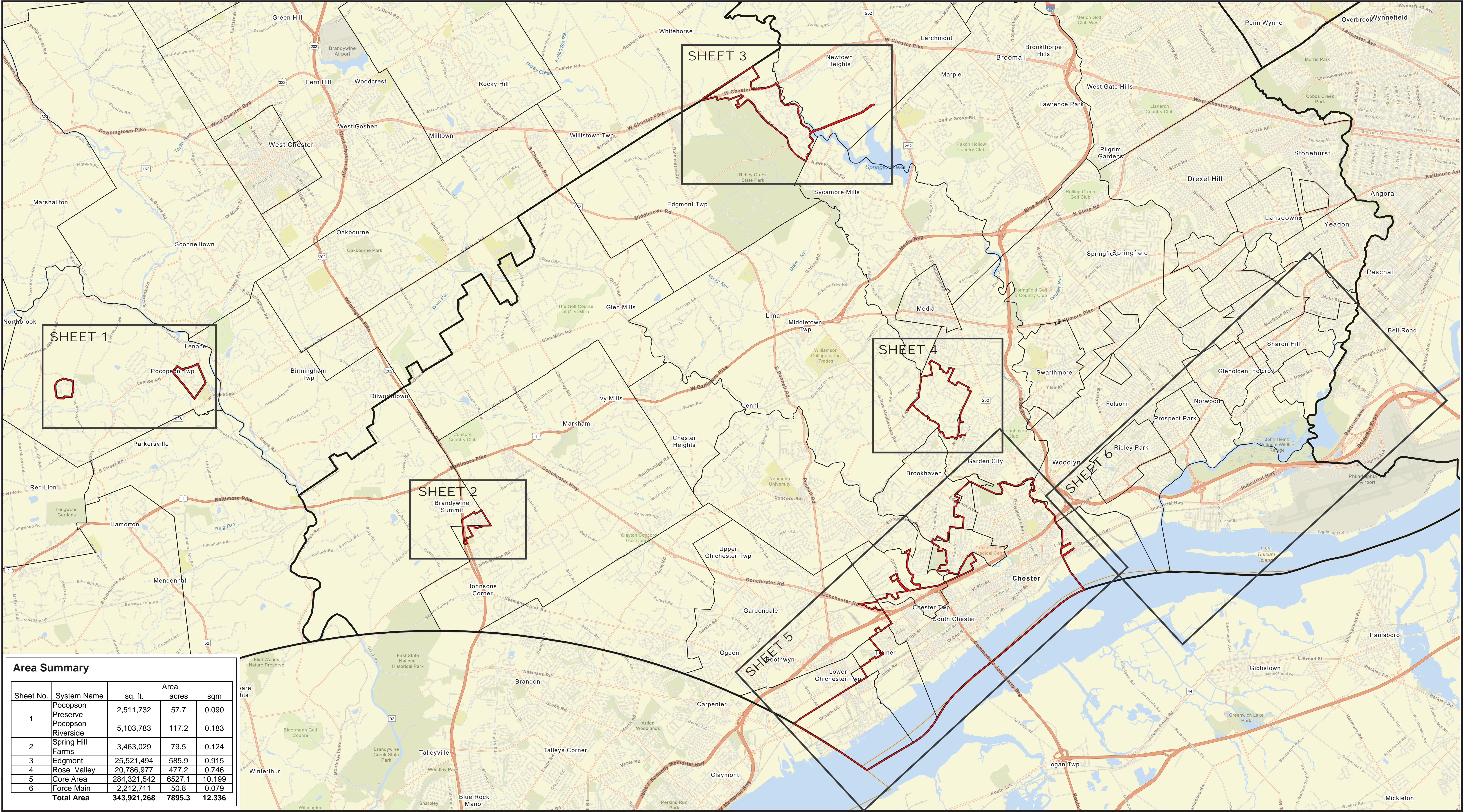


EXHIBIT 4

SEWER COLLECTION SYSTEMS

Exhibit 4



Note
Bearings, distances, area obtained from municipal boundaries, and parcel shapefiles, obtained from <http://www.pasda.psu.edu/>, in combination with service territory notes provided by DELCORA. The resultant bearings, distances and area do not result from a physical survey on the ground and are approximate and not intended to represent a legal description of property.



Legend
Requested Territory

6.		
5.		
4.		
3.		
2.		
1.	5/8/20	ADJUSTED SERVICE AREA BOUNDARIES AND RESPECTIVE AREAS
REV.	DATE	DESCRIPTION

SCALE IN FEET
0 2,000 4,000 8,000

EXHIBIT A
Proposed Service Territory
Aqua Pennsylvania, Inc./DELCORA
Delaware and Chester Counties, Pennsylvania

DATE: 1/31/20 SCALE: 1" = 4,000 ft. INDEX

EXHIBIT 5

SCHEMATIC OF WWTP

Exhibit 5

DELCORA W RTP **Process Flow Diagram**

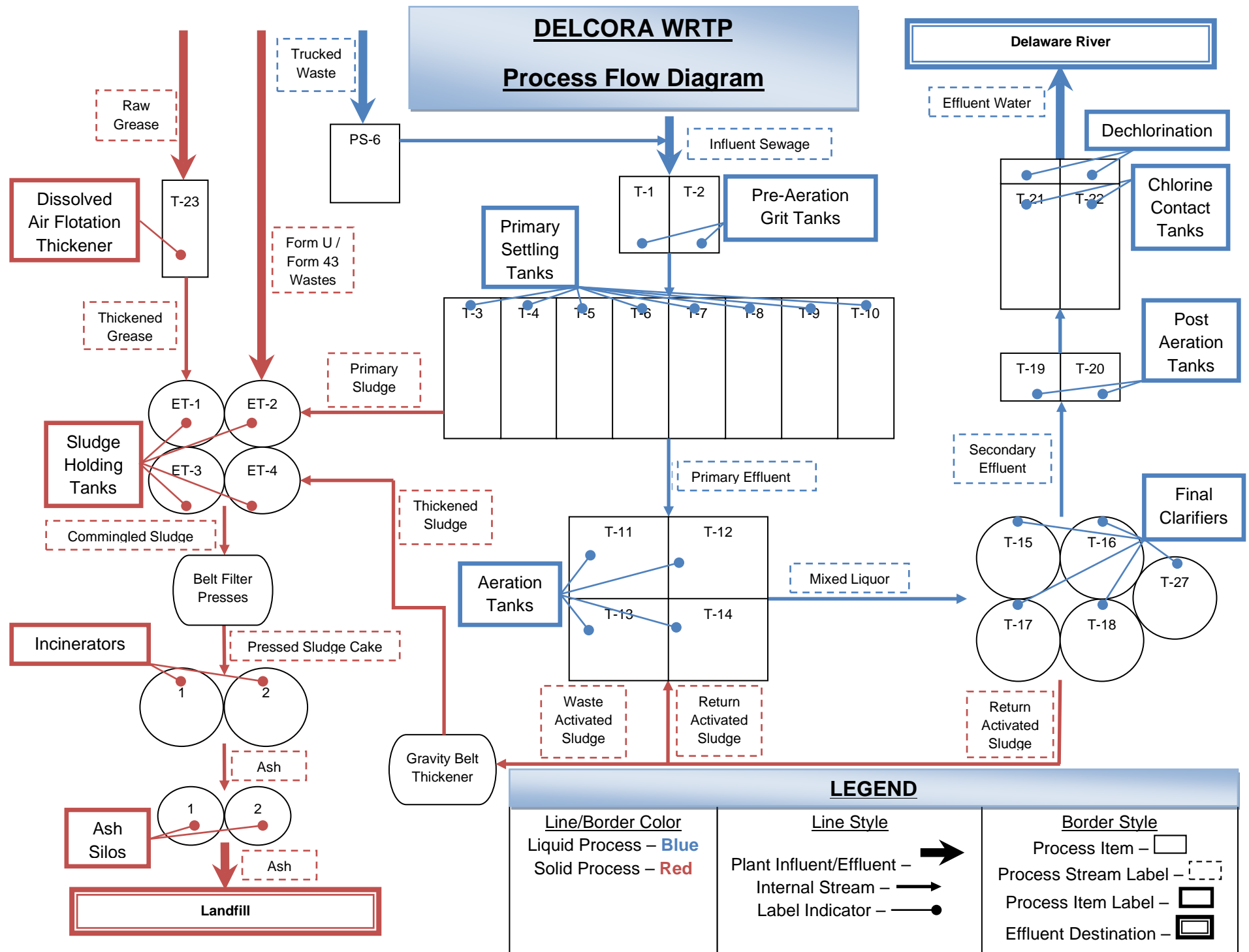
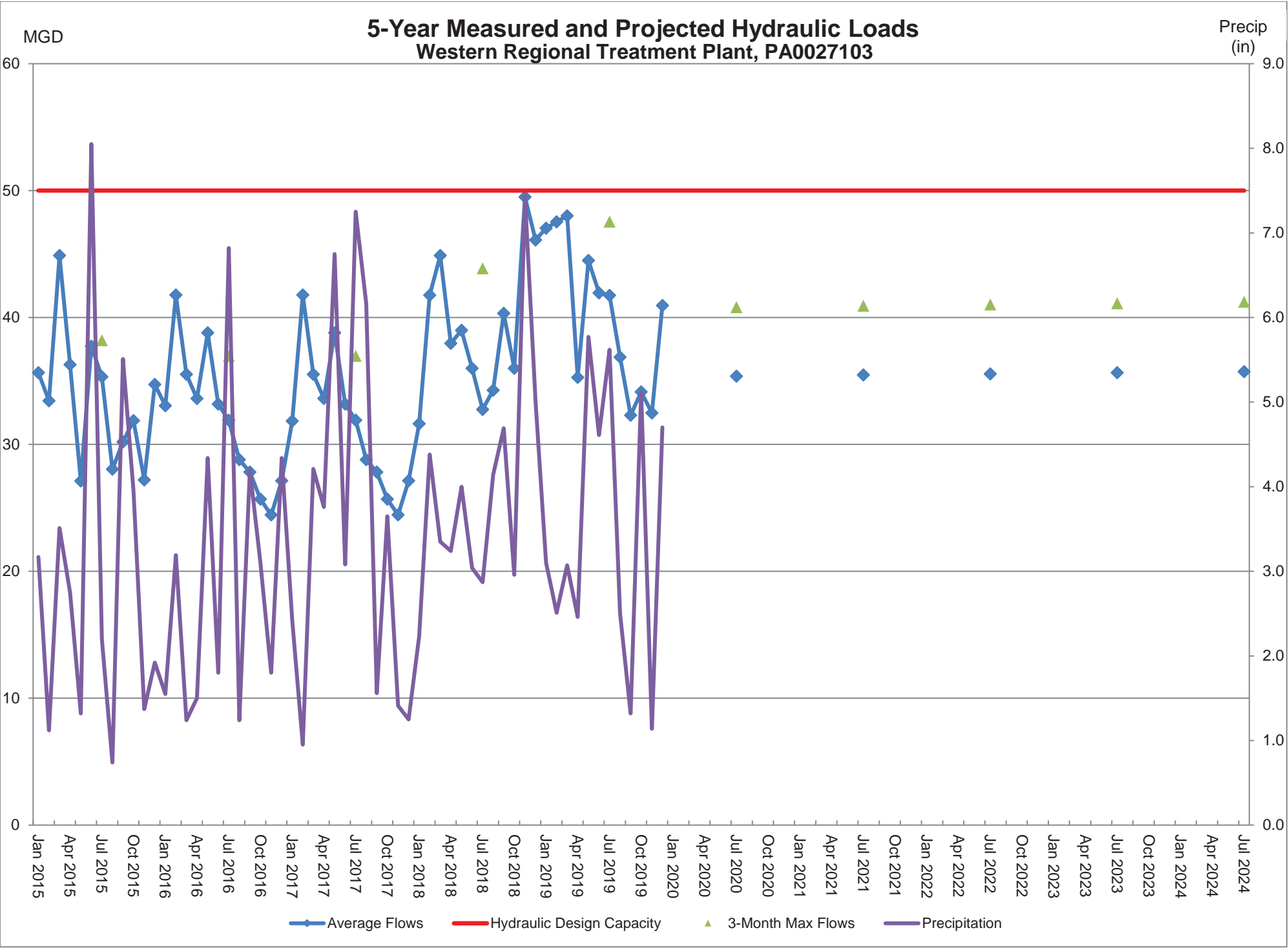


EXHIBIT 6

CAPACITY AND FLOW PROJECTIONS

5-Year Measured and Projected Hydraulic Loads
Western Regional Treatment Plant, PA0027103



Eastern Service Area Projected Hydraulic Loading - Influent Flow

	Average (MGD)	Quarterly Maximum (MGD)
Base Flow	23.0	*
2020	23.0	27.0
2021	23.1	27.1
2022	23.1	27.1
2023	23.2	27.2
2024	23.2	27.3

* Base flow is average of 2015 - 2019.

NOTES: 1.) Flow from Central Delaware Pump Station can be controlled between WRTP and SWWPCP so as to not exceed permitted flow at WRTP.
 2.) Growth based on average number of EDUs added per year via planning modules for DCJA and MA for 2018-2019 at 262.5 GPD/EDU.
 3.) Most of the growth at CDPS is expected to be pumped to WRTP for treatment.

EXHIBIT 7

LIST OF ASSETS

Schedule 4.09

Real Property and Easements; Liens

Owned Real Property:

Admin Building and Parking Lot:

- 49-03-00346-01: 100 E. 5th Street, Chester City, Pennsylvania (Admin Building)
- 49-03-00739-00: 507-509 Welsh Street, Chester, Pennsylvania (Admin Parking Lot)
- 49-03-00740-00: 511-513 Welsh Street, Chester, Pennsylvania (Admin Parking Lot)

Wastewater Treatment Plant & Pump Station:

- 49-11-01315-00: 3201 West Front Street, Chester, Pennsylvania
- 49-11-01315-00 (formerly before subdivision/purchase 49-11-01310-90): Thurlow and Front Street (Lot 1), Chester, Pennsylvania

Pump Stations & Gravity Main:

- 18-00-00161-01 (Eddystone PS): 8th Street and Eddystone Avenue, Eddystone Borough, Pennsylvania
- 18-00-00161-02 (Eddystone PS): 8th Street and Eddystone Avenue, Eddystone Borough, Pennsylvania
- 24-00-00032-03 (Marcus Hook PS): 401 Penn Avenue, Marcus Hook, Pennsylvania
- 31-00-00609-05 (Muckinipates PS): Hook Road, Norwood, Pennsylvania
- 38-06-01147-00 (Central Delco PS): Sellers Avenue, Ridley Township, Pennsylvania
- 38-06-01149-00 (Central Delco PS): Sellers Avenue, Ridley Township, Pennsylvania
- 49-06-00048-00 (Chester PS): East of 2nd & Penn, Chester, Pennsylvania
- 49-08-00749-01 (Broomall PS): 1 Broomall Street, Chester, Pennsylvania
- 49-04-00800-00 (Gravity Main GM 3901): W. 2nd Street, Chester City, Pennsylvania

Easements: See attached spreadsheet

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 DECLORA a site to install antennas or antenna systems and related facilitated 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

Attachment to Schedule 4.09

DELCORA Easements

Folio No.	To Access	Location	Municipality
24-00-00129-00	Pump Station	Delaware Avenue, Marcus Hook	Marcus Hook Borough
24-00-00130-00	Pump Station	Delaware Avenue, Marcus Hook	Marcus Hook Borough
24-00-00151-00	Pump Station	Delaware Avenue, Marcus Hook	Marcus Hook Borough
24-00-00152-00	Pump Station	Delaware Avenue, Marcus Hook	Marcus Hook Borough
24-00-00155-01	Pump Station	Delaware Avenue, Marcus Hook	Marcus Hook Borough
49-10-01026-00	Force Main	128 Watts Street, Chester, PA	Chester City
49-07-00129-00	Force Main	609 W. 2nd Street, Chester, PA	Chester City
49-07-00117-00	Force Main	525 W. 2nd Street, Chester, PA	Chester City
49-07-00125-00	Force Main	601 W. 2nd Street, Chester, PA	Chester City
49-10-00925-00	Force Main	136 Reaney Street, Chester, PA	Chester City
49-11-00112-00	Force Main	2501-2507 W. 2nd Street, Chester, PA	Chester City
49-07-00109-00	Force Main	509 W 2nd Street, Chester, PA	Chester City
49-11-01969-00	Force Main	112 Thurlow Street, Chester, PA	Chester City
49-07-00135-00	Force Main	621 W. 2nd Street, Chester, PA	Chester City
47-00-00948-00	Gravity Main	310 Tenth St. Upland, PA	Upland Borough
49-08-01309-01	Force Main	W. 2nd Street, Chester, PA	Chester City
49-11-01311-01	Force Main	WRTP Entrance Harwick St.	Chester City
49-11-01310-95	Force Main	10 Highland Avenue, Chester, PA	Chester City
49-09-00081-00	Force Main	1701-1703 W. 2nd Street, Chester, PA	Chester City
49-09-00945-00	Force Main	123 Flower Street, Chester, PA	Chester City
49-09-00487-00	Force Main	126-128 Abbott Street, Chester, PA	Chester City
49-09-00866-00	Force Main	122-128 Edwards Street, Chester, PA	Chester City
49-09-00795-00	Force Main	125 Edwards Street, Chester, PA	Chester City
49-11-00142-00	Force Main	2717 W. 2nd Street, Chester, PA	Chester City
49-09-00673-00	Gravity Main	124 Central Avenue, Chester, PA	Chester City
49-08-00707-00	Force Main	Broomall Street, Chester, PA	Chester City
49-06-00080-00	Force Main	425 W. 2nd Street, Chester, PA	Chester City
49-07-00127-00	Force Main	605 W. 2nd St, Chester, PA	Chester City
49-11-00143-00	Force Main	2719 W. 2nd Street, Chester, PA	Chester City
49-11-00144-00	Force Main	2721 W. 2nd Street, Chester, PA	Chester City
49-11-00145-00	Force Main	2723 W. 2nd Street, Chester, PA	Chester City
49-11-00146-00	Force Main	2725 W. 2nd Street, Chester, PA	Chester City
49-07-00042-00	Force Main	2nd Street, Chester, PA	Chester City
49-06-00010-00	Force Main	208 W. 2nd Street, Chester, PA	Chester City
49-06-00077-00	Force Main	419 W. 2nd Street, Chester, PA	Chester City
49-06-00078-00	Force Main	611 W. 2nd Street, Chester, PA	Chester City
49-07-00130-00	Force Main	611 W. 2nd Street, Chester, PA	Chester City
49-11-00130-00	Force Main	2603 W. 2nd Street, Chester, PA	Chester City
49-11-00132-00	Force Main	2617 W. 2nd Street, Chester, PA	Chester City
49-11-00129-00	Force Main	2601 W. 2nd Street, Chester, PA	Chester City
49-10-00603-02	Water	Seaport Dr. Chester, PA	Chester City
07-00-02045-00	Force Main	53 Concord Rd, Twp. Of Chester, PA	Chester Township
07-00-00236-00	Force Main	CONCORD RD	Chester Township
07-00-00289-07	Force Main	Incinerator Rd	Chester Township
07-00-00289-00	Force Main	Incinerator Rd	Chester Township
07-00-00262-00	Force Main	56 Concord Rd	Chester Township
07-00-00260-00	Force Main	52 Concord Rd, Aston, PA	Chester Township
18-00-00500-05	Force Main	Industrial Highway (SR291) Eddystone	Eddystone Borough
19-00-00037-78	Pump Station	30 Charter Oak Dr, Edgmont Twp, PA	Edgmont Township
30-00-01143-00	Force Main	3801 Gradyville Rd, Newtown Sq. PA	Edgmont Township
49-11-00149-90	Force Main	2801-2803 W. 2nd Street, Chester, PA	Chester City
39-00-00082-00	Gravity Main	222 Possum Hollow Rd, Rose Valley, PA	Rose Valley Borough
49-11-01310-97	Force Main	10 Highland Avenue, Chester, PA	Chester City
49-07-00110-00	Force Main	511 W. 2nd Street, Chester, PA	Chester City
46-00-00659-04	Pump Station	498 Smith St Trainer, PA	Trainer Borough
49-11-01972-00	Force Main	118 Thurlow Street, Chester, PA	Chester City
49-11-00015-00	Force Main	W. Front Street, Chester, PA	Chester City

02-00-02914-01	Pump Station	1 Gamble Lane	Aston Township
49-11-01310-93	Gravity Main	10 Highland Avenue, Chester, PA	Chester City
39-00-00163-00	Force Main	67 Rose Valley Rd	Rose Valley Borough
49-06-00735-00	Force Main	201-209 Penn Street, Chester, PA	Chester City
49-06-01029-00	Force Main	211 Penn Street, Chester, PA	Chester City
49-06-01030-00	Force Main	213 Penn Street, Chester, PA	Chester City
49-06-01031-00	Force Main	215 Penn Street, Chester, PA	Chester City
49-06-01032-00	Force Main	217 Penn Street, Chester, PA	Chester City
49-07-00041-09	Force Main	805 2nd Street, Chester, PA	Chester City
49-08-00087-00	Force Main	1117-1119 W. 2nd Street, Chester, PA	Chester City
49-10-00089-00	Force Main	1917-1923 W. 2nd Street, Chester, PA	Chester City
49-11-00136-00	Force Main	2629 W. 2nd Street, Chester, PA	Chester City
49-11-00117-00	Force Main	2515 W. 2nd Street, Chester, PA	Chester City
49-10-00103-00	Force Main	2029 W. 2nd Street, Chester, PA	Chester City
49-10-00104-00	Force Main	2031 W. 2nd Street, Chester, PA	Chester City
49-10-00102-00	Force Main	W. 2nd Street, Chester, PA	Chester City
49-07-00151-00	Force Main	717 W. 2nd Street, Chester, PA	Chester City
49-07-00150-00	Force Main	717 W. 2nd Street, Chester, PA	Chester City
49-07-00138-00	Force Main	627 W. 2nd Street, Chester, PA	Chester City
49-07-00136-00	Force Main	623 W. 2nd Street Chester, PA	Chester City
49-07-00134-00	Force Main	619 W. 2nd Street, Chester, PA	Chester City
49-07-00133-00	Force Main	617 W. 2nd Street, Chester, PA	Chester City
49-07-00132-00	Force Main	615 W. 2nd Street, Chester, PA	Chester City
49-07-00131-00	Force Main	613 W. 2nd Street, Chester, PA	Chester City
49-07-00121-00	Force Main	533 W. 2nd Street, Chester, PA	Chester City
49-07-00120-00	Force Main	531 W. 2nd Street, Chester, PA	Chester City
49-06-00064-00	Force Main	321 W. 2nd Street, Chester, PA	Chester City
02-00-02914-04	Force Main	1 Gamble Rd	Aston Township
18-00-00556-00	Force Main	Eddystone Ave & Ind. Hwy. (SR291)	Eddystone Borough
18-00-00556-01	Force Main	Eddystone Ave & Ind. Hwy. (SR291)	Eddystone Borough
18-00-00500-07	Force Main	Crum Creek & Ind. Hwy. (SR0291)	Eddystone Borough
49-06-00731-00	Force Main	134 W. 2nd Street, Chester, PA	Chester City
49-06-00008-00	Force Main	204 W. 2nd Street, Chester, PA	Chester City
49-06-00009-00	Force Main	206 W. 2nd Street, Chester, PA	Chester City
49-06-00062-00	Force Main	317 W. 2nd Street, Chester, PA	Chester City
49-06-00063-00	Force Main	319 W. 2nd Street, Chester, PA	Chester City
49-06-00065-00	Force Main	323 W. 2nd Street, Chester, PA	Chester City
49-06-00076-00	Force Main	413 W. 2nd Street, Chester, PA	Chester City
49-06-00075-00	Force Main	411 W. 2nd Street, Chester, PA	Chester City
49-06-00079-00	Force Main	423 W. 2nd Street, Chester, PA	Chester City
49-06-00081-00	Force Main	427 W. 2nd Street, Chester, PA	Chester City
49-07-00111-00	Force Main	513 W. 2nd Street, Chester, PA	Chester City
49-07-00112-00	Force Main	515 W. 2nd Street, Chester, PA	Chester City
49-07-00113-00	Force Main	517 W. 2nd Street, Chester, PA	Chester City
49-07-00114-00	Force Main	519 W. 2nd Street, Chester, PA	Chester City
49-07-00115-00	Force Main	521 W. 2nd Street, Chester, PA	Chester City
49-07-00116-00	Force Main	523 W. 2nd Street, Chester, PA	Chester City
49-07-00118-00	Force Main	527 W. 2nd Street, Chester, PA	Chester City
49-07-00119-00	Force Main	529 W. 2nd Street, Chester, PA	Chester City
49-07-00128-00	Force Main	607 W. 2nd Street, Chester, PA	Chester City
49-07-00137-00	Force Main	625 W. 2nd Street, Chester, PA	Chester City
49-07-01323-02	Force Main	134 Kerlin Street, Chester, PA	Chester City
49-07-01323-03	Force Main	136 Kerlin Street, Chester, PA	Chester City
49-07-00152-00	Force Main	719 W. 2nd Street, Chester, PA	Chester City
49-07-00153-00	Force Main	721 W. 2nd Street, Chester, PA	Chester City
49-07-00154-00	Force Main	723 W. 2nd Street, Chester, PA	Chester City
49-07-00155-00	Force Main	725 W. 2nd Street, Chester, PA	Chester City
49-07-00156-00	Force Main	727 W. 2nd Street, Chester, PA	Chester City
49-07-00157-00	Force Main	729 W. 2nd Street, Chester, PA	Chester City
49-07-00035-00	Force Main	W. Front Street, Chester, PA	Chester City

49-10-00924-00	Force Main	134 Reaney Street, Chester, PA	Chester City
49-10-00807-00	Force Main	128 Jeffrey Street, Chester, PA	Chester City
49-10-00951-00	Force Main	127 Townsend Street, Chester, PA	Chester City
49-10-00137-00	Force Main	2401 W. 2nd Street, Chester, PA	Chester City
49-10-00138-00	Force Main	2423-2427 W. 2nd Street, Chester, PA	Chester City
49-11-00116-00	Force Main	2513 W. 2nd Street, Chester, PA	Chester City
49-11-00147-00	Force Main	2729-2731 W. 2nd Street, Chester, PA	Chester City
49-11-00151-00	Force Main	2811 W. 2nd Street, Chester, PA	Chester City
49-11-00153-00	Force Main	2817 W. 2nd Street, Chester, PA	Chester City
49-11-01970-00	Force Main	114 Thurlow Street, Chester, PA	Chester City
49-11-01971-00	Force Main	116 Thurlow Street, Chester, PA	Chester City
49-11-01973-00	Force Main	120 Thurlow Street, Chester, PA	Chester City
49-11-01974-00	Force Main	122 Thurlow Street, Chester, PA	Chester City
49-09-00674-00	Gravity Main	132 Central Avenue, Chester, PA	Chester City
49-08-00088-91	Force Main	1121-1125 W. 2nd Street, Chester, PA	Chester City
49-10-01025-00	Force Main	126 Watts Street, Chester, PA	Chester City
49-10-00969-00	Force Main	126 Townsend Street, Chester, PA	Chester City
49-11-01311-00	Gravity Main	Highland Ave.	Chester City
49-08-00648-00	Gravity Main	9th St	Chester City
49-11-01308-00	Pump Station	Seaport Dr. Chester, PA	Chester City
24-00-00637-01	Pump Station	6 Walnut St	Marcus Hook Borough
46-00-00376-01	Pump Station	Post Rd & Price St, Trainer	Trainer Borough
49-08-00789-00	Force Main	West Front St	Chester City
49-06-00007-00	Force Main	202 W. 2nd Street, Chester, PA	Chester City
49-06-00006-00	Force Main	200 W. 2nd Street, Chester, PA	Chester City
49-07-01323-01	Force Main	132 Kerlin Street, Chester, PA	Chester City
49-10-00711-00	Force Main	127 Iowa Street, Chester, PA	Chester City
49-10-00806-00	Force Main	126 Jeffrey Street, Chester, PA	Chester City
38-01-00092-00	Force Main	Rt 291	Ridley Township
04-00-00069-64	Gravity Main	3101 BRIDLEWOOD DR	Chadds Ford Township
04-00-00069-65	Gravity Main	3102 BRIDLEWOOD DR	Chadds Ford Township
04-00-00069-66	Gravity Main	3103 BRIDLEWOOD DR	Chadds Ford Township
04-00-00069-68	Gravity Main	3105 BRIDLEWOOD DR	Chadds Ford Township
04-00-00127-31	Gravity Main	3701 FOX POINTE CT	Chadds Ford Township
04-00-00127-33	Gravity Main	3703 FOX POINTE CT	Chadds Ford Township
04-00-00177-10	Gravity Main	601 MEADOW CT	Chadds Ford Township
04-00-00177-13	Gravity Main	604 MEADOW CT	Chadds Ford Township
04-00-00177-14	Gravity Main	605 MEADOW CT	Chadds Ford Township
04-00-00204-99	Gravity Main	PLEASANT HILL DR	Chadds Ford Township
04-00-00375-01	Gravity Main	2002 WINDFIELD CT	Chadds Ford Township
19-00-00261-02	Gravity Main	2 OAK CIR. Newtown SW. PA	Edgmont Township
19-00-00326-16	Gravity Main	17 Rockhill Rd,Newtown Sq. PA	Edgmont Township
19-00-00074-55	Pump Station	30 Dream Valley Dr, Edmont Twp. PA	Edgmont Township
19-00-00163-88	Gravity Main	27 Langton Lane, Edgmont Twp. PA	Edgmont Township
19-00-00326-17	Gravity Main	14 Rockhill Rd,Newtown Sq. PA	Edgmont Township
38-06-00425-02	Force Main	Darby & Clymer Rd, Ridley Townshup	Ridley Township
38-06-00421-00	Force Main	MACDADE BLVD & MORTON AVE	Ridley Township
38-06-00502-01	Force Main	MACDADE BLVD & MORTON AVE	Ridley Township
02-00-02914-00	Force Main	Bridgewater Rd	Aston Township
38-06-00425-03	Force Main	Darby Rd. Ridley Township, PA	Ridley Township
38-06-00504-00	Force Main	DOROTHY RD	Ridley Township
38-06-00425-01	Force Main	563 DARBY RD	Ridley Township
24-00-00983-00	Gravity Main	YATES AVE	Marcus Hook Borough
24-00-00723-00	Gravity Main	53 SPRUCE ST	Marcus Hook Borough
24-00-00724-00	Gravity Main	55 SPRUCE ST	Marcus Hook Borough
24-00-00725-00	Gravity Main	57 SPRUCE ST	Marcus Hook Borough
24-00-00722-00	Gravity Main	51 SPRUCE ST	Marcus Hook Borough
24-00-00747-00	Gravity Main	50 SPRUCE ST	Marcus Hook Borough
24-00-00745-00	Gravity Main	46 SPRUCE ST	Marcus Hook Borough
24-00-00744-00	Gravity Main	44 SPRUCE ST	Marcus Hook Borough

24-00-00905-00	Gravity Main	1126 WASHINGTON ST	Marcus Hook Borough
24-00-00326-00	Gravity Main	31 MAPLE ST	Marcus Hook Borough
24-00-00746-00	Gravity Main	48 SPRUCE ST	Marcus Hook Borough
24-00-00325-00	Gravity Main	29 MAPLE ST	Marcus Hook Borough
24-00-00324-00	Gravity Main	27 MAPLE ST	Marcus Hook Borough
24-00-00346-00	Gravity Main	22 MAPLE ST	Marcus Hook Borough
24-00-00347-00	Gravity Main	24 MAPLE ST	Marcus Hook Borough
24-00-00039-00	Gravity Main	25 CEDAR ST	Marcus Hook Borough
24-00-00038-00	Gravity Main	23 CEDAR ST	Marcus Hook Borough
24-00-00011-00	Gravity Main	22 CEDAR ST	Marcus Hook Borough
24-00-00010-00	Gravity Main	20 CEDAR ST	Marcus Hook Borough
24-00-00876-00	Gravity Main	33 WALNUT ST	Marcus Hook Borough
24-00-00009-00	Gravity Main	18 CEDAR ST	Marcus Hook Borough
24-00-00875-00	Gravity Main	31 WALNUT ST	Marcus Hook Borough
24-00-00874-00	Gravity Main	29 WALNUT ST	Marcus Hook Borough
24-00-00859-00	Gravity Main	30 WALNUT ST	Marcus Hook Borough
24-00-00979-00	Gravity Main	YATES AVE	Marcus Hook Borough
24-00-00318-00	Gravity Main	17 MAPLE ST	Marcus Hook Borough
24-00-00714-00	Gravity Main	35 SPRUCE ST	Marcus Hook Borough
24-00-00868-00	Gravity Main	13 WALNUT ST	Marcus Hook Borough
24-00-00005-00	Gravity Main	10 CEDAR ST	Marcus Hook Borough
24-00-00337-00	Gravity Main	6 MAPLE ST	Marcus Hook Borough
24-00-00031-00	Gravity Main	5 CEDAR ST	Marcus Hook Borough
24-00-00950-00	Gravity Main	632 10TH ST E	Marcus Hook Borough
24-00-00317-00	Gravity Main	15 MAPLE ST	Marcus Hook Borough
24-00-00713-00	Gravity Main	33 SPRUCE ST	Marcus Hook Borough
24-00-00867-00	Gravity Main	11 WALNUT ST	Marcus Hook Borough
24-00-00004-00	Gravity Main	8 CEDAR ST	Marcus Hook Borough
24-00-00949-00	Gravity Main	630 10TH ST E	Marcus Hook Borough
24-00-00316-00	Gravity Main	13 MAPLE ST	Marcus Hook Borough
24-00-00336-00	Gravity Main	4 MAPLE ST	Marcus Hook Borough
24-00-00030-00	Gravity Main	3 CEDAR ST	Marcus Hook Borough
24-00-00712-00	Gravity Main	31 SPRUCE ST	Marcus Hook Borough
24-00-00948-00	Gravity Main	628 10TH ST E	Marcus Hook Borough
24-00-00737-00	Gravity Main	30 SPRUCE ST	Marcus Hook Borough
24-00-00866-00	Gravity Main	9 WALNUT ST	Marcus Hook Borough
24-00-00003-00	Gravity Main	6 CEDAR ST	Marcus Hook Borough
24-00-00315-00	Gravity Main	11 MAPLE ST	Marcus Hook Borough
24-00-00335-00	Gravity Main	2 MAPLE ST	Marcus Hook Borough
24-00-00029-00	Gravity Main	1 CEDAR ST	Marcus Hook Borough
24-00-00865-00	Gravity Main	7 WALNUT ST	Marcus Hook Borough
24-00-00711-00	Gravity Main	30 1/2 SPRUCE ST	Marcus Hook Borough
24-00-00002-00	Gravity Main	4 CEDAR ST	Marcus Hook Borough
24-00-00314-00	Gravity Main	9 MAPLE ST	Marcus Hook Borough
24-00-00736-00	Gravity Main	28 SPRUCE ST	Marcus Hook Borough
24-00-00977-00	Gravity Main	1050 YATES AVE	Marcus Hook Borough
24-00-00624-00	Gravity Main	10 PLAZA ST	Marcus Hook Borough
24-00-00625-00	Gravity Main	11 PLAZA ST	Marcus Hook Borough
24-00-00313-00	Gravity Main	7 MAPLE ST	Marcus Hook Borough
24-00-00947-00	Gravity Main	626 10TH ST E	Marcus Hook Borough
24-00-00001-00	Gravity Main	2 CEDAR ST	Marcus Hook Borough
24-00-00626-00	Gravity Main	12 PLAZA ST	Marcus Hook Borough
24-00-00735-00	Gravity Main	26 SPRUCE ST	Marcus Hook Borough
24-00-00710-00	Gravity Main	29 1/2 SPRUCE ST	Marcus Hook Borough
24-00-00623-00	Gravity Main	9 PLAZA ST	Marcus Hook Borough
24-00-00312-00	Gravity Main	5 MAPLE ST	Marcus Hook Borough
24-00-00946-00	Gravity Main	624 POST RD	Marcus Hook Borough
24-00-00627-00	Gravity Main	13 PLAZA ST	Marcus Hook Borough
24-00-00734-00	Gravity Main	24 SPRUCE ST	Marcus Hook Borough
24-00-00733-00	Gravity Main	22 SPRUCE ST	Marcus Hook Borough

24-00-00945-00	Gravity Main	622 10TH ST	E	Marcus Hook Borough
24-00-00311-00	Gravity Main	3 MAPLE ST		Marcus Hook Borough
24-00-00709-00	Gravity Main	29 SPRUCE ST		Marcus Hook Borough
24-00-00628-00	Gravity Main	14 PLAZA ST		Marcus Hook Borough
24-00-00944-00	Gravity Main	620 10TH ST	E	Marcus Hook Borough
24-00-00732-00	Gravity Main	20 SPRUCE ST		Marcus Hook Borough
24-00-00629-00	Gravity Main	15 PLAZA ST		Marcus Hook Borough
24-00-00943-00	Gravity Main	618 POST RD		Marcus Hook Borough
24-00-00310-00	Gravity Main	1 MAPLE ST		Marcus Hook Borough
24-00-00630-00	Gravity Main	16 PLAZA ST		Marcus Hook Borough
24-00-00708-00	Gravity Main	27 SPRUCE ST		Marcus Hook Borough
24-00-00631-00	Gravity Main	17 PLAZA ST		Marcus Hook Borough
24-00-00731-00	Gravity Main	18 SPRUCE ST		Marcus Hook Borough
24-00-00942-00	Gravity Main	616 POST RD		Marcus Hook Borough
24-00-00622-00	Gravity Main	8 PLAZA ST		Marcus Hook Borough
24-00-00707-00	Gravity Main	25 SPRUCE ST		Marcus Hook Borough
24-00-00728-00	Gravity Main	6 SPRUCE ST		Marcus Hook Borough
24-00-00729-00	Gravity Main	8 SPRUCE ST		Marcus Hook Borough
24-00-00727-00	Gravity Main	4 SPRUCE ST		Marcus Hook Borough
24-00-00706-00	Gravity Main	23 SPRUCE ST		Marcus Hook Borough
24-00-00730-00	Gravity Main	10 SPRUCE ST		Marcus Hook Borough
24-00-00726-00	Gravity Main	2 SPRUCE ST		Marcus Hook Borough
24-00-00621-00	Gravity Main	7 PLAZA ST		Marcus Hook Borough
24-00-00705-00	Gravity Main	21 SPRUCE ST		Marcus Hook Borough
24-00-00620-00	Gravity Main	6 PLAZA ST		Marcus Hook Borough
24-00-00704-00	Gravity Main	19 SPRUCE ST		Marcus Hook Borough
24-00-00619-00	Gravity Main	5 PLAZA ST		Marcus Hook Borough
24-00-00703-00	Gravity Main	17 SPRUCE ST		Marcus Hook Borough
24-00-00702-00	Gravity Main	15 SPRUCE ST		Marcus Hook Borough
24-00-00701-00	Gravity Main	13 SPRUCE ST		Marcus Hook Borough
24-00-00700-00	Gravity Main	11 SPRUCE ST		Marcus Hook Borough
24-00-00699-00	Gravity Main	9 SPRUCE ST		Marcus Hook Borough
24-00-00698-00	Gravity Main	7 SPRUCE ST		Marcus Hook Borough
24-00-00697-00	Gravity Main	5 SPRUCE ST		Marcus Hook Borough
24-00-00696-00	Gravity Main	3 SPRUCE ST		Marcus Hook Borough
24-00-00695-00	Gravity Main	1 SPRUCE ST		Marcus Hook Borough
24-00-00618-00	Gravity Main	4 PLAZA ST		Marcus Hook Borough
24-00-00617-00	Gravity Main	3 PLAZA ST		Marcus Hook Borough
24-00-00616-00	Gravity Main	2 PLAZA ST		Marcus Hook Borough
24-00-00941-00	Gravity Main	322 10TH ST	E	Marcus Hook Borough
24-00-00940-00	Gravity Main	320 10TH ST	E	Marcus Hook Borough
24-00-00939-00	Gravity Main	318 10TH ST	E	Marcus Hook Borough
24-00-00938-00	Gravity Main	316 10TH ST	E	Marcus Hook Borough
24-00-00615-00	Gravity Main	1 PLAZA ST		Marcus Hook Borough
24-00-00027-00	Gravity Main	52 CEDAR ST		Marcus Hook Borough
24-00-00073-00	Gravity Main	21 CHESTNUT ST		Marcus Hook Borough
24-00-00072-00	Gravity Main	20 CHESTNUT ST		Marcus Hook Borough
24-00-00026-00	Gravity Main	50 CEDAR ST		Marcus Hook Borough
24-00-00071-00	Gravity Main	19 CHESTNUT ST		Marcus Hook Borough
24-00-00025-00	Gravity Main	48 CEDAR ST		Marcus Hook Borough
24-00-00054-00	Gravity Main	53 CEDAR ST		Marcus Hook Borough
24-00-00024-00	Gravity Main	46 CEDAR ST		Marcus Hook Borough
24-00-00069-00	Gravity Main	17 CHESTNUT ST		Marcus Hook Borough
24-00-00023-00	Gravity Main	44 CEDAR ST		Marcus Hook Borough
24-00-00053-00	Gravity Main	51 CEDAR ST		Marcus Hook Borough
24-00-00068-00	Gravity Main	16 CHESTNUT ST		Marcus Hook Borough
24-00-00022-00	Gravity Main	42 CEDAR ST		Marcus Hook Borough
24-00-00067-00	Gravity Main	15 CHESTNUT ST		Marcus Hook Borough
24-00-00052-00	Gravity Main	49 CEDAR ST		Marcus Hook Borough
24-00-00066-00	Gravity Main	14 CHESTNUT ST		Marcus Hook Borough

24-00-00021-00	Gravity Main	40 CEDAR ST	Marcus Hook Borough
24-00-00359-00	Gravity Main	48 MAPLE ST	Marcus Hook Borough
24-00-00051-00	Gravity Main	47 CEDAR ST	Marcus Hook Borough
24-00-00065-00	Gravity Main	12 CHESTNUT ST	Marcus Hook Borough
24-00-00020-00	Gravity Main	38 CEDAR ST	Marcus Hook Borough
24-00-00064-00	Gravity Main	10 CHESTNUT ST	Marcus Hook Borough
24-00-00050-00	Gravity Main	45 CEDAR ST	Marcus Hook Borough
24-00-00063-00	Gravity Main	9 CHESTNUT ST	Marcus Hook Borough
24-00-00019-00	Gravity Main	36 CEDAR ST	Marcus Hook Borough
24-00-00358-00	Gravity Main	46 MAPLE ST	Marcus Hook Borough
24-00-00049-00	Gravity Main	43 CEDAR ST	Marcus Hook Borough
24-00-00062-00	Gravity Main	8 CHESTNUT ST	Marcus Hook Borough
24-00-00061-00	Gravity Main	7 CHESTNUT ST	Marcus Hook Borough
24-00-00018-00	Gravity Main	34 CEDAR ST	Marcus Hook Borough
24-00-00357-00	Gravity Main	44 MAPLE ST	Marcus Hook Borough
24-00-00356-00	Gravity Main	42 MAPLE ST	Marcus Hook Borough
24-00-00048-00	Gravity Main	41 CEDAR ST	Marcus Hook Borough
24-00-00060-00	Gravity Main	6 CHESTNUT ST	Marcus Hook Borough
24-00-00861-00	Gravity Main	34 WALNUT ST	Marcus Hook Borough
24-00-00329-00	Gravity Main	37 MAPLE ST	Marcus Hook Borough
24-00-00041-00	Gravity Main	27 CEDAR ST	Marcus Hook Borough
24-00-00349-00	Gravity Main	28 MAPLE ST	Marcus Hook Borough
24-00-00013-00	Gravity Main	26 CEDAR ST	Marcus Hook Borough
24-00-00750-00	Gravity Main	56 SPRUCE ST	Marcus Hook Borough
24-00-00878-00	Gravity Main	37 WALNUT ST	Marcus Hook Borough
24-00-00860-00	Gravity Main	32 WALNUT ST	Marcus Hook Borough
24-00-00328-00	Gravity Main	35 MAPLE ST	Marcus Hook Borough
24-00-00748-00	Gravity Main	52 SPRUCE ST	Marcus Hook Borough
24-00-00749-00	Gravity Main	54 SPRUCE ST	Marcus Hook Borough
24-00-00877-00	Gravity Main	35 WALNUT ST	Marcus Hook Borough
24-00-00348-00	Gravity Main	26 MAPLE ST	Marcus Hook Borough
24-00-00012-00	Gravity Main	24 CEDAR ST	Marcus Hook Borough
24-00-00017-00	Gravity Main	32 CEDAR ST	Marcus Hook Borough
24-00-00334-00	Gravity Main	47 MAPLE ST	Marcus Hook Borough
24-00-00047-00	Gravity Main	39 CEDAR ST	Marcus Hook Borough
24-00-00355-00	Gravity Main	40 MAPLE ST	Marcus Hook Borough
24-00-00059-00	Gravity Main	5 CHESTNUT ST	Marcus Hook Borough
24-00-00016-00	Gravity Main	30 CEDAR ST	Marcus Hook Borough
24-00-00058-00	Gravity Main	4 CHESTNUT ST	Marcus Hook Borough
24-00-00046-00	Gravity Main	37 CEDAR ST	Marcus Hook Borough
24-00-00354-00	Gravity Main	38 MAPLE ST	Marcus Hook Borough
24-00-00057-00	Gravity Main	3 CHESTNUT ST	Marcus Hook Borough
24-00-00015-00	Gravity Main	28 CEDAR ST	Marcus Hook Borough
24-00-00333-00	Gravity Main	45 MAPLE ST	Marcus Hook Borough
24-00-00045-00	Gravity Main	35 CEDAR ST	Marcus Hook Borough
24-00-00353-00	Gravity Main	36 MAPLE ST	Marcus Hook Borough
24-00-00864-00	Gravity Main	40 WALNUT ST	Marcus Hook Borough
24-00-00056-00	Gravity Main	2 CHESTNUT ST	Marcus Hook Borough
24-00-00044-00	Gravity Main	33 CEDAR ST	Marcus Hook Borough
24-00-00332-00	Gravity Main	43 MAPLE ST	Marcus Hook Borough
24-00-00352-00	Gravity Main	34 MAPLE ST	Marcus Hook Borough
24-00-00055-00	Gravity Main	1 CHESTNUT ST	Marcus Hook Borough
24-00-00863-00	Gravity Main	38 WALNUT ST	Marcus Hook Borough
24-00-00043-00	Gravity Main	31 CEDAR ST	Marcus Hook Borough
24-00-00331-00	Gravity Main	41 MAPLE ST	Marcus Hook Borough
24-00-00351-00	Gravity Main	32 MAPLE ST	Marcus Hook Borough
24-00-00751-00	Gravity Main	58 SPRUCE ST	Marcus Hook Borough
24-00-00862-00	Gravity Main	36 WALNUT ST	Marcus Hook Borough
24-00-00330-00	Gravity Main	39 MAPLE ST	Marcus Hook Borough
24-00-00879-00	Gravity Main	39 WALNUT ST	Marcus Hook Borough

24-00-00042-00	Gravity Main	29 CEDAR ST	Marcus Hook Borough
24-00-00350-00	Gravity Main	30 MAPLE ST	Marcus Hook Borough
24-00-00856-00	Gravity Main	24 WALNUT ST	Marcus Hook Borough
24-00-00742-00	Gravity Main	40 SPRUCE ST	Marcus Hook Borough
24-00-00720-00	Gravity Main	47 SPRUCE ST	Marcus Hook Borough
24-00-00563-06	Gravity Main	MCCLLENACHAN TERR	Marcus Hook Borough
24-00-00321-00	Gravity Main	21 MAPLE ST	Marcus Hook Borough
24-00-00853-00	Gravity Main	18 WALNUT ST	Marcus Hook Borough
24-00-00035-00	Gravity Main	17 CEDAR ST	Marcus Hook Borough
24-00-00873-00	Gravity Main	23 WALNUT ST	Marcus Hook Borough
24-00-00741-00	Gravity Main	38 SPRUCE ST	Marcus Hook Borough
24-00-00719-00	Gravity Main	45 SPRUCE ST	Marcus Hook Borough
24-00-00343-00	Gravity Main	18 MAPLE ST	Marcus Hook Borough
24-00-00034-00	Gravity Main	15 CEDAR ST	Marcus Hook Borough
24-00-00852-00	Gravity Main	16 WALNUT ST	Marcus Hook Borough
24-00-00718-00	Gravity Main	43 SPRUCE ST	Marcus Hook Borough
24-00-00872-00	Gravity Main	21 WALNUT ST	Marcus Hook Borough
24-00-00342-00	Gravity Main	16 MAPLE ST	Marcus Hook Borough
24-00-00851-00	Gravity Main	14 WALNUT ST	Marcus Hook Borough
24-00-00740-00	Gravity Main	36 SPRUCE ST	Marcus Hook Borough
24-00-00033-00	Gravity Main	9 CEDAR ST	Marcus Hook Borough
24-00-00717-00	Gravity Main	41 SPRUCE ST	Marcus Hook Borough
24-00-00341-00	Gravity Main	14 MAPLE ST	Marcus Hook Borough
24-00-00871-00	Gravity Main	19 WALNUT ST	Marcus Hook Borough
24-00-00850-00	Gravity Main	12 WALNUT ST	Marcus Hook Borough
24-00-00340-00	Gravity Main	12 MAPLE ST	Marcus Hook Borough
24-00-00739-00	Gravity Main	34 SPRUCE ST	Marcus Hook Borough
24-00-00716-00	Gravity Main	39 SPRUCE ST	Marcus Hook Borough
24-00-00319-00	Gravity Main	19 MAPLE ST	Marcus Hook Borough
24-00-00870-00	Gravity Main	17 WALNUT ST	Marcus Hook Borough
24-00-00849-00	Gravity Main	10 WALNUT ST	Marcus Hook Borough
24-00-00339-00	Gravity Main	10 MAPLE ST	Marcus Hook Borough
24-00-00738-00	Gravity Main	32 SPRUCE ST	Marcus Hook Borough
24-00-00715-00	Gravity Main	37 SPRUCE ST	Marcus Hook Borough
24-00-00848-00	Gravity Main	8 WALNUT ST	Marcus Hook Borough
24-00-00869-00	Gravity Main	15 WALNUT ST	Marcus Hook Borough
24-00-00032-00	Gravity Main	7 CEDAR ST	Marcus Hook Borough
24-00-00338-00	Gravity Main	8 MAPLE ST	Marcus Hook Borough
24-00-00951-00	Gravity Main	634 POST RD	Marcus Hook Borough
24-00-00008-00	Gravity Main	16 CEDAR ST	Marcus Hook Borough
24-00-00323-00	Gravity Main	25 MAPLE ST	Marcus Hook Borough
24-00-00037-00	Gravity Main	21 CEDAR ST	Marcus Hook Borough
24-00-00855-00	Gravity Main	22 WALNUT ST	Marcus Hook Borough
24-00-00743-00	Gravity Main	42 SPRUCE ST	Marcus Hook Borough
24-00-00721-00	Gravity Main	49 SPRUCE ST	Marcus Hook Borough
24-00-00036-00	Gravity Main	19 CEDAR ST	Marcus Hook Borough
24-00-00322-00	Gravity Main	23 MAPLE ST	Marcus Hook Borough
24-00-00854-00	Gravity Main	20 WALNUT ST	Marcus Hook Borough
24-00-00344-00	Gravity Main	20 MAPLE ST	Marcus Hook Borough
24-00-00085-00	Gravity Main	35 CHESTNUT ST	Marcus Hook Borough
24-00-00084-00	Gravity Main	34 CHESTNUT ST	Marcus Hook Borough
24-00-00083-00	Gravity Main	33 CHESTNUT ST	Marcus Hook Borough
24-00-00082-00	Gravity Main	32 CHESTNUT ST	Marcus Hook Borough
24-00-00081-00	Gravity Main	31 CHESTNUT ST	Marcus Hook Borough
24-00-00080-00	Gravity Main	30 CHESTNUT ST	Marcus Hook Borough
24-00-00079-00	Gravity Main	29 CHESTNUT ST	Marcus Hook Borough
24-00-00078-00	Gravity Main	28 CHESTNUT ST	Marcus Hook Borough
24-00-00077-00	Gravity Main	27 CHESTNUT ST	Marcus Hook Borough
24-00-00028-00	Gravity Main	54 CEDAR ST	Marcus Hook Borough
24-00-00076-00	Gravity Main	26 CHESTNUT ST	Marcus Hook Borough

[illegible]

04-00-00127-58	Gravity Main	4204 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-59	Gravity Main	4205 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-60	Gravity Main	4206 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-61	Gravity Main	4301 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-62	Gravity Main	4302 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-63	Gravity Main	4303 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-64	Gravity Main	4304 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-65	Gravity Main	4305 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-66	Gravity Main	4306 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-67	Gravity Main	4401 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-68	Gravity Main	4402 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-69	Gravity Main	4403 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-70	Gravity Main	4404 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-71	Gravity Main	4405 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-72	Gravity Main	4501 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-73	Gravity Main	4502 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-74	Gravity Main	4503 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-75	Gravity Main	4504 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-76	Gravity Main	4505 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-77	Gravity Main	4601 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-78	Gravity Main	4602 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-79	Gravity Main	4603 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-80	Gravity Main	4604 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-81	Gravity Main	4701 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-82	Gravity Main	4702 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-83	Gravity Main	4703 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-84	Gravity Main	4704 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-85	Gravity Main	4705 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00127-86	Gravity Main	4706 Fox Pointe Ct. Glen Mills, PA	Chadds Ford Township
04-00-00204-45	Gravity Main	Pleasant Hill Drive. Glen Mills, PA	Chadds Ford Township
19-00-00330-01	Gravity Main	18 Roscommon Rd , Edgmont Twp. PA	Edgmont Township
19-00-00330-02	Gravity Main	22 Roscommon Rd , Edgmont Twp. PA	Edgmont Township
19-00-00330-03	Gravity Main	29 Roscommon Rd , Edgmont Twp. PA	Edgmont Township
19-00-00134-00	Gravity Main	26 Roscommon Rd , Edgmont Twp. PA	Edgmont Township
19-00-00136-03	Gravity Main	4451 Gradyville Rd, Edgmont Twp. PA	Edgmont Township
19-00-00037-72	Gravity Main	42 Charter Oak Dr, Newtown Sq. PA	Edgmont Township
19-00-00037-71	Gravity Main	44 Charter Oak Dr, Newtown Sq. PA	Edgmont Township
19-00-00261-03	Gravity Main	3 OAK CIR. Newtown Sq. PA	Edgmont Township
19-00-00349-00		2 Spruce Road, Newtown Sq. PA	Edgmont Township
19-00-00332-11		3523 RunnyMeade Dr. Edmont Twp. PA	Edgmont Township
19-00-00332-10		3525 RunnyMeade Dr. Edmont Twp. PA	Edgmont Township
19-00-00294-00	Gravity Main	7745 Providence Rd, Newtown Sq. PA	Edgmont Township
19-00-00425-01	Gravity Main	4989 Weste Chester Pike, Edmont Twp. PA	Edgmont Township
30-00-01167-00	Force Main	Gradyville Rd. Edmont Twp. PA	Edgmont Township
19-00-00395-00	Gravity Main	Castle Rock	Edgmont Township
19-00-00419-10	Gravity Main	4753 Weste Chester Pike, Edmont Twp. PA	Edgmont Township
19-00-00332-07	Pump Station	3531 RunnyMeade Dr. Edmont Twp. PA	Edgmont Township
19-00-00047-51	Pump Station	45 Dream Valley Dr, Edmont Twp. PA	Edgmont Township
19-00-00000-00		RunnyMeade Dr. Edmont Twp. PA	Edgmont Township
19-00-00030-56	Gravity Main	70 Carnoutstie Way, Media, PA	Edgmont Township
31-00-01383-02	Force Main	Summit Ave	Norwood
31-00-00609-03	Force Main	Winova Ave, Norwood , PA	Norwood
20-00-01130-02	Force Main	1851 Maple Ave, Folcroft, PA	Folcroft
20-00-00063-01	Force Main	Maple & Ashland Ave, Folcroft PA	Folcroft
24-00-00302-00	Gravity Main	Green St. Marcus Hook, PA	Marcus Hook Borough
49-06-00500-00	Gravity Main	Penn St. & South Eyre Dr.	Chester City
49-06-00568-00	Gravity Main	Penn St. & South Eyre Dr.	Chester City
15-00-02052-00	Force Main	Calcoon Hook Rd. & Tribbitt Ave, Sharon Hill, PA	Darby Township
15-00-02050-00	Pump Station	Calcoon Hook Rd. & Tribbitt Ave, Sharon Hill, PA	Darby Township
15-00-02058-00	Force Main	Calcoon Hook Rd. & Tribbitt Ave, Sharon Hill, PA	Darby Township

49-07-01084-00	Gravity Main	Villa Drive, Chester City	Chester City
49-07-01769-00	Gravity Main	Villa Drive, Chester City	Chester City
49-07-01779-00	Gravity Main	Villa Drive, Chester City	Chester City
31-00-00609-01	Force Main	Hook Rd, Norwood, PA	Norwood
31-00-00609-02	Force Main	Hook Rd, Norwood, PA	Norwood
49-03-00183-00	Gravity Main	301 303 E 3RD ST	Eddystone Borough
49-03-00186-00	Gravity Main	FRONT ST	Eddystone Borough
20-00-00028-01	Force Main	Maple & Ashland Ave, Folcroft PA	Folcroft
39-00-00000-00		Rose Valley	Rose Valley Borough
49-10-00608-00	Gravity Main	Seaport Dr. Chester, PA	Chester City
49-11-01313-00	Force Main	Seaport Dr. Chester, PA	Chester City
49-10-00603-00		Seaport Dr. Chester, PA	Chester City
49-10-00607-00	Gravity Main	Seaport Dr. Chester, PA	Chester City
49-10-00604-00	Force Main	Seaport Dr. Chester, PA	Chester City
33-00-00867-00	Force Main	LAZARETTO RD, Prospect Park, PA	Prospect Park
33-00-00228-10	Force Main	Darby Crescent Rd, Prospect Park, PA	Prospect Park
20-00-01127-00	Force Main	Folcroft Landfill	Folcroft
20-00-01135-01	Force Main	Horne Dr. Folcroft, PA	Folcroft
20-00-01135-03	Force Main	6 Horne Dr. Folcroft, PA	Folcroft
20-00-01135-05	Force Main	4 Horne Dr. Folcroft, PA	Folcroft
20-00-01251-02	Force Main	2500 HENDERSON BLVD. Folcroft, PA	Folcroft
49-06-00003-00	Force Main	132 W. 2nd Street, Chester, PA	Chester City
49-03-00364-00	Force Main	304 E 5th St., Chester, PA	Chester City
07-00-00275-01	Gravity Main	Fairgrounds	Chester Township
07-00-00202-00	Gravity Main	Fairgrounds	Chester Township
49-03-00262-00	Force Main	111 East 4th St. Chester, PA	Chester City
49-03-00263-00	Force Main	113 East 4th St. Chester, PA	Chester City
18-00-00500-03	Force Main	Rt 291	Ridley Township
49-03-00264-00	Force Main	115 East 4th St. Chester, PA	Chester City
18-00-00500-06	Force Main	Rt 291	Ridley Township
49-03-00265-00	Force Main	117 East 4th St. Chester, PA	Chester City
49-03-00266-00	Force Main	119 East 4th St. Chester, PA	Chester City
49-03-00267-00	Force Main	121 East 4th St. Chester, PA	Chester City
49-03-00268-00	Force Main	123 East 4th St. Chester, PA	Chester City
49-03-00269-00	Force Main	125 East 4th St. Chester, PA	Chester City
49-03-00270-00	Force Main	127 East 4th St. Chester, PA	Chester City
49-03-00271-00	Force Main	129 East 4th St. Chester, PA	Chester City
49-03-00362-00	Force Main	304 East 5th St. Chester, PA	Chester City
49-03-00365-00	Force Main	306 East 5th St. Chester, PA	Chester City
49-03-00366-00	Force Main	310 East 5th St. Chester, PA	Chester City
49-03-00367-00	Force Main	312 East 5th St. Chester, PA	Chester City
49-03-00368-00	Force Main	314 East 5th St. Chester, PA	Chester City
49-03-00369-00	Force Main	316 East 5th St. Chester, PA	Chester City
49-03-00370-00	Force Main	318 East 5th St. Chester, PA	Chester City
49-03-00371-00	Force Main	320 East 5th St. Chester, PA	Chester City
49-03-00372-00	Force Main	E 5th St. Alley	Chester City
49-03-00373-00	Force Main	322 East 5th St. Chester, PA	Chester City
49-03-00374-00	Force Main	324 East 5th St. Chester, PA	Chester City
49-03-00375-00	Force Main	326 East 5th St. Chester, PA	Chester City
49-03-00376-00	Force Main	328 East 5th St. Chester, PA	Chester City
49-03-00377-00	Force Main	330 East 5th St. Chester, PA	Chester City
49-03-00378-00	Force Main	332 East 5th St. Chester, PA	Chester City
49-03-00379-00	Force Main	334 East 5th St. Chester, PA	Chester City
49-03-00380-00	Force Main	336 East 5th St. Chester, PA	Chester City
49-03-00381-00	Force Main	338 East 5th St. Chester, PA	Chester City
49-06-00182-00	Force Main	300 West 3rd St. Chester, PA	Chester City
49-06-00168-00	Force Main	200 West 3rd St., Chester	Chester City
38-01-00092-02	Force Main	Sellers Ave	Ridley Township
49-06-00283-00	Force Main	3rd & Penn St.	Chester City
49-04-00475-00	Gravity Main	805-813 Ave of the States, Chester, PA	Chester City

19-00-00377-50	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-51	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-52	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-53	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-54	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-55	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-56	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-57	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-58	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-59	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-60	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-61	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-62	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-63	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-64	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-65	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-66	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-67	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-68	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-69	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-70	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-71	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-72	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-73	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-74	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-75	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-76	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-77	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-78	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-79	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-80	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-81	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-82	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-83	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-84	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-85	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-86	Trotters Court	Trotters Court	Edgmont Township
19-00-00377-87	Trotters Court	Trotters Court	Edgmont Township
20-00-00763-00	Force Main	Calcoon Hook & Tribbett Rd.	Folcroft
49-03-00450-00	Gravity Main	E FRONT ST	Chester City
49-03-00458-00	Gravity Main	E FRONT ST	Chester City
07-00-00275-02	Gravity Main	Fairgrounds	Chester Township
20-00-01491-01	Pump Station	Taylor Dr.	Folcroft
24-00-00032-04	Force Main	4TH ST E	Marcus Hook Borough
20-00-01507-01	Force Main	TAYLOR DR	Folcroft
18-00-00096-00	Force Main	7TH ST	Eddystone Borough
49-03-00423-00	Force Main	241 E 5th St.	Chester City
49-06-00180-00	Force Main	222 228 3RD ST W	Chester City
49-06-00049-00	Force Main	2ND ST W	Chester City
49-07-00039-00	Force Main	2ND ST W	Chester City
38-06-00854-02	Force Main	Dorothy Rd	Ridley Township
49-03-00228-00	Force Main	4TH ST W	Chester City
38-06-00903-01	Force Main	SELLERS AVE	Ridley Township
49-03-00202-01	Force Main	201 5TH ST E	Chester City
49-03-00578-00	Force Main	405 Hickson St.	Chester City
49-03-00236-00	Force Main	614 4TH ST E	Chester City
49-03-00237-00	Force Main	616 4TH ST E	Chester City
49-03-00238-00	Force Main	618 4TH ST E	Chester City
49-03-00239-00	Force Main	620 4TH ST E	Chester City
49-03-00240-00	Force Main	622 4TH ST E	Chester City

49-03-00241-00	Force Main	626 4TH ST	E	Chester City
49-03-00242-00	Force Main	628 4TH ST	E	Chester City
49-03-00243-00	Gravity Main	712 4TH ST	E	Chester City
49-03-00244-00	Force Main	716 4TH ST	E	Chester City
49-03-00245-00	Force Main	718 4TH ST	E	Chester City
49-03-00246-00	Force Main	722 4TH ST	E	Chester City
49-03-00247-00	Force Main	724 4TH ST	E	Chester City
49-03-00248-00	Force Main	726 4TH ST	E	Chester City
49-03-00700-00	Force Main	724 4TH ST	E	Chester City
49-03-00701-00	Force Main	4TH ST	E	Chester City
49-03-00230-00	Force Main	600 4TH ST	E	Chester City
49-03-00231-00	Force Main	604 4TH ST	E	Chester City
49-03-00232-00	Force Main	606 4TH ST	E	Chester City
49-03-00233-00	Force Main	608 4TH ST	E	Chester City
49-03-00234-00	Force Main	610 4TH ST	E	Chester City
49-03-00235-00	Force Main	612 4TH ST	E	Chester City
49-03-00577-00	Force Main	403 HINKSON ST		Chester City
07-00-00260-01	Force Main	52 CONCORD RD		Chester Township
24-00-00481-02	Force Main	PENN AVE		Marcus Hook Borough
46-00-00524-02	Force Main	STONEY CREEK RD		Trainer Borough
08-00-00774-01	Gravity Main	MORTON ST		Lower Chichester
24-00-00458-00	Gravity Main	MARKET ST		Marcus Hook Borough
08-00-00879-03	Pump Station	1500 NAAMANS CREEK RD		Lower Chichester
19-00-00330-09	Force Main	PROVIDENCE RD		Edgmont Township
19-00-00332-09	Gravity Main	RUNNYMEADE DR		Edgmont Township
19-00-00383-75	Gravity Main	31 POST RUN		Edgmont Township
19-00-00383-76	Gravity Main	33 POST RUN		Edgmont Township
19-00-00325-64	Gravity Main	41 RIDGEVIEW RD		Edgmont Township
19-00-00079-59	Gravity Main	FLYWAY DR		Edgmont Township
19-00-00079-60	Gravity Main	FLYWAY DR		Edgmont Township
19-00-00079-61	Gravity Main	8 FLYWAY DR		Edgmont Township
19-00-00079-62	Gravity Main	10 FLYWAY DR		Edgmont Township
19-00-00079-63	Gravity Main	12 FLYWAY DR		Edgmont Township
19-00-00079-64	Gravity Main	14 FLYWAY DR		Edgmont Township
19-00-00079-65	Gravity Main	16 FLYWAY DR		Edgmont Township
19-00-00037-88	Gravity Main	9 CHARTER OAK DR		Edgmont Township
19-00-00037-51	Gravity Main	59 CHARTER OAK DR		Edgmont Township
19-00-00037-52	Gravity Main	55 CHARTER OAK DR		Edgmont Township
19-00-00037-56	Gravity Main	47 CHARTER OAK DR		Edgmont Township
19-00-00037-70	Gravity Main	56 CHARTER OAK DR		Edgmont Township
19-00-00037-73	Gravity Main	40 CHARTER OAK DR		Edgmont Township
19-00-00037-74	Gravity Main	38 CHARTER OAK DR		Edgmont Township
19-00-00037-75	Gravity Main	36 CHARTER OAK DR		Edgmont Township
19-00-00037-76	Gravity Main	34 CHARTER OAK DR		Edgmont Township
19-00-00037-77	Gravity Main	32 CHARTER OAK DR		Edgmont Township
19-00-00037-79	Gravity Main	28 CHARTER OAK DR		Edgmont Township
19-00-00037-80	Gravity Main	26 CHARTER OAK DR		Edgmont Township
19-00-00037-81	Gravity Main	24 CHARTER OAK DR		Edgmont Township
19-00-00037-82	Gravity Main	22 CHARTER OAK DR		Edgmont Township
19-00-00029-56	Gravity Main	15 BEECHVIEW DR		Edgmont Township
19-00-00029-57	Gravity Main	12 BEECHVIEW DR		Edgmont Township
19-00-00029-84	Gravity Main	10 MUIRFIELD CT		Edgmont Township
19-00-00025-06	Gravity Main	MUIRFIELD CT		Edgmont Township
19-00-00163-87	Gravity Main	25 LANGTON LN		Edgmont Township
19-00-00163-89	Gravity Main	22 LANGTON LN		Edgmont Township
19-00-00163-90	Gravity Main	20 LANGTON LN		Edgmont Township
19-00-00326-10	Gravity Main	ROCK HILL RD		Edgmont Township
19-00-00326-11	Gravity Main	7 ROCK HILL RD		Edgmont Township
19-00-00326-12	Gravity Main	ROCK HILL RD		Edgmont Township
19-00-00326-13	Gravity Main	ROCK HILL RD		Edgmont Township

19-00-00326-14	Gravity Main	13 ROCK HILL RD	Edgmont Township
19-00-00326-15	Gravity Main	ROCK HILL RD	Edgmont Township
19-00-00326-21	Gravity Main	2 ROCK HILL RD	Edgmont Township
19-00-00064-27	Gravity Main	30 SAWGRASS LN	Edgmont Township
19-00-00064-28	Gravity Main	31 SAWGRASS LN	Edgmont Township
19-00-00064-29	Gravity Main	32 SAWGRASS LN	Edgmont Township
19-00-00030-28	Gravity Main	44 SAWGRASS LN	Edgmont Township
19-00-00030-36	Gravity Main	36 SAWGRASS LN	Edgmont Township
19-00-00030-37	Gravity Main	35 SAWGRASS LN	Edgmont Township
19-00-00030-38	Gravity Main	34 SAWGRASS LN	Edgmont Township
19-00-00030-39	Gravity Main	33 SAWGRASS LN	Edgmont Township
19-00-00284-31	Gravity Main	307 PRITCHARD PL	Edgmont Township
19-00-00284-43	Gravity Main	407 PRITCHARD PL	Edgmont Township
19-00-00284-51	Gravity Main	503 PRITCHARD PL	Edgmont Township
19-00-00284-76	Gravity Main	704 PRITCHARD PL	Edgmont Township
19-00-00285-33	Gravity Main	1112 PRITCHARD PL	Edgmont Township
19-00-00285-38	Gravity Main	1205 PRITCHARD PL	Edgmont Township
19-00-00287-10	Gravity Main	3641 PROVIDENCE RD	Edgmont Township
19-00-00287-11	Gravity Main	3645 PROVIDENCE RD	Edgmont Township
19-00-00288-23	Gravity Main	PROVIDENCE RD	Edgmont Township
19-00-00288-32	Gravity Main	912 PRITCHARD PL	Edgmont Township
19-00-00288-34	Gravity Main	PROVIDENCE RD	Edgmont Township
19-00-00288-45	Gravity Main	PRITCHARD PL	Edgmont Township
19-00-00288-81	Gravity Main	PRITCHARD PL	Edgmont Township
19-00-00288-97	Gravity Main	PRITCHARD PL	Edgmont Township
19-00-00163-41	Gravity Main	33 HORSESHOE LN	Edgmont Township
19-00-00163-42	Gravity Main	35 HORSESHOE LN	Edgmont Township
19-00-00030-10	Gravity Main	67 BRIDLE WAY	Edgmont Township
19-00-00030-11	Gravity Main	68 BRIDLE WAY	Edgmont Township
19-00-00030-15	Gravity Main	59 BRIDLE WAY	Edgmont Township
19-00-00030-16	Gravity Main	57 BRIDLE WAY	Edgmont Township
19-00-00030-17	Gravity Main	55 BRIDLE WAY	Edgmont Township
19-00-00030-18	Gravity Main	53 BRIDLE WAY	Edgmont Township
19-00-00030-19	Gravity Main	51 BRIDLE WAY	Edgmont Township
19-00-00330-45	Gravity Main	1 SADDLE RUN	Edgmont Township
19-00-00037-94	Gravity Main	1 PRITCHARD PL	Edgmont Township
19-00-00030-57	Gravity Main	80 CARNOUSTIE WAY	Edgmont Township
19-00-00030-58	Gravity Main	90 CARNOUSTIE WAY	Edgmont Township
19-00-00030-59	Gravity Main	100 CARNOUSTIE WAY	Edgmont Township
19-00-00030-69	Gravity Main	195 CARNOUSTIE WAY	Edgmont Township
19-00-00030-82	Gravity Main	35 KINGSTON RD	Edgmont Township
19-00-00060-76	Gravity Main	1025 ARBOR WAY	Edgmont Township
19-00-00060-77	Gravity Main	1023 ARBOR WAY	Edgmont Township
19-00-00054-51	Gravity Main	19 COLUMBUS AVE	Edgmont Township
19-00-00064-00	Gravity Main	15 Columbus Ave.	Edgmont Township
19-00-00448-03	Gravity Main	1200 WINDERLY LN	Edgmont Township
19-00-00448-04	Gravity Main	1190 WINDERLY LN	Edgmont Township
19-00-00448-05	Gravity Main	1180 WINDERLY LN	Edgmont Township
19-00-00263-51	Gravity Main	5 HICKORY RUN	Edgmont Township
19-00-00263-54	Gravity Main	6 HICKORY RUN	Edgmont Township
19-00-00263-55	Gravity Main	2 HICKORY RUN	Edgmont Township
19-00-00037-54	Gravity Main	51 Charter Oak Dr	Edgmont Township
07-00-00207-00	Force Main	CONCORD RD	Chester Township
24-00-00007-00	Gravity Main	14 CEDAR ST	Marcus Hook Borough
07-00-00137-00	Gravity Main	2902 BETHEL RD	Chester Township
07-00-00226-04	Gravity Main	CONCORD RD	Chester Township
07-00-00275-04	Gravity Main	ENGLE ST	Chester Township
07-00-00322-00	Gravity Main	ENGLE ST	Chester Township
07-00-00392-00	Force Main	2404 FELTON AVE	Chester Township
07-00-00417-00	Force Main	2410 GREEN ST	Chester Township

07-00-00418-00	Force Main	2418 GREEN ST	Chester Township
07-00-00419-00	Force Main	2424 GREEN ST	Chester Township
07-00-00420-00	Force Main	2434 GREEN ST	Chester Township
07-00-00853-34	Gravity Main	2105 WILLIAMS CIR S	Chester Township
07-00-00854-00	Gravity Main	WILLIAMS CIR E	Chester Township
07-00-00866-00	Gravity Main	YARNALL ST	Chester Township
07-00-00883-07	Gravity Main	2100 10TH ST W	Chester Township
24-00-00857-00	Gravity Main	26 WALNUT ST	Marcus Hook Borough
24-00-00638-02	Gravity Main	POST RD	Marcus Hook Borough
24-00-00638-05	Gravity Main	POST RD	Marcus Hook Borough
24-00-00638-12	Gravity Main	POST RD	Marcus Hook Borough
24-00-00638-13	Force Main	POST RD	Marcus Hook Borough
24-00-00638-14	Force Main	POST RD	Marcus Hook Borough
24-00-00638-15	Force Main	POST RD	Marcus Hook Borough
24-00-00638-17	Force Main	POST RD	Marcus Hook Borough
24-00-00638-18	Gravity Main	POST RD	Marcus Hook Borough
33-00-00232-50	Force Main	Darby Rd	Prospect Park
33-00-00233-00	Force Main	Darby Rd	Prospect Park
33-00-00852-01	Force Main	100 LINCOLN AVE	Prospect Park
49-11-00007-00	Force Main	CLAYTON ST	Chester City
04-00-00338-00	Gravity Main	1833 WILMINGTON PK	Chadds Ford Township
13-00-00611-58	Force Main	PLEASANT HILL DR	Concord Township
13-00-01060-00	Gravity Main	449 WILMINGTON PK	Concord Township
13-00-01060-08	Gravity Main	SPRINGHILL DR	Concord Township
32-00-00082-00	Gravity Main	300 E Avon Rd. Chester, PA	Nether Providence Township
34-00-00426-00	Gravity Main	Bullns La, Nether Prov. Township	Nether Providence Township
34-00-00648-01	Gravity Main	Harvey & Chestnut, Nether Prov. PA	Nether Providence Township
34-00-00985-24	Gravity Main	2 Irving Rd. Wallingford, PA	Nether Providence Township
34-00-00985-25	Gravity Main	1012 Glen Rd. Wallingford, PA	Nether Providence Township
34-00-00985-26	Gravity Main	1013 Glen Rd. Nether Prov. PA	Nether Providence Township
34-00-00985-27	Gravity Main	1012 Glen Rd. Wallingford, PA	Nether Providence Township
34-00-00985-28	Gravity Main	Irving Rd. Chester, PA Lot #15	Nether Providence Township
34-00-00985-29	Gravity Main	1013 Glen Rd. Nether Prov. PA	Nether Providence Township
34-00-01133-19	Gravity Main	802 Harvey Rd, Nether Prov. PA	Nether Providence Township
34-00-01324-01	Gravity Main	Irvington & Bullens La. Chester, PA	Nether Providence Township
34-00-02081-00	Gravity Main	1020 S Providence Rd. Nether Prov. PA	Nether Providence Township
34-00-02081-02	Gravity Main	1 Irving Rd, Nether Prov. Pa	Nether Providence Township
34-00-02144-00	Gravity Main	Providence & Irving Rd. Nether Prov. PA	Nether Providence Township
38-02-00222-02	Gravity Main	Bullens La. Ridley Township, PA	Ridley Township
49-01-00270-00	Gravity Main	700 E. 14th St. Chester, PA	Chester City
49-01-00959-01	Gravity Main	1000 MacDade Boul. Chester, PA	Chester City
49-01-01182-90	Gravity Main	Melrose & 22nd St. Chester, Pa	Chester City
49-01-01478-00	Gravity Main	783-780 E 24th St. Chester, PA	Chester City
49-01-02699-00	Gravity Main	Ridley Creek & E 25th Nether Prov. Pa	Chester City
49-02-01374-00	Gravity Main	1401 A Morton Ave. Chester, PA	Chester City
49-02-01554-00	Gravity Main	1400-1422 Remington St. Chester, PA	Chester City
49-05-00431-00	Gravity Main	E 9th and Ridley Creek	Chester City
49-02-01374-91	Gravity Main	1415 Remington St. Chester, PA	Chester City
49-02-01374-86	Gravity Main	1401 Remington St. Chester, PA	Chester City
34-00-00592-01	Gravity Main	Taylor Arboretum	Nether Providence Township
49-01-03070-01	Gravity Main	Chester Park	Chester City
46-00-00659-03	Gravity Main	TOWNSHIP LINE RD	Trainer Borough
46-00-00485-55	Gravity Main	TOWNSHIP LINE RD	Trainer Borough
46-00-00485-70	Gravity Main	9TH ST	Trainer Borough
46-00-00363-00	Gravity Main	9TH ST	Trainer Borough
46-00-00187-25	Gravity Main	5TH ST	Trainer Borough
46-00-00300-00	Gravity Main	506 MAIN ST	Trainer Borough
46-00-00157-00	Gravity Main	DELVIEW AVE	Trainer Borough
46-00-00636-56	Gravity Main	3523 12TH ST W	Trainer Borough
46-00-00334-00	Gravity Main	FORREST ST	Trainer Borough

46-00-00537-00	Gravity Main	3524 DAWES CT		Trainer Borough
46-00-00306-01	Gravity Main	MAIN ST		Trainer Borough
46-00-00659-00	Gravity Main	POST RD		Trainer Borough
46-00-00325-01	Gravity Main	MAIN ST		Trainer Borough
46-00-00659-01	Gravity Main	TOWNSHIP LINE RD		Trainer Borough
46-00-00330-00	Gravity Main	9TH ST		Trainer Borough
46-00-00189-00	Gravity Main	Forrest St		Trainer Borough
46-00-00192-00	Gravity Main	3501 10th St.		Trainer Borough
46-00-00191-00	Gravity Main	929 Sunset St		Trainer Borough
46-00-00681-00	Gravity Main	7 Woodland Ave		Trainer Borough
46-00-00188-00	Gravity Main	3531 Dawes Ct.		Trainer Borough
46-00-00636-35	Gravity Main	3518 12TH ST	W	Trainer Borough
46-00-00637-00	Gravity Main	3501 13TH ST	W	Trainer Borough
46-00-00638-00	Gravity Main	3507 13TH ST		Trainer Borough
24-00-00827-00	Gravity Main	3 3RD ST	W	Marcus Hook Borough
24-00-00456-02	Gravity Main	MARKET ST		Marcus Hook Borough
24-00-00817-01	Gravity Main	10TH ST	W	Marcus Hook Borough
24-00-00517-00	Gravity Main	MARKET ST		Marcus Hook Borough
13-00-00611-56	Gravity Main	86 PLEASANT HILL DR		Concord Township
39-00-00041-50	Gravity Main	LONGPOINT LN	S	Rose Valley Borough
39-00-00011-50	Pump Station	BROOKHAVEN RD		Rose Valley Borough
39-00-00161-48	Gravity Main	1 OLD MILL LN		Rose Valley Borough
49-06-00790-00	Gravity Main	PENN ST		Chester City
49-03-00012-00	Gravity Main	2ND ST	W	Chester City
49-03-00105-00	Gravity Main	300 700 3RD ST	E	Chester City
49-01-03070-00	Gravity Main	WORRELL ST		Chester City
47-00-00261-09	Gravity Main	MAIN ST		Upland Borough
47-00-00454-04	Gravity Main	9 SCOTT AVE		Upland Borough
47-00-00454-05	Gravity Main	8 SCOTT AVE		Upland Borough
47-00-00454-15	Gravity Main	16 SCOTT AVE		Upland Borough
39-00-00040-00	Gravity Main	8 LONGPOINT LN	N	Rose Valley Borough
39-00-00068-00	Gravity Main	12 Orchard Ln		Rose Valley Borough
39-00-00009-01	Gravity Main	607 BROOKHAVEN RD		Rose Valley Borough
49-05-00227-00	Force Main	8TH ST	W	Chester City
49-11-01306-04	Gravity Main	1208 CULHANE ST		Chester City
49-11-01306-12	Gravity Main	1108 CULHANE ST		Chester City
49-11-01306-13	Gravity Main	1106 CULHANE ST		Chester City
49-11-01306-20	Gravity Main	1209 BEVERLY LN		Chester City
49-11-01306-24	Gravity Main	BEVERLY LN		Chester City
49-11-01306-32	Gravity Main	1102 BEVERLY LN		Chester City
49-11-01306-33	Gravity Main	1104 BEVERLY LN		Chester City
49-11-01306-35	Gravity Main	1200 BEVERLY LN		Chester City
49-11-01306-36	Gravity Main	1202 BEVERLY LN		Chester City
49-11-01306-37	Gravity Main	1204 BEVERLY LN		Chester City
49-11-01306-38	Gravity Main	1206 BEVERLY LN		Chester City
49-11-01306-39	Gravity Main	1208 BEVERLY LN		Chester City
32-00-00056-00	Gravity Main	206 AVON RD	E	Parkside Borough
32-00-00057-00	Gravity Main	208 AVON RD	E	Parkside Borough
32-00-00058-00	Gravity Main	210 AVON RD	E	Parkside Borough
32-00-00059-00	Gravity Main	AVON RD	E	Parkside Borough
32-00-00060-00	Gravity Main	220 AVON RD	E	Parkside Borough
32-00-00061-00	Gravity Main	222 AVON RD	E	Parkside Borough
32-00-00061-01	Gravity Main	224 AVON RD	E	Parkside Borough
32-00-00062-00	Gravity Main	226 AVON RD	E	Parkside Borough
32-00-00063-00	Gravity Main	230 AVON RD	E	Parkside Borough
32-00-00063-01	Gravity Main	228 AVON RD	E	Parkside Borough
32-00-00065-00	Gravity Main	232 AVON RD	E	Parkside Borough
32-00-00066-00	Gravity Main	234 AVON RD	E	Parkside Borough
32-00-00067-00	Gravity Main	236 AVON RD	E	Parkside Borough
32-00-00068-00	Gravity Main	238 AVON RD	E	Parkside Borough

32-00-00069-00	Gravity Main	240 AVON RD	E	Parkside Borough
32-00-00070-00	Gravity Main	242 AVON RD	E	Parkside Borough
32-00-00071-00	Gravity Main	244 AVON RD	E	Parkside Borough
32-00-00072-00	Gravity Main	246 AVON RD	E	Parkside Borough
32-00-00073-00	Gravity Main	248 AVON RD	E	Parkside Borough
32-00-00074-00	Gravity Main	250 AVON RD	E	Parkside Borough
32-00-00075-00	Gravity Main	252 AVON RD	E	Parkside Borough
32-00-00076-00	Gravity Main	254 AVON RD	E	Parkside Borough
32-00-00077-00	Gravity Main	256 AVON RD	E	Parkside Borough
32-00-00078-00	Gravity Main	258 AVON RD	E	Parkside Borough
32-00-00079-00	Gravity Main	260 AVON RD	E	Parkside Borough
32-00-00080-00	Gravity Main	262 AVON RD	E	Parkside Borough
47-00-00261-03	Gravity Main	1100 MAIN ST		Upland Borough
24-00-00309-00	Gravity Main	5 MALLON ST		Marcus Hook Borough
24-00-00309-01	Gravity Main	7 MALLON ST		Marcus Hook Borough
24-00-00309-02	Gravity Main	8 MALLON ST		Marcus Hook Borough
24-00-00309-03	Gravity Main	11 MALLON ST		Marcus Hook Borough
24-00-00309-04	Gravity Main	13 MALLON ST		Marcus Hook Borough
24-00-00309-05	Gravity Main	15 MALLON ST		Marcus Hook Borough
39-00-00030-00	Gravity Main	1 LONGPOINT LN	S	Rose Valley Borough
39-00-00031-00	Gravity Main	2 LONGPOINT LN	S	Rose Valley Borough
39-00-00032-00	Gravity Main	26 LONGPOINT LN	S	Rose Valley Borough
39-00-00033-00	Gravity Main	25 LONGPOINT LN	S	Rose Valley Borough
39-00-00034-00	Gravity Main	24 LONGPOINT LN	S	Rose Valley Borough
39-00-00035-00	Gravity Main	23 LONGPOINT LN	S	Rose Valley Borough
39-00-00036-00	Gravity Main	22 LONGPOINT LN	S	Rose Valley Borough
39-00-00037-00	Gravity Main	21 LONGPOINT LN		Rose Valley Borough
39-00-00039-00	Gravity Main	11 LONGPOINT LN		Rose Valley Borough
39-00-00041-00	Gravity Main	17 LONGPOINT LN	S	Rose Valley Borough
39-00-00042-00	Gravity Main	19 LONGPOINT LN		Rose Valley Borough
39-00-00043-00	Gravity Main	27 LONGPOINT LN	S	Rose Valley Borough
39-00-00045-00	Gravity Main	29 LONGPOINT LN	S	Rose Valley Borough
39-00-00046-00	Gravity Main	30 LONGPOINT LN	S	Rose Valley Borough
39-00-00047-00	Gravity Main	31 LONGPOINT LN	S	Rose Valley Borough
39-00-00048-00	Gravity Main	32 LONGPOINT LN	S	Rose Valley Borough
39-00-00049-00	Gravity Main	33 LONGPOINT LN	S	Rose Valley Borough
39-00-00052-00	Gravity Main	5 LONGPOINT LN	N	Rose Valley Borough
39-00-00053-00	Gravity Main	6 LONGPOINT LN		Rose Valley Borough
39-00-00054-00	Gravity Main	7 LONGPOINT LN	N	Rose Valley Borough
39-00-00056-00	Gravity Main	9 LONGPOINT LN	N	Rose Valley Borough
39-00-00056-01	Gravity Main	10 LONGPOINT LN		Rose Valley Borough
39-00-00057-00	Gravity Main	16 LONGPOINT LN	N	Rose Valley Borough
39-00-00058-00	Gravity Main	14 LONGPOINT LN	N	Rose Valley Borough
39-00-00059-00	Gravity Main	15 LONGPOINT LN	N	Rose Valley Borough
39-00-00060-00	Gravity Main	40 LONGPOINT LN	N	Rose Valley Borough
39-00-00069-00	Gravity Main	15 ORCHARD LN		Rose Valley Borough
39-00-00069-04	Gravity Main	20 ORCHARD LN		Rose Valley Borough
39-00-00069-06	Gravity Main	5 ORCHARD LN		Rose Valley Borough
39-00-00159-00	Gravity Main	45 ROSE VALLEY RD		Rose Valley Borough
39-00-00160-00	Gravity Main	51 ROSE VALLEY RD		Rose Valley Borough
39-00-00161-00	Gravity Main	2 OLD MILL LN		Rose Valley Borough
39-00-00161-07	Gravity Main	109 TRAYMORE LN		Rose Valley Borough
39-00-00161-09	Gravity Main	152 TRAYMORE LN		Rose Valley Borough
39-00-00161-10	Gravity Main	150 TRAYMORE LN		Rose Valley Borough
39-00-00161-11	Gravity Main	148 TRAYMORE LN		Rose Valley Borough
39-00-00161-12	Gravity Main	146 TRAYMORE LN		Rose Valley Borough
39-00-00161-13	Gravity Main	144 TRAYMORE LN		Rose Valley Borough
39-00-00161-14	Gravity Main	142 TRAYMORE LN		Rose Valley Borough
39-00-00161-15	Gravity Main	140 TRAYMORE LN		Rose Valley Borough
39-00-00161-16	Gravity Main	TRAYMORE LN		Rose Valley Borough

39-00-00161-17	Gravity Main	136 TRAYMORE LN	Rose Valley Borough
39-00-00161-18	Gravity Main	134 TRAYMORE LN	Rose Valley Borough
39-00-00161-19	Gravity Main	132 TRAYMORE LN	Rose Valley Borough
39-00-00161-20	Gravity Main	130 TRAYMORE LN	Rose Valley Borough
39-00-00161-21	Gravity Main	128 TRAYMORE LN	Rose Valley Borough
39-00-00161-27	Gravity Main	205 SAUL LN	Rose Valley Borough
39-00-00161-35	Gravity Main	113 TRAYMORE LN	Rose Valley Borough
39-00-00161-36	Gravity Main	115 TRAYMORE LN	Rose Valley Borough
39-00-00161-37	Gravity Main	117 TRAYMORE LN	Rose Valley Borough
39-00-00161-38	Gravity Main	119 TRAYMORE LN	Rose Valley Borough
39-00-00161-39	Gravity Main	121 TRAYMORE LN	Rose Valley Borough
39-00-00161-40	Gravity Main	123 TRAYMORE LN	Rose Valley Borough
39-00-00161-41	Gravity Main	125 TRAYMORE LN	Rose Valley Borough
39-00-00161-45	Gravity Main	151 TRAYMORE LN	Rose Valley Borough
39-00-00161-47	Gravity Main	3 OLD MILL LN	Rose Valley Borough
39-00-00161-49	Gravity Main	TRAYMORE LN	Rose Valley Borough
39-00-00161-50	Gravity Main	ROSE VALLEY RD	Rose Valley Borough
39-00-00161-52	Gravity Main	TRAYMORE LN	Rose Valley Borough
46-00-00365-00	Gravity Main	3209 9TH ST W	Trainer Borough
46-00-00365-01	Gravity Main	3211 9TH ST W	Trainer Borough
46-00-00366-00	Gravity Main	3207 9TH ST W	Trainer Borough
46-00-00368-00	Gravity Main	3201 9TH ST	Trainer Borough
46-00-00525-01	Gravity Main	9TH ST	Trainer Borough
46-00-00525-03	Gravity Main	TRAINER ST	Trainer Borough
39-00-00007-00	Gravity Main	BART SHAY LN	Rose Valley Borough
39-00-00020-00	Gravity Main	8 CHESTNUT LN	Rose Valley Borough
39-00-00020-01	Gravity Main	13 CHESTNUT LN	Rose Valley Borough
39-00-00009-03	Gravity Main	603 BROOKHAVEN RD	Rose Valley Borough
39-00-00009-04	Gravity Main	511 BROOKHAVEN RD W	Rose Valley Borough
39-00-00022-01	Gravity Main	6 CEDAR HOLLOW DR	Rose Valley Borough
39-00-00022-02	Gravity Main	18 CEDAR HOLLOW DR	Rose Valley Borough
39-00-00022-04	Gravity Main	10 CEDAR HOLLOW DR	Rose Valley Borough
39-00-00022-03	Gravity Main	14 CEDAR HOLLOW DR	Rose Valley Borough
39-00-00022-05	Gravity Main	22 CEDAR HOLLOW DR	Rose Valley Borough
47-00-00261-05	Gravity Main	3401 3499 VISTA LN	Upland Borough
39-00-00187-37	Gravity Main	2 CEDAR HOLLOW DR	Rose Valley Borough
39-00-00009-05	Gravity Main	507 BROOKHAVEN RD W	Rose Valley Borough
39-00-00018-23	Gravity Main	30 BRIARCREST DR	Rose Valley Borough
39-00-00009-06	Gravity Main	505 BROOKHAVEN RD W	Rose Valley Borough
39-00-00009-09	Gravity Main	503 BROOKHAVEN RD	Rose Valley Borough
39-00-00018-13	Gravity Main	10 BROOKVIEW LN	Rose Valley Borough
34-00-00380-00	Gravity Main	401 BROOKHAVEN RD W	Nether Providence Township
34-00-00380-01	Gravity Main	403 BROOKHAVEN RD W	Nether Providence Township
39-00-00022-16	Gravity Main	32 FORESTVIEW RD	Rose Valley Borough
39-00-00022-17	Gravity Main	27 FORESTVIEW RD	Rose Valley Borough
39-00-00009-10	Gravity Main	2 TODMORDEN DR	Rose Valley Borough
39-00-00187-02	Gravity Main	6 TODMORDEN DR	Rose Valley Borough
49-11-01021-06	Gravity Main	3012 11TH ST W	Chester City
49-11-01037-06	Gravity Main	3013 11TH ST W	Chester City
39-00-00024-00	Gravity Main	2 LOCUST LN	Rose Valley Borough
39-00-00025-00	Gravity Main	3 LOCUST LN	Rose Valley Borough
39-00-00026-00	Gravity Main	4 LOCUST LN	Rose Valley Borough
39-00-00027-00	Gravity Main	5 LOCUST LN	Rose Valley Borough
39-00-00028-00	Gravity Main	6 LOCUST LN	Rose Valley Borough
39-00-00029-00	Gravity Main	7 LOCUST LN	Rose Valley Borough
39-00-00008-00	Gravity Main	5 OLD MILL LN	Rose Valley Borough
39-00-00018-04	Gravity Main	15 BUTTONWOOD WAY	Rose Valley Borough
39-00-00018-03	Gravity Main	8 BUTTONWOOD WAY	Rose Valley Borough
39-00-00018-05	Gravity Main	11 BUTTONWOOD WAY	Rose Valley Borough
39-00-00018-06	Gravity Main	5 BUTTONWOOD WAY	Rose Valley Borough

39-00-00101-00	Gravity Main	18 RABBIT RUN RD	Rose Valley Borough
39-00-00102-00	Gravity Main	14 RABBIT RUN RD	Rose Valley Borough
39-00-00115-00	Gravity Main	3 RABBIT RUN RD	Rose Valley Borough
39-00-00125-01	Gravity Main	6 ROSE VALLEY RD	Rose Valley Borough
39-00-00125-02	Gravity Main	2 THORNPETH WAY	Rose Valley Borough
39-00-00125-04	Gravity Main	1 THORNPETH WAY	Rose Valley Borough
39-00-00125-05	Gravity Main	5 THORNPETH WAY	Rose Valley Borough
39-00-00153-01	Gravity Main	2 ROSE VALLEY RD	Rose Valley Borough
39-00-00154-00	Gravity Main	1 ROYLEN CROFT LN	Rose Valley Borough
47-00-00291-00	Gravity Main	SCOTT AVE	Upland Borough
34-00-00192-09	Gravity Main	1017 BEECH RD	Nether Providence Township
34-00-00969-06	Gravity Main	212 FOX LN	Nether Providence Township
34-00-00969-07	Gravity Main	210 FOX LN	Nether Providence Township
34-00-00969-08	Gravity Main	208 FOX LN	Nether Providence Township
34-00-00969-09	Gravity Main	206 FOX LN	Nether Providence Township
39-00-00001-00	Gravity Main	10 APPLE BOUGH LN	Rose Valley Borough
39-00-00115-01		12 Hilltop Rd	Rose Valley Borough
39-00-00205-02	Gravity Main	117 VERNON LN	Rose Valley Borough
39-00-00154-01	Gravity Main	10 WHITE PINE LN	Rose Valley Borough
39-00-00197-00	Gravity Main	12 VALLEY VIEW RD	Rose Valley Borough
32-00-00652-00	Gravity Main	201 ROLAND RD E	Parkside Borough
32-00-00653-00	Gravity Main	203 ROLAND RD E	Parkside Borough
07-00-00254-02	Pump Station	2410 Concord Rd	Chester Township
09-00-03400-01	Gravity Main	950 TOWNSHIP LINE RD	Lower Chichester
24-00-00163-00	Gravity Main	16 8TH ST W	Marcus Hook Borough
24-00-00579-04	Gravity Main	21 8TH ST W	Marcus Hook Borough
32-00-00094-01	Gravity Main	259 BEECHWOOD RD	Parkside Borough
32-00-00164-00	Gravity Main	110 ELBON RD E	Parkside Borough
32-00-00329-00	Gravity Main	160 CHELTON RD E	Parkside Borough
32-00-00387-01	Gravity Main	2 FORESTVIEW RD E	Parkside Borough
32-00-00585-11	Gravity Main	2626 2632 PARKSIDE TERR	Parkside Borough
32-00-00595-01	Gravity Main	ELBON RD E	Parkside Borough
32-00-00598-22	Gravity Main	23 PARK VALLEI LN	Parkside Borough
32-00-00598-24	Gravity Main	25 PARK VALLEI LN	Parkside Borough
32-00-00598-25	Gravity Main	26 PARK VALLEI LN	Parkside Borough
32-00-00598-26	Gravity Main	27 PARK VALLEI LN	Parkside Borough
32-00-00598-27	Gravity Main	28 PARK VALLEI LN	Parkside Borough
32-00-00598-28	Gravity Main	29 PARK VALLEI LN	Parkside Borough
34-00-02064-00	Gravity Main	131 POSSUM HOLLOW RDW	Nether Providence Township
34-00-02066-00	Gravity Main	121 POSSUM HOLLOW RDW	Nether Providence Township
34-00-02067-00	Gravity Main	117 POSSUM HOLLOW RDW	Nether Providence Township
34-00-02067-01	Gravity Main	119 POSSUM HOLLOW RDW	Nether Providence Township
34-00-02285-00	Gravity Main	10 RIDLEY DR	Nether Providence Township
38-02-01693-99	Gravity Main	RIDLEY MILL LN	Ridley Township
39-00-00005-00	Gravity Main	23 VERNON LN	Rose Valley Borough
39-00-00019-00	Gravity Main	12 CHESTNUT LN	Rose Valley Borough
39-00-00021-00	Gravity Main	6 CHESTNUT LN	Rose Valley Borough
39-00-00022-00	Gravity Main	6 CHESTNUT LN	Rose Valley Borough
39-00-00075-00	Gravity Main	208 POSSUM HOLLOW RD	Rose Valley Borough
39-00-00075-01	Gravity Main	204 POSSUM HOLLOW RD	Rose Valley Borough
39-00-00079-00	Gravity Main	213 POSSUM HOLLOW RD	Rose Valley Borough
39-00-00080-00	Gravity Main	209 POSSUM HOLLOW RD	Rose Valley Borough
39-00-00081-00	Gravity Main	205 POSSUM HOLLOW RD	Rose Valley Borough
39-00-00083-00	Gravity Main	201 POSSUM HOLLOW RDW	Rose Valley Borough
39-00-00088-00	Gravity Main	21 PRICES LN	Rose Valley Borough
39-00-00089-00	Gravity Main	25 PRICES LN	Rose Valley Borough
39-00-00090-00	Gravity Main	5 ARBOR LN	Rose Valley Borough
39-00-00100-02	Gravity Main	22 RABBIT RUN RD	Rose Valley Borough
39-00-00103-00	Gravity Main	10 RABBIT RUN RD	Rose Valley Borough
39-00-00116-00	Gravity Main	8 HILLTOP RD	Rose Valley Borough

39-00-00117-00	Gravity Main	12 Hilltop Rd		Rose Valley Borough
39-00-00118-00	Gravity Main	16 Hilltop Rd		Rose Valley Borough
39-00-00129-00	Gravity Main	30 PRICES LN		Rose Valley Borough
39-00-00130-00	Gravity Main	44 ROSE VALLEY RD		Rose Valley Borough
39-00-00133-00	Gravity Main	64 ROSE VALLEY RD		Rose Valley Borough
39-00-00135-00	Gravity Main	60 ROSE VALLEY RD		Rose Valley Borough
39-00-00136-00	Gravity Main	4 PORTER LN		Rose Valley Borough
39-00-00137-00	Gravity Main	2 PORTER LN		Rose Valley Borough
39-00-00184-00	Gravity Main	19 SCHOOL LN		Rose Valley Borough
39-00-00185-00	Gravity Main	8 SCHOOL LN		Rose Valley Borough
39-00-00186-00	Gravity Main	SCHOOL LN		Rose Valley Borough
39-00-00186-01	Gravity Main	SCHOOL LN		Rose Valley Borough
39-00-00187-00	Gravity Main	SCHOOL LN		Rose Valley Borough
39-00-00188-00	Gravity Main	7 VALLEY VIEW RD		Rose Valley Borough
39-00-00189-00	Gravity Main	8 VALLEY VIEW RD		Rose Valley Borough
39-00-00190-00	Gravity Main	VALLEY VIEW RD		Rose Valley Borough
39-00-00199-00	Gravity Main	6 VERNON LN		Rose Valley Borough
39-00-00205-01	Gravity Main	119 VERNON LN		Rose Valley Borough
39-00-00212-00	Gravity Main	230 WOODWARD RD		Rose Valley Borough
47-00-00155-00	Gravity Main	3605 DEEPWATER LN		Upland Borough
47-00-00239-00	Gravity Main	257 259 6TH ST		Upland Borough
47-00-00261-02	Gravity Main	3RD ST		Upland Borough
47-00-00261-06	Gravity Main	6TH ST		Upland Borough
47-00-00293-00	Gravity Main	1011 MAIN ST		Upland Borough
47-00-00294-00	Gravity Main	1009 MAIN ST		Upland Borough
47-00-00286-03	Gravity Main	1151 MAIN ST		Upland Borough
47-00-00295-00	Gravity Main	1007 MAIN ST		Upland Borough
47-00-00327-00	Gravity Main	3 MAIN ST		Upland Borough
47-00-00409-00	Gravity Main	1013 1015 MULBERRY ST		Upland Borough
47-00-00423-00	Gravity Main	713 PATTON AVE		Upland Borough
47-00-00575-00	Gravity Main	1032 WOODSIDE AVE		Upland Borough
47-00-00576-00	Gravity Main	1030 WOODSIDE AVE		Upland Borough
47-00-00577-00	Gravity Main	1020 WOODSIDE AVE		Upland Borough
47-00-00579-00	Gravity Main	1006 WOODSIDE AVE		Upland Borough
47-00-00615-00	Gravity Main	314 WOODSIDE AVE		Upland Borough
47-00-00757-00	Gravity Main	36 6TH ST		Upland Borough
47-00-00765-01	Gravity Main	208 6TH ST		Upland Borough
49-01-00007-00	Gravity Main	348 15TH ST	W	Chester City
49-01-00007-01	Gravity Main	350 15TH ST	W	Chester City
49-01-00008-00	Gravity Main	346 15TH ST	W	Chester City
49-01-00009-00	Gravity Main	344 15TH ST	W	Chester City
49-01-00010-00	Gravity Main	342 15TH ST	W	Chester City
49-01-00011-00	Gravity Main	340 15TH ST	W	Chester City
49-01-00012-00	Gravity Main	338 15TH ST	W	Chester City
49-01-00039-00	Gravity Main	210 15TH ST	W	Chester City
49-01-00061-01	Gravity Main	15TH ST	E	Chester City
49-01-00098-00	Gravity Main	17TH ST	E	Chester City
49-01-00555-00	Gravity Main	21ST ST	E	Chester City
49-01-00801-00	Gravity Main	202 22ND ST	E	Chester City
49-01-00890-00	Gravity Main	207 22ND ST	E	Chester City
49-01-00891-00	Gravity Main	209 22ND ST	E	Chester City
49-01-00892-00	Gravity Main	211 22ND ST	E	Chester City
49-01-00893-00	Gravity Main	213 22ND ST	E	Chester City
49-01-00894-00	Gravity Main	215 22ND ST	E	Chester City
49-01-00895-00	Gravity Main	217 22ND ST	E	Chester City
49-01-00896-00	Gravity Main	219 22ND ST	E	Chester City
49-01-00897-00	Gravity Main	221 22ND ST	E	Chester City
49-01-00898-00	Gravity Main	223 22ND ST	E	Chester City
49-01-00899-00	Gravity Main	225 22ND ST	E	Chester City
49-01-00900-00	Gravity Main	227 22ND ST	E	Chester City

49-01-00901-00	Gravity Main	229 22ND ST	E	Chester City
49-01-00902-00	Gravity Main	231 22ND ST	E	Chester City
49-01-00903-00	Gravity Main	233 22ND ST	E	Chester City
49-01-00904-00	Gravity Main	235 22ND ST	E	Chester City
49-01-00905-00	Gravity Main	237 22ND ST	E	Chester City
49-01-00906-00	Gravity Main	239 22ND ST	E	Chester City
49-01-01035-01	Gravity Main	18 22ND ST	W	Chester City
49-01-01222-00	Gravity Main	301 23RD ST	E	Chester City
49-01-01369-00	Gravity Main	500 24TH ST	E	Chester City
49-01-01456-01	Gravity Main	403 24TH ST	E	Chester City
49-01-01489-00	Gravity Main	787 24TH ST	E	Chester City
49-01-01590-00	Gravity Main	712 25TH ST	E	Chester City
49-01-01591-00	Gravity Main	714 25TH ST	E	Chester City
49-01-01592-00	Gravity Main	716 25TH ST	E	Chester City
49-01-01593-00	Gravity Main	718 25TH ST	E	Chester City
49-01-01594-00	Gravity Main	720 25TH ST	E	Chester City
49-01-01595-00	Gravity Main	722 25TH ST	E	Chester City
49-01-01596-00	Gravity Main	724 25TH ST	E	Chester City
49-01-01597-00	Gravity Main	726 25TH ST	E	Chester City
49-01-01598-00	Gravity Main	728 25TH ST	E	Chester City
49-01-01599-00	Gravity Main	730 25TH ST	E	Chester City
49-01-01600-00	Gravity Main	732 25TH ST	E	Chester City
49-01-01601-00	Gravity Main	734 25TH ST	E	Chester City
49-01-01602-00	Gravity Main	736 25TH ST	E	Chester City
49-01-01603-00	Gravity Main	738 25TH ST	E	Chester City
49-01-01604-00	Gravity Main	740 25TH ST	E	Chester City
49-01-01605-00	Gravity Main	742 25TH ST	E	Chester City
49-01-01606-00	Gravity Main	744 25TH ST	E	Chester City
49-01-01607-00	Gravity Main	746 25TH ST	E	Chester City
49-01-01608-00	Gravity Main	748 25TH ST	E	Chester City
49-01-01609-00	Gravity Main	750 25TH ST	E	Chester City
49-01-01662-00	Gravity Main	225 AVON RD	E	Chester City
49-01-01663-00	Gravity Main	227 AVON RD	E	Chester City
49-01-01664-00	Gravity Main	231 AVON RD	E	Chester City
49-01-01665-00	Gravity Main	229 AVON RD	E	Chester City
49-01-01666-00	Gravity Main	233 AVON RD	E	Chester City
49-01-01667-00	Gravity Main	235 AVON RD	E	Chester City
49-01-01681-00	Gravity Main	2701 CHESTNUT ST		Chester City
49-01-01681-01	Gravity Main	PROVIDENCE AVE		Chester City
49-01-01763-00	Gravity Main	2027 2035 EDMONT AVE		Chester City
49-01-02025-00	Gravity Main	744 IRVINGTON RD		Chester City
49-01-02180-00	Gravity Main	MADISON ST		Chester City
49-01-02222-00	Gravity Main	2402 MADISON ST		Chester City
49-01-02223-00	Gravity Main	2404 MADISON ST		Chester City
49-01-02224-00	Gravity Main	2406 MADISON ST		Chester City
49-01-02225-00	Gravity Main	2410 MADISON ST		Chester City
49-01-02226-00	Gravity Main	2412 MADISON ST		Chester City
49-01-02227-00	Gravity Main	2414 MADISON ST		Chester City
49-01-02228-00	Gravity Main	2416 MADISON ST		Chester City
49-01-02229-00	Gravity Main	2418 MADISON ST		Chester City
49-01-02230-00	Gravity Main	2420 MADISON ST		Chester City
49-01-02231-00	Gravity Main	2422 MADISON ST		Chester City
49-01-02232-00	Gravity Main	2424 MADISON ST		Chester City
49-01-02233-00	Gravity Main	2426 MADISON ST		Chester City
49-01-02234-00	Gravity Main	2428 MADISON ST		Chester City
49-01-02235-00	Gravity Main	2430 MADISON ST		Chester City
49-01-02236-00	Gravity Main	2432 MADISON ST		Chester City
49-01-02251-00	Gravity Main	2708 MADISON ST		Chester City
49-01-02498-00	Gravity Main	228 PARKWAY AVE	E	Chester City
49-01-02499-00	Gravity Main	234 PARKWAY AVE	E	Chester City

49-01-02589-00	Gravity Main	21ST ST E	Chester City
49-01-02701-01	Gravity Main	754 758 25TH ST E	Chester City
49-01-02705-00	Gravity Main	2501 2509 PROVIDENCE AVE	Chester City
49-02-00059-00	Gravity Main	12TH ST E	Chester City
49-02-00060-00	Gravity Main	127 12TH ST E	Chester City
49-02-00061-00	Gravity Main	129 12TH ST E	Chester City
49-02-00062-00	Gravity Main	131 12TH ST E	Chester City
49-02-00079-00	Gravity Main	401 12TH ST E	Chester City
49-02-00080-00	Gravity Main	403 12TH ST E	Chester City
49-02-00081-00	Gravity Main	405 12TH ST E	Chester City
49-02-00082-00	Gravity Main	407 12TH ST E	Chester City
49-02-00083-00	Gravity Main	409 12TH ST E	Chester City
49-02-00084-00	Gravity Main	411 12TH ST E	Chester City
49-02-00085-00	Gravity Main	413 12TH ST E	Chester City
49-02-00086-00	Gravity Main	415 12TH ST E	Chester City
49-02-00087-00	Gravity Main	417 12TH ST E	Chester City
49-02-00088-00	Gravity Main	419 12TH ST E	Chester City
49-02-00089-00	Gravity Main	421 12TH ST E	Chester City
49-02-00090-00	Gravity Main	423 12TH ST E	Chester City
49-02-00091-00	Gravity Main	425 12TH ST E	Chester City
49-02-00092-00	Gravity Main	427 12TH ST E	Chester City
49-02-00093-00	Gravity Main	429 12TH ST E	Chester City
49-02-00094-00	Gravity Main	431 12TH ST E	Chester City
49-02-00095-00	Gravity Main	433 12TH ST E	Chester City
49-02-00096-00	Gravity Main	435 12TH ST E	Chester City
49-02-00097-00	Gravity Main	437 12TH ST E	Chester City
49-02-00098-00	Gravity Main	439 12TH ST E	Chester City
49-02-00781-01	Gravity Main	1200 CROSBY ST	Chester City
49-02-01129-00	Gravity Main	1301 HANCOCK ST	Chester City
49-02-01130-00	Gravity Main	1303 HANCOCK ST	Chester City
49-02-01131-00	Gravity Main	1305 HANCOCK ST	Chester City
49-02-01132-00	Gravity Main	1307 HANCOCK ST	Chester City
49-02-01133-00	Gravity Main	1309 HANCOCK ST	Chester City
49-02-01134-00	Gravity Main	1311 HANCOCK ST	Chester City
49-02-01135-00	Gravity Main	1313 HANCOCK ST	Chester City
49-02-01136-00	Gravity Main	1315 HANCOCK ST	Chester City
49-02-01137-00	Gravity Main	1317 HANCOCK ST	Chester City
49-02-01138-00	Gravity Main	1319 HANCOCK ST	Chester City
49-02-01139-00	Gravity Main	1321 HANCOCK ST	Chester City
49-02-01140-00	Gravity Main	1323 HANCOCK ST	Chester City
49-02-01141-00	Gravity Main	1325 HANCOCK ST	Chester City
49-02-01142-00	Gravity Main	1327 HANCOCK ST	Chester City
49-02-01143-00	Gravity Main	1329 HANCOCK ST	Chester City
49-02-01144-00	Gravity Main	1331 HANCOCK ST	Chester City
49-02-01473-00	Gravity Main	PROVIDENCE AVE	Chester City
49-02-01503-00	Gravity Main	1410 1490 PROVIDENCE AVE	Chester City
49-03-00428-00	Gravity Main	39 41 COMMISSION ST	Chester City
49-03-00497-00	Gravity Main	212 236 EDGMONT AVE	Chester City
49-05-00347-00	Gravity Main	9TH ST E	Chester City
49-05-00478-00	Gravity Main	CALDWELL ST	Chester City
49-06-00386-00	Gravity Main	208 8TH ST W	Chester City
49-06-00411-00	Gravity Main	8TH ST W	Chester City
49-06-00446-00	Gravity Main	203 9TH ST W	Chester City
49-06-00447-00	Gravity Main	205 9TH ST W	Chester City
49-06-00448-00	Gravity Main	205 9TH ST W	Chester City
49-07-00041-00	Gravity Main	FRONT ST W	Chester City
49-07-00041-03	Gravity Main	FRONT ST	Chester City
49-07-00041-15	Gravity Main	FRONT ST W	Chester City
49-07-00312-00	Gravity Main	3RD ST W	Chester City
49-07-00390-00	Gravity Main	801 6TH ST W	Chester City

49-07-00769-00	Gravity Main	10TH ST	W	Chester City
49-07-00782-00	Gravity Main	10TH ST	W	Chester City
49-07-00829-01	Gravity Main	12TH ST	W	Chester City
49-07-00877-00	Gravity Main	499 13TH ST	W	Chester City
49-07-00886-00	Gravity Main	14TH ST	W	Chester City
49-07-00903-00	Gravity Main	613 14TH ST	W	Chester City
49-07-00904-00	Gravity Main	615 14TH ST	W	Chester City
49-07-00906-00	Gravity Main	619 14TH ST	W	Chester City
49-07-00995-00	Gravity Main	1006 BUTLER ST		Chester City
49-07-01086-00	Gravity Main	1100 CONCORD AVE		Chester City
49-07-01087-00	Gravity Main	1102 CONCORD AVE		Chester City
49-07-01088-00	Gravity Main	1104 CONCORD AVE		Chester City
49-07-01155-00	Gravity Main	812 HUGHES ST		Chester City
49-07-01165-00	Gravity Main	811 HUGHES ST		Chester City
49-07-01275-00	Gravity Main	1251 KERLIN ST		Chester City
49-07-01276-00	Gravity Main	1253 KERLIN ST		Chester City
49-07-01277-00	Gravity Main	1255 KERLIN ST		Chester City
49-07-01278-00	Gravity Main	1257 KERLIN ST		Chester City
49-07-01280-00	Gravity Main	1301 KERLIN ST		Chester City
49-07-01281-00	Gravity Main	1303 KERLIN ST		Chester City
49-07-01282-00	Gravity Main	1305 KERLIN ST		Chester City
49-07-01283-00	Gravity Main	1307 KERLIN ST		Chester City
49-07-01284-00	Gravity Main	1309 KERLIN ST		Chester City
49-07-01286-00	Gravity Main	1313 KERLIN ST		Chester City
49-07-01292-00	Gravity Main	1339 KERLIN ST		Chester City
49-07-01314-00	Gravity Main	1457 KERLIN ST		Chester City
49-07-01315-00	Gravity Main	1457 KERLIN ST		Chester City
49-07-01317-00	Gravity Main	1461 KERLIN ST		Chester City
49-07-01428-00	Gravity Main	901 LINCOLN ST		Chester City
49-07-01429-00	Gravity Main	903 LINCOLN ST		Chester City
49-07-01430-00	Gravity Main	905 LINCOLN ST		Chester City
49-07-01431-00	Gravity Main	907 LINCOLN ST		Chester City
49-07-01433-00	Gravity Main	909 LINCOLN ST		Chester City
49-07-01434-00	Gravity Main	911 LINCOLN ST		Chester City
49-07-01435-00	Gravity Main	913 LINCOLN ST		Chester City
49-07-01436-00	Gravity Main	915 LINCOLN ST		Chester City
49-07-01437-00	Gravity Main	917 LINCOLN ST		Chester City
49-07-01438-00	Gravity Main	919 LINCOLN ST		Chester City
49-07-01439-00	Gravity Main	921 LINCOLN ST		Chester City
49-07-01440-00	Gravity Main	923 LINCOLN ST		Chester City
49-07-01441-00	Gravity Main	925 LINCOLN ST		Chester City
49-07-01443-00	Gravity Main	1001 LINCOLN ST		Chester City
49-07-01444-00	Gravity Main	1003 LINCOLN ST		Chester City
49-07-01445-00	Gravity Main	1005 LINCOLN ST		Chester City
49-07-01446-00	Gravity Main	1007 LINCOLN ST		Chester City
49-07-01447-00	Gravity Main	1009 LINCOLN ST		Chester City
49-07-01448-00	Gravity Main	1011 LINCOLN ST		Chester City
49-07-01449-00	Gravity Main	1013 LINCOLN ST		Chester City
49-07-01469-00	Gravity Main	812 MACDONALD ST		Chester City
49-07-01470-00	Gravity Main	814 MACDONALD ST		Chester City
49-07-01471-00	Gravity Main	816 MACDONALD ST		Chester City
49-07-01472-00	Gravity Main	818 MACDONALD ST		Chester City
49-07-01473-00	Gravity Main	820 MACDONALD ST		Chester City
49-07-01474-00	Gravity Main	822 MACDONALD ST		Chester City
49-07-01475-00	Gravity Main	824 MACDONALD ST		Chester City
49-07-01476-00	Gravity Main	826 MACDONALD ST		Chester City
49-07-01479-00	Gravity Main	811 MACDONALD ST		Chester City
49-07-01481-00	Gravity Main	MACDONALD ST		Chester City
49-07-01482-00	Gravity Main	817 MACDONALD ST		Chester City
49-07-01483-00	Gravity Main	819 MACDONALD ST		Chester City

49-07-01484-00	Gravity Main	821 MACDONALD ST	Chester City
49-07-01485-00	Gravity Main	823 MACDONALD ST	Chester City
49-07-01486-00	Gravity Main	825 MACDONALD ST	Chester City
49-07-01767-00	Gravity Main	1332 PARKER ST	Chester City
49-08-00261-00	Gravity Main	3rd St	Chester City
49-08-00385-01	Gravity Main	1318 7TH ST W	Chester City
49-08-00386-00	Gravity Main	1320 7TH ST W	Chester City
49-08-00388-00	Gravity Main	1324 7TH ST W	Chester City
49-08-00431-00	Gravity Main	PENNELL ST	Chester City
49-08-00649-00	Gravity Main	9TH ST W	Chester City
49-08-00743-00	Gravity Main	1144 CONCORD AVE	Chester City
49-08-00744-00	Gravity Main	1146 CONCORD AVE	Chester City
49-08-00745-00	Gravity Main	1148 CONCORD AVE	Chester City
49-08-00746-00	Gravity Main	1150 CONCORD AVE	Chester City
49-08-00751-00	Gravity Main	DELAWARE AVE	Chester City
49-08-00753-00	Gravity Main	DELAWARE AVE	Chester City
49-08-00778-00	Gravity Main	FRONT ST W	Chester City
49-08-01000-05	Gravity Main	606 LLOYD ST	Chester City
49-08-01000-09	Gravity Main	538 DORIAN ST	Chester City
49-08-01000-27	Gravity Main	1112 DORIAN CT	Chester City
49-08-01000-28	Gravity Main	1114 DORIAN CT	Chester City
49-08-01000-29	Gravity Main	1116 DORIAN CT	Chester City
49-08-01000-30	Gravity Main	1118 DORIAN CT	Chester City
49-08-01000-31	Gravity Main	1120 DORIAN CT	Chester City
49-08-01000-32	Gravity Main	1122 DORIAN CT	Chester City
49-08-01000-33	Gravity Main	1101 DORIAN CT	Chester City
49-08-01000-34	Gravity Main	1103 DORIAN CT	Chester City
49-08-01000-35	Gravity Main	1105 DORIAN CT	Chester City
49-08-01000-36	Gravity Main	1107 DORIAN CT	Chester City
49-08-01000-37	Gravity Main	1109 DORIAN CT	Chester City
49-08-01000-38	Gravity Main	1111 DORIAN CT	Chester City
49-08-01000-39	Gravity Main	1113 DORIAN CT	Chester City
49-08-01000-44	Gravity Main	1123 DORIAN CT	Chester City
49-08-01084-00	Gravity Main	619 NORRIS ST	Chester City
49-08-01088-00	Gravity Main	NORRIS ST	Chester City
49-08-01107-00	Gravity Main	332 NORRIS ST	Chester City
49-08-01112-00	Gravity Main	600 NORRIS ST	Chester City
49-08-01349-00	Gravity Main	325 331 TILGHMAN ST	Chester City
49-09-00258-00	Gravity Main	1332 7TH ST W	Chester City
49-09-00299-01	Gravity Main	EDWARDS ST	Chester City
49-09-00332-00	Gravity Main	TILGHMAN ST	Chester City
49-09-00497-00	Gravity Main	1115 ABBOTT ST	Chester City
49-09-00498-00	Gravity Main	1117 ABBOTT ST	Chester City
49-09-00499-00	Gravity Main	1119 ABBOTT ST	Chester City
49-09-00587-00	Gravity Main	7TH ST W	Chester City
49-09-00587-01	Gravity Main	1601 7TH ST W	Chester City
49-09-00666-00	Gravity Main	102 CENTRAL AVE	Chester City
49-09-00667-00	Gravity Main	112 CENTRAL AVE	Chester City
49-09-00668-00	Gravity Main	114 CENTRAL AVE	Chester City
49-09-00669-00	Gravity Main	116 CENTRAL AVE	Chester City
49-09-00670-00	Gravity Main	118 CENTRAL AVE	Chester City
49-09-00671-00	Gravity Main	118 1/2 CENTRAL AVE	Chester City
49-09-00672-00	Gravity Main	120 122 CENTRAL AVE	Chester City
49-09-00696-02	Gravity Main	LAMOKIN ST	Chester City
49-09-00911-00	Gravity Main	1120 1122 EDWARDS ST	Chester City
49-09-00912-00	Gravity Main	1124 EDWARDS ST	Chester City
49-09-00913-00	Gravity Main	1126 EDWARDS ST	Chester City
49-09-00914-00	Gravity Main	1128 EDWARDS ST	Chester City
49-09-01179-05	Gravity Main	810 TILGHMAN ST	Chester City
49-10-00032-00	Gravity Main	2301 FRONT ST W	Chester City

49-10-00334-00	Gravity Main	2300 4TH ST	W	Chester City
49-10-00429-00	Gravity Main	6TH ST	W	Chester City
49-10-00460-00	Gravity Main	1900 9TH ST	W	Chester City
49-10-00469-00	Gravity Main	2100 9TH ST	W	Chester City
49-10-00530-00	Gravity Main	2201 9TH ST	W	Chester City
49-10-00532-00	Gravity Main	2211 2217 9TH ST	W	Chester City
49-10-00533-00	Gravity Main	2221 2223 9TH ST	W	Chester City
49-10-00534-00	Gravity Main	2229 9TH ST	W	Chester City
49-10-00535-00	Gravity Main	2239 9TH ST	W	Chester City
49-10-00675-00	Gravity Main	102 ENGLE ST		Chester City
49-10-00942-00	Gravity Main	101 TOWNSEND ST		Chester City
49-10-01082-00	Gravity Main	438 YARNALL ST		Chester City
49-10-01083-00	Gravity Main	440 YARNALL ST		Chester City
49-10-01084-00	Gravity Main	442 YARNALL ST		Chester City
49-10-01085-00	Gravity Main	444 YARNALL ST		Chester City
49-10-01086-00	Gravity Main	446 YARNALL ST		Chester City
49-10-01087-00	Gravity Main	448 YARNALL ST		Chester City
49-10-01088-00	Gravity Main	450 YARNALL ST		Chester City
49-10-01089-00	Gravity Main	452 YARNALL ST		Chester City
49-10-01090-00	Gravity Main	454 YARNALL ST		Chester City
49-10-01091-00	Gravity Main	YARNALL ST		Chester City
49-10-01092-00	Gravity Main	458 YARNALL ST		Chester City
49-10-01093-00	Gravity Main	460 YARNALL ST		Chester City
49-10-01094-00	Gravity Main	462 YARNALL ST		Chester City
49-10-01095-00	Gravity Main	464 YARNALL ST		Chester City
49-11-00433-00	Gravity Main	4TH ST	W	Chester City
49-11-00676-00	Gravity Main	3041 6TH ST	W	Chester City
49-11-00810-00	Gravity Main	2500 9TH ST	W	Chester City
49-11-00849-00	Gravity Main	9TH ST	W	Chester City
49-11-01000-00	Gravity Main	3409 3415 10TH ST	W	Chester City
49-11-01001-00	Gravity Main	3417 3423 10TH ST	W	Chester City
49-11-01002-00	Gravity Main	3425 3431 10TH ST	W	Chester City
49-11-01054-00	Gravity Main	KEYSTONE RD		Chester City
49-11-01057-00	Gravity Main	CLOVER LN		Chester City
49-11-01059-00	Gravity Main	3150 13TH ST	W	Chester City
49-11-01125-00	Gravity Main	900 920 BOOTH ST		Chester City
49-11-01164-00	Gravity Main	3301 CARTER LN		Chester City
49-11-01165-00	Gravity Main	3303 CARTER LN		Chester City
49-11-01166-00	Gravity Main	3305 CARTER LN		Chester City
49-11-01167-00	Gravity Main	3307 CARTER LN		Chester City
49-11-01168-00	Gravity Main	3309 CARTER LN		Chester City
49-11-01169-00	Gravity Main	3311 CARTER LN		Chester City
49-11-01170-00	Gravity Main	3313 CARTER LN		Chester City
49-11-01171-00	Gravity Main	3315 CARTER LN		Chester City
49-11-01171-01	Gravity Main	3317 CARTER LN		Chester City
49-11-01171-02	Gravity Main	3319 CARTER LN		Chester City
49-11-01171-03	Gravity Main	3321 CARTER LN		Chester City
49-11-01171-04	Gravity Main	3323 CARTER LN		Chester City
49-11-01171-05	Gravity Main	3325 CARTER LN		Chester City
49-11-01171-06	Gravity Main	3327 CARTER LN		Chester City
49-11-01171-07	Gravity Main	3329 CARTER LN		Chester City
49-11-01171-08	Gravity Main	3331 CARTER LN		Chester City
49-11-01171-25	Gravity Main	3336 CARTER LN		Chester City
49-11-01171-26	Gravity Main	3338 CARTER LN		Chester City
49-11-01171-27	Gravity Main	3340 CARTER LN		Chester City
49-11-01171-28	Gravity Main	3342 CARTER LN		Chester City
49-11-01171-29	Gravity Main	3344 CARTER LN		Chester City
49-11-01171-30	Gravity Main	3346 CARTER LN		Chester City
49-11-01171-31	Gravity Main	3348 CARTER LN		Chester City
49-11-01171-32	Gravity Main	3350 CARTER LN		Chester City

49-11-01171-33	Gravity Main	3352 CARTER LN	Chester City
49-11-01171-34	Gravity Main	3354 CARTER LN	Chester City
49-11-01171-35	Gravity Main	3356 CARTER LN	Chester City
49-11-01171-36	Gravity Main	3358 CARTER LN	Chester City
49-11-01171-37	Gravity Main	3360 CARTER LN	Chester City
49-11-01171-38	Gravity Main	3362 CARTER LN	Chester City
49-11-01171-39	Gravity Main	3364 CARTER LN	Chester City
49-11-01171-40	Gravity Main	3366 CARTER LN	Chester City
49-11-01171-41	Gravity Main	3368 CARTER LN	Chester City
49-11-01171-42	Gravity Main	3370 CARTER LN	Chester City
49-11-01171-43	Gravity Main	3372 CARTER LN	Chester City
49-11-01171-44	Gravity Main	3374 CARTER LN	Chester City
49-11-01171-45	Gravity Main	3401 CARTER LN	Chester City
49-11-01171-46	Gravity Main	3403 CARTER LN	Chester City
49-11-01171-47	Gravity Main	3405 CARTER LN	Chester City
49-11-01171-55	Gravity Main	3400 CARTER LN	Chester City
49-11-01171-56	Gravity Main	3402 CARTER LN	Chester City
49-11-01171-57	Gravity Main	3404 CARTER LN	Chester City
49-11-01171-58	Gravity Main	3406 CARTER LN	Chester City
49-11-01171-59	Gravity Main	3408 CARTER LN	Chester City
49-11-01171-60	Gravity Main	3410 CARTER LN	Chester City
49-11-01171-61	Gravity Main	3412 CARTER LN	Chester City
49-11-01171-62	Gravity Main	3414 CARTER LN	Chester City
49-11-01171-63	Gravity Main	3416 CARTER LN	Chester City
49-11-01313-05	Gravity Main	DELAWARE AVE	Chester City
49-11-01402-00	Gravity Main	HAYES ST	Chester City
49-11-01454-00	Gravity Main	SEAPORT DR	Chester City
49-11-01454-01	Gravity Main	FRONT ST	Chester City
49-11-01504-02	Gravity Main	HIGHLAND AVE	Chester City
49-11-01661-00	Gravity Main	HIGHLAND AVE	Chester City
49-11-01711-02	Gravity Main	3310 TOWNSHIP LINE RD	Chester City
49-11-01772-00	Gravity Main	907 913 MEADOW LN	Chester City
49-11-01776-00	Gravity Main	1003 1009 MEADOW LN	Chester City
49-11-01807-00	Gravity Main	MEADOW LN	Chester City
49-11-01808-00	Gravity Main	912 918 MEADOW LN	Chester City
49-11-01809-00	Gravity Main	1000 MEADOW LN	Chester City
49-11-01835-00	Gravity Main	1158 MEADOW LN	Chester City
49-11-01837-00	Gravity Main	12TH ST W	Chester City
49-11-01855-00	Gravity Main	939 941 PINE LN	Chester City
49-11-01947-00	Gravity Main	1300 1330 RENSHAW RD	Chester City
49-11-01994-00	Gravity Main	3301 TOWNSHIP LINE RD	Chester City
49-11-02123-01	Gravity Main	WARD ST	Chester City
49-11-02123-90	Gravity Main	1120 WARD ST	Chester City
49-11-02137-01	Gravity Main	WARD ST	Chester City
49-11-02350-00	Gravity Main	2753 BETHEL RD	Chester City
49-11-02353-01	Gravity Main	PERKINS ST	Chester City
49-11-02499-00	Gravity Main	2737 FORWOOD ST	Chester City
49-11-02500-00	Gravity Main	2739 FORWOOD ST	Chester City
49-11-02501-00	Gravity Main	2741 FORWOOD ST	Chester City
49-11-02502-00	Gravity Main	2743 FORWOOD ST	Chester City
49-11-02503-00	Gravity Main	2745 FORWOOD ST	Chester City
49-11-02843-00	Gravity Main	2503 PEOPLES ST	Chester City

EXHIBIT 8

LISTING OF MUNICIPAL AGREEMENTS

Schedule 4.15Assigned 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

		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

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

		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

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

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

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

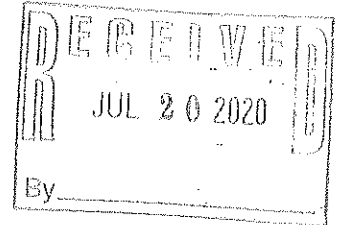
133.	Agreement	Southwest Delaware County Municipal Authority and Richard G. Kelly	August 29, 1960
134.	Agreement for Contract Operation and Maintenance of Facilities	Thornbury Township DELCORA	December 16, 2008
135.	Agreement for Contract Operation and Maintenance of Facilities	Thornbury Township DELCORA	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

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

EXHIBIT 9

PUBLIC NOTIFICATION/COMMENTS RECEIVED

Proof of Publication in The Philadelphia Inquirer
Under Act. No 160, P.L. 877, July 9, 1976



STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Helene Sweeney being duly sworn, deposes and says that **The Philadelphia Inquirer** is a daily newspaper published at 8th and Market Street, Philadelphia, Pennsylvania, which was established in the year 1829, since which date said daily newspaper has been regularly published and distributed in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of said daily newspaper on the following dates:

July 6, 2020

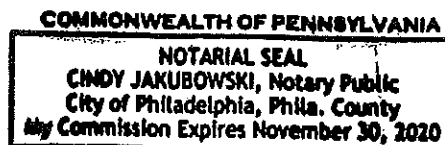
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Helene Sweeney

Sworn to and subscribed before me this 6th day of
July, 2020.

Cindy Jakubowski
Notary Public

My Commission Expires:



Copy of Notice of Publication

DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (DELCORA)
100 EAST FIFTH STREET
CHESTER, PA 19013

PUBLIC NOTICE is hereby given that the Delaware County Regional Water Quality Control Authority (DELCORA) is preparing an Act 537 Plan Update for the entire service area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

DELCORA evaluated two alternatives:

- Alternative 1 - No Action Alternative
- Alternative 2 - Sale of the DELCORA system to Aqua

The selected Alternative for this plan is Alternative 2. Upon publication of this notice, a 30-day review and comment period is in effect. Anyone wishing to review and/or comment may do so during this 30-day period. The Plan Update will be made available on the DELCORA website: www.delcora.org. Anyone requesting a hard copy of the plan should request it through the Contact Us tab of the DELCORA.org Website: <https://www.delcora.org/contact/contact-us/> or contact DELCORA at 610-876-5523, ext. 272.

Comments will be accepted in writing by mail at the DELCORA Administration Building, 100 East Fifth Street, Chester, PA 19013. Attention: Charles N. Hurst, PE, Director of Engineering or through the Contact Us tab of the DELCORA.org website: <https://www.delcora.org/contact/contact-us/>.

Robert J. Willert
Executive Director
DELCORA



PHILADELPHIA GROUP - PUBLISHERS OF:

The Delaware County Daily Times, a newspaper of general circulation, established September 7, 1876

AFFIDAVIT OF PUBLICATION
639 S. Chester Rd. • Swarthmore, PA 19081**DELCORA ELECTRIC**
100 E 5TH STREET
CHESTER, PA 19013
Attention:**STATE OF PENNSYLVANIA,
COUNTY OF DELAWARE**

The undersigned *Wendy Lynn Wisniewski*, being duly sworn the he/she is the principal clerk of Daily Times and Sunday Times, Daily & Sunday Times Digital, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

DELCORA ELECTRIC**Published in the following edition(s):**

Daily Times and Sunday Times	07/06/20
Daily & Sunday Times Digital	07/06/20

Affiant further deposes that she/he is not interested in the subject matter of the aforesaid notice of advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true:

Sworn to the subscribed before me this *July 6, 2020*

Dianne McCormick
Notary Public, State of Pennsylvania
Acting in County of Delaware

Commonwealth of Pennsylvania - Notary Seal
Dianne McCormick, Notary Public
Delaware County
My commission expires April 20, 2024
Commission number 1297770
Member, Pennsylvania Association of Notaries

**DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY (DELCORA)**
100 EAST FIFTH STREET
CHESTER, PA 19013

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Comments will be accepted in writing by mail at the DELCORA Administration Building, 100 East Fifth Street, Chester, PA 19013, Attention: Charles N. Hurst, PE, Director of Engineering or through the Contact Us tab of the DELCORA.org website: <https://www.delcora.org/contact/contact-us/>.

Robert J. Willert
Executive Director
DELCORA

DCT, July 6, a-1

Advertisement Information

Client Id: 882225

Ad Id: 2021733

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Sales Person: 066305

Ad ID: 2021733

Cost: \$255.97

Start: 07/06/20

Stop: 07/06/20

Class: 1201, Legal Notices

**DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY (DELCORA)
100 EAST FIFTH STREET
CHESTER, PA 19013**

PUBLIC NOTICE is hereby given that the Delaware County Regional Water Quality Control Authority (DELCORA) is preparing an Act 537 Plan Update for the entire service area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

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Comments will be accepted in writing by mail at the DELCORA Administration Building, 100 East Fifth Street, Chester, PA 19013, Attention: Charles N. Hurst, PE, Director of Engineering or through the Contact Us tab of the DELCORA.org website: <https://www.delcora.org/contact/contact-us/>.

Robert J. Willert
Executive Director
DELCORA

DCT, July 6, a-1

Kaufman, Patricia L.

Subject: FW: public comment-FW: Website Contact Form Submission

From: islerl@delcora.org <islerl@delcora.org>

Sent: Wednesday, August 05, 2020 10:10 AM

To: Info <info@delcora.org>

Subject: Website Contact Form Submission

Name
Jeanne Montgomery
Phone
(610) 789-1319
Email
jeanne.montgomery1@verizon.net
Message
I do not recommend the sale of our private water provider, Chester Water Authority to Aqua. I am responding to the notice per Act 537 as a private resident. I became a homeowner (Darlington Woods) in Chester Heights mid 2019. One of the attractions was the satisfaction with CWA. I believe this is the right thing for our community and with businesses and corporation moving away from communities and distancing themselves from people for the shares and money. I vote do not sell.

ROSS F. SCHMUCKI
218 Rutgers Ave.
Swarthmore, PA 19081



July 31, 2020

cc: Ed Woyden-Gannett
Fleming
CNH, Amadio,
File

Charles N. Hurst, PE, Director of Engineering
DELCORA Administration Building
100 East Fifth Street
Chester, PA 19013

Re: Public Comment on DELCORA's Asset Transfer Act 537 Plan Update of July 1, 2020

Dear Mr. Hurst,

Enclosed please find my Statement Commenting and Objecting to DELCORA's Asset Transfer Act 537 Plan Update of July 1, 2020. Please accept my comment for filing with DELCORA and for consideration by the PA DEP in its review under ACT 537.

I submit this Comment on my own behalf as a private ratepayer and system user connected to the DELCORA public sewer system. I am familiar with these matters because I serve on Swarthmore Borough Council as Chair of the Council's Public Works Committee. I am not submitting this statement in my capacity as a public official. The Borough and Planning Commission will file their own separate comments. This is my private opinion. In my opinion the transfer of assets to Aqua is not in the best financial interests of all rate payers in the service area.

Thank you for considering these Comments.

Sincerely,


Ross F. Schmucki

enc. Statement of Ross F. Schmucki with Exhibits, dated July 31, 2020

Statement of Ross F. Schmucki Commenting, Objecting, and Protesting the

1. Aqua acquisition of DELCORA

2. Aqua's Application to the Pennsylvania Utility Commission for Approval

3. DELCORA's Asset Transfer Act 537 Plan Update of July 1, 2020 Submitted to PA DEP

My name is Ross F. Schmucki. I reside at 218 Rutgers Ave., Swarthmore, PA 19081. I submit this Comment/Objection/Protest on my own behalf as a private ratepayer and system user connected to the DELCORA public sewer system. Our sanitary sewer system connects with the DELCORA sanitary sewer system via the Central Delaware County Authority (CDCA). DELCORA processes our sanitary waste and determines our sewer rates under service agreements with CDCA that will be acquired by Aqua as part of the acquisition.

I am familiar with these matters because I serve on Swarthmore Borough Council as Chair of the Council's Public Works Committee, the committee dealing with sewer issues. I am not submitting this statement in my capacity as a public official. This is my private opinion.

By this Statement I comment, object and protest the following proposed transactions by Aqua and DELCORA:

1. Aqua's acquisition of DELCORA under the current terms of the Agreement of Sale dated Sept. 17, 2019, as Amended February 24, 2020.

2. Aqua's Application to the Pennsylvania Utility Commission (Application of Aqua Pennsylvania Wastewater, Inc. Pursuant to Sections 1102, 1329 and 507 of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets of the Delaware County Regional Water Quality Control Authority Docket No. A-2019-3015173.)

3. DELCORA's Asset Transfer Act 537 Plan Update of July 1, 2020, submitted to PA DEP for Approval.

The transfer of assets to Aqua is NOT in the best financial interests of all rate payers in the service area, as explained in my comments below.

Summary of Statement

1. The funding and operation of the Trust is a circular transaction that principally benefits Aqua and not DELCORA customers.

2. The Trust does not provide a true discount of the sewer rate - the Trust only provides a partial forbearance on collection of the full billed rate and no actual rate stabilization.

3. The Trust is a fund with no practical legal accountability to customers, ratepayers and consumers and will not be subject to PUC oversight.

4. The Trust is inadequate compensation for transfer to Aqua of DELCORA assets for an undervalued price with no regulated rate stabilization agreement.

5. Aqua is planning immediate substantial rate increases in order to fund their corporate expansion. The DELCORA assets must be maintained in Public hands to avoid burdening customers with the cost of Aqua's profit margin.

6. This asset transfer should not be approved. This sale cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.

7. The DELCORA System is a relatively healthy sewer system. It is not in distress. DELCORA does not need to be rescued by Aqua.

Relief Requested -

1. The DELCORA Asset Purchase Agreement should be terminated.

2. The Pennsylvania Utility Commission should deny Aqua's Application for approval of the acquisition of DELCORA.

3. The Pennsylvania Department of Environmental Protection should deny approval of DELCORA's Asset Transfer Act 537 Plan Update, dated July 1, 2020, and Order DELCORA to submit an alternative Plan that does not involve sale to Aqua.

4. The deadline for the Public and Municipalities to comment, object and protest these transactions should be extended to October 1, 2020, and notice should be given of extra steps taken by the agencies to ensure significant Public and Municipal participation in the review process due to the Covid-19 emergency.

1. The Funding and Operation of the Trust is a Circular Transaction That Principally Benefits Aqua and Not the DELCORA Customers.

On November 13, 2019, I attended a Public meeting in Ridley Township, PA, of the CDCA board on the subject of Aqua's acquisition of DELCORA, which was attended by representatives of DELCORA and Aqua. At that meeting I asked for a copy of the Trust to review. Christopher Franklin, Chairman and CEO of Aqua America, and David Nasatir, Esq. (outside counsel for DELCORA) were at that meeting, and they both told me that Mr. Nasatir was authorized to answer questions about the Trust and would provide me with a copy of the Trust. On December 18, 2019, Mr. Nasatir emailed me the Trust.

Please see the Nov. 17, 2019 email of Mr. Franklin attached as Exhibit A; the Dec. 18, 2019 email of Mr. Nasatir attached as Exhibit B; and the Trust document attached as Exhibit C.

Under the combined terms of the Aqua-DELCORA asset transfer agreement and the Trust the money Aqua provides for the Trust will be refunded back to Aqua over the life of the Trust. As

Mr. Franking says in his own words to me, ". . . Aqua will be the recipient of those funds from the Trust that offset rates." (See Mr. Franklin's email to me.)

It is a circular transaction which principally benefits Aqua and not the DELCORA customers. In this sale Aqua will take the DELCORA purchase money out of one Aqua account and that money will be paid back over the life of the Trust into another Aqua account. That circular transaction serves Aqua's interests, but does not serve the interests of DELCORA customers. I object to that arrangement.

The Trust provides that Aqua will pay the funds to DELCORA, who will deposit the funds into the Trust account, and then DELCORA will direct the Trust to pay those funds to Aqua Pennsylvania Wastewater, Inc. The funds are never paid to customers.

The Trust money may only be paid to Aqua Pennsylvania Wastewater, Inc. as the "Distribution Agent" under the Trust. DELCORA may only direct the Trust to distribute Trust funds to Aqua Pennsylvania Wastewater, Inc. Aqua distributes the money to itself through the Trust and the Aqua subsidiary, but never to the customers. The Trust provides as follows on page 1,

" . . . Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below;"

2. The Trust Does Not Provide a True Discount of the Rates. The Trust Only Provides a Partial Forbearance on Collection of the Full Billed Rate and No Rate Stabilization.

The Aqua-DELCORA Asset Transfer Agreement and the Trust combined do not provide a true discount of the rate. If it were a true discount, then Aqua would reduce or stabilize the sewer rate. Aqua is not reducing or stabilizing the actual sewer rates under this deal. Aqua's PUC Application says that,

"Aqua is not presenting a rate stabilization plan. Aqua is proposing to implement DELCORA's existing rates after Closing and to maintain those rates until the next Aqua rate proceeding. . . . DELCORA will take a portion of the proceeds of the Proposed Transaction and place them into a trust for the benefit of the DELCORA customers, and is requesting to apply payments to DELCORA customers from the Trust through Aqua's billing process." (PUC Application, page 8, Section VI, paragraph 36)

Aqua plans to raise its rates at the next Aqua rate proceeding in Pennsylvania. Aqua will raise the rates considerably, but the Trust will make the rates appear artificially low. The public will be lulled into complacency by the Trust, never realizing how high the actual rates have risen, until it is too late when the Trust expires.

In fact Aqua will charge the full undiscounted rate which will rise regularly. The customer has no right to reduce that rate, and Aqua will oppose any attempt before the PUC to reduce the rate. That full undiscounted rate will be billed to the customer despite the Trust.

The minimal benefit that the Trust provides is a partial forbearance on collection of the full billed rate. The rate is not discounted - it is fully billed. Aqua Pennsylvania Wastewater, Inc. partially forbears from collecting the full billed rate in light of funds it receives from the Trust. Instead of paying the customers/ratepayers for the sewer system Aqua has purchased, Aqua pays the Trust, which then pays Aqua. It is a circular transaction.

Aqua Wastewater forebears from collecting its full billed rate only to the extent the Trust pays Aqua Pennsylvania Wastewater, Inc. If the Trust investments are poorly managed, there is no forbearance on full rate collection. If the Trust runs out of money, there is no forbearance. The Trust is a poor substitute for a true Rate Stabilization Agreement, where Aqua actually maintains low rates regulated by the PUC that benefit the customer over the long-haul.

3. The Trust is a Fund With No Legal Accountability to Customers, Ratepayers and Consumers and Not Subject to PUC Oversight.

The Trust arises from an unregulated side agreement and Memorandum of Understanding between Aqua and DELCORA. (See attached Exhibit D -Aqua's PUC Application, Exhibit U2, Appendix B, the Memo of Understanding attached to William C. Packer's Testimony on behalf of Aqua).

Aqua describes the Trust in its Application to the PUC, but the Trust is not mentioned or defined in the Aqua-DELCORA Asset Purchase Agreement. The Trust is not part of the Asset Purchase Agreement. The Trust is private, unregulated and it sits outside the Asset Transfer transaction.

Under the Trust there is no independent Trustee, or neutral Master, to determine whether Aqua's rate increases are fair, or in accord with the sale agreement. The Trustee (Univest Bank) does not even have authority to determine whether proper payments are being made to Aqua Pennsylvania Wastewater, Inc. under the Trust. There is no independent supervision of the Trust.

"The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement." (see Trust Agreement, section 4.1(a).

The forbearance on collection of the full billed rate is not a legally enforceable right held by the DELCORA customers. The Trust is not subject to government regulation. It is not regulated by the PUC or any other government agency. It is a private, unbreakable Trust.

The customers are on their own, and have no one to sue to enforce the forbearance. Aqua cannot be sued because Aqua is not a party to the Trust. Customers cannot sue DELCORA or the Trustee (Univest Bank) because DELCORA and the Trustee have no discretion under the Trust to do anything except make payments to Aqua Pennsylvania Wastewater, Inc. The customer cannot sue Aqua Pennsylvania Wastewater, Inc. because it does not control the Trust. The amount that any single customer may seek to recover will be too small to justify the cost of litigation.

The Trust is a Fund with no accountability to customers. The Trust is an investment bank account that protects and insulates the Trust money from any and all creditors, so that it may be distributed to Aqua, and only to Aqua, over the life of the Trust.

4. The Trust Is Inadequate Compensation For the Sale of DELCORA for An Undervalued Price With No Regulated Rate Stabilization Agreement.

The value of the partial forbearance on bill collection of the full billed rate (the "discount") is minuscule compared to the value DELCORA is transferring to Aqua in this transaction. It is not a square deal. The DELCORA system is grossly undervalued in the transaction.

There was no public bidding process for the purchase of the DELCORA system. That, in itself, guarantees that the sale is undervalued. In Pennsylvania a municipality is not allowed to sell a \$30,000 truck without getting multiple written bids. Yet DELCORA is being allowed to sell a sewer system worth hundreds of millions of dollars and serving 100,000+ customers in dozens of municipalities without a single competitive bid. The lack of bidding guarantees that the asset is severely undervalued. The price paid by Aqua is unfairly low.

Aqua's biggest competitor (American Water Works Co.) published an open letter on December 12, 2019, in the DELCO Times newspaper stating it wished to bid on the DELCORA system and the asset had to be worth at least \$400 million. American Water Works was shut out.

The Aqua PUC Application reveals the following valuations for DELCORA by private appraisers hired by Aqua and DELCORA.

\$408,883,000 appraisal by Gannett Fleming
\$308,194,006 appraisal by ScottMadden
\$358,538,503 average appraisal
\$276,500,000 agreed Aqua purchase price

Aqua is paying a price that is \$31,694,006 less than the lowest private appraisal with no public bidding and no good explanation.

Aqua estimates that the annual revenue from DELCORA customers is \$70,978,127 and the annual expense is \$41,408,283. (Aqua PUC Application paragraphs 42-43, William C. Packer Testimony, Exhibit U2.) That leaves operating income of almost \$30 million dollars per year (\$29,569,844). That dependable, monopoly, stream of income makes the sale price even more undervalued.

Aqua testified in its PUC Application that the price it will pay for each DELCORA retail customer connection is \$2,250. The price Aqua paid for each retail connection in its most recent other acquisition was \$7,750. That price shortfall clearly shows that the DELCORA customers are significantly underpriced in the sale to Aqua. (Testimony of Aqua VP, William C. Packer, Exhibit U2, pages 9-10).

The facts do not support public claims by Aqua and DELCORA that they low-balled the sale price in order to protect customers from an excessive valuation and future rate hikes. That claim is not genuine and not support by facts. It is clear that Aqua and DELCORA undervalued the asset and negotiated a poor deal for the customers. Aqua was the committed future employer of the DELCORA negotiating team, and Aqua was effectively negotiating with itself.

Aqua offered employment to the DELCORA negotiating team during the negotiation of the sale. Aqua owned both sides of the negotiating table. The jobs of the Seller (DELCORA) were guaranteed by the Buyer (Aqua). (Asset Purchase Agreement, Section 7.03 Personnel Matters & Schedule 7.03 Transferred Personnel, including Employee No. 129, DELCORA Executive Director.)

5. Aqua is Planning Immediate Substantial Rate Increases in Order to Fund Their Corporate Expansion. The DELCORA Sewer System Must Be Maintained in Public Hands to Avoid Burdening Customers With the Cost of Aqua's "Hot Stock" Profit Margin.

The VP Controller of Aqua has testified that the sale of DELCORA to Aqua will result in an immediate 12.55% rate increase to DELCORA customers, a 4.58% rate increase to Aqua water customers and a 14.32% rate increase to Aqua Wastewater customers. (Aqua PUC Application, Testimony of William C. Packer, Exhibit U2, pages 1 & 4)

The Trust will temporarily provide an undefined amount of partial forbearance on collecting these rate increases, but the substantial rate increases themselves will be billed, and permanently "baked into" the customers' long-term, permanent billing rate. The Trust involves a circular payment where funds that DELCORA customers should be paid for the sale of their sewer system are used to finance the Trust in order to hide the impact of the Aqua rate increases. Aqua underpays \$276 million for DELCORA. Instead of paying the purchase price of \$276 million to the ratepayers and Municipalities who financed and authorized the system, Aqua will pay the funds to the empty, defunct shell of DELCORA (now controlled by Aqua). The empty defunct shell of DELCORA then pays the funds to the Trust. The Trust finally pays the funds to Aqua Wastewater, and the circle of payments is complete. The DELCORA customers are left out of the circle of payments.

Aqua will argue that the customers will receive valuable "discounted" sewer service. That is like a store that jacks up their prices before a sale, then "discounts" the prices to provide a "bargain."

Testimony of William C. Packer
PUC App, Exhibit U2

Q: By whom are you employed and in what capacity?

A: I am employed by Aqua Pennsylvania, Inc. ("Aqua PA"), as Vice President - Controller. I also oversee certain financial operations for our parent company and its subsidiary Aqua New Jersey, Inc. ("Aqua NJ"). Aqua PA is the parent company of Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "the Company").

Q: Have you calculated the estimated incremental rate impact of the Proposed Transaction on Aqua's existing customers and each of the DELCORA rate groups?

A: Yes. The potential impact to DELCORA customers is 12.55%, the potential impact to Aqua wastewater customers is 14.32%, and Aqua water customers is 4.58%. This analysis is required by the Commission and I would note this does not include the effect that the Trust will have to assist DELCORA customers in paying for their own cost of service in their utility bills.

Aqua will raise its rates at the next Aqua rate proceeding in Pennsylvania. The Public is lulled into complacency by the Trust, never focusing on the high actual billed rates until it is too late when the Trust expires. The Trust will conceal the pain of the rate hikes during the life of the Trust. By the time the Trust expires it will be too late to challenge those excessive rate hikes.

6. This Sale Should Not Be Approved. This Sale Cannot Proceed Fairly Without Transparent Arms-length Negotiation of the Asset Value and a Robust Rate Stabilization Agreement Subject to Regulatory Oversight.

This sale should not be approved. The sale of this asset cannot proceed fairly without transparent public valuation of the asset, and implementation of a robust Rate Stabilization Agreement subject to PUC oversight. A robust Rate Stabilization Agreement subject to PUC oversight is necessary to protect customers and give them tangible rights to challenge rates. A deceptive Trust such as this one which suckers ratepayers into acquiescing in rate hikes and avoids PUC oversight of the Trust should never be approved

The absence of a Rate Stabilization Agreement makes these assets attractive for resale. If you want to buy an apartment building, will you pay more for a building with, or without, rent control? Of course you would pay more for an asset without rent/rate control. Aqua can sell off portions of the DELCORA assets over time to another company to raise capital, to eliminate unexpected capital investment costs, to avoid union obligations and to avoid regulatory or environmental liabilities. There is no guarantee that Aqua will continue as the owner if market conditions change. Lower return on investment or other headwinds can cause Aqua to lose interest and sell off parts of the system. If Aqua sells a part of the system to another company, the terms of the distributions from the Trust may change, and no longer result in forbearance of collection of the full rate. This asset sale absolutely requires a robust rate stabilization plan subject to regulatory oversight by the PUC.

7. The DELCORA System is a Relatively Healthy Sewer System. The System is Not in Distress. DELCORA Does Not Need to Be Rescued by Aqua.

The DELCORA system is relatively healthy and does not need to be sold. DELCORA has a healthy reserve balance. In 2013 and 2018 DELCORA presented the Municipalities in its service area with updates to its ACT 537 Plans, which made no suggestion that DELCORA should be sold as an alternative under the Plans. In 2013 and 2018 DELCORA presented viable and affordable plans to maintain and upgrade facilities. Swarthmore Borough approved the DELCORA ACT 537 Plans in 2013 and 2018. It was a total surprise and shock when Aqua announced its takeover of DELCORA. That kind of surprise announcement is typical in the high-stakes world of a publicly traded company

with a "hot stock value" like Aqua. That is not how a public utility providing a trusted essential public service should operate.

Conclusion

I request that,

1. The DELCORA Asset Purchase Agreement be terminated.
2. The Pennsylvania Utility Commission deny Aqua's Application for approval of the acquisition of DELCORA.
3. The Pennsylvania Department of Environmental Protection deny approval of DELCORA's Asset Transfer Act 537 Plan Update, dated July 1, 2020, and Order DELCORA to submit an alternative Plan that does not involve sale to Aqua.
4. The deadline for the Public and Municipalities to comment, protest or object to these 3 transactions be extended to October 1, 2020 (90 days), and notice be given of opportunities to participate in virtual hearings.

Respectfully submitted,

Ross F. Schmucki

Date:

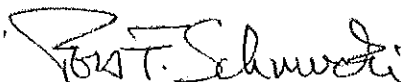
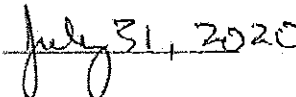



EXHIBIT A

To: R. Schmucki Comment



RE: [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

Franklin, Christopher H <CHFranklin@aquaamerica.com>

Sun, Nov 17, 2019 at 10:15 PM

To: Ross Schmucki <rossswatborough@gmail.com>, "david.nasatir@obermayer.com" <david.nasatir@obermayer.com>

Cc: Jane Billings <borough_manager@comcast.net>, "Luning, Christopher P" <CPLuning@aquaamerica.com>

Ross,

Thank you for the follow up to our conversation last week. As I mentioned while we were together, I am always happy to visit municipal leadership in areas we serve water. Swarthmore is no exception and as such, please feel free to contact me at any time with questions or comments or to consider dates for mutually convenient in-person discussions.

While we were together, you had questions regarding the DELCORA Trust that is in the process of formation. While I appreciate your questions and understand that you have a considerable background in this area of the law, I am not in a position to answer your questions. The customers are the beneficiaries of the Trust and Aqua will be the recipient of those funds from the Trust that offset rates. As such, Aqua executives and our legal team cannot participate in the planning or execution of the DELCORA Trust. As a representative of the customers in Swarthmore, you are asking the right questions and I am certain that representatives of DELCORA, including David Nasatir (DELCORA outside counsel) will be happy to answer your questions or address your concerns once the Trust documents are far enough along in their development.

Again, if you have any questions regarding Aqua's future ownership of DELCORA, I am happy to discuss them with you. All Trust questions should be posed to DELCORA and their counsel.

Thanks again for your time and follow up.

Best Regards,

Chris



Christopher Franklin

Chairman & CEO

O: 610-645-1081

M: 610-324-3179

**From:** Ross Schmucki <rossswatborough@gmail.com>**Sent:** Wednesday, November 13, 2019 8:16 PM**To:** Franklin, Christopher H <CHFranklin@aquaamerica.com>; david.nasatir@obermayer.com**Cc:** Jane Billings <borough_manager@comcast.net>; Ross Schmucki <rossswatborough@gmail.com>**Subject:** [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Franklin and Mr. Nasatir,

Yesterday (Nov. 13) Jane Billings (Swarthmore Borough Manager) and I met you at the CDCA board meeting regarding the AQUA offer to purchase DELCORA assets. Swarthmore Borough is serviced by CDCA. Ms. Billings and I asked questions about the asset purchase, and you spoke with us after the meeting.

One of my questions at the meeting was about the Trust intended to alleviate future rate hikes. I asked if I could see the Trust document to see under what circumstances expenditures of principal and income will be allowed. I asked if the Trust was an exhibit to the asset purchase agreement. Mr. Nasatir you said that the Trust document is not yet prepared, but you are willing to share that document. Mr. Franklin in our conversation you said that I should keep asking to see the Trust document.

I am following up on your offers and asking to review the Trust document(s) when you have a version for review to provide comments. I mentioned to you that as a retired Corporate Counsel I am familiar with reviewing corporate legal documents.

Thank you for your anticipated cooperation in sharing the Trust document(s). I

appreciate Mr. Franklin sharing with me the history that AQUA was founded in Swarthmore at the urging of Swarthmore College Professors. If you have any questions or have any desire to visit us in Swarthmore, feel free to contact me or Borough Manager Jane Billings.

Sincerely, Ross F. Schmucki (610-420-3430)

Member Swarthmore Borough Council & Chair Public Works Committee

cc: Jane Billings, Swarthmore Borough Manager (610-543-4599)

EXHIBIT B

To: R. Schmucki Comment



Rate Stabilization Trust

Nasatir, David <David.Nasatir@obermayer.com>

Wed, Dec 18, 2019 at 12:03 PM

To: Ross Schmucki <rossswatborough@gmail.com>

Cc: "Ayres, Warren" <Warren.Ayres@obermayer.com>, "Stryker, Nina" <Nina.Stryker@obermayer.com>, "Wyatt, Thomas" <thomas.wyatt@obermayer.com>

Ross

As you requested, attached please find in substantially final form, the Rate Stabilization Trust Agreement which will be presented to the DELCORA board at its upcoming meeting. This has been the compilation of work done by our Trust and Estates team, our Tax team, as well as other lawyers including Univest in house counsel and Stradley Ronon attorneys on behalf of Univest. We believe it reflects the interests of all the parties to insure that proceeds will go to the rate stabilization effort envisioned by the DELCORA Board during this process.

Thank you.

Dave



OBERMAYER

Looking forward Thinking ahead**David A. Nasatir, Esquire**

Vice Chair of the Firm

Chair, Business & Finance Department

Obermayer Rebmann Maxwell & Hippel LLP

Centre Square West

1500 Market Street | Suite 3400

Philadelphia, PA 19102-2101

215.665.3036 tel | 215.665.3165 fax

david.nasatir@obermayer.com | www.obermayer.com



Delcora - Rate Stabilization Trust Agreement 12.18.2019.pdf

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**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

between

**THE DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY**

as SETTLOR

and

UNIVEST BANK AND TRUST CO.

as TRUSTEE

Effective Date: December __, 2019

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[to be conformed to final draft]

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**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

THIS DELCORA RATE STABILIZATION FUND TRUST AGREEMENT, dated as of the Effective Date, is by and between **THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* (the "Settlor"), and **UNIVEST BANK AND TRUST CO.**, a Pennsylvania state-chartered bank and trust company, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Settlor currently owns and operates a sewer system (the "Sewer System") serving various residential, commercial, industrial, and municipal customers in Delaware County, Pennsylvania (the "DELCORA Customers");

WHEREAS, pursuant to that certain agreement dated September 17, 2019 (the "Sewer System Sale Agreement") between the Settlor and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater"), the Settlor has agreed to sell the Sewer System to Aqua Wastewater;

WHEREAS, the Settlor has agreed to devote a majority of the proceeds which it receives from the sale of the Sewer System (the "Sale Proceeds") to stabilizing the amounts which the DELCORA Customers will pay for access to the Sewer System during a period of years following the closing under the Sewer System Sale Agreement (the "Closing Date");

WHEREAS, the Settlor and the Trustee desire to establish a trust for the benefit of the DELCORA Customers (the "Trust"), and the Trustee agrees to serve as trustee of such trust;

WHEREAS, the Settlor has entered into a Funding Agreement with the Trustee bearing even date herewith (the "Funding Agreement") pursuant to which the Settlor has agreed to contribute to the Trust a majority of the Sale Proceeds on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement;

WHEREAS, the Settlor and Aqua Resources, Inc., will enter into a rate stabilization agreement, of which Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below; and

WHEREAS, the Settlor and the Trustee desire that the Sale Proceeds transferred to the Trust pursuant to this Agreement, together with all other funds transferred to the Trustee hereunder, be held and administered as an irrevocable trust for the benefit of the DELCORA Customers pursuant to the provisions of this Trust Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants expressed herein, and intending to be legally bound, the Settlor and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Except as otherwise specified herein, or as the context otherwise requires, the following terms have the respective meanings set forth below for all purposes of this Agreement, including, without limitation, the recitals hereto.

"Affiliate" means, with respect to any specified person, any other person controlling or controlled by or under common control with such specified person. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" or "Trust Agreement" means this trust agreement between the Settlor and the Trustee, as such document is modified or reformed from time to time.

"Aqua Resources" means Aqua Resources, Inc., a Pennsylvania business corporation which is an Affiliate of Aqua Wastewater, and its successors and assigns.

"Aqua Wastewater" means Aqua Wastewater Pennsylvania, Inc., a Pennsylvania business corporation operating as a wastewater utility company, and its successors and assigns.

"Beneficiaries" shall refer to the DELCORA Customers.

"Calculation Agent" means the company engaged by the Settlor to provide calculation services in connection with the implementation of the Rate Stabilization Agreement.

"Closing Date" means the date of closing under the Sewer System Sale Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder. References to such Code shall be taken as references to any corresponding provisions of future law.

"County" means Delaware County, Pennsylvania.

"DELCORA Customers" means the customers connected to the Sewer System.

"Distribution Agent" shall refer to Aqua Wastewater or any successor thereto serving as the entity responsible for allocating rate reductions as provided under the Rate Stabilization Agreement to and among the Beneficiaries.

“Distributions” means distributions made by the Trustee to the Distribution Agent from time to time, as directed by the Settlor, pursuant to Article 4 below.

“Distribution Order” means a written direction delivered by an authorized representative of the Settlor to the Trustee instructing the Trustee to make a Distribution.

“Effective Date” means December ___, 2019.

“Escrow Agreement” means that certain Escrow Agreement among the Settlor, the Trustee (as escrow agent), and Aqua Wastewater dated as of December ___, 2019.

“Fund” or “Trust” means the Delaware County Regional Water Quality Control Authority Rate Stabilization Trust, which is the trust created pursuant to this Trust Agreement.

“Funding Agreement” means that certain agreement between the Settlor and the Trustee bearing even date herewith, pursuant to which the Settlor will be required to transfer a majority of the Sale Proceeds to the Trust on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement.

“Investment Guidelines” means such guidelines for the investment of the Trust assets as shall be provided from time to time by the Settlor to the Trustee.

“Permitted Investments” means investments which an authority constituted under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* is permitted to make under applicable law.

“Rate Stabilization Agreement” means the agreement to be entered into by and between the Settlor and Aqua Resources, with Aqua Wastewater as a designated third party Distribution Agent, pursuant to which (a) the Distribution Agent will agree to bill the Beneficiaries at reduced levels and (b) the Settlor will agree to direct the Trust to reimburse the Distribution Agent for such reductions, pursuant to Article 4 of this Trust Agreement.

“Settlor” means the Delaware County Regional Water Quality Control Authority and its successors (including the County upon termination of the Settlor).

“Sewer System” means the sewer system which is currently owned and operated by the Settlor and which will be sold by the Settlor to Aqua Wastewater, as improved by Aqua Wastewater subsequent to the Closing Date.

“Trust Assets” means the assets held from time to time by the Trustee in the Trust Fund.

“Trust Expenses” means the trustee compensation and any other expenses of the Trust, including, without limitation, amounts payable out of the Trust Fund pursuant to Section 5.6 below.

"Trustee" means Univest Bank and Trust Co., and its successors and permitted assigns.

"Trust Fund" means the trust estate managed, protected, and conserved pursuant to the terms and conditions of this Trust Agreement, which shall consist of the Sale Proceeds deposited by the Settlor hereunder, and any Additional Contributions made to the Trust under Section 3.3 hereof, together with any and all investment income earned from Permitted Investments made and held by the Trustee pursuant to this Trust Agreement.

Section 1.2 Other Definitional Provisions. (a) All references to Articles, Sections, and subsections are to Articles, Sections, and subsections of this Agreement unless otherwise specified. All terms defined in this Agreement shall have the defined meanings herein when used in any certificate, notice, or other document made or delivered pursuant hereto, unless otherwise defined therein.

(b) In the event of any change in the identity of the Settlor, Distribution Agent or Calculation Agent as defined above, whether by merger, incorporation or cessation of existence, written notice of the identity and contact information for the successor entity shall be provided in writing to the Trustee within ten (10) days of any change in accordance with the notice requirements of Section 9.3 below.

ARTICLE 2 ORGANIZATION

Section 2.1 Declaration of Trust. The name of the Trust shall be "The Delaware County Regional Water Quality Control Authority Rate Stabilization Trust." Effective as of the Effective Date, the Trustee shall have all of the rights, powers and duties set forth herein with respect to accomplishing the purposes of the Trust.

Section 2.2 Purposes of the Trust. The purposes of the Trust are to benefit the Beneficiaries by receiving Sale Proceeds deposited into the Trust Fund by the Settlor and any additional contributions made to the Trust under Section 3.3 hereof, investing and reinvesting such Sale Proceeds and any Additional Contributions, and making Distributions from time to time to the Distribution Agent for the benefit of the Beneficiaries, as directed by the Settlor pursuant to Article 4 below. The Distributions to the Distribution Agent are intended to reimburse the Distribution Agent for rate reductions which the Distribution Agent provides to the Beneficiaries pursuant to the Rate Stabilization Agreement. Neither the Distribution Agent nor any of its Affiliates is an intended beneficiary of the Trust.

Section 2.3 Appointment of Trustee. The Settlor hereby appoints the Trustee of the Trust, effective as of the Effective Date, to have all the rights, powers, and duties and all of the protections, indemnities, and immunities set forth herein. The Trustee hereby accepts such appointment.

Section 2.4 Title to Trust Property. Legal title to all the Trust Assets shall be vested at all times in the Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Trust Assets to be vested in the Trustee, in which case title shall

be deemed to be vested in the Trustee or a Trustee, as the case may be, *provided* that the Trustee shall have the power to cause legal title to any Trust Assets to be held by or in the name of the Trust, a custodian, sub-custodian, securities depository, or their respective nominee.

Section 2.5 Situs of Trust. The Trust shall be located in the Commonwealth of Pennsylvania, and questions pertaining to the validity and construction of this Agreement and with respect to the administration of the Trust shall be determined in accordance with the laws of the Commonwealth of Pennsylvania. The Trustee may, however, at any time and from time to time transfer the situs of the Trust to any other jurisdiction that the Trustee may deem appropriate.

Section 2.6 Use of Trust Assets. Trust Assets shall be used solely to carry out the purposes set forth in Section 2.2 above, and shall not be subject (in whole or in part) to voluntary or involuntary assignment, anticipation, legal process, or claims of creditors of the Settlor, the Distribution Agent, the Aqua Parent, any Beneficiary, or any other person or entity.

ARTICLE 3 CONTRIBUTIONS TO THE TRUST

Section 3.1 Initial Contribution. The Settlor shall transfer one thousand dollars (\$1000.00) in cash to the Trust on the Effective Date.

Section 3.2 Contribution of Sale Proceeds. On or as soon as practicable after the Closing Date, the Settlor shall transfer to the Trust (or direct Aqua Wastewater to transfer to the Trust on the Settlor's behalf) that portion of the Sale Proceeds (comprising a majority of the Sale Proceeds) which the Settlor is required to contribute to the Trust pursuant to the Funding Agreement.

Section 3.3 Additional Contributions. In addition to the contributions described in Sections 3.1 and 3.2 above, the Trustee may receive such additional contributions as may be made to it from time to time by the Settlor or any other person in the form of cash, securities, or other property acceptable to the Trustee (the "Additional Contributions"). Such Additional Contributions may include (without limitation) funds released from time to time from one or more escrow accounts created under the Sewer System Sale Agreement. *Provided, however*, that the Trustee shall have no responsibility for collecting any such Additional Contributions.

Section 3.4 Acceptance by the Trustee. The Trustee hereby agrees to accept the contributions described in sections 3.1, 3.2, and 3.3 above for the benefit of the Beneficiaries, and agrees to use such funds pursuant to the terms of this Agreement.

ARTICLE 4 DISTRIBUTIONS FROM THE TRUST

Section 4.1 Distributions. (a) The Settlor shall direct the Trustee to make Distributions to Aqua Wastewater from time to time in accordance with the Rate Stabilization

Agreement. The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement.

(b) The Trustee shall make Distributions to the Distribution Agent from time to time in accordance with written directions received by the Trustee from a duly authorized representative of the Settlor (each a "Distribution Order"). *Provided, however*, that the Trustee shall make such Distribution no later than ten (10) business days after the date on which the Trustee receives the Distribution Order. Such Distributions will be made to the Distribution Agent solely for the purpose of reimbursing the Distribution Agent for rate reductions made pursuant to the Rate Stabilization Agreement. For purposes of this Section 4.1, written notification of the identity and contact information of the duly authorized representative of the Settlor shall be provided to the Trustee in writing at least annually on January 1, or upon any subsequent change in such authorized representative, within five (5) days thereof, in accordance with the requirements of Section 9.3 below.

Section 4.2 No Right of Reversion. Under no circumstances shall the Settlor or any successor thereto have any rights of reversion under this Trust Agreement. All Trust Assets shall be disbursed in furtherance of the purposes set forth in Section 2.2.

ARTICLE 5 TRUSTEE

Section 5.1 Trustee Resignation, Removal, and Succession. (a) Any Trustee serving hereunder shall have the right, upon ninety (90) days' prior written notice delivered to the Settlor, to resign as Trustee of this Trust. At any time after the sixth (6th) anniversary of the Closing Date, the Settlor shall have the right, upon ninety (90) days' prior written notice to the Trustee, and upon payment of all amounts due and owing hereunder, to remove such Trustee as a trustee. Upon notice of such resignation or removal, the Settlor shall appoint a successor Trustee in writing within thirty (30) days of the expiration of the ninety (90) day notice period, such appointment to be accepted in writing by the successor trustee so designated. If the Settlor fails to appoint a successor trustee, the Trustee may secure the appointment of a successor trustee in any manner permitted by law, including by petition or application to the appropriate court of jurisdiction. The resignation or removal of Trustee shall only become effective upon the appointment and qualification of the successor trustee. *Provided, however*, that the entity serving as Trustee hereunder shall at all times be a corporate trustee having assets under management of no less than _____ dollars (\$_____).

(b) Upon the appointment, and timely written acceptance of the appointment of a successor trustee as provided herein, the Trustee shall transfer and convey to the successor Trustee all Trust Assets held by the Trustee. When such transfer and conveyance are completed, the Trustee shall be released and discharged from all liability relating to further administration and investment of the Trust.

(c) No Trustee taking office shall be liable in any way for the acts or omissions of any Trustee prior to such Trustee's assumption of office, or shall have any duty to review the performance of a Trustee prior to that date.

(d) Except as specifically authorized hereunder, all powers of the Trustee shall be exercised by the Trustee alone.

Section 5.2 Duties of Trustee. The Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, subject to and in accordance with the provisions of this Agreement. No implied duties, covenants, or obligations shall be read into this Agreement against the Trustee, the Settlor, or any Affiliate of either the Trustee or the Settlor. The Trustee shall oversee the conduct of the activities of the Trust, make and execute contracts and other instruments on behalf of the Trust, and may sue and be sued on behalf of the Trust in the name of the Trust, subject to the terms of this Agreement.

Section 5.3 Acceptance of Trust and Duties. (a) Except as otherwise provided in this Article 5, in accepting the trust hereby created, the Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust Assets for payment or satisfaction thereof. The Trustee accepts the trust hereby created and agrees to perform its duties hereunder, but only in accordance with the express terms of this Agreement.

(b) In carrying out its duties hereunder, the Trustee shall exercise the rights and powers vested in it hereunder in good faith, but only on the terms expressly set forth herein. Neither the Trustee nor any of its officers, directors, employees, agents or affiliates shall have any implied duties (including fiduciary duties) or liabilities otherwise existing at law or in equity with respect to the Trust, which implied duties and liabilities are hereby eliminated. No provision of this Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, its own bad faith, its own breach of its representations, warranties or covenants given in its individual capacity or its own willful misconduct. In addition:

(i) The Trustee shall be liable for its willful misconduct or gross negligence in acting or failing to act, except that the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in accordance with a direction received by it from the Settlor or Calculation Agent pursuant to this Agreement;

(ii) The Trustee shall not be liable for any error of judgment, or for any action taken, suffered or omitted to be taken by it, in good faith, nor for any act or omission of any predecessor and/or successor Trustee;

(iii) The Trustee shall not be deemed to have notice or knowledge of any matter unless written notice thereof is received by the Trustee in accordance with this Agreement;

(iv) The Trustee shall have no duty to monitor or supervise, or be liable for anything done or omitted by any other person, including the Settlor, the Distribution Agent or the Calculation Agent;

(v) The Trustee shall not be liable for the default or misconduct of the Settlor, the Distribution Agent, the Calculation Agent or any other person, and the Trustee shall not be deemed to have knowledge of any default on the part of any such person unless the Trustee receives written notice of such default in accordance with this Agreement; nor shall the Trustee be responsible for performing, monitoring or supervising the performance of any such person's obligations under this Agreement or any related agreement;

(vi) Under no circumstance shall the Trustee be liable for any representation, warranty, covenant, obligation or indebtedness of the Trust, or any other payment or distribution obligations evidenced by or arising under this Agreement;

(vii) The Trustee shall not be liable for or in respect of, and makes no representation with respect to, the validity or sufficiency of any provision of this Agreement, or the due execution hereof or thereof by any person, other than itself, or the value of the Trust Assets, or the efficacy of the Trust or its ability to generate the amounts intended to be distributed for the benefit of the Beneficiaries;

(viii) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document;

(ix) The Trustee shall not be liable for (x) any special, consequential or punitive damages, however styled, including, without limitation, lost profits, (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust's securities or assets, or (z) any losses due to forces beyond the reasonable control of the Trustee, as applicable, including, without limitation, strikes, lockouts, riots, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances;

(x) Other than with respect to any report or information that the Trustee has an express duty to review under this Agreement, receipt by the Trustee of any report or other information delivered or otherwise made available to the Trustee pursuant to the terms of this Agreement or any other document related to the Trust shall not be deemed to constitute knowledge by the Trustee of such information, unless the Trustee receives written notice with respect thereto;

(xi) Except as otherwise expressly set forth in this Agreement, knowledge or information acquired by (x) Univest Bank and Trust Co. in any of its

respective capacities hereunder or under any other document related to this transaction shall not be imputed to Univest Bank and Trust Co. in any of its other capacities hereunder or under such other documents, and (y) any Affiliate of Univest Bank and Trust Co. shall not be imputed to Univest Bank and Trust Co. in any of its respective capacities hereunder and vice versa;

(xii) The right of the Trustee to perform any discretionary act enumerated in this Agreement or in any other document to which the Trust is a party shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in the performance of any such act; the Trustee shall be under no obligation to exercise any of the discretionary rights or powers vested in it by this Agreement;

(xiii) The Trustee shall have no duty to recompile, recalculate or otherwise verify the accuracy of any information provided to it by the Settlor except as otherwise expressly set forth in this Agreement, and may conclusively rely thereon in good faith;

(xiv) The Trustee may consult with counsel, accountants and other experts, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants, or other experts selected by it in good faith, and any opinion of counsel shall be full and complete protection in respect of any action taken or suffered or omitted by it under this Agreement in good faith and in accordance with such opinion of counsel;

(xv) The Trustee shall be under no obligation to institute, conduct or defend any litigation under this Agreement or otherwise in relation to the Trust at the request, order or direction of the Settlor or any other person, unless such requesting person(s) shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby;

(xvi) The Trustee may execute any of the trusts or powers under this Agreement, or perform any duties under this Agreement, either directly or by or through agents or attorneys or one or more custodians (any of which may be Affiliates of the Trustee) and the Trustee shall not be liable for the acts or omissions of any agent, attorney or custodian selected by such Trustee in good faith;

(xvii) The Trustee shall have no duty or obligation to manage, make any payment in respect of, register, record, sell, dispose of or otherwise deal with the Trust Assets, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Trustee is a party, except as expressly provided by the terms of this Agreement; and

(xviii) The Trustee shall have no responsibility to record this Agreement, to prepare or file any financing or continuation statement in any public office at any time or otherwise to perfect or maintain the perfection of any ownership or security interest or

lien or to prepare or file any tax, qualification to do business or securities law filing or report except as expressly provided by the terms of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Agreement or any other document to which the Trust is a party, shall in any event require the Trustee, to perform, or be responsible for the manner or omission of performance of, any of the duties or obligations of the Settlor under any other agreement or document.

(d) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that the Trustee, in any capacity, has not provided and will not in the future provide, any advice, counsel or opinion regarding the tax, financial, investment, securities law or insurance implications and consequences of the formation, funding and ongoing administration of the Trust.

(e) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that that the Trustee, in any capacity, has not (i) made any investigation as to the accuracy of any representations, warranties or other obligations of the Trust under this Agreement or any other document contemplated hereby, and shall have no liability in connection therewith and (ii) prepared or verified, and shall have no liability for, any information, disclosure or other statement made in any document issued or delivered in connection with the transactions contemplated by this Agreement or any related document or agreement.

Section 5.4 Refrain from Certain Actions. The Trustee shall not be required to take any action under this Agreement if the Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Trustee, is contrary to the terms of this Agreement, or is otherwise contrary to applicable law.

Section 5.5 Reliance. The Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, facsimile transmission, or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by an authorized representative of the proper party or parties, and need not investigate any fact or matter in any such document. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate signed by an authorized officer of the Settlor, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 5.6 Compensation and Expenses. (a) The Trustee shall be entitled to compensation and reimbursement from Trust Assets for all expenses incurred in the course of discharging its duties thereunder, as provided in the schedule attached hereto as Exhibit A.

(b) Trust assets may be used to pay compensation and expenses of the Calculation Agent, upon receipt by the Trustee of written directions to this effect from the Settlor.

Section 5.7 Investment of Trust Assets. (a) The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Assets invested, without distinction between principal and income, in Permitted Investments that comply with the Investment Guidelines. The Trustee may, however, reserve from investment and keep, either as uninvested contributions or the proceeds of sale of investments, such amounts as it may from time to time it deems advisable in order to provide for anticipated Distributions or other expenditures from the Trust Fund, notwithstanding the provisions of 20 Pa. C.S. §7207. The Trustee does not guaranty any positive return on any such investment and the Trustee shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties, in connection with the purchase or liquidation of any investment made hereunder.

(b) The Settlor shall provide a draft set of Investment Guidelines to the Trustee no later than February 28, 2020, and shall provide final Investment Guidelines to the Trustee no later than the Closing Date. Such final Investment Guidelines may be subsequently revised by agreement of the Settlor and the Trustee, but only with the written approval of Aqua Wastewater.

Section 5.8 Trustee Powers. Except as otherwise specifically provided in this Trust Agreement, the Trustee shall have authority, in addition to and not in limitation of any authority given it by law, but shall have no obligation to exercise the following powers:

(a) To acquire or dispose of Permitted Investments which may from time to time or at any time constitute the Trust Fund for such prices and on such terms as the Trustee may deem proper, and to make, execute, and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers, and other legal instruments, either necessary or convenient for passing the title and ownership thereto, free and discharged of all trusts and without liability on the part of such purchasers to see to the application of the purchase money.

(b) To cause any Permitted Investment to be registered in or transferred into (i) its name as the Trustee, (ii) the name of the Trust, or (iii) the name or names of their nominee or nominees or to retain same unregistered or in form permitting transfer by delivery, and to maintain all such investments through such agents, custodians, and other means as it deems appropriate, *provided* that the books and records of the Trustee at all times shall show that all such investments are part of the Trust Fund.

(c) To vote upon any stocks, bonds, or other securities, and to give general or special proxies or powers of attorney with or without power of substitution; provided that the Trustee shall vote in favor of management or recommended proposals in all instances unless otherwise directed in writing by the Settlor.

(d) To exercise any option, to accept in exchange or to subscribe for additional securities, to exercise any conversion privileges, and to make any necessary payments therefor.

(e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Trust, without liability for interest thereon.

(f) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To determine what is principal and what is income hereunder, and, in its sole discretion, to allocate or apportion gains and losses realized from the sale or other disposition of any assets between principal and income.

(h) Generally to exercise all rights of ownership and disposition over the Trust Fund and to do all acts and things which the Trustee may consider in the best interests of the Trust Fund.

Section 5.9 Indemnity of Trustee.

To the fullest extent permitted by applicable law, the Trustee and each of its directors, officers, employees, agents, affiliates, successors, assigns and legal representatives, (each an "Indemnified Person") shall be indemnified, defended and held harmless by, and entitled to reimbursement from, the Trust out of Trust Assets with respect to any loss, liability, obligation, damages, penalty, tax, claim, action, investigation, proceeding, cost, expense or disbursement, including reasonable attorneys', experts' and other professionals' fees and expenses of any kind or nature whatsoever (collectively "Costs"), arising out of or incurred in connection with this Agreement, the Trust Fund, the Trust Assets, the administration of the Trust Fund and the Trust Assets or any action or inaction of the Trustee hereunder, except to the extent that such Costs arise out of or result from the Trustee's own willful misconduct, bad faith or gross negligence. The indemnities contained in this Section 5.9 shall survive the resignation or removal of the Trustee or the termination of this Agreement.

Section 5.10 Interpretation and Direction.

To the extent the Trustee determines that any substantial ambiguity exists in the interpretation of any definition, provision or term contained in this Agreement pertaining to the performance of its duties hereunder, or to the extent more than one methodology can be used to make any of the determinations or calculations to be performed by any Trustee hereunder, the Trustee may request written direction from the Settlor as to the interpretation or methodology it should adopt with respect thereto. The Settlor shall promptly provide such written direction, and the Trustee shall be entitled conclusively to rely upon, and shall be protected and held harmless in acting upon, such written direction.

Section 5.11 Books and Records. (a) The Trustee shall direct the preparation and maintenance of full and accurate accounts of all receipts, investments, disbursements, and other transactions of the Trust Fund. All such accounts, books, and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Settlor.

(b) The Trustee shall retain records relating to the Trust Fund for as long as necessary for the proper administration thereof, and at least for any period required by applicable law.

Section 5.12 Accounting and Reports. (a) The Trustee shall provide to the Settlor customary quarterly or monthly written reports of all receipts and expenditures made from the Trust Fund during the month, in such detail and format as may be agreed upon by the Trustee and the Settlor from time to time. Unless otherwise determined by the Trustee, the Trustee shall (a) maintain (or cause to be maintained) the books of the Trust on a calendar-year basis and on the cash method of accounting. The financial records of the Trust shall be kept in conformity with generally accepted accounting principles applied on a consistent basis, and with such other requirements as may reasonably be required by the Trustee or the Settlor.

(b) The Trustee shall as soon as practicable, but in no event later than three (3) months after the end of each fiscal year of the Trust, provide to the Settlor or its designee (i) the Trust's revenue and expense statement for such fiscal year and (ii) the Trust's balance sheet as of the end of such fiscal year, each accompanied by the certificate or opinion of a firm of independent certified public accountants selected by the Trustee and approved by the Settlor.

(c) Within ninety (90) days after termination of the duties of the Trustee, and at such other times (if any) as the Settlor may determine in its discretion, the Trustee shall render to the Settlor or its designee a written account setting forth all transactions effected by the Trustee since the period covered by its last such preceding account and showing at its then fair market value all property held at the end of the accounting period. Upon the expiration of ninety (90) days from the date such account is rendered, the Trustee shall be released and discharged from accountability to the Settlor as respects the same, unless the Settlor shall have filed with the Trustee a written statement claiming gross negligence, willful misconduct, or lack of good faith by the Trustee with respect thereto. If any such objection is filed and is not satisfactorily adjusted by the parties, the Trustee shall have the right to apply to a court of competent jurisdiction for judicial settlement of such account at the sole cost and expense of the Trust. Neither the Settlor nor any other person shall have the right to demand or be entitled to any further or different accounting by the Trustee, except as may otherwise be required by law.

(d) The Trustee shall also furnish to the Settlor or its designee such other reports as may be reasonably requested by the Settlor; provided that any costs or expenses incurred by the Trustee in preparing, directly or through a third party subcontractor, any reports that are outside of the scope of the trustee's usual and customary reporting shall be borne solely by the Trust .

Section 5.13 Third Party Reliance. (a) No person having any dealing with the Trust Fund or the Trustee shall be bound to inquire of the duty, authority, or power of the Trustee to perform any act which it undertakes to perform. No person purchasing or acquiring property or lending money to the Trustee shall be bound to see to the application of the purchase money or other property transferred or loaned to the Trustee, or to inquire into the propriety or validity of the said sale, disposition, or loan by the Trustee.

(b) Every instrument executed by the Trustee shall be conclusive in favor of any person, partnership, corporation relying thereon that (a) at the time of the delivery of the instrument the

Trust was in full force and effect, (b) the instrument was effected in accordance with the terms and conditions of this Agreement, and (c) the Trustee was duly authorized and empowered to execute the instrument.

Section 5.14 Interpretation; Rules. The Trustee shall have the power to construe the provisions of this Agreement and the terms used in this Agreement, and any construction adopted by the Trustee in good faith consistent with the purpose of the Trust shall be binding upon all persons.

ARTICLE 6 POWER OF SUBSTITUTION

Section 6.1 Power of Substitution. (a) The Settlor shall have the right to acquire any asset of the Trust (an "*Acquired Asset*") by transferring to the Trustee in exchange for the Acquired Asset one or more other assets (collectively the "*Substituted Asset*") having a fair market value that is no less than the fair market value of the Acquired Asset.

(b) To the extent (if any) that the fair market value of the Substituted Asset exceeds the fair market value of the Acquired Asset, the Settlor shall be deemed to have made an Additional Contribution to the Trust under Section 3.3 above.

Section 6.2 Confirmations. (a) The Trustee shall take such reasonable steps as may be necessary in order to confirm, prior to the exchange of assets, that the fair market value of the Acquired Asset is no greater than the fair market value of the Substituted Asset. If the Trustee determines that the fair market value of the Acquired Asset is greater than the fair market value of the Substituted Asset, the Trustee shall not transfer the Acquired Asset to the Settlor or accept the Substituted Asset from the Settlor.

(b) The Trustee shall not accept any Acquired Asset in substitution for a Substituted Asset unless it has previously received written confirmation from the Calculation Agent that such substitution will not adversely affect the ability of the Settlor to fund Distributions (*e.g.*, due to a reduction in the liquidity of the Trust).

ARTICLE 7 TERMINATION

Section 7.1 Termination. The Trust shall terminate when all of the assets of the Trust have been exhausted in furtherance of the purposes set forth in Section 2.2 above.

Section 7.2 Trust Irrevocable. Neither the Settlor nor any other person is entitled to revoke or terminate the Trust.

ARTICLE 8 AMENDMENTS

Section 8.1 Amendment of Agreement. Notwithstanding the irrevocability of the Trust, the Trustee is authorized to institute a judicial proceeding in a court of competent jurisdiction to reform this Trust for the sole purpose of meeting any and all federal statutory or regulatory requirements which may affect the taxability of the Trust and which were enacted or instituted subsequent to the inception of the Trust. *Provided, however,* that this provision shall not apply if its existence would result in the overall loss of favorable tax treatment, thereby defeating the purpose of this right of reformation.

ARTICLE 9 MISCELLANEOUS

Section 9.1 No Legal Title to Trust Property. No transfer, by operation of law or otherwise, of any right, title, or interest in the Trust assets shall operate to terminate this Agreement or the Trust, or shall entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Trust Assets.

Section 9.2 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Settlor, the Trustee, and the Beneficiaries, and nothing in this Agreement, whether express or implied, shall be construed to give to the Distribution Agent, any Affiliate of the Distribution Agent, any other person any legal or equitable right, remedy, or claim in the Trust Assets or under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

Section 9.3 Notices. All demands, notices and communications upon or to the Settlor or the Trustee under this Agreement (including Distribution Orders) shall be in writing, personally delivered, sent by electronic facsimile (with hard copy to follow via first class mail), sent by email (with hard copy to follow via first class mail), or mailed by certified mail return receipt requested, and shall be deemed to have been duly given upon receipt, to the following address (or to such other address as the notice party may direct):

To the Settlor:

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

with copies to:

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

and

AQUA WASTEWATER PENNSYLVANIA, INC.

Attention: _____

To the Trustee:

Univest Bank and Trust Co.
14 North Main Street
PO Box 559
Souderton, PA 18964
Attention: John C. Kazary, Esq., CTFA – Vice President and Wealth Trust Advisor

with a copy to:

Univest Bank and Trust Co.
14 North Main Street
PO Box 64197
Souderton, PA 18964
Attention: Megan Duryea Santana, General Counsel

Section 9.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 9.5 Successors and Assigns. (a) Neither party hereto may assign any of its obligations or rights under this Agreement without the prior written consent of the other party except for obligations and rights delegated under 20 Pa. C.S. Section 7206.

(b) All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Settlor, the Trustee, and their respective successors and permitted assigns.

Section 9.6 Headings, etc. Titles for sections are for general information only, and this Agreement shall not be construed by reference to such titles. Wherever required by context, the singular of any word used in this Agreement shall include the plural and the plural may be read in the singular. Words used in the masculine shall be read and construed in the feminine where they would so apply.

Section 9.7 Governing Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity, and performance.

Section 9.8 Consent to Jurisdiction and Service of Process. Each of the parties to this Agreement hereby irrevocably submits to the jurisdiction of any Pennsylvania state court sitting in Delaware County, Pennsylvania or the U.S. District Court for the Eastern District of

Pennsylvania, and any appellate courts thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereby irrevocably agrees, to the extent permitted by law, that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or U.S. federal court. Each of the parties hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and any right of jurisdiction in such action or proceeding on account of the place of residence or domicile of such party. A final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 9.9 Tax Status of the Trust. The Trust is intended to be a “grantor trust” of which the Settlor is treated as the owner for federal income-tax purposes under Code Sections 671 *et seq.* The Trust is intended to qualify as a governmental entity for state and local tax purposes.

Section 9.10 Entire Agreement. This Trust Agreement shall not be deemed to be varied, altered or amended by any other statement, representation or agreement by or between any person or persons whomsoever, whether written, oral or implied in any way, except as provided in this Agreement.

Section 9.11 Reliance on Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments thereto certified to be true and correct.

/Signature page follows/

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of Effective Date.

SETTLOR:

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: _____

Name: _____

Title: _____

TRUSTEE:

UNIVEST BANK AND TRUST CO.

By: _____

Name: _____

Title: _____

EXHIBIT A
SCHEDULE OF TRUSTEE COMPENSATION

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF :
 :

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Delaware County Regional Water Quality Control Authority for the purposes therein contained.

I have signed my name and affixed my seal.

Notary Public
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF :

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of _____ Bank, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as trustee.

I have signed my name and affixed my seal.

Notary Public

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
AND
AQUA PENNSYLVANIA WASTEWATER, INC.

_____, 2020

This Memorandum of Understanding ("MOU") between the Delaware County Regional Water Quality Control Authority, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601, *et seq.* ("DELCORA") and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater") is being entered into as of [inset date] in support of a certain agreement dated September 17, 2019, as amended on February 24, 2020, between DELCORA and Aqua Wastewater ("Sewer System Sale Agreement") under which DELCORA has agreed to sell and Aqua Wastewater has agreed to purchase certain sewer equipment and facilities of DELCORA's serving various residential, commercial, industrial, and municipal customers in Delaware County and Chester County, Pennsylvania ("Sewer System").

DELCORA and Aqua Wastewater, individually a "Party" and collectively the "Parties" intend for this MOU to be legally binding upon them and be construed and subject to the laws of the Commonwealth of Pennsylvania.

The purpose of this MOU is to set forth the Parties' general understanding and agreement regarding how Aqua Wastewater can assist with applying a payment to DELCORA customers bills from the net proceeds to be received by DELCORA from Aqua Wastewater from the sale of the Sewer System under the Sewer System Sale Agreement.

The Parties acknowledge that DELCORA has separately established a trust under the DELCORA Rate Stabilization Fund Trust Agreement dated December 27, 2019 (the "Trust Agreement"), into which the net sale proceeds, along with investment earnings thereon and any other amounts contributed to the Trust, will be distributed in accordance with the Trust Agreement.

This MOU shall be effective on the date specified above ("Effective Date") and shall be filed with the Pennsylvania Public Utility Commission ("PUC") under Section 507 of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C. S. § 507. On and after the Closing:

1. Aqua Wastewater shall issue a bill to each DELCORA customer for each billing period using the full cost of service rates authorized by the PUC.
2. The customer assistance payment for each DELCORA customer for each billing period shall be applied to each DELCORA customer bill.
3. Aqua Wastewater shall calculate the customer assistance payment amount for each DELCORA customer and the total customer assistance payment amount for each billing period, and shall provide its calculation, along with any and all information

necessary to confirm the calculation of both payment amounts to the designated calculation agent.

4. DELCORA shall timely direct the Trustee under the Trust Agreement to transfer to Aqua Wastewater by Fedwire an amount equal to the total customer assistance amount confirmed by the designated calculation agent for the applicable billing period.
5. The Parties shall at all times cooperate with each other and the designated calculation agent to implement this MOU timely.

Dated: _____

Aqua Pennsylvania Wastewater, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Delaware County Regional Water Quality
Control Authority

By: _____

Name: _____

Title: _____

EXHIBIT 10

**COUNTY HEALTH DEPARTMENT/PLANNING
COMMISSION NOTIFICATIONS/COMMENTS
RECEIVED**



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Chester County Health Department
Chester County Government Services Center
601 Westtown Road
West Chester, PA 19382

**Re: DELCORA
Act 537 Sewage Facilities Plan Update**

Ladies and Gentlemen:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: cchd@chesco.org
Sent: Thursday, July 2, 2020 1:11 PM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

cchd@chesco.org (cchd@chesco.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Chester County Planning Commission
Chester County Government Services Center
601 Westtown Road #270
West Chester, PA 19382

**Re: DELCORA
Act 537 Sewage Facilities Plan Update**

Ladies and Gentlemen:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: boleary@chesco.org
Sent: Thursday, July 2, 2020 1:07 PM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

boleary@chesco.org (boleary@chesco.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Delaware County Planning Commission
1055 E. Baltimore Pike
Media, PA 19063

**Re: DELCORA
Act 537 Sewage Facilities Plan Update**

Ladies and Gentlemen:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pk Kaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@DELCOGOV.onmicrosoft.com
To: planning_department@co.delaware.pa.us
Sent: Thursday, July 2, 2020 12:39 PM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

planning_department@co.delaware.pa.us (planning_department@co.delaware.pa.us)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Planning_Department <Planning_Department@co.delaware.pa.us>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 12:55 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Planning_Department
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 12:37:36 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 12:54:44 PM (UTC-05:00) Eastern Time (US & Canada).



DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
P.O. BOX 999 • CHESTER, PA 19016-0999

DECEMBER 8, 2020

via email: ewoyden@GFNET.com

Edward L. Woyden, Jr., P.E.
Vice President
Gannett Fleming, Inc
1010 Adams Avenue
Audubon, PA 19403-2402

RE: DELCORA Asset Transfer Act 537 Sewage Facilities Plan of Study
Chester County Planning Commission

Dear Mr. Woyden,

DELCORA has transmitted the above reference Act 537 plan to the Chester County Planning Commission on July 1, 2020. As of today, DELCORA has not received any comments from the Chester County Planning Commission in reference to this plan.

Sincerely,

Charles N. Hurst, P.E., BCEE
Director of Engineering

CNH:sjl

cc: P. Kaufman via email: pkaufman@gfnet.com
B. Bonnett via email
S. Labrum via email
File



DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
P.O. BOX 999 • CHESTER, PA 19016-0999

DECEMBER 8, 2020

via email: ewoyden@GFNET.com

Edward L. Woyden, Jr., P.E.
Vice President
Gannett Fleming, Inc
1010 Adams Avenue
Audubon, PA 19403-2402

RE: DELCORA Asset Transfer Act 537 Sewage Facilities Plan of Study
Delaware County Planning Commission

Dear Mr. Woyden,

DELCORA has transmitted the above reference Act 537 plan to the Delaware County Planning Commission on July 1, 2020. As of today, DELCORA has not received any comments from the Delaware County Planning Commission in reference to this plan.

Sincerely,

Charles N. Hurst, P.E., BCEE
Director of Engineering

CNH:sjl

cc: P. Kaufman via email: pkaufman@gfnet.com
B. Bonnett via email
S. Labrum via email
File



DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
P.O. BOX 999 • CHESTER, PA 19016-0999

DECEMBER 8, 2020

via email: ewoyden@GFNET.com

Edward L. Woyden, Jr., P.E.
Vice President
Gannett Fleming, Inc
1010 Adams Avenue
Audubon, PA 19403-2402

RE: DELCORA Asset Transfer Act 537 Sewage Facilities Plan of Study
Chester County Health Department

Dear Mr. Woyden,

DELCORA has transmitted the above reference Act 537 plan to the Chester County Health Department on July 1, 2020. As of today, DELCORA has not received any comments from the Chester County Health Department in reference to this plan.

Sincerely,

Charles N. Hurst, P.E., BCEE
Director of Engineering

CNH:sjl

cc: P. Kaufman via email: pkaufman@gfnet.com
B. Bonnett via email
S. Labrum via email
File

EXHIBIT 11

MUNICIPAL NOTIFICATIONS/COMMENTS RECEIVED



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

John White
Aldan Borough
1 W. Providence Road
Aldan, PA 19018

Dear Mr. White:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: aldanborough@comcast.net
Sent: Thursday, July 2, 2020 9:41 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

aldanborough@comcast.net (aldanborough@comcast.net)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Joe DeVuono, Township Manager
Aston Township
233 Pennell Road
Aston, PA 19014

Dear Mr. DeVuono

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pk Kaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Joe DeVuono <jedevuono@astontwp.net>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 1:49 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Joe DeVuono
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 1:47:43 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 1:50:54 PM (UTC-05:00) Eastern Time (US & Canada).



Gannett Fleming

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July 1, 2020

William Addison, Township Manager
Bethel Township
1092 Bethel Road
Garnet Valley, PA 19060

Dear Mr. Addison:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@betheltp.com
To: township.manager@betheltp.com
Sent: Thursday, July 2, 2020 10:03 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

township.manager@betheltp.com (township.manager@betheltp.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Mary Ellen McKinley, Secretary
Brookhaven Borough
2 Cambridge Road, Suite 100
Brookhaven, PA 19015

Dear Ms. McKinley:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkauferman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: Mary.Mckinley@brookhavenboro.com
Sent: Thursday, July 2, 2020 10:11 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Mary.Mckinley@brookhavenboro.com (Mary.Mckinley@brookhavenboro.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Maryann D. Furlong, Township Manager
Chadds Ford Township
10 Ring Road
Chadds Ford, PA 19317

RE: DELCORA Asset Transfer Act 537

Dear Ms. Furlong:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Ronald Starr, Chief of Staff
Chester City
One Fourth Street
Chester, PA 19013

Dear Mr. Starr:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@chestercity.com
To: rstarr@chestercity.com
Sent: Thursday, July 2, 2020 10:55 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

rstarr@chestercity.com (rstarr@chestercity.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Susan M. Timmins
Chester Heights Borough
222 Llewellyn Road
Chester Heights, PA 19017

Dear Ms. Timmins:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Kaufman, Patricia L.
Sent: Tuesday, August 11, 2020 9:16 AM
To: info@chesterheights.org
Subject: RE: DELCORA Asset Transfer Act 537 Plan Update

Thank you!!!

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

Excellence Delivered As Promised

Gannett Fleming is ISO 9001:2015 Certified.

www.gannettfleming.com | Stay connected: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

PRINTING SUSTAINABILITY STATEMENT: Gannett Fleming is committed to conserving natural resources and minimizing adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only unless clients specifically request hard copies. Visit our [website](#) to read more about our sustainability commitment.

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential information for the use of the named addressee. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited.

From: info@chesterheights.org <info@chesterheights.org>
Sent: Tuesday, August 11, 2020 9:15 AM
To: Kaufman, Patricia L. <pkaufman@gfnet.com>
Subject: RE: DELCORA Asset Transfer Act 537 Plan Update

Patricia,

Just to confirm the borough received this email.

Have a nice day,

Susan Timmins
Secretary/Treasurer
Borough of Chester Heights
info@chesterheights.org
www.chesterheights.org
610.459.3400



From: Kaufman, Patricia L.

Sent: Wednesday, July 22, 2020 9:08 AM

To: info@pocopson.org; manager@ridleyparkborough.org; mpresswood@yeaddonborough.com; gblebold@upperprovidence.org; lfulton@springfielddelco.org; township.manager@betheltwp.com; jedevuono@astontwp.net; snease@newtowntownship.org; finance@sharonhillboro.com; lgentile@marpletwp.com; dfox@easttown.org; secretary@pocopson.org; wmartin@tredyffrin.org; requests@upperdarby.org; rutledgemanager@rutledgepa.org; totaroc@lansdowneborough.com; gcummings@netherprovidence.org; jryan@ridleyparkborough.org; William White <wwhite@radnor.org>; dhurst@prospectparkborough.com; RPoole@MortonPA.org; assistant@millbourneborough.org; secretary@trainerboro.com; dburman@Havtwp.org; bcallahan131@gmail.com; Nicole.whitaker@darbytp.org; assistant@colwynborough.com; johnhewlings@yahoo.com; gneedles@upperchitwp.org; lowerchitwp@comcast.net; mciaich@uplandboro.org; Jeff@Thornbury.org; rosevalleyborough@comcast.net; Jeff Smith <Jeff@mediaborough.com>; vvisoskas@middletowndelcopa.gov; aseroock@concordtownship.org; dzimmerman@chestertownshippolice.org; rstarr@chestercity.com; Mary.Mckinley@brookhavenboro.com; aldanborough@comcast.net; mgr@chaddsfordpa.gov; info@chesterheights.org; djones@eddytownboro.org; cricardo@edgmont.org; aweldon@marcushookboro.org; jasmith@mediaborough.com; office@parksidestownshipdelco.com; dschreiber@tinicumtownshipdelco.com; jperfetti@CLIFTONHEIGHTSPA.gov; markpossenti@comcast.net; Manager@folcroftborough.org; boroughmanager@glenoldenborough.org; jryan@norwood-boro.org; swarthmore2@comcast.net

Cc: Woyden, Edward L. <ewoyden@GFNET.com>; Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>; Labrum, Sara <LabrumS@delcora.org>; Jean Malafronte <jeanm@andrisllc.com>

Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On July 2, 2020, we transmitted the above referenced Act 537 plan to all copied. The plan was sent to initiate the 60 day review by your local Planning Commission in accordance with PADEP rules and regulations. The Plan is also now before the County Planning Commissions and the appropriate Health Departments for their review during these 60 days. A 30 day public comment period established by DELCORA started on July 6, 2020. After the 60 day comment period has expired, we will prepare a final plan and transmit to all applicable municipalities for approval by resolution. A draft suggested copy of the resolution is attached for your use when you receive the final Plan, scheduled for September. A few of you have received the Plan as a courtesy; meaning you have no part of your system served by DELCORA. We will be reaching out to those of you in this category separately.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Debra Zimmerman
Chester Township
1150 Engle Street
Chester, PA 19013

Dear Ms. Zimmerman:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: dzimmerman@chestertownshippolice.org
Sent: Thursday, July 2, 2020 10:57 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

dzimmerman@chestertownshippolice.org (dzimmerman@chestertownshippolice.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



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July 1, 2020

John Perfetti
Clifton Heights Borough
30 S. Springfield Road
Clifton Heights, PA 19018

Dear Mr. Perfetti:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: John Perfetti <jperfetti@cliftonheightspa.gov>
To: Kaufman, Patricia L.
Sent: Wednesday, July 22, 2020 11:56 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: John Perfetti
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Wednesday, July 22, 2020 10:08:08 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Wednesday, July 22, 2020 11:55:37 AM (UTC-05:00) Eastern Time (US & Canada).



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July 1, 2020

John Hewlings
Collingdale Borough
800 MacDade Blvd.
Collingdale, PA 19023

Dear Mr. Hewlings:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
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Kaufman, Patricia L.

From: Microsoft Outlook
To: johnhewlings@yahoo.com
Sent: Thursday, July 2, 2020 11:27 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

johnhewlings@yahoo.com (johnhewlings@yahoo.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



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July 1, 2020

Ieasa Nichols
Colwyn Borough
221 Spruce Street
Colwyn, PA 19023

Dear Ms. Nichols:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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Kaufman, Patricia L.

From: Mail Delivery System <MAILER-DAEMON@spamwall.coursevector.com>
To: assistant@colwynborough.com
Sent: Thursday, July 2, 2020 11:28 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

This is the mail system at host spamwall.coursevector.com.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<assistant@colwynborough.com>: delivery via 34.197.163.239[34.197.163.239]:25:



Messages: 11/11/2020

250 OK id=1jr18V-0004Z1-RT



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July 1, 2020

Amanda Serock
Concord Township
43 S. Thornton Road
Glen Mills, PA 19342

Dear Ms. Serock:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@concordtownship.org
To: aserock@concordtownship.org
Sent: Thursday, July 2, 2020 11:01 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

aserock@concordtownship.org (aserock@concordtownship.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Mark Possenti, BCO
Darby Borough
1020 Ridge Avenue
Darby, PA 19023

Dear Mr. Possenti:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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Kaufman, Patricia L.

From: MARK POSSENTI <markpossenti@comcast.net>
Sent: Monday, July 27, 2020 11:00 PM
To: Kaufman, Patricia L.
Subject: Re: FW: DELCORA Asset Transfer Act 537 Plan Update

Received. Thank you!

Mark Possenti
Borough Manager/Secretary

Borough of Darby
1020 Ridge Avenue
Darby, PA 19023
Phone: 610.586.1102
Fax: 610.534.1987
markpossenti@comcast.net

On 07/27/2020 2:19 PM Kaufman, Patricia L. <pkaufman@gfnet.com> wrote:

Good Afternoon Mark,

Can you please confirm that the e-mail below was received on 7/2/2020.

Thank you,

Patti Kaufman

From: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:28 AM
To: markpossenti@comcast.net
Cc: Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>
Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician

Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403

t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Nicole S. Whitaker
Darby Township
21 Bartram Avenue
Glenolden, PA 19036

Dear Ms. Whitaker:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: Nicole.whitaker@darbytwp.org
Sent: Thursday, July 2, 2020 11:31 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Nicole.whitaker@darbytwp.org (Nicole.whitaker@darbytwp.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



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July 1, 2020

William, Callahan, Manager
East Lansdowne Borough
Emerson and Lexington Avenue
East Lansdowne, PA 19050

Dear Mr. Callahan:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

From: Kaufman, Patricia L.
Sent: Wednesday, July 29, 2020 3:30 PM
To: bcallahan131@gmail.com
Cc: Charlie Hurst (hurstc@delcora.org); Woyden, Edward L.
Subject: DELCORA Asset Transfer Act 537 Plan Update

Dear William,

On July 2, 2020 we transmitted the above referenced Act 537 plan to you. Please note, that this plan was sent to you as a courtesy as the plan will affect your neighboring municipalities. Your municipality does not need to adopt the plan, but we'd encourage you to review and comment. The applicable 30-day comment period closes on August 5, 2020.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Dan Fox
Easttown Township
566 Beaumont Road
Devon, PA 19333

Dear Mr. Fox:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: dfox@easttown.org
Sent: Thursday, July 2, 2020 12:00 PM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

dfox@easttown.org (dfox@easttown.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Dan Fox <dfox@Easttown.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 12:14 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Dan Fox
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:57:12 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 12:13:56 PM (UTC-05:00) Eastern Time (US & Canada).



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July 1, 2020

Dawn Jones
Eddystone Borough
1300 East Twelfth Street
Eddystone, PA 19022

Dear Ms. Jones:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Dawn Jones <djones@eddystoneboro.org>
Sent: Monday, July 27, 2020 11:48 AM
To: Kaufman, Patricia L.
Subject: Re: FW: DELCORA Asset Transfer Act 537 Plan Update

Hello Patricia,

I will forward this to our Planning Commission as this is the first I am seeing this.

Thank you,
Dawn Jones
Borough Manager
Borough of Eddystone

On 2020-07-27 15:16, Kaufman, Patricia L. wrote:

Good Morning,

Can you please confirm that the e-mail below was received on 7/2/2020.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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From: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:02 AM
To: djones@eddystoneboro.org

Cc: Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>

Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician

Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403

t 610.783.3795 | pkaufman@gfnet.com

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Gannett Fleming

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July 1, 2020

Catherine Ricardo
Edgmont Township
1000 Gradyville Road
PO Box 267
Gradyville, PA 19039

Dear Ms. Ricardo:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Catherine Ricardo <cricardo@edgmont.org>
Sent: Monday, July 27, 2020 12:21 PM
To: Kaufman, Patricia L.
Subject: RE: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

Yes, this has been received. The Township is not taking any action on this agenda item at this time.

Catherine Ricardo

Township Manager
Edgmont Township
(P) 610-459-1662 Ext. 203
(F) 610-459-3760
Direct: 610-897-7451
www.edgmont.org

From: Kaufman, Patricia L. <pkaufman@gfnet.com>
Sent: Monday, July 27, 2020 11:38 AM
To: Catherine Ricardo <cricardo@edgmont.org>
Subject: FW: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

Can you please confirm that the e-mail below was received on 7/2/2020.

Thank you,

Patti Kaufman

From: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:05 AM
To: cricardo@edgmont.org
Cc: Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>
Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Andrew Hayman
Folcroft Borough
1555 Elmwood Avenue
Folcroft, PA 19032

Dear Mr. Hayman:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

From: [Kaufman, Patricia L.](#)
To: ddipasquale@folcroftborough.org
Subject: FW: DELCORA Asset Transfer Act 537 Plan Update
Date: Monday, August 10, 2020 3:44:00 PM
Attachments: [Final AD.pdf](#)
[Final Asset Plan report July 2020.pdf](#)
[Transmittal Folcroft Borough.pdf](#)

Good afternoon,

Thank you for getting back to me. Attached is the e-mail I sent to manager@folcroftborough.org on July 2nd.

Please confirm that you received this e-mail. If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com
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From: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:32 AM
To: Manager@folcroftborough.org
Cc: Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>
Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was

reviewed and there are no comments.

If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Brian Razzi
Glenolden Borough
36 Boon Avenue
Glenolden, PA 19036

Dear Mr. Razzi:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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www.gannettfleming.com

No read or delivery receipt received for Glenolden. Left voice mail for Brian Razzi, but no response



Gannett Fleming

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July 1, 2020

David R. Burman
Haverford Township
1014 Darby Road
Havertown, PA 19083

Dear Mr. Burman:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Mail Delivery System <MAILER-DAEMON@dispatch1-us1.ppe-hosted.com>
To: dburman@Havtp.org
Sent: Thursday, July 2, 2020 11:35 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

This is the mail system at host dispatch1-us1.ppe-hosted.com.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<dburman@Havtp.org>: delivery via a2.havtp.org.localhost[50.226.245.162]:25:



Messages: 11 Received

250 Requested mail action okay, completed



Gannett Fleming

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July 1, 2020

Craig Totaro
Lansdowne Borough
12 E Baltimore Avenue
Lansdowne, PA 19050

Dear Mr. Totaro:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@borough.lansdowne.pa.us
To: totaroc@lansdowneborough.com
Sent: Thursday, July 2, 2020 11:36 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

totaroc@lansdowneborough.com (totaroc@lansdowneborough.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Craig Totaro <Totaroc@lansdowneborough.com>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:49 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Craig Totaro
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:35:51 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 11:50:00 AM (UTC-05:00) Eastern Time (US & Canada).



Gannett Fleming

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July 1, 2020

Joseph P. Possenti, Jr.
Lower Chichester Township
1410 Market Street
Linwood, PA 19061

Dear Mr. Possenti:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: lowerchitwp@comcast.net
Sent: Thursday, July 2, 2020 11:24 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

lowerchitwp@comcast.net (lowerchitwp@comcast.net)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Andrew Weldon
Marcus Hook Borough
1111 Market Street
Marcus Hook, PA 19061

Dear Mr. Weldon:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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July 1, 2020

Larry Gentile, Manager
Marple Township
227 S. Sproul Road
Broomall, PA 19008

Dear Mr. Gentile:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@marpletwp.com
To: lgentile@marpletwp.com
Sent: Thursday, July 2, 2020 11:39 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

lgentile@marpletwp.com (lgentile@marpletwp.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Larry Gentile <lgentile@marpletwp.com>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 12:33 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Larry Gentile
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:38:14 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 12:32:35 PM (UTC-05:00) Eastern Time (US & Canada).

Kaufman, Patricia L.

From: Larry Gentile <lgentile@marpletwp.com>
Sent: Thursday, July 2, 2020 11:39 AM
To: Kaufman, Patricia L.
Subject: Automatic reply: DELCORA Asset Transfer Act 537 Plan Update

I am currently of of the office and unavailable until Monday, July 6th. The Municipal Bldg. is CLOSED Friday,, July 3rd. in celebration of Independence Day.



Gannett Fleming

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July 1, 2020

Jeffery A. Smith, Manager
Media Borough
301 N. Jackson Street, 2nd Floor
Media, PA 19063

Dear Mr. Weldon:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Jeff Smith <Jeff@mediaborough.com>
Sent: Thursday, July 2, 2020 11:14 AM
To: Kaufman, Patricia L.
Subject: Automatic reply: DELCORA Asset Transfer Act 537 Plan Update

Thank you for your e-mail. I will be out of the office on Monday, June 29 through Friday, July 3, 2020. I will return to the office on Monday, July 6.

From: Kaufman, Patricia L.
Sent: Wednesday, July 29, 2020 3:34 PM
To: jasmith@mediaborough.com
Cc: Woyden, Edward L.; Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Smith,

On July 2, 2020 we transmitted the above referenced Act 537 plan to you. Please note, that this plan was sent to you as a courtesy as the plan will affect your neighboring municipalities. Your municipality does not need to adopt the plan, but we'd encourage you to review and comment. The applicable 30-day comment period closes on August 5, 2020.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Vince Visoskas, Manager
Middletown Township
P.O. Box 157
Lima, PA 19037

Dear Mr. Visoskas:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@middletowntownship.org
To: vvisoskas@middletowndelcopa.gov
Sent: Thursday, July 2, 2020 11:12 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

vvisoskas@middletowndelcopa.gov (vvisoskas@middletowndelcopa.gov)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



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July 1, 2020

Nancy Baulis, Secretary
Millbourne Borough
9 Park Avenue
Millbourne, PA 19082

Dear Ms. Baulis:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: assistant@millbourneborough.org
Sent: Thursday, July 2, 2020 11:40 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

assistant@millbourneborough.org (assistant@millbourneborough.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

From: Kaufman, Patricia L.
Sent: Wednesday, July 29, 2020 3:33 PM
To: assistant@millbourneborough.org
Cc: Woyden, Edward L.; Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update

Dear Ms. Baulis,

On July 2, 2020 we transmitted the above referenced Act 537 plan to you. Please note, that this plan was sent to you as a courtesy as the plan will affect your neighboring municipalities. Your municipality does not need to adopt the plan, but we'd encourage you to review and comment. The applicable 30-day comment period closes on August 5, 2020.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Robert Poole
Morton Borough
500 Highland Avenue
Morton, PA 19070

Dear Mr. Poole:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: RPoole@MortonPA.org
Sent: Thursday, July 2, 2020 11:41 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

RPoole@MortonPA.org (RPoole@MortonPA.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Gary J. Cummings
Nether Providence Township
214 Sykes Lane
Wallingford, PA 19086

Dear Mr.Cummings:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@netherprovidence.org
To: gcummings@netherprovidence.org
Sent: Thursday, July 2, 2020 11:42 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

gcummings@netherprovidence.org (gcummings@netherprovidence.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Gary Cummings <gcummings@netherprovidence.org>
Sent: Thursday, July 2, 2020 11:42 AM
To: Kaufman, Patricia L.
Subject: Automatic reply: DELCORA Asset Transfer Act 537 Plan Update

As of June 26 i will be semi-retired and will be working substantially reduced hours. In this regard, please contact the office directly to get a prompt response to your email, Thank you.

Gary Cummings

Kaufman, Patricia L.

From: Gary Cummings <gcummings@netherprovidence.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:48 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Gary Cummings
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:41:12 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 11:48:09 AM (UTC-05:00) Eastern Time (US & Canada).



Gannett Fleming

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July 1, 2020

Stephen Nease
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

Dear Mr. Nease:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: Stephen Nease <snease@newtowntownship.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 1:20 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Stephen Nease
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:57:57 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 1:19:53 PM (UTC-05:00) Eastern Time (US & Canada).

Kaufman, Patricia L.

From: postmaster@newtowntownship.org
To: snease@newtowntownship.org
Sent: Thursday, July 2, 2020 11:58 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

snease@newtowntownship.org (snease@newtowntownship.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

John B. Ryan, Jr., Manager
Norwood Borough
10 W. Cleveland Avenue
Norwood, PA 19074

Dear Mr. Ryan:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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Patti Kaufman of GF spoke with Mr. Ryan 8/10/2020 and he confirmed that the plan was received.



Gannett Fleming

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July 1, 2020

Linda Higgins, Secretary
Parkside Borough
27 N. Pennell Road
P.O. Box 157
Lima, PA 19037

Dear Ms. Higgins:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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Kaufman, Patricia L.

From: Borough of Parkside <boroughofparkside@hotmail.com>
Sent: Thursday, August 13, 2020 10:36 AM
To: Kaufman, Patricia L.
Subject: Re: DELCORA Asset Transfer Act 537 Plan Update

Got it, thank you!

From: Kaufman, Patricia L. <pkaufman@gfnet.com>
Sent: Thursday, August 13, 2020 10:33:56 AM
To: boroughofparkside@hotmail.com <boroughofparkside@hotmail.com>
Subject: FW: DELCORA Asset Transfer Act 537 Plan Update

Good Morning Linda,

Attached is the information we discuss earlier.

Can you please confirm that you received this. Thank you for your help.

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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PRINTING SUSTAINABILITY STATEMENT: Gannett Fleming is committed to conserving natural resources and minimizing adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only unless clients specifically request hard copies. Visit our [website](#) to read more about our sustainability commitment.

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential information for the use of the named addressee. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited.

From: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:14 AM
To: office@parksideborough.com
Cc: Charlie Hurst (hurstc@delcora.org) <hurstc@delcora.org>
Subject: DELCORA Asset Transfer Act 537 Plan Update

Good Morning,

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b),

please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

If you have any questions, please let me know.

Thank you,

Patti

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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PRINTING SUSTAINABILITY STATEMENT: Gannett Fleming is committed to conserving natural resources and minimizing adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only unless clients specifically request hard copies. Visit our [website](#) to read more about our sustainability commitment.

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential information for the use of the named addressee. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited.



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July 1, 2020

Susan Simone
Pocopson Township
P.O. Box 1
Pocopson, PA 19366

Dear Ms. Simone:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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Kaufman, Patricia L.

From: Susan Simone <secretary@pocopson.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 12:07 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Susan Simone
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:56:31 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 12:07:29 PM (UTC-05:00) Eastern Time (US & Canada).



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July 1, 2020

Deborah A. Hurst
Prospect Park Borough
720 Maryland Avenue
Prospect Park, PA 19076

Dear Ms. Hurst:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: dhurst@prospectparkborough.com
Sent: Thursday, July 2, 2020 11:44 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

dhurst@prospectparkborough.com (dhurst@prospectparkborough.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

William White
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Dear Mr. White:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@radnor.org
To: William White
Sent: Thursday, July 2, 2020 11:45 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

[William White \(wwhite@radnor.org\)](mailto:wwhite@radnor.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Richard W. Tutak, Jr.
Ridley Park Borough
105 East Ward Street
Ridley Park, PA 19078

Dear Mr. Tutak:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: manager@ridleyparkborough.org
Sent: Thursday, July 2, 2020 11:47 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

manager@ridleyparkborough.org (manager@ridleyparkborough.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Joseph A. Ryan
Ridley Township
100 E. MacDade Boulevard
Folsom, PA 19033

Dear Mr. Ryan:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: jryan@ridleytwp.org
Sent: Thursday, July 2, 2020 11:46 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jryan@ridleytwp.org (jryan@ridleytwp.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Paula W. Healy
Rose Valley Borough
P.O. Box 198
Rose Valley, PA 19065

Dear Ms. Healy:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: rosevalleyborough@comcast.net
Sent: Thursday, July 2, 2020 11:17 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

rosevalleyborough@comcast.net (rosevalleyborough@comcast.net)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Barbarann Keffer
Rutledge Borough
212 Unity Terrace
Rutledge, PA 19070

Dear Ms. Keffer:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: rutledgemanager@rutledgepa.org
Sent: Thursday, July 2, 2020 11:51 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

rutledgemanager@rutledgepa.org (rutledgemanager@rutledgepa.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

William Smith
Sharon Hill Borough
250 Sharon Avenue
Sharon, PA 19079

Dear Mr. Smith:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: finance@sharonhillboro <finance@sharonhillboro.com>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 12:41 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: finance@sharonhillboro
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:51:22 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 12:46:33 PM (UTC-05:00) Eastern Time (US & Canada).

Kaufman, Patricia L.

From: postmaster@sharonhillboro.com
To: finance@sharonhillboro.com
Sent: Thursday, July 2, 2020 11:52 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

finance@sharonhillboro.com

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

J. Lee Fulton
Springfield Township
50 Powell Road
Springfield, PA 19064

Dear Mr. Fulton:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Lee Fulton <lfulton@springfielddelco.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:58 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: Lee Fulton
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:52:11 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 11:58:04 AM (UTC-05:00) Eastern Time (US & Canada).



Gannett Fleming

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July 1, 2020

Jane Billings
Swarthmore Borough
121 Park Avenue
Swarthmore, PA 19081

Dear Ms. Billings:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: swarthmore2@comcast.net
Sent: Thursday, July 2, 2020 2:01 PM
Subject: Relayed: FW: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

swarthmore2@comcast.net (swarthmore2@comcast.net)

Subject: FW: DELCORA Asset Transfer Act 537 Plan Update



FW: DELCORA
Asset Transfer A...



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July 1, 2020

Jeff Seagraves
Thornbury Township
6 Township Drive
Cheyney, PA 19319

Dear Mr. Seagraves:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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The mail system

rbnbn.org; delivery via


info@thejournalofmanagement.com



From: Kaufman, Patricia L.
Sent: Wednesday, July 29, 2020 3:36 PM
To: Jeff@Thornbury.org
Cc: Charlie Hurst (hurstc@delcora.org); Woyden, Edward L.
Subject: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Seagraves,

On July 2, 2020 we transmitted the above referenced Act 537 plan to you. Please note, that this plan was sent to you as a courtesy as the plan will affect your neighboring municipalities. Your municipality does not need to adopt the plan, but we'd encourage you to review and comment. The applicable 30-day comment period closes on August 5, 2020.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

David D. Schreiber
Tinicum Township
97 Wanamaker Avenue
Essington, PA 19029

Dear Mr. Schreiber:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

From: Kaufman, Patricia L.
Sent: Wednesday, July 29, 2020 3:38 PM
To: dschreiber@tinicumtownshipdelco.com
Cc: Woyden, Edward L.; Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Schreiber,

On July 2, 2020 we transmitted the above referenced Act 537 plan to you. Please note, that this plan was sent to you as a courtesy as the plan will affect your neighboring municipalities. Your municipality does not need to adopt the plan, but we'd encourage you to review and comment. The applicable 30-day comment period closes on August 5, 2020.

If you have any questions, please let us know.

Thank you,

Patti Kaufman

#BeHealthyBeSafeBeKind

Patti Kaufman | Principal Environmental Technician
Gannett Fleming, Inc. | 1010 Adams Avenue, Audubon, PA 19403
t 610.783.3795 | pkaufman@gfnet.com

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July 1, 2020

Mark Possenti
Trainer Borough
824 Main Street
Trainer, PA 19061

Dear Mr. Possenti:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c) a 30-day public comment period for the plan is required. DELCORA will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c) in the appropriate local newspaper. We have attached a copy of advertisement for your use.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: secretary@trainerboro.com
Sent: Thursday, July 2, 2020 11:20 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

secretary@trainerboro.com (secretary@trainerboro.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: Secretary@trainerboro.com
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:39 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: secretary@trainerboro.com
Cc: Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: 7/2/2020 11:19 AM

was read on 7/2/2020 11:39 AM.



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July 1, 2020

William Martin
Tredyffrin Township
850 Cassatt Road, Suite 110
100 Berwyn Park
Berwyn, PA 19312

Dear Mr. Martin:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@tredyffrin.org
To: wmartin@tredyffrin.org
Sent: Thursday, July 2, 2020 11:59 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

[wmartin@tredyffrin.org \(wmartin@tredyffrin.org\)](mailto:wmartin@tredyffrin.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Kaufman, Patricia L.

From: William Martin <WMartin@tredyffrin.org>
Sent: Thursday, July 2, 2020 11:59 AM
To: Kaufman, Patricia L.
Subject: Automatic reply: DELCORA Asset Transfer Act 537 Plan Update

I will be out of the office and returning on Monday July 6th. If you need immediate assistance, please call 610-644-1400. Thank you

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July 1, 2020

Michael Ciach
Upland Borough
224 Castle Avenue
Upland, PA 19015

Dear Mr. Ciach:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: Mail Delivery System <MAILER-DAEMON@spamwall.coursevector.com>
To: mciach@uplandboro.org
Sent: Thursday, July 2, 2020 11:22 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

This is the mail system at host spamwall.coursevector.com.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<mciach@uplandboro.org>: delivery via mail.uplandboro.org[3.92.80.108]:25: 250



Messages: 11 Received:

OK id=1jr12W-0000YF-Lz

Kaufman, Patricia L.

From: Michael Ciach <mciach@uplandboro.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:23 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: mciach@uplandboro.org
Cc: Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: 7/2/2020 11:21 AM

was read on 7/2/2020 11:22 AM.

Kaufman, Patricia L.

From: Michael Ciach <mciach@uplandboro.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 3:35 PM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: mciach@uplandboro.org
Cc: Charlie Hurst (hurstc@delcora.org)
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: 7/2/2020 11:21 AM

was read on 7/2/2020 3:33 PM.



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July 1, 2020

George L. Needles, III
Upper Chichester Township
P.O. Box 2187
Upper Chichester, PA 19061

Dear Mr. Needles:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: George Needles <GNeedles@upperchitwp.org>
To: Kaufman, Patricia L.
Sent: Thursday, July 2, 2020 11:25 AM
Subject: Read: DELCORA Asset Transfer Act 537 Plan Update

Your message

To: George Needles
Subject: DELCORA Asset Transfer Act 537 Plan Update
Sent: Thursday, July 2, 2020 11:22:00 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, July 2, 2020 11:23:55 AM (UTC-05:00) Eastern Time (US & Canada).

Kaufman, Patricia L.

From: Mail Delivery System <MAILER-DAEMON@bolt103a.mxthunder.net>
To: gneedles@upperchitwp.org
Sent: Thursday, July 2, 2020 11:23 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

This is the mail system at host bolt103a.mxthunder.net.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<gneedles@upperchitwp.org>: delivery via
east.smtp.mx.exch091.serverdata.net[64.78.24.70]:25: 250 2.0.0 Ok: queued



Messages: 11 loaded

as 1D612E0010



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July 1, 2020

Vincent A. Rongione, Esq.
Upper Darby Township
100 Garrett Road, Room 206
Upper Darby, PA 19082

Dear Mr. Rongione:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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www.gannettfleming.com

Kaufman, Patricia L.

From: Microsoft Outlook
To: requests@upperdarby.org
Sent: Thursday, July 2, 2020 11:56 AM
Subject: Relayed: DELCORA Asset Transfer Act 537 Plan Update

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

requests@upperdarby.org (requests@upperdarby.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Gregory C. Lebold
Upper Providence Township
935 N. Providence Road
Media, PA 19063

Dear Mr. Lebold:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@UpperProvidence.org
To: glebold@upperprovidence.org
Sent: Thursday, July 2, 2020 11:54 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

[glebold@upperprovidence.org \(glebold@upperprovidence.org\)](mailto:glebold@upperprovidence.org)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...



Gannett Fleming

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July 1, 2020

Mironda Presswood
Yeadon Borough
600 Church Lane
Yeadon, PA 19050

Dear Ms. Presswood:

On behalf of DELCORA, we are transmitting an electronic copy of the DELCORA Asset Transfer Act 537 Plan Update for review and comment by your municipal planning commission. In accordance with PA Code Title 25 Chapter 71 §71.31(b), please provide any comments to us within 60 days of this letter. If there are no comments, please provide a letter stating that the document was reviewed and there are no comments.

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If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Kaufman, Patricia L.

From: postmaster@waytek.com
To: mpresswood@yeaddonborough.com
Sent: Thursday, July 2, 2020 11:55 AM
Subject: Delivered: DELCORA Asset Transfer Act 537 Plan Update

Your message has been delivered to the following recipients:

mpresswood@yeaddonborough.com (mpresswood@yeaddonborough.com)

Subject: DELCORA Asset Transfer Act 537 Plan Update



DELCORA Asset
Transfer Act 537...

Comments Received

Aqua Questions and Answers:

1. Who will collect the sewer fees? Will it be AQUA PA through direct billing to individuals like fresh water billing, or to the municipalities?

It is Aqua's understanding that Aldan Borough is part of the Darby Creek Joint Authority (DCJA) and is not directly billed by DELCORA and, therefore will not be directly billed by Aqua for sewer service after closing. Sewer fees will continue to be collected as they are today within the Borough.

2. How frequent will the billing be? Monthly? Quarterly? Something else?

Aqua will not directly bill Aldan Borough for sewer service after closing. Aldan Borough billing will continue to come from DCJA on the same basis that DCJA currently bills Aldan Borough.

3. Will AQUA guarantee 10 years of 3% rate increases for Delaware County customers?

DELCORA established a customer Trust designed to offset increases in rates paid by DELCORA customers to a gradual 3% annually for the life of the Trust. This customer assistance payment from the Trust is proposed to be reflected on the bills Aqua sends to the DCJA.

4. Will AQUA confirm as binding the commitment for the upgrades and capital improvements as outlined in the transfer of assets?

Aqua is committed to completing the capital upgrades in DELCORA's capital plan, including the work necessary to disconnect from PWD.

5. Will the sewer fee rate increases proposed for Delaware County be spread over only PA sewer customers of AQUA? Or will the increases be spread over the freshwater and sewer water customers of AQUA?

Aqua expects, in the future, it will be permitted to spread the cost of service over its entire customer base, primarily allocated to wastewater and a lesser portion to water pursuant to Act 11 of 2012, as authorized by the PA PUC.

6. Will current DELCORA customers be charged only for the proposed improvements to the Delaware County sewer system? Or will current DELCORA customers also be paying for other PA AQUA sewer improvements?

To the extent Aqua is permitted to spread the cost of service of the DELCORA system across the Aqua's entire customer base, it would also then spread only the cost of wastewater service in other areas of the Commonwealth to DELCORA customers. Through the acquisition, DELCORA will become part of a larger overall company with opportunities of spreading costs over a larger customer base.

7. Will DELCORA customers be included in payment of costs for Aqua PA freshwater improvements?

No.

8. Why has the process of the transfer of assets been on such an accelerated schedule?

The proceeding before the PA PUC is on a statutory 6-month review period. Aqua and DELCORA signed an asset purchase agreement in September 2019. DELCORA and Aqua held several public meetings prior to signing the asset purchase agreement with Aqua to provide information to the public.

Aldan Borough Planning Commission

Meeting Minutes July 16, 2020

Members in attendance via Zoom:

Anthony Tartaglia, Chair; Pat Tursi, Vice-Chair; Dan Procopio, Secretary; Kate Blunt, member

Guest: PJ Close, Aldan Borough Engineer Zoom Coordinator: Joe Koperna

The meeting was called to order at 7:31 pm by Chair Tartaglia

The commission discussed the PA Act 537 Plan Update and Asset Transfer from DELCORA (Delaware County's waste water Authority) to AQUA PA (a private fresh and waste water company).

PJ Close gave a history of waste water treatment in Delaware County and the creation of DELCORA in 1971 after the US Environmental Protection Agency (EPA) was established in December of 1970 and the pending US Clean Water Act, passed in 1972, required stricter standards for waste water disposal.

Aldan Borough owns the waste water sewer lines within its boundary and is responsible for their upkeep and maintenance. The disposal and treatment of the waste water was first conveyed to the Darby Creek Joint Authority (DCJA) established in 1938 by two townships and six boroughs in eastern Delaware County and then through DCJA to DELCORA since 1972.

DELCORA has a consent agreement with the PA Department of Environmental Protection (DEP) to improve its waste water outfalls and establish a Long Term Pollution Control Plan (LTPCP). DELCORA estimates that the cost to meet the new standards will be 1.2 Billion Dollars. DELCORA is divided into the Eastern and the Western regions. Western region waste water is treated at DELCORA's Chester plant and those facilities require an estimated 600 Million Dollars in upgrades. Eastern region waste water is treated at Philadelphia's Southwest plant and the sewer line improvement and the agreement with the City of Philadelphia for treatment (through 2028) requires an estimated 600 Million Dollars as well.

Because of the large capital investment involved, DELCORA estimated rate increases of 8 to 10% per year to cover the expense. It is DELCORA's position that sale to AQUA for 276 Million Dollars will eliminate its 66 Million Dollar debt, establish a Consumer Trust Fund of 210 Million Dollars to keep rate increases to 3% per year and utilize AQUA's expertise in construction of fresh and waste water infrastructure.

After discussion of the history and the current status of Aldan's waste water conveyance and treatment, questions were raised about the details of the acquisition plan.

Who will collect the sewer fees: Aqua PA through direct billing to individuals or through municipalities?

Will Aqua guarantee 10 years of 3% rate increases for Delaware County customers or not?

Will Aqua confirm as binding its commitment for the upgrades and capital improvements listed?

Will the Aqua sewer fee rate increases be spread over only their PA sewer customers or over both their PA sewer and fresh water customers?

Will current DELCORA customers be charged only for the proposed improvements to Delaware County's system or for improvements elsewhere in Aqua PA sewer systems?

Will Aqua sewer system customers be included in payment of costs for Aqua PA freshwater improvements?

It was moved by Mr. Procopio and seconded by Mr. Tursi to submit these questions to DELCORA and to AQUA PA for answers prior to the August 20, 2020 Aldan Borough Planning Commission Meeting so that the commission can make an informed recommendation to Aldan Borough Council before its September meeting at which time a resolution will be presented to approve or not approve the DELCORA Act 537 Plan update and the Transfer of Assets to Aqua PA. The motion passed unanimously.

At 8:42 pm Ms. Blunt moved to adjourn, seconded by Mr. Tursi. The motion passed unanimously.

ALDAN BOROUGH PLANNING COMMISSION

ONE WEST PROVIDENCE ROAD

ALDAN, PA 19018

Anthony Tartaglia, Chair

Dan Procopio, Secretary

Pat Tursi, Vice-Chair

Kate Blunt, Member

August 31, 2020

Aldan Borough Council

One West Providence Road

Aldan, PA 19018

Dear Council Members,

As required by law, The Aldan Borough Planning Commission (ABPC) has reviewed the proposed Transfer of Assets and Act 537 plan update from the Delaware County Regional Water Quality Control Authority (DELCORA) to Aqua Wastewater PA (Aqua) initiated in September of 2019 in order to provide a recommendation to Aldan Borough Council. As part of this review the ABPC researched the history of wastewater treatment in Delaware County and the terms of the proposed agreement. The review also included input from the Borough Engineer, PJ Close and a series of questions for Aqua to clarify some issues of concern to the ABPC.

After the Commonwealth of Pennsylvania passed the Clean Streams Act of 1937, which imposed new rules for the treatment and the disposal of waste water, Aldan Borough joined with eleven other municipalities in southeast Delaware County to form the Darby Creek Joint Authority (DCJA) for the purpose of meeting the new requirements. After the creation of the US Environmental Protection Agency (EPA) in 1970 and while the US Clean Water Act (passed in 1972) was pending, Delaware County created DELCORA in 1971 to meet the new and more stringent wastewater regulations. Through an agreement between DELCORA and the DCJA, Aldan Borough is a party to the Transfer of Assets.

The planned Transfer of Assets from DELCORA to Aqua is pending with the PA Public Utilities Commission (PUC). The transfer calls for a payment of \$276 Million from Aqua to DELCORA of which \$66 Million would pay off DELCORA debts and then would create a \$210 Million trust fund to keep rate increases to 3% annually for current DELCORA customers until the fund is depleted.

Currently DELCORA is operating under a consent agreement with the EPA for a Long Term Pollution Control Plan (LTPCP) to upgrade their wastewater treatment facilities. Those facilities are divided into a Western area serviced by DELCORA's Chester wastewater treatment plant and an Eastern area (including Aldan Borough) where wastewater is treated by the Philadelphia Water Department's (PWD) plant in Southwest Philadelphia. DELCORA's estimate to meet the obligations of the LTPCP is \$1.2 Billion over twenty years. To cover those costs DELCORA projects an increase

in sewer rates of 8% to 10% per year for the next ten years and therefore **rates in 2030 are expected to be more than double what they are today**. A large part of those increases would pay PWD for wastewater treatment from DELCORA's eastern area.

In 2013, DELCORA renewed the agreement for wastewater treatment with PWD which now expires in 2028. PWD is also operating under a consent agreement with the EPA to upgrade their wastewater treatment facilities as part of its LTPCP. As part of their consent agreements with the EPA, both PWD and DELCORA must create separate storm sewer and sanitary sewer systems where there are currently combined storm and waste water lines. DELCORA has a mixed system in the City of Chester and the surrounding area, while PWD has large such sections in the City of Philadelphia. A major part of DELCORA's projected growth in treatment costs is the projected PWD fee increases to cover its LTPCP costs.

Prior to renewing DELCORA's agreement with PWD in 2013, DELCORA studied the possibility of expansion for its Chester treatment plant capacity and new transmission piping to handle ALL the wastewater generated in Delaware County in house. According to DELCORA, at that time the cost projections favored renewal of the PWD agreement over new construction. Now, with the EPA consent agreements for LTPCP in place, new construction is considered the better long term option. DELCORA's judgment is that a partner with financial resources and more experience completing such large projects would be the best option to meet the LTPCP. Therefore DELCORA began negotiations with Aqua for a transfer of assets in 2019.

Act 12 of 2016 allows the sale of municipal utility systems (gas, electric, wastewater and fresh water) to for profit corporations and allows the assets to be valued at full sale price not the depreciated value as was done previously. Also, Act 11 of 2012 (the ACT) allows costs to be spread over all similar customers of companies in the state **"so long as the companies are wholly owned by a common parent company"**. Thus improvements to the DELCORA system would be shared by other Aqua owned PA wastewater companies. Conversely, DELCORA customers would share in the improvement costs of other Aqua owned wastewater companies in PA.

The Act also provides that **"A utility that provides water and wastewater service shall be exempt from this subsection upon petition of a utility to combine water and wastewater revenue requirements. The commission, when setting base rates, after notice and an opportunity to be heard, may allocate a portion of the wastewater revenue requirement to the combined water and wastewater customer base if in the public interest."** Therefore as indicated by Aqua's reponse to ABPC questions **"Aqua expects, in the future, it will be permitted to spread the cost of service over its entire customer base, primarily allocated to wastewater and a lesser portion to water pursuant to Act 11 of 2012, as authorized by the PA PUC"**.

It should be noted, that at the time the agreement was reached between DELCORA and Aqua in late 2019, Aqua had purchased wastewater systems in PA with only 30,000 customers. DELCORA's system services approximately 165,000 customers. After considering all information from its research and the answers provided by Aqua, the ABPC unanimously recommends to Aldan Borough Council to NOT APROVE a resolution in favor of the Transfer of Assets from DELCORA to Aqua for the following reasons:

Aqua and DELCORA have not adequately demonstrated a long term benefit to member municipalities.

The Transfer of Assets is filled with uncertainties and open end commitments for member municipalities.

The ability of Aqua to spread the costs of improvements to and expansion of wastewater systems to other PA customers of wastewater and potentially fresh water systems means that **current DELCORA municipalities will share unknown costs of present AND future Aqua wastewater acquisitions**.

8/31/2020 ABPC letter to Aldan Borough Council regarding DELCORA Asset Transfer: Page 3

While DELCORA as a state authority is a non-profit, **Aqua is a FOR PROFIT company** with the primary obligation to increase value and profit for its shareholders

As currently chartered, DELCORA's board is appointed for varying terms by members of the Delaware County Council, a locally elected body. There is no guarantee of ANY LOCAL representation on Aqua's board.

The proposed trust fund to offset rate increases for current DELCORA customers to no more than 3% annually is not guaranteed to last for the ten year term listed in the proposed agreement. **If Aqua is unable to spread the costs to other customers in PA, the trust fund would only last for four years at projected needed increases.**

Included in our discussions but not amongst the reasons for our decision, is the fact that there are pending lawsuits to stop the Transfer of Assets and to dissolve DELCORA filed by the Delaware County Council. The results of these actions are uncertain as to outcomes and timelines.

For the reasons listed and for other uncertainties not clear at this time it is the unanimous recommendation of the Aldan Borough Planning Commission for the Aldan Borough Council to pass a resolution at the September Council Meeting to object to the planed Transfer of Assets from DELCORA to Aqua, PA. Should you need additional information regarding this matter please contact us.

Sincerely,

Anthony Tartaglia, Chair

Aldan Borough Planning Commission

Attached; Minutes of July, 16, 2020 ABPC Meeting

Questions to and Answers from Aqua

Cc Carman Maniaci, Mayor

John White, Borough Manager

PJ Close, Borough Engineer

Peter Amuso, Borough Solicitor

Thomas Morse, Aldan Representative to DCJA

Peggy Rankin, Borough Treasurer

Donna Alston, Aqua PA



FRANK G. MURPHY, Chairman

SAMANTHA REINER, Vice Chair

NOELLE M. BARBONE, Supervisor

Gannett Fleming, Inc
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2402

August 17, 2020

Dear Mr. Woyden:

As per PA Code Title 25 Chapter 71 §71331(b), Chadds Ford Township Planning Commission reviewed the DELCORA Asset Transfer Act 537 Plan Update on Wednesday, August 12, 2020. The Commission has no comments or questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Tammi Maciolek'.

Tammi S. Maciolek
Chadds Ford Township Planning Commission Secretary

PLANNING COMMISSION MEETING

Wednesday, August 12, 2020, 7:00 PM

AGENDA

CALL TO ORDER: PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

PUBLIC COMMENT-Non-Agenda Items

APPROVAL OF MINUTES

Planning Commission Meeting Minutes, Wednesday, July 8, 2020

NEW BUSINESS

Mercedes-Benz of West Chester- SALDO/ CU/ Zoning Map Amendment
Review of Aqua.Delcora Act 537 Plan Revision

OLD BUSINESS

Zoning Code Chapter Updates

Article XXI Additional Regulations
Article XXII Zoning Hearing Board
Article XIX Off Street Parking and Loading
Article XX Buffer Areas
Article XXIII Enforcement
Distribution of Article II Definitions, for future work

PUBLIC COMMENT

ADJOURNMENT



BOROUGH OF CHESTER HEIGHTS

222 Llewelyn Road
P. O. Box 658
Chester Heights, PA 19017
610.459.3400

August 31, 2020

Charles N. Hurst, P.E., Director of Engineering
DELCORA Administration Building
100 East Fifth Street
Chester, PA 19013

Re: Act 537 Plan – DELCORA transfer to Aqua

We are currently in receipt of your July 2, 2020 request for comments for your Act 537 Plan for the transfer of DELCORA to Aqua Pennsylvania Wastewater Inc. We offer the following comments and requests for clarifications to the Act 537 plan:

1. What are the list of assets being sold? (Treatment plant, pump stations, collection systems and which ones exactly)
2. A text listing of each municipality within each service area and the planning area should be added to clarify the mapping in exhibit 3. The public sewer area within Chester Heights Borough should be updated on Exhibit 3 to show the proper SWDCMA service area, as it currently appears incorrect.
3. While the plan lists the sale price of DELCORA to Aqua at \$276,500.00, the net sale proceeds should be estimated in the plan after consideration for paying off debts and any other acquisition costs.
4. Responsibility for costs for the Long Term Control Plan should be clarified. Will these costs be spread out among all customers or only those hydraulically connected? Details of anticipated costs for all future required upgrades should be presented along with how they are planned to be funded.
5. Responsibility for costs related to existing Aqua sewer systems should be clarified in the plan. Will Delaware County residents become responsible for costs outside of Delaware County, but within Aqua's service area?
6. Details of the DELCORA Customer Trust should be added to the plan along with details of which customers will benefit from the proposed offset of future bill increases. What are the projected cost savings for each customer? Who will control and maintain the Trust? What type of investments will the trust be funded within?

7. Details regarding the future of the DELCORA Board, decision making, and incorporation of Aqua into such, should be clarified within the plan.
8. Page 11 - The number of homes within Chester Heights Borough that are serviced by public sewer appears to be incorrect and should be verified with SWDCMA.
9. Page 11- SWDCMA should be listed as a sewer authority servicing Aston, Middletown, and parts of Chester Heights and parts of Upper Chichester.
10. DELCORA is requested to provide a sample Act 537 Plan resolution to assist in Council's further review of the plan.
11. Page 16 - Please clarify the projected future EDU calculations for Chester Heights Borough. The future 8 EDUs shown, appear to be from growth projections from the Delaware Valley Regional Planning Commission for the Borough, however, we know that an approved Townhouse development, known as Rose Hill, would add 35 EDUs total, likely in the next 5 years.
12. Page 16 - Please clarify the projected future Flow calculations for Chester Heights Borough. The future flow of 16,800 GPD does not compute with the projected 8 EDUs listed. Where does this flow total come from? A total of 35 townhomes + 8 standard growth EDU's = 43 EDU's would be expected within the next 5 years at 262.5 GPD per EDU.

If you have any comments or questions, please feel free to contact me at the number above.

Sincerely,



Susan Timmins, Secretary/Treasurer
Chester Heights Borough

cc: Borough Council
Jerry Montella, Esq.
Matthew Houtmann, P.E., Borough Engineer
Michael J. Ciocco, P.E., Borough S.E.O.

Minutes of the Planning Commission of Haverford Township

Meeting held on Thursday, August 13, 2020, at 7:00pm in the Commissioners' Meeting Room and Via Telecommunication 1014 Darby Road, Havertown, Pa. 19083.

BOARD MEMBERS PRESENT:

Angelo Capuzzi, Chairman
Chuck Reardon, Vice Chairman
Jesse Pointon, Secretary
Robert Fiordimondo, Absent
E. David Chanin
Maggie Dobbs
Jack Garrett

ALSO PRESENT:

Chuck Faulkner, Township Engineer, Pennoni Associates
Kelly Kirk, Zoning Officer and Community Development

Mr. Capuzzi calls the meeting to order 7:02 p.m.

Ms. Kirk calls roll.

Mr. Capuzzi leads The Pledge of Allegiance

Sleepy Valley Holdings, LLC. Preliminary/Final Minor Subdivision Plan Greenbriar Lane-D.C. FolioNo. 22-09-01348-00

Continues review of the proposed subdivision of an existing, undeveloped parcel (adjacent to 201 Greenbriar Lane) into two (2) lots. The existing parcel contains a net lot area of 32,046 square feet, resulting in the creation of a 15,971 square foot parcel (Lot 1), and a 16,075 square foot parcel (Lot 2). The subject property is zoned R-5 (Low-Medium Residential), and is located in the 1st Ward.

Presented for the project: Vincent Sposato - Christopher Yohn, Civil Engineer
Plans have been resubmitted from the previous 2 reviews.

Mr. Yohn presented the 3rd review letter of August 12, 2020, from The Township Engineer, Pennoni Associates.

Mr. Yohn stated the letter was reviewed with Chuck Faulkner, Pennoni Assoc.

Item #1 Steep Slopes, additional locations on Lot 2 need to be designated as steep slope. The total steep slope disturbance on Lot 2 is close to the 15% limit of steep slope disturbance. This comment should be resolved without issue.

Item #2 Questionable title issue will be resolved prior to the final plan submission. The ownership of the area in question will be shown as belonging to the adjacent property owner.

Item #3 An approved Pennsylvania Department of Environmental Protection Sewage Facilities Planning module or exemption is required and are waiting on approvals RHM, DELCORA and from the City of Philadelphia. When all the letters are received, they will be submitted as a complete package.

Item #4 Driveway reconfiguration to Lot 1 - will be revised to reduce the width to 25' and adding a turning movement for a car to pull out.

Item #5 Tree removal, Mr. Yohn stated that he believed the report from the Certified Arborist regarding the 13 trees to be removed was forwarded to the Shade Tree Commission however since that time two neighbors expressed concerns to Mr. Sposato and the Arborist has been to the location two more times and has issued 2 new reports. The reports will need to be sent to the Shade Tree Commission. Paul Davit (Shade Tree Commission member present) had not seen any plans for the project.

Item #7 Impervious coverage will comply. Lot 2 has existing detached structure adding to the square footage. The plans will be revised to show what each lot was designed for and what the future amounts are.

Item #8 Uncontrolled drainage will be in compliance.

Item #9 Locations of level spreaders, will show some regrading on the high side of the wall to be sure that runoff reaches the swale on the lower side of the lot.

Item #12 Monuments will be added at title areas.

Item #13 The proposed chimneys on both properties will have a maximum overhang of 18".

Item #14 A note shall be provided indicating the dedication of the additional right-of-way proposed for Greenbriar Lane.

Ms. Dobbs asked for confirmation regarding the shade tree being moved to one property.

Next Shade Tree Commission meeting will be August 24, 2020. 8 copies of the plan and arborist report are to be submitted by August 17th.

Mr. Capuzzi made a motion that the proposed minor subdivision of Sleepy Valley Holdings, LLC. be recommended to the Board of Commissioners for final approval subject to the following conditions:

- 1) All comments in the August 12, 2020 Township Engineer review letter are addressed to the Township's satisfaction.
- 2) The metes and bounds of the right-of-way proposed for dedication to the Township be added to the record plan.
- 3) Move the shade trees 2' from the property line.
- 4) Two waivers the applicant is requesting regarding location of storm drainage facilities within 400 feet of the site and the minimum caraway width of 27 feet be approved.

Seconded by Mr. Reardon.

Unanimously approved.

Proposed Ordinance Amendment Review/Recommendation, Chapter 170, Trees Shade Tree Commission

A review of the amendments to the existing Shade Tree Ordinance proposed by the Haverford Township Shade Tree Committee, as requested by the Board of Commissioners for consistency with requirements of the Subdivision and Land Development Ordinance (Chapter 160.)

Attending and presenting on behalf of The Shade Tree Commission were Board of Commissioners member Gerald Hart and Shade Tree Commission member Paul Davit.

The Planning Commission reviewed and discussed the proposed amendments to **Code Chapter 170-Trees** and made several recommendations to the Shade Tree Commission for their consideration; including revisions to definitions, when permitting should be required for tree pruning, supporting the fee in lieu of inability to replant, the clarification of a tree in the-right-of-way and a tree that overhangs into the right-of-way.

Ms. Kirk read two public comments received:

Marion Golf Course,
Paul Latshaw, CGCS, Director of Golf Course Operations
Paula Kelly, CCM, CCE, General Manager/COO

-In full support of protecting healthy trees and appreciate allowance for hardship in the ordinance. Some healthy trees do compete with the golf course turf which is the primary focus of the course.

Llanerch Country Club,
Brendan Byrne, COO of External Activities/GCS

-Would like to see a variance for golf courses from the ordinance due to unique circumstances they face.

No official recommendations were made.

Ms. Kirk will forward the letters to the Shade Tree Commission and Board of Commissioners.

**DELCORA Asset Transfer-Act 537 Plan Update
Planning Commission Review and Comments**

Public-to-private wastewater disposal system transfer to Aqua PA.

The Delaware County Regional Water Quality Control Authority (DELCORA) is preparing an Act 537 Plan Update for the entire service area. This Plan is to address the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

Chuck Faulkner, Pennoni Associates, began with the explanation of DELCORA.

The Delaware County Regional Authority, operates in the area, it receives sewage from Haverford Township as well as other municipalities. Their purpose is conveyance and treatment of sewage; servicing 40-60 million gallons a day.

DELCORA has made an agreement with AQUA to sell the system. The DEP requires that the planning aspects of this process be reviewed to evaluate all the alternatives and, with this, receives input from all the municipalities.

DEP is looking for specific input from the Planning Commission regarding the sale.

The Township sewage facilities drain towards two watersheds; Darby Creek Basin and Cobbs Creek Basin. DELCORA services the Darby Creek Basin and that services approximately 1\3 of Haverford Township. The other 2\3 goes through Upper Darby and directly to the City of Philadelphia.

With the Darby Creek Basin, sewage from Haverford Township first goes to the RHM Sewer Authority which owns interceptors along Darby Creek, discharging to interceptors owned by Darby Creek Joint Authority and eventually to DELCORA's Pumping Stations and pumped to the City of Philadelphia's wastewater treatment plant.

When a sewer module is sought, there are many entities that must sign off.

Haverford Township owns their own sanitary sewer system and the planning aspects that will not change post sale with DEP approval. The only change would be when a

planning module is submitted and needs capacity sign-off, the approving entity would change from DELCORA to AQUA.

DELCORA, in order to avoid costly maintenance to the old system, would like to sell.

Mr. Capuzzi stated the Haverford Township Planning Commission has no official comments and no public comments were received. There is, however, one inconsistency in the wording of the proposed Resolution; the reference to the selected plan should be Alternative #2 (not Alternative #1).

Ms. Kirk will notify DELCORA.

Mr. Capuzzi motioned to approve the July 9th minutes as distributed with changes, seconded by Mr. Pointon. Unanimously approved.

Next scheduled meeting September 10, 2020, 7:00pm.

Mr. Capuzzi motioned to adjourn, Mr. Reardon seconded. All in favor.

Meeting adjourned at 8:34pm.



Borough of Lansdowne

12 East Baltimore Avenue
Lansdowne, PA 19050
(610) 623-7300
Fax: (610) 623-5533
www.lansdowneborough.com

Anthony Campuzano
Mayor

Craig Totaro
Borough Manager

Mr. Robert Willert
Executive Director
DELCORA
100 East Fifth Street
Chester, PA 19013

September 2, 2020

Re: Proposed Sale of DELCORA

Dear Mr. Willert,

Lansdowne is in receipt of the plan title "DELCORA Asset Transfer Act 537 Plan Update."

The Borough of Lansdowne is a tributary community of sewage flow to the DELCORA system, via the Delaware County Joint Authority's interceptor along Darby Creek. Our system is comprised of more of less 26 miles of sanitary sewer main, including approximately 665 manholes. There are no combined systems of sanitary and storm flow in Lansdowne. Thusly, there are no Combined Sewer Overflows, which are one of the core issues for both Philadelphia and DELCORA, causing the Federal and State Regulators to impose heavy mandates to reduce, remove or eliminate these elements of the systems.

DELCORA and Philadelphia are not alone, there are roughly 800 other cities in the United States that are managing or retiring these systems, which were commonplace in the eighteen and nineteen centuries when they were installed. Washington, D.C. has active systems that receive storm and sanitary flow from the properties of the White House, the Capital Building and the Supreme Court.

Our research indicates that major cities like Boston, New York, Philadelphia, Baltimore, Washington, D.C. and Chicago each have Consent Orders with the EPA and have all developed different strategies to eliminate or reduce the burden of these systems. Some have adopted local “rain” taxes or impact fees to help provide funding for the necessary remediation. The policy makers in Boston have decided to incur over five (\$5) billion dollars in debt to be served over an extended period in lieu of fees, taxes, or service charges. Philadelphia has opted to implement a long-term green city program to prevent stormwater from entering the system. Washington, D.C. expanded its plants to treat the heavy loads, and is installing a system of massive underground tunnels to bypass the rivers in the area.

To meet and pay for these costs DELCORA has proposed to sell its system to Aqua and to set aside the proceeds from the sale in a Rate Stabilization Fund.

Local reporting indicates County government opposes this sale and suggests the County has moved to stop the impending sale of the DELCORA facilities to Aqua. Decision makers on both sides must consider the following:

Questions to answer for the impact on Lansdowne:

1. What is the impact of potential rate changes to the residents of Lansdowne Borough?
The text of the plan did not provide adequate background data, models or pricing projections that would warrant the decision to sell to Aqua. Without such projections it is impossible to determine whether the sale makes solid, logical sense.
2. Why was there no auction or bidding process for the sale of DELCORA system? It does not appear to our reviewers that this transaction follows the standard or statutory requirements for the sale of municipal or quasi-municipally owned property.
3. How was the overall sale price determined? The plan did not appear to be any concepts of models of the Fair Market Value of the DELCORA or Present Worth Estimation of the future cash flows of the system.
4. Have all funding options been exhausted? Our state receives over thirty (\$30.7) billion a year from federal sources, as evidenced in the PA state budget, given the mandates that initiated this process are a reaction to federal requirements, has any lobbying been performed? With the CARES Act, Pennsylvania received an additional \$2.9 billion, \$700 million injected into our local Philadelphia area regional planning organization. Given the current circumstances, DELCORA may be permitted to adopt a longer-range plan to repair, remediate or eliminate the infrastructure (CSO's) that were installed prior to any environmental laws or regulations.
5. What is the environmental impact of the CSOs? How detrimental is the current system on the health of the Chester Creek and Delaware River? How does it compare to fellow cities with CSOs?

Comments to consider in-lieu of the Sale to DELCORA Option:

1. Baltimore was successful in renegotiating its Consent Order and Decree from federal regulators since the feasibility of selling to a larger organization was impossible and the burdens of funding were overwhelming.
2. Few projects nationwide have received necessary federal funding for these remediation projects, apart from Washington, D.C., which also imposed a local household fee on its population. Philadelphia adopted a similar fee to fund its \$100 million a year stormwater expenses. All these cities have been levied fines by the EPA, which almost ironically would be better spent investing in the problems they purport to resolve.
3. With the creation of the EPA in 1970 and passing of the Clean Water Act in 1972, state and federal government required the improvement and upgrading of plants to a secondary treatment process. DELCORA was born from the requirement to retire the Central, Darby Creek, RHM and other municipal plants to create regional pump stations and large-scale force mains. The era also began the negotiations with Philadelphia for treatment for the eastern Delaware County service areas. Our research found that, at the time, the representatives at the federal level were able to match local funding by 50%. Local industrial leaders contributed significantly which help develop the city's strength as producer of goods, services, and creator of jobs.
4. A study of the funding mechanisms for large scale transportation infrastructure will reveal the creation of the MPO's in the 1960s, concurrent with the gas tax. These Metropolitan Planning Organizations (MPOs) provide the long-range capital plans for projects in the member Counties in the order of billions of dollars for metropolitan regions. Our local MPO is the Delaware Valley Regional Planning Commission. A considerable portion of this funding is Federal. Septa's Capital plan alone, in full build out, is over nine (\$9) billion dollars. As the CSO's effect watercourses, navigation and commerce, we cannot help to think that this is also an appropriate venue to channel funding into these projects in Delaware County & Philadelphia.

On September 3, 2020 Lansdowne Borough Council voted unanimously to respond to DELCORA with the letter. Borough officials are open to receiving response to these questions and comments in the form and format DELCORA deems appropriate. For any clarification or other follow up please feel free to reach out directly to Craig Totaro Borough Manager at totaroc@lansdowneborough.com.

Sincerely,

Benjamin Hover
President Lansdowne Borough Council

Lansdowne Borough Council

BUSINESS MEETING

August 5, 2020

APPROVED MINUTES

The Lansdowne Borough Council Business Meeting was held remotely via teleconference on Wednesday, August 5, 2020, 7:00 p.m. Members present: President Hover, Ms. Byrne, Ms. English, Ms. James, Mr. Holt and Ms. Taylor. Excused: Mr. Schleigh (vacation). Also present: Mayor Campuzano, Borough Solicitor Scott, Borough Manager Totaro, Borough Secretary Henry, Borough Engineer Matson and Police Chief Donegan.

President Hover opened the meeting with the Pledge of Allegiance, led by Mayor Campuzano.

The Mayor asked for a moment of silence in memory of State Representative Nicholas Micozzie, who passed away last week. A resolution honoring him will be read during this meeting. The Mayor commented that "Lansdowne lost a true friend and supporter".

The Mayor also asked for a moment of silence in memory of two Lansdowne Fire Company volunteers: (1) Robert Wentzel, who joined the volunteer group at age 16 and whose family has been the backbone of the Lansdowne Fire Company volunteers for many years; and (2) Robert Cope, a longtime member of the Fire company who dedicated many years of service to Lansdowne and the Fire Company.

All Borough Council meetings are being held virtually until further notice.

Agenda: Ms. Byrne moved to approve the agenda. Ms. Taylor seconded. Vote: unanimous.

Reports:

Solicitor's Report: Mr. Scott had no formal report.

Borough Manager's Report: Mr. Totaro provided updates on last night's major storm as follows:

1. There was flooding at many intersections and has now subsided, leaving moderate damage in Hoffman Park. Some of the damage is beyond the borough's ability to remedy and is not covered by insurance. However, if the County damage reported is extensive enough, the borough will apply for funding to remediate some of that work involving the fencing and a section of the Gateway Slope trail.
2. The storm water and sanitary sewers held up pretty well during the storm. The lines have been cleared and the street sweeper was used for two days. There is grant money available if needed through FEMA and PEMA.
3. Some electricity outages were reported.
4. Ms. English noted there appeared to be some undermining of the basketball court in Hoffman Park and asked if the borough engineer could inspect it. Mr. Totaro indicated that all of Hoffman Park is in a flood plain and undermining happened in several places. Precautionary safety cones are in place and a contractor will be out to review all damages. No engineer is necessary.

5. Ms. Taylor asked if any funds could be used to restore storm damaged items since a state of emergency has been declared due to Covid-19. Mr. Totaro commented that all counties become the unit of measure and gross damage reports will be submitted for estimates. The aggregate threshold is \$2 million. Ms. Taylor asked how a resident would notify the borough of any personal damage and does an insurance company report become part of the county report. Mr. Totaro was unclear on this answer but noted residents with private insurance are liable for any storm damage. Solicitor Scott concurred, adding that the borough can recover its own overtime costs and expenses when there is a declaration of emergency that qualifies but it is not the distributor to privately insured property owners.
6. The sanitation schedule ran as normal and all routes were completed but some areas did not comply with recycling.

Police Chief's Report – Chief Donegan reported police responded to several storm related issues: downed trees, flooded roads, power outages and traffic congestion. One officer was trapped for several hours in his vehicle due to live downed wires but he was not harmed. Chief Donegan commented that the police, Fire Company, fire police and sanitation crew did an excellent job working together to prevent further damage and problems. Chief Donegan added that the department is looking into de-escalation training. He has contacted some local organization who will come out to do the training. East Lansdowne might also host the training for a few nights in conjunction with Lansdowne. More information will be available at next week's Public Safety Committee meeting.

Ms. Taylor asked if there were any contingency plans for handling increased traffic on Lansdowne Avenue generated by Darby Borough's Main Street flooding issues. Chief Donegan commented that Lansdowne Avenue is a state road and if used, detour routes are posted for the side roads. However, due to the severity of the flooding yesterday, all areas were flooded with no access routes.

Borough Engineer's Report – Mr. Matson reported on two updates:

1. He attended the Zoning Hearing Board meeting regarding Lansdowne Theater concerns and advocated for the borough concerns. On July 23, 2020, the Zoning Hearing Board granted the necessary relief and accepted the terms and conditions of the borough. A land development plan has been submitted and reviewed and will go to the Planning Commission for next week's meeting.
2. He has drafted a letter for Mr. Totaro's review regarding what Lansdowne is advocating for related to Delcora's sale to Aqua under Act 35 plan. Mr. Scott expanded on the process, indicating that Lansdowne has not had a lot of land developments in the past several years. When an additional footprint is made for a commercial building, they are required to submit land developments plans to the borough and County Planning Commissions, who will make recommendations to Borough Council and reviewed if they comply with subdivision ordinance. This needs to be done within 90 days of applying for the subdivision ordinance.

Fire Company Report – No report provided.

Mayor's Report – The Mayor reported on several items as follows:

1. He spoke to Fire Chief Russell on storm related matters; Chief Russell reported that all was going well.

2. Drive through and walk up Covid-19 testing for residents will be held in the Highland Avenue parking lot as follows:

August 11	10 a.m. – 4 p.m.
August 12	Noon to 5:30 p.m.
August 13	10 a.m. to 4 p.m.

The testing is for all residents age 12 and over. A nasal swab and PCR test kit will be used. The testing is free of charge for residents without health insurance. There will be no out of pocket costs or co-pay for residents with private insurance. Results will take about 5-7 business days. Priority testing will be given to essential first responders, health care employees, grocery workers, etc. and those over age 65. All residents should wear masks.

3. The Mayor thanked the police, fire and sanitation personnel for all their hard work yesterday during the storm. Hoffman Park was moderately damaged and Penn Dot will clear out the limbs from Darby Creek at Baltimore and Scottsdale Road.

4. No news has yet been received on a shredding event. The Mayor spoke to East Lansdowne Mayor Dukes, who would like to participate again. The Mayor will also reach out to the DA's office for funding help and electronic recycling will be offered as well. The plan is to hold the event in October and further information will be posted on the borough web site.

President's Report: President Hover thanked the Mayor for his part in leading rebuilding efforts in Hoffman Park after Hurricane Floyd many years ago that helped mitigate last night's storm damage. President Hover echoed the Mayor's thanks to the police, fire and highway sanitation personnel as well as the EMS squad and volunteers.

Events held:

July 26 – Liberia Independence Day. President Hover thanked attendees Ms. James, Congresswoman Mary Gay Scanlon, Dr. Monica Taylor, Mayor Campuzano, Ms. Taylor, Ms. Byrne and the two Lansdowne residents who first brought this day to Borough Council's attention.

July 29 – Public Safety Forum – It was a successful event attended by numerous residents. Minutes will be available on the webs site after approval by Borough Council. President Hover thanked all who participated in the event giving special thanks to Mayor Campuzano. Ms. Taylor, Ms. Byrne, Mr. Holt, Mr. Scott, Chief Donegan and Mr. Totaro. President Hover felt that residents now understood the process better through this forum and hoped to hold another one in the fall.

The Public Safety Committee will discuss the questions raised at the forum regarding police body cams and the new Technology Committee. President Hover indicated there should also be an explicit "duty to intervene" policy for discussion as well. Mr. Schleigh is working on an ordinance dealing with public health and concerns in the schools and the borough's responsibility for appointing a health officer.

August 10 – Ecuador Day in Lansdowne.

President Hover reminded residents to fill out the census. Ms. Byrne commented on the importance of this, as the results affect infrastructure, how much funding is received from the Federal government, how much representation the borough has in the Federal Government, school funding, how many hospitals we have for funding and also includes redistricting outcomes. Funding is decreased by \$2,000 per person for every non-responding resident. Ms. Byrne noted that the census can be completed by mail, phone or

online and takes less than 10 minutes to fill out. It is also in 59 languages and help will be provided for those needing it. Enumerators will be out at the end of the month to help complete the census. President Hover encouraged residents to send a letter of interest if wanting to take part in any aspect of Lansdowne's governance.

OLD BUSINESS:

1. Resolution of DELCORA Act 537 Plan Update: Mr. Holt deferred to Borough Engineer Kevin Matson to explain the Act and how the borough should move forward. Mr. Matson indicated the resolution was taken out of a draft document published July 1, 2020 called The Act 537 Plan for Delcora. That Plan comes up with one central action: Delcora wants Aqua to buy it and is asking affected towns to adopt a resolution agreeing with the sale idea. The Process of Plan will give towns an opportunity to comment and send in questions about the effect on rate payers and how this would affect the health of the region's environment if the operations are not handled properly. Mr. Matson felt the resolution was a "bit unfair" regarding the timeline given for responses. He gave his professional opinion: "it is premature to adopt this Resolution because of the lack of due diligence in warranting the sale and not enough homework was done to justify a sole source for buying Delcora". He felt it should either be tabled for additional comments, flatly adopted and move forward or not adopt it at the present time. Mr. Holt recommended not adopting the resolution and to move forward with very direct questioning by the Borough Engineer, Borough Manager and Borough Council. There was a consensus among Borough Council to take Mr. Holt's suggestion. Mr. Holt noted that Lansdowne's Plan 537 is fairly stable and will remain so regardless of whether or not the sale goes through, so there is no rush to adopt it.

Ms. Byrne asked why a motion for sale was necessary since the borough was not orchestrating the sale. Mr. Scott commented that a motion is not required to approve the sale but it provides an opportunity to review the agreement for merit. Mr. Matson added that it would be very difficult to coordinate 49 municipalities to vote in favor without any questions or comments. There is no jurisdictional mandate to get a specific number of municipalities to agree, so it will not affect the DEP's decision if the vote is not unanimous.

Ms. Taylor asked the DEP's purpose and Delcora's classification. Mr. Matson noted that the Department of Environmental Protections ("DEP") is a federal regulatory agency that also has involvement at the national level and with the Department of Justice due to enforcement issues in their consent orders and long term capital plans. Delcora is an independent municipal authority created by Delaware County in 1975. It is not a profit generating entity but wants to be sold as a for profit organization that is answerable to shareholders.

2. Stewart Avenue drop off – President Hover recused himself from the discussion (his son attends the Lansdowne Friends School) and turned the discussion over to Ms. Byrne. Ms. Byrne noted that the Community Relations Committee has looked at speeding issues on Stewart Avenue near Friends School. Chief Donegan recommended making the traffic one way going west on a permanent basis (away from Lansdowne, going toward Owen). This will allow consistency for residents on that street to park in the same direction and make it easier for parents to drop off the students. Ms. English thought the original plan was from Owen up, not from Lansdowne down and questioned the traffic congestion if 15 cars or so are dropping off. Chief Donegan noted that the congestion issue would happen regardless of the direction but cars will now be parked on the West Stewart Avenue side of Simpson Gardens along the curb, allowing more safety for students exiting on the passenger side. Friends School wanted the traffic going toward Owen Avenue and West Stewart is not a state road that would need approval. Ms. English noted that the fire company representatives were absent during the discussions with the Public Safety Committee and on fire calls they follow Stewart to Owen to avoid Lansdowne Avenue traffic. She asked

if anyone notified the fire company before reaching this decision. Mayor Campuzano “understands their concerns” but supports Chief Donegan’s decision as the best possible solution to help stop the speeding issues along Stewart Avenue and provide more safety to children. Ms. Byrne added that Covid 19 testing for each incoming student will be handled by a parent or teacher’s aide and not at curbside. Staggered drop off times will also be considered to help ease any traffic congestion. President Hover asked if the ordinance needs to be altered or can the original one be changed. Mr. Scott indicated a motion to advertise was necessary and he will have it ready for the next Borough Council meeting.

NEW BUSINESS:

1. **State Representative Nicholas Micozzie** – President Hover read the Resolution in full honoring Representative Micozzie and his many years of service to the community. It will be made into a plaque and presented to the Micozzie family with the Mayor’s signature. President Hover added that the Historic Lansdowne Theater Corporation and many other institutions in Lansdowne had greatly benefited from Rep. Micozzie’s work.
2. **Technology Committee** - President Hover has been in consultations with Mr. Holt about chairing this new Committee and asked Mr. Schleigh to take over as Chair of the Infrastructure Committee. Mr. Holt’s new committee will be looking at processes and developing necessary changes and upgrades to technology to insure that Lansdowne has the resources and infrastructure to accommodate an ever changing world regarding Wi-Fi, body cams for police and certain types of surveillance equipment. The Mayor thanked Mr. Holt for his service on the Infrastructure Committee, noting that the new sanitation changes were a testament to his hard work.
3. **Body Cameras** – President Hover commented this issue came up repeatedly during the public safety forum resident questions. Ms. Taylor commented that creating the Technology Committee is great timing and these cameras will be a great asset for the public safety of residents and officers. Chief Donegan is looking into quotes for the equipment and will provide them at the next Public Safety Committee meeting.
4. **Junior Council Person** – President Hover indicated that efforts continue to procure a Junior Council person and a resolution will soon be ready for advertising.
5. **PA #811** – Mr. Holt explained this is “Awareness of Trenching” month and all PA fire houses are being asked to join PA 811 and display “Call 811 before your dig” on their marques on National 811 Day (August 11). Ms. Taylor asked the background for 811. Mr. Holt commented it is a one call system where you should call 811 before digging or trenching on a property to avoid hitting an electrical or sewer line. President Hover commented that there will be a resolution declaring August 11, 2020 as National 811 Day in the borough. Ms. Taylor asked if it was the responsibility of the borough or fire house to put out the message. Mr. Scott noted it is the borough’s publicity mechanism to educate people about calling 811 first before digging. There is no cost to advertise. President Hover commented this action item will be in perpetuity next year as a resolution.

Public Comment – Ms. Byrne moved to Suspend Roberts Rules of Order. Ms. Taylor seconded. Vote: unanimous.

Visitors:

1. Jennifer Plum – W. Greenwood Ave. Regarding police body cams: has anyone done research to see if they are effective and will it be a big cost. President Hover indicated that research is currently being done in Committee to present costs in terms of initial purchase and continued purchases and whether or not they are needed.

Ms. Byrne moved to reinstate Roberts Rules of Order. Ms. English seconded. Vote: unanimous.

Action Items:

1. Ms. James moved to authorize payment of bills for the period. Ms. English seconded. Vote: unanimous.
2. Ms. James moved to advertise for the issuance of debt to service equipment lease for 2 sanitation vehicles. Ms. Byrne seconded. **Discussion:** Mr. Totaro explained that this is for one fixed rate lease and one adjustable rate lease for two new trash trucks. The adjustable rate lease could be retired at debt if the borough is awarded a recycling grant in the next two to three months. Vote: unanimous.
3. Mr. Holt moved to execute traffic signal maintenance agreement with Signal Services. Ms. English seconded. Vote: unanimous.
4. Mr. Hover moved to establish a Technology Committee of Borough Council. Ms. Byrne seconded. Vote: unanimous.
5. Mr. Hover moved to adopt Resolution 2020-17 honoring State Representative Nicholas Micozzie. Ms. Byrne seconded. Vote: unanimous.
6. Mr. Hover moved to adopt Resolution 2020-18 authorizing participation in the Junior Council Person Program. Ms. Byrne seconded. Vote: unanimous.
7. Ms. Taylor moved to have traffic change from two way to one way going west on Stewart Avenue toward Owen Avenue. Ms. Byrne seconded. The motion carried with four ayes (Ms. Byrne, Ms. James, Mr. Holt and Ms. Taylor), one nay (Ms. English) and one abstention (Mr. Hover, whose son attends the Friends School).
8. Mr. Holt moved to designate August 11, 2020 as National 811 day in Lansdowne. Ms. English seconded. Vote: unanimous.

Executive Session – Ms. Byrne moved to adjourn to Executive Session at 8:32 p.m. to discuss personnel issues. Mr. Hover seconded. Vote: unanimous.

Public Session: Upon reconvening to Public Session, the following motion was made:

Ms. Taylor moved to enter into a Memo of Understanding with the FOP re: restored leave time for Officer Parker. Ms. Byrne seconded. Vote: unanimous.

Adjourn - Ms. Byrne moved to adjourn the meeting. Ms. English seconded. Vote: unanimous. The meeting adjourned at 8:48 p.m.

Respectfully submitted,

Barbara Ann Henry
Borough Secretary

Township of Lower Chichester
1410 Market Street
P.O. Box 1255
Linwood, PA 19061
610-485-1472

August 31, 2020

VIA EMAIL ONLY

ewoyden@gfnet.com

Edward L. Woyden
Vice President
Gannett Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403

RE: Lower Chichester Township Comments pursuant to July 1, 2020 Requested
Review of DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Woyden,

On July 2, 2020 the Lower Chichester Township ("Township") received an email from Patricia Kaufman of Gannett Fleming transmitting your letter dated July 1, 2020 requesting review and comments within 60 days regarding the DELCORA Asset Transfer Act 537 Plan Update ("DELCORA Plan"). This letter is provided in response.

At a duly advertised public meeting on August 17, 2020 the Township Commissioners and the Township Planning Commission reviewed the DELCORA Plan. The Township Commissioners previously authorized opposing the DELCORA Plan and the filing of the attached August 7, 2020 Protest of Lower Chichester Township in the matter "Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 507, 1102 and 1329 of the Public Utility Code for, inter alia, approval of the acquisition of the wastewater system assets of the Delaware County Regional Water Quality Control Authority" currently before the Pennsylvania Public Utility Commission and docketed at Docket No. A-2019-3015173. See Exhibit A attached hereto and incorporated herein (11 pgs.). We understand that you will be transmitting these comments to the Pennsylvania Department of Environmental Protection ("DEP") and we especially want DEP to be advised that no provision has been made for the treatment of the Township's sewage if this transaction proceeds.

The Township Commissioners and the Township Planning Commission jointly submit the following comments regarding the DELCORA Plan:

1. The Township comments only address the Act 537 Plan requirements for the sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc. These comments do not address the anticipated changes to the Western Service Area.
2. The Township is unable to confirm the information in Section 7.4 Municipal Enforcement of the DELCORA Plan. The Township has insufficient information to accurately respond to the information in Section 7.4 Municipal Enforcement, specifically the relationship between DELCORA, Aqua and the Township regarding such items as Lateral Repairs, Fats, Oils and Grease Enforcement, Illicit/Illegal Connections and Industrial Permitting. The Township would like to know what changes are being proposed in the transition from DELCORA to Aqua and how will these changes affect the Township. The Township is reviewing Section 7.4 Municipal Enforcement in more detail and may provide further comments.
3. On April 12, 1977 Township of Lower Chichester entered into an agreement with DELCORA ("Agreement").

In 1999 Upper Chichester Township passed a Resolution assigning rights to the Southern Delaware County Authority for connections from Upper Chichester Township that are tied into the Lower Chichester Township system. This was solely an Upper Chichester Resolution that does not speak in any way for the Lower Chichester Township's interests regarding past agreements to these tie ins.

4. Exhibit 3, page 29, of the DELCORA Plan indicates that the Township is served by Southern Delaware County Authority. No part of the Township conveyance system flows through the Southern Delaware County Authority system, yet the DELCORA Plan indicates that it does. The DELCORA Plan is incorrect. The majority of the Township system flows directly to DELCORA through a siphon under the railroad. A small portion of the Township sewage is collected by lines owned by the Township, flowing into and treated by New Castle County Delaware. This area is in the Southwest portion of the Township. There are a few individual houses and businesses along Naamans Creek Road that are tied directly into the Southern system via lateral connections but the statement in the DELCORA Plan that the Township conveys to a local Joint Authority such as Southern is grossly inaccurate.

Paragraph three above references an Upper Chichester Resolution which does not speak in any way for the Township's interests regarding past agreements to these tie ins.

5. The Township has insufficient information to evaluate Exhibit 7 "Schedule 4.09 Real Property and Easements, Liens" of the DELCORA Plan. Additionally, Exhibit 7 fails to include land rights.

Two properties are noted in Exhibit 7 in the Township:

- One is a pump station at "1500 Naamans Creek Road". Although located in the Township, it is a Southern Delaware County Authority asset.
- The second is a "Gravity Main in Morton Avenue". This appears to be no different than all of the conveyance mains in the Township and it is unclear what specific or different rights DELCORA may have to this main versus the rest of the Township system and should be clarified by Gannett Fleming.

Exhibit 7 does not include the Yates Avenue pump station owned by the Township.

6. Neither DELCORA nor Aqua has provided the Township with reliable information on future rates and impact to rate payers. The Township does not have enough information from either DELCORA or Aqua to accurately calculate the rate increase(s). Aqua estimates that the first rate increase to the Township, as a Western region wholesale customer, would be 12.55%. Based on Aqua's history in other acquisitions, the Township would expect that projected increase to be just the first of many rate increases that would adversely affect the Township and its retail customers. In order for the Township to more accurately assess the DELCORA Plan it would be helpful to have a 10-year projection of the impact to rate payers if the system is sold versus if the system is retained by DELCORA. Without this information the Township cannot accurately respond.

In summary, the Township is opposed to the DELCORA Plan as currently set forth and opposed to the proposed transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc. for the following reasons:

- A. DELCORA does not have the legal right to transfer the property used to serve the Township under the April 12, 1977 Agreement between the

Township of Lower Chichester and DELCORA without the Township's consent, which consent has not been given;

B. DELCORA does not have the legal right to transfer the Agreement to Aqua without the Township's consent, which consent has not been given;

C. There is no contract or agreement between the Township and Aqua, and the Township has not agreed that DELCORA can assign the Agreement or any other agreements to Aqua, therefore Aqua's request to file and have the Commission approve the Agreement between the Township and DELCORA is a nullity;

D. It is not consistent with the public convenience and necessity for Aqua to acquire the assets and contracts of DELCORA; and,

E. The acquisition of DELCORA's assets and contracts by Aqua would not provide an affirmative benefit to the public, but rather it would be detrimental to the public including the Township and its retail customers; and,

F. For all other reasons set forth in the attached August 7, 2020 Protest of Lower Chichester Township. See Exhibit A.

As currently constituted the DELCORA Plan would harm rather than help the provision of sewer services in the Township. Please advise the DEP of these concerns.

Thank you.

Sincerely,

/s/ Joseph P. Possenti

**Joseph P. Possenti, Jr.
Township Administrator**

*Submitted on behalf of the Lower
Chichester Township Board of
Commissioners & the Lower Chichester
Township Planning Commission*

Cc: Charles Hurst hurstc@delcora.org
Patti Kaufman pkaufman@gfnet.com

SCOTT J. RUBIN

ATTORNEY • CONSULTANT

333 OAK LANE • BLOOMSBURG, PA 17815 • (570) 387-1893 • SCOTT.J.RUBIN@GMAIL.COM

August 7, 2020

Rosemary Chiavetta, Secretary
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg PA 17105-3265

Re: Application of Aqua Pennsylvania Wastewater,
Inc. pursuant to Sections 507, 1102, and 1329 of
the Public Utility Code for, inter alia, approval of
the acquisition of the wastewater system assets of
the Delaware County Regional Water Quality
Control Authority, Docket No. A-2019-3015173

Dear Secretary Chiavetta:

Enclosed for filing in the above-referenced proceeding please find the Protest of Lower
Chichester Township.

This document is being served on the Attorney General of Pennsylvania, in accordance
with 71 P.S. § 732-204.

This document also is being served on the Administrative Law Judge and all parties of
record. The document was filed electronically with the Commission on this date.

Sincerely,



Enclosure

cc: Joshua Shapiro, Attorney General of Pennsylvania
Angela Jones, Administrative Law Judge
All parties of record

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Aqua Pennsylvania Wastewater,	:	
Inc. pursuant to Sections 507, 1102 and 1329 of	:	
the Public Utility Code for, inter alia, approval of	:	
the acquisition of the wastewater system assets of	:	Docket No. A-2019-3015173
the Delaware County Regional Water Quality	:	
Control Authority	:	

PROTEST OF
LOWER CHICHESTER TOWNSHIP

Pursuant to 52 Pa. Code §§ 5.51, *et seq.*, Lower Chichester Township (“Lower Chichester”) hereby files a Protest to the Application of Aqua Pennsylvania Wastewater, Inc. (“Aqua”) to acquire the assets of Delaware County Regional Water Quality Control Authority (“DELCORA”) and to begin providing service to DELCORA’s customers. In support of this Protest, Lower Chichester states as follows:

1. Lower Chichester is a first class township in Delaware County, Pennsylvania, with its principal place of business at 1410 Market Street, P.O. Box 1255, Linwood, PA 19061.
2. Lower Chichester provides wastewater service to residential, commercial, government, and industrial customers within the township’s boundaries.
3. Lower Chichester collects wastewater from its customers and transports the wastewater to DELCORA for treatment.
4. Lower Chichester is a wholesale customer of DELCORA in DELCORA’s Western Service Region.

5. Lower Chichester will be represented in this case by, and all documents should be served upon its attorney:

Scott J. Rubin
333 Oak Lane
Bloomsburg, PA 17815
Phone: (570) 387-1893
Mobile: (570) 850-9317
e-mail: scott.j.rubin@gmail.com

6. Lower Chichester transports wastewater to DELCORA for treatment pursuant to the terms of a contract entered into by Lower Chichester and DELCORA on April 12, 1977. The contract is attached to the Application as Exhibit F84 and is referred to herein as "the Contract."

7. The term of the Contract is 45 years from the original date of the Contract, renewable by mutual consent of the parties for an additional term of 50 years. Exhibit F84, Section 8.10. The current term of the contract, therefore, runs until April 11, 2022.

8. Under the terms of the Contract, DELCORA has certain obligations, including but not limited to obligations to accept Lower Chichester's wastewater flows (so long as the flows meet DELCORA's quality standards) and maintain DELCORA's facilities in accordance with regulatory requirements. Exhibit F84, Sections 2.02 and 6.01.

9. DELCORA's obligations cannot be assigned without the consent of Lower Chichester. Exhibit F84, Section 8.13.

10. Lower Chichester has not consented to DELCORA's assignment of the Contract to Aqua.

11. Aqua has no right to file the Contract with the Commission under Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, as if it were a contract between Aqua and

Lower Chichester, since Lower Chichester has not consented to the assignment of the Contract by DELCORA.

12. Under the terms of the Contract and DELCORA's rate schedules, Lower Chichester has made capital contributions to DELCORA, some of which paid for existing DELCORA facilities and some of which are being held by DELCORA to pay for the construction of facilities in the future.

13. On information and belief, Lower Chichester avers that a substantial amount of the capital contributed by Lower Chichester to DELCORA to fund future capital improvements is being held by DELCORA in cash or cash equivalents. Specifically, according to DELCORA's audited financial statement for the year end December 31, 2019, DELCORA had cash and cash equivalents at year-end 2019 totaling more than \$103 million.

14. The Asset Purchase Agreement between Aqua and DELCORA (Exhibit B1 to the Application) states that Aqua will not receive any of the cash or cash equivalents held by DELCORA. Exhibit B1, section 2.02.

15. Neither the Asset Purchase Agreement nor (to the best of Lower Chichester's knowledge) any other agreement makes any provisions to refund Lower Chichester's capital contributions to Lower Chichester.

16. To the best of Lower Chichester's knowledge, the calculation of the net original cost of DELCORA's plant is based on the original cost of the plant less accumulated depreciation, without considering contributions from Lower Chichester or other DELCORA customers. See Application ¶ 22.

17. Aqua estimates that the first rate increase to Lower Chichester, as a Western region wholesale customer, would be 12.55%.

18. Based on Aqua's history in other acquisitions, Lower Chichester would expect that projected increase to be just the first of many rate increases that would adversely affect Lower Chichester and its retail customers.

19. Based on information and belief, Lower Chichester avers that there would be little or no need for a rate increase under Aqua ownership if Aqua gave Lower Chichester full credit for the contributions Lower Chichester has made to DELCORA and with which DELCORA has purchased the property, plant, and equipment included in Aqua's purported rate base for the Western wholesale service area.

20. Lower Chichester understands that Section 1329(d)(5) of the Public Utility Code, 66 Pa. C.S. § 1329(d)(5), purports to permit Aqua to ignore the contributions of Lower Chichester and other customers to the value of the property proposed to be acquired by Aqua.

21. Section 1329(d)(5) was enacted on April 14, 2016, effective June 13, 2016, as part of Act 12 of 2016.

22. To the extent that Section 1329(d)(5) is interpreted to permit Aqua to ignore the value of property contributed by Lower Chichester to DELCORA, then Section 1329(d)(5) would unconstitutionally impair DELCORA's obligations to Lower Chichester under the Contract (which predated the enactment of Act 12 by almost 30 years), in violation of Article I, Section 17, of the Pennsylvania Constitution ("No ex post facto law, nor any law impairing the obligation of contracts, or making irrevocable any

grant of special privileges or immunities, shall be passed.”). Pa. Const. art. I, § 17 (emphasis added).

23. Lower Chichester submits this Protest to oppose the proposed transaction for the following reasons:

A. DELCORA does not have the legal right to transfer the property used to serve Lower Chichester under the Contract without Lower Chichester’s consent, which consent has not been given;

B. DELCORA does not have the legal right to transfer the Contract to Aqua without Lower Chichester’s consent, which consent has not been given;

C. There is no contract or agreement between Lower Chichester and Aqua, and Lower Chichester has not agreed that DELCORA can assign the Contract or any other agreements to Aqua, therefore Aqua’s request to file and have the Commission approve the agreement between Lower Chichester and DELCORA in Exhibit F84 is a nullity and cannot be approved under 66 Pa. C.S. § 507;

D. It is not consistent with the public convenience and necessity for Aqua to acquire the assets and contracts of DELCORA, in violation of 66 Pa. C.S. §§ 1101, *et seq.*;

E. The acquisition of DELCORA’s assets and contracts by Aqua would not provide an affirmative benefit to the public, but rather it would be detrimental to the public including Lower Chichester and its retail customers, in violation of the standards enunciated by the courts in *City of York v. Pa. PUC*, 295 A.2d 825, 828 (Pa. 1972) (the Public Utility Code “requires that the proponents of a merger demonstrate that the merger will affirmatively promote the ‘service, accommodation, convenience, or

safety of the public' in some substantial way") and *McCloskey v. Pa. PUC*, 195 A.3d 1055 (Commw. Ct. 2018), appeal denied, 207 A.3d 290 (Pa. 2019); and

F. The proposed application of Section 1329(d)(5) of the Public Utility Code would deprive Lower Chichester of the benefit of the Contract and impair the rights of Lower Chichester under the Contract in violation of Pa. Const. art. I, § 17.

24. Counsel consents to the service of documents by electronic mail at the email address listed above, as provided in 52 Pa. Code § 1.54(b)(3).

WHEREFORE, Lower Chichester respectfully requests the Commission to deny the Application, prevent DELCORA from transferring to Aqua the property used to provide service to Lower Chichester; prevent DELCORA from transferring its obligations under the Contract to Aqua; find that there is no contract between Lower Chichester and Aqua; find that the proposed transaction does not promote the service, accommodation, convenience, or safety of the public in some substantial way; if the transaction is approved, require Aqua to give credit to Lower Chichester for the value of property contributed by Lower Chichester to DELCORA; find that the application of 66 Pa. C.S. § 1329(d)(5) to the facts and circumstances of this case would be a violation of

Art I, § 17 of the Pennsylvania Constitution; and grant such other relief as is warranted under the circumstances.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott J. Rubin". The signature is fluid and cursive, with the first name "Scott" and last name "Rubin" clearly distinguishable.

Scott J. Rubin, Esq.
Pa. Supreme Court ID: 34536
333 Oak Lane
Bloomsburg, PA 17815
scott.j.rubin@gmail.com
(570) 387-1893

Counsel for:
Lower Chichester Township

Dated: August 7, 2020

VERIFICATION

I, Joseph P. Powell Jr., the Township Secretary of
Lower Chichester Township, Delaware County, Pennsylvania, hereby state that the facts above
set forth are true and correct to the best of my knowledge, information and belief, and that I
expect to be able to prove the same at a hearing held in this matter. I understand that the
statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn
falsification to authorities).

Date: August 5, 2020

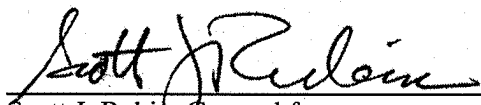


CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Protest upon Joshua Shapiro, Attorney General of Pennsylvania, Strawberry Square 16th Floor, Harrisburg, PA 17120 Attn: Civil Law Division, in accordance with 71 P.S. § 732-204, due to the Protest's challenge to the constitutionality of 66 Pa. C.S. § 1329(d)(5).

August 7, 2020

Date



Scott J. Rubin, Counsel for
Lower Chichester Township

I hereby certify that I have this day served a true copy of the Protest of Lower Chichester Township, upon the following parties by electronic mail. Service by first-class mail will be provided to any party that requests such service.

Alexander R. Stahl
Aqua Pennsylvania
762 W. Lancaster Ave.
Bryn Mawr, PA 19010
astahl@aquaamerica.com
Representing Aqua PA Wastewater

Thomas Niesen
Thomas Niesen & Thomas LLC
212 Locust St., Suite 302
Harrisburg, PA 17101
tniesen@tntlawfirm.com
Representing Aqua PA Wastewater

Thomas Wyatt / Matthew Olesh
Obermayer Rebmann Maxwell & Hippel LLP
1500 Market St., Suite 3400
Philadelphia, PA 19102
thomas.wyatt@obermayer.com, matthew.olesh@obermayer.com, angela.swavely@obermayer.com
Representing DELCORA

Gina Miller / Erika McLain
Pa. Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265
ginmiller@pa.gov, ermclain@pa.gov
Representing Bureau of Investigation & Enforcement


Christine Hoover / Erin Gannon / Santo Spataro / Harrison Breitman
Office of Consumer Advocate
555 Walnut St., 5th Fl.
Harrisburg, PA 17101
choover@paoca.org, egannon@paoca.org, sspataro@paoca.org, hbreitman@paoca.org
Representing Office of Consumer Advocate

Erin Fure / Daniel Asmus
Office of Small Business Advocate
555 Walnut St., 1st Fl.
Harrisburg, PA 17101
efure@pa.gov, dasmus@pa.gov
Representing Office of Small Business Advocate

Adeolu Bakare / Robert Young / Kenneth Stark
McNees Wallace & Nurick LLC
PO Box 1166
Harrisburg, PA 17108-1166
abakare@mwn.com, lcharleton@mwn.com, kstark@mcneeslaw.com, dnaftziger@mcneeslaw.com
Representing Delaware County

Kenneth Kynett / Charles Miller
Petrikin, Wellman, Damico, Brown & Petrosa
109 Chesley Dr
Media, PA 19063
kdk@petrikin.com, cgm@petrikin.com
Representing Edgmont Township

August 7, 2020
Date



Scott J. Rubin, Counsel for
Lower Chichester Township

PLANNING COMMISSION

-Minutes-

The Marcus Hook Planning Commission met on Thursday evening, August 6, 2020 in the Municipal Building.

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL

Present were Planning Commission members Larry Killinen, Michael Manerchia, Carol Sparks, and Stacy Yates.

Also attending the hearing were Councilors Cheryl Evernham, Paula Ewing, Josephine Laird, Borough Manager Andrew Weldon, and Borough Resident Malcolm Yates.

APPROVAL OF MINUTES

Motion by L. Killinen second by C. Sparks to dispense with the reading of the minutes of the February 16, 2017 meeting and accept the minutes as written. All in favor.

ADVERTISEMENT

The meeting was advertised in the July 30, 2020 edition of the Daily Times.

SELECTION OF OFFICERS

Motion by M. Manerchia second by C. Sparks to nominate Larry Killinen as Chairman. All in favor.

Motion by C. Sparks second by L. Killinen to nominate Stacy Yates as Vice-Chairman. All in favor.

Motion by S. Yates second by C. Sparks to nominate Michael Manerchia as Secretary. All in favor.

NEW BUSINESS

Review DELCORA's Act 537 Plan Update

M. Manerchia informed everyone in attendance that Aqua America is a publically traded company traded on the New York Stock Exchange.

Manager Weldon provided a background to the Planning Commission of Act 537, what it entails, and why it was enacted. Manager Weldon then went through the Act 537 Plan, DELCORA Asset Transfer Plan Update which was prepared on behalf of the Borough of Marcus Hook to give everyone in attendance an idea as to why this update was prepared.

L. Killinen noted that different townships maintain their own sewer systems, Larry asked if each municipality will continue to maintain their own system. Manager Weldon noted that each municipality has a different agreement with DELCORA; the Borough of Marcus Hook's system is owned by DELCORA so the

understanding would be that the Borough's system would be conveyed to Aqua and they would take over maintenance and repair responsibilities of the sanitary sewer system.

Next, M. Manerchia and Manager Weldon explained the different components of the Marcus Hook sanitary sewer system to the Planning Commission: it is comprised of underground piping as well as two pumping stations; one at Market Square Memorial Park and one next to Walnut Street. M. Manerchia noted that the pumping stations are antiquated and he expressed his concern that repairs and replacement of these might be put on the bottom of the list.

L. Killinen provided a letter to the Planning Commission that was sent from DELCORA to all of their customers in June, 2020 that explained how the customer trust would be used to help offset any rate increases to try to keep them to around 3%. It also explained how all of the DELCORA staff would be retained during the transition of assets to Aqua.

M. Manerchia questioned if there was a way DELCORA or Aqua (not specified) would be able to put into escrow the funds needed to replace the two pump stations in the Borough of Marcus Hook.

The Planning Commission discussed the following as specific comments/questions they had regarding this plan update:

- 1) DELCORA has a detailed presentation of the sale to Aqua, including the need to pay for extensive improvements to the system. This should be provided to the Borough of Marcus Hook and Marcus Hook Planning Commission.
- 2) The Plan does not directly mention that the Marcus Hook sanitary system is being acquired by Aqua.
- 3) Customer Billing: it is assumed that residents are currently billed quarterly. Will the billing frequency change? i.e. water bills are monthly, not quarterly.
- 4) Regarding the DELCORA Customer Trust: this is a fund set up with the money received from the sale of the DELCORA assets. The fund is to be used to offset short-term rate increases. i.e. limit the rate increases to a fixed percentage. More detail is needed on who maintains and controls the fund. i.e. fund investment, distribution, and administration.
- 5) Maintenance: since the sanitary sewer system in the Borough is owned and maintained by DELCORA, it is assumed that Aqua will take over the system. The Plan mentions that DELCORA will maintain laterals to the curb in some municipalities. It does not indicate which municipalities that applies. This should be clear for the Borough of Marcus Hook.
- 6) How long is the projection for no rate increase, or limited rate increases?
- 7) Will there be underlying surcharges for construction work that may be required for the municipal system, separate from normal rate increases? Further, will improvement costs for each municipality be passed directly on to that municipality's rate payers, or will the entire County/service area absorb those costs?

S. Yates noted that she believed the comments we previously read as well as the points we brought up are sufficient.

RECOMMENDATION/COMMENTS

As noted above, the Marcus Hook Planning Commission has the following comments/questions relating to the Act 537 Plan, DELCORA Asset Transfer Plan Update:

- 1) DELCORA has a detailed presentation of the sale to Aqua, including the need to pay for extensive improvements to the system. This should be provided to the Borough of Marcus Hook and Marcus Hook Planning Commission.
- 2) The Plan does not directly mention that the Marcus Hook sanitary system is being acquired by Aqua.

- 3) Customer Billing: it is assumed that residents are currently billed quarterly. Will the billing frequency change? i.e. water bills are monthly, not quarterly.
- 4) Regarding the DELCORA Customer Trust: this is a fund set up with the money received from the sale of the DELCORA assets. The fund is to be used to offset short-term rate increases. i.e. limit the rate increases to a fixed percentage. More detail is needed on who maintains and controls the fund. i.e. fund investment, distribution, and administration.
- 5) Maintenance: since the sanitary sewer system in the Borough is owned and maintained by DELCORA, it is assumed that Aqua will take over the system. The Plan mentions that DELCORA will maintain laterals to the curb in some municipalities. It does not indicate which municipalities that applies. This should be clear for the Borough of Marcus Hook.
- 6) How long is the projection for no rate increase, or limited rate increases?
- 7) Will there be underlying surcharges for construction work that may be required for the municipal system, separate from normal rate increases? Further, will improvement costs for each municipality be passed directly on to that municipality's rate payers, or will the entire County/service area absorb those costs?

ADJOURNMENT

Motion by L. Killinen second by M. Manerchia to adjourn. All in favor. Meeting was adjourned at 7:55 PM.

Respectfully submitted,

Andrew Weldon
Borough Manager

Board of Commissioners

Joseph A. Rufo, President
Daniel D. Leefson, Vice President
Robert Knapp
Robert Fortebuono
John J. Lucas
John R. Longacre, II
Michael K. Molinaro

Lawrence J. Gentile
Township Manager

Sharon L. Angelaccio
Township Secretary

J. Adam Matlawski, Esq.
Township Solicitor



227 South Sproul Road
Broomall, PA 19008-2397
www.marpletwp.com

Therese Staquet
Treasurer

Kathleen M. Yanoshak
Controller

Edward E. O'Lone, CPA
Director of Finance

Joseph C. Romano
Director of Code Enforcement

William Creighton
Director of Public Works

Joseph A. Mastronardo, P.E.
Township Engineer

Brandon M. Graeff
Superintendent of Police

September 4, 2020

MRPL 0500

Edward L. Woyden, Vice President
Gannet Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403

**RE: DELCORA Asset Transfer Act 537 Plan Update
Township of Marple**

Dear Mr. Woyden:

We have reviewed the "Act 537 Plan – DELCORA Asset Transfer Plan," prepared by Gannett Fleming, dated July 1, 2020 and provided to all municipalities within the DELCORA Service Area. On behalf the Marple Township Planning Commission, we offer no comments.

If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mastronardo".

Joseph A. Mastronardo, PE
Senior Engineer
PENNONI ASSOCIATES INC.
Township Engineer

JAM/adg

cc: Larry Gentile, Township Manager (via email)
Adam Matlawski, Esq., Township Solicitor (via email)
Charles Hurst, PE, DELCORA (via email)
Patricia Kaufman, Gannet Fleming, Inc. (via email)

BOROUGH OF MORTON

500 Highland Avenue
Morton, PA 19070
610-543-4565 • Fax 610-543-8392
www.mortonpa.org

August 28, 2020

Edward L. Woyden, Vice President
Gannett Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2402

RE: DELCORA Asset Transfer Act 537 Plan Update Review
Morton Borough

Dear Mr. Woyden:

In response to your letter dated July 1, 2020, the Morton Borough Planning Commission met on August 11 to review the draft DELCORA Asset Transfer Act 537 Plan Update. Their comments were forwarded to the Borough Council who approved forwarding them as submitted to Gannett Flemming.

Attached are the comments/questions from the Planning Commission that we would like to be included in the Act 537 Plan review process.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,



Robert J. Poole
Borough Manager

Enclosure

MORTON PLANNING COMMISSION
MEETING 8/11/2020 7PM

Agenda: Ordinance updating the Regulation of Swimming Pools.
Clarifying Projections that are permitted into side yards.
Clarifying the Standards For when a Use & Occupancy Permit
is required

- * DELCORA/AQUA PA SALE/PURCHASE
- * DOGGIE STATIONS

In Attendance: Charles J. Lillicrapp, Jr.,
Joseph Deeseey
Michael Lee
Charles Catania, Catania Engineering, Borough Engineer
Absent: Carl Ewald, Esq. Morton Borough Solicitor

ACT 537 Plan Packet presented by Garrett Plumbing, Consultant Engineers for Delaware County Regional Quality Water (DELCORA) was devoid of specific information about pertaining to the projected long term expenses regarding the sale of DELCORA to AQUA PA, Wastewater, Inc. Questions from related newspaper articles and letters received by the Borough of Morton from DELCORA and the County of Delaware, are provided for Morton Borough Council review and consideration:
DELCORA/AQUA Questions:

- The "Trust Fund" will subsidize rate increases that could be approved by the Pennsylvania Utility Commission (PUC) for the DELCORA/AQUA sale purchase that exceed 3%. So, if the PUC rules that the sale/purchase requires an annual increase of 9% the "Trust Fund" will cover (subsidize) the additional 6%. Therefore, 8 years of a 6% annual subsidy will increase rates an additional 48%. At the end of year 8 rates will have actually increased 72%. $3\% \times 8 = 24\%$ + $6\% \times 8 = 48\%$ $24+48 = 72\%$.
- * Will AQUA PA Wastewater Inc., rate increases always increase AQUA PA fresh water rates?
 - * If the DELCORA/AQUA PA Wastewater, Inc., sale/purchase is approved by the PUC will it include AQUA PA's profit margin?
 - * Will an AQUA PA Wastewater, Inc., reduce I&I (Inflow & Infiltration)] more effectively than DELCORA or a Delaware County Wastewater Department?
 - * Will a new AQUA PA Wastewater, Inc., or the County of Delaware have the best/highest credit rating to borrow funds needed and projected for Capital Improvements?
 - * Does the County of Delaware agree that Delaware County should disconnct from the City of Philadelphia's Waste Water Treatment services?
 - * Could or should the DELCORA/AQUA PA Wastewater, Inc., sale/purchase be placed on an election ballot?
 - * Could AQUA PA, Wastewater Inc., provide municipal sewer/wastewater billing services via AQUA PA Fresh Water billing services?
 - * Is there a better way to structure the agreed DELCORA/AQUA PA Wastewater, Inc., sale/purchase? Could AQUA PA sell preferred stock and use the proceeds to purchase cash? On Tuesday 8/11/2020 AQUA PA; new name is Essentials Utilities WTRG; announced pricing of a Common Stock offering. If all the shares offered are purchased; 6.7 million shares of common stock with a forward component at \$46.40/share; this sale could yield about \$300 million.

MORTON BOROUGH PLANNING COMMISSION
MEETING 8/11/2020 7PM

- * Would a new AQUA PA Wastewater, Inc., or the County of Delaware seek to acquire or blend the municipal collection and conveyance wastewater systems into a county wide system?

The County of Delaware and AQUA PA., Wastewater, Inc.,; separatedly; to provide an estimated 10 year line item budget for wastewater treatment services for the Delaware County municipalities that are and will be receiving these services.

The Morton Borough Planning Commission position is that the burden is on DELCORA/AQUA PA Wastewater, Inc., and the County of Delaware to demonstrate/show who will provide the best wastewater treatment services at the lowest cost.

- * The Morton Borough Planning Commission concluded that the cost to purchase and maintain Doggie Stations is too expensive, in Jacobs Park or elsewhere throughout the borough, and impossible to enforce.
- * The Morton Borough Planning Commission approved the Ordinance as presented to update the Regulating of Residential Swimming Pools.
- * Clarifying what projections are premitted to intrude into side yards.
- * Clarifying the standards for when a Use And Occupancy Permit is required.

This concludes the Morton Borough Planning Commission report for its meeting of August 11, 2020

Respectively submitted,

Charles J. Lillicrapp, Jr. Chairman
Morton Borough Planning Commission

cc: Robert Poole, Manager Morton Borough
Joseph Deesey
Michale Lee
Charles Catania, Borough Engineer
Carl Ewald, Esq., Borough Solicitor

The September 10th Nether Providence BOC agenda indicates that this was reviewed by the Nether Providence Planning Commission. No comments were received.

BOARD OF COMMISSIONERS of NETHER PROVIDENCE TOWNSHIP – September 10, 2020

Roll Call (7:30 pm) –

Approval of Minutes – August 20th

PUBLIC COMMENT: Please dial 312-626-6799 and the meeting ID will be 850 4396 4377.

5th Ward Commissioner Opening

Solicitor's Report –

Engineer's Report –

Manager's Report –DVIT Risk Control grants to be used in 2020 (Property & liability is \$3,631 and Workers Comp is \$1,000); [County Covid19 Memorial](#) (email photo and memorial to DelcoPR@co.delaware.pa.us); Small Water and Sewer Grants not funded; Blood Drive October 7th, SMFC Food Truck on 9/11; Delco Art Week, Ballot Box Installation at Furness Library

1. Community Enhancement Committee Report

- a. Recycling contract ending in 2020 - Republic 1-year (no option); B&L 1-year (1 yr option). Yard waste consideration.
- b. Rose Valley Borough – W. Rose Valley Sidewalk to Moyland-RV Train Station
- c. Bare Root Tree Program

2. Building and Zoning Committee Report by Max Cooper

- a. Status of Media Walk development at 310 Wallingford Avenue
- b. Wallingford Presbyterian Zoning Variance – Sign, Waiver of Fees

3. Finance and Administration Committee Report by Kaitlin McKenzie

- a. Ordinance No. 821 (Police pension restatement and new DROP provisions)
- b. Short-term loan for cash flow due to grant reimbursements
- c. Budget Timeline
- d. MMO Approvals

4. Infrastructure Committee Report by Marty Molloy

- a. DELCORA Asset Transfer 537 Plan Update – Reviewed by Planning Commission
- b. Moore Road construction – Stop Sign Ordinance
- c. Traffic Calming – Resident Contributions – Springhaven; Surrey Lane
- d. East Rose Valley Road sidewalk Public Meeting 9/23 (Osbourne Lane to Providence Road)
- e. Multimodal Transportation Fund Grant Due September 30th
- f. Weston Village – no parking ordinance
- g. CDBG Approval - Contract

5. Parks and Open Space Committee Report by Matt Garson

- a. Furness – Construction complete. Additional Funding remains.
- b. Park Naming Guidelines
- c. Renaming Woodrow Wilson Park
- d. NPAA Lighting Agreement
- e. Renaming Soccer Field at Houston Park

6. Public Safety Committee Report by Micah Knapp

- a. Info on Corona is on the [County website](#) & [Health.Pa.Gov](https://www.health.pa.gov/). – call 1-800-PAHealth if symptomatic
- b. Food Insecurity – meals available at SHHS; contribute to Media Food Bank
- c. W. Possum Hollow – potential widening after Aqua work
- d. 8 Can't Wait Document

- 7. Public Works Committee Report** by Robert O'Connor
- a. Road Resurfacing – Work Complete
 - b. Stop signs (Oakland/Moylan and Scott/Beaumont)
 - c. Public Works Report

Adjournment - Next meeting is virtual on September 24th

BOARD OF SUPERVISORS

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EDWARD C. PARTRIDGE
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CHRISTINA ROBERTS-LIGHTCAP
MICHAEL F. RUSSO, JR.
LEONARD B. ALTIERI, III, ESQ.



Township of Newtown

209 Bishop Hollow Road
Newtown Square, PA 19073
610-356-0200
www.newtowntownship.org

STEPHEN M. NEASE
TOWNSHIP MANAGER

JOSEPH V. CATANIA, ESQ.
TOWNSHIP SOLICITOR

STANTEC INC.
TOWNSHIP ENGINEER

**BUILDING INSPECTION
UNDERWRITERS, INC.**
BUILDING INSPECTOR

August 12, 2020

File No. 190710565

DELCORA Administration Building
100 East 5th Street
Chester, PA 19013

Attn: Mr. Charles N. Hurst, PE

Re: ACT 537 Plan update for Asset Transfer to AQUA

Dear Mr. Hurst:

**Reference: DELCORA Act 537 Plan Update – Prepared by Gannett Fleming
dated July 1, 2020**

The Township has reviewed the narrative of the document and have the following comments:

- Section 1.1 references prior ACT 537 Planning studies. There were prior plans this office reviewed and commented on, not listed (i.e. 2013 537 Plan update for Eastern Service Area). We question whether the list of plans is complete.
- In Section 2.1 Newtown Township is not specifically listed as in the service area. (There are documents later in the plan that show the Township is a member of Central Delaware County Authority and reference to the discharge to Radnor-Haverford-Marple Authority).
- Section 6.3 discusses the purchase price of \$276,500,000.00 and indicates a portion of that price will be used to pay down existing debt and the balance re-invested in a DELCORA Customer Trust. No detail on the amount of debt pay down and balance have been provided. The Trust is intended to offset future customer bill increases, but again with no specificity.
- The Section regarding Future Growth and Land Development indicated Newtown has the potential to introduce 36 EDU's / 9,450 Gallons per Day. This Newtown Township Sewer Authority has indicated this only accounts for the portion of the Township discharging to RHM.

Received 8/18/2020
mail log #2020-0697

cc: E. Woyden-Gannett Fleming,
Hurst, Amadio, File

I anticipate having the matter on the Board of Supervisor's agenda for the September 14, 2020 meeting and would appreciate a response prior to that date.

If you have any questions or require additional information, please contact me.

Sincerely,

NEWTOWN TOWNSHIP



Stephen M. Nease
Township Manager

cc: Eileen M. Nelson, PE, Stantec; Richard Sokorai, Esquire; Joe Catania, Esquire; Suzanne Wolanin, Newtown Township; Cathy Spahr, Newtown Township

This was discussed at the July 22, 2020 Parkside Borough Council Meeting. The meeting minutes indicate that this will have to go before the Planning Commission. No comments were received from the Parkside Borough Planning Commission.

A regular meeting of the Parkside Borough Council was held in Council Chambers located at 22 East Elbon Road, Parkside, PA. The meeting was called to order at 7:00 p.m. by Council President Shirley Purcival. Following the Pledge of Allegiance the roll was called with the following in attendance:

Messrs:	Deitman	Purcival	Chief Murray
	Bull	Capobianco	EMC Powers
	Long	Sweigart	Solicitor Wills
	Sidlow	Guy	Engineer Catania
			Secretary Higgins

At this time, President Purcival did ask those in the room that are planning on recording the meeting to please state their name and address for the record.

- 1) Matt Saunders, 62 East Chelton Road, Parkside
- 2) Michele Skrobak, 157 West Garrison Road, Parkside

President Purcival did ask everyone in the room to please silence their cell phones and refrain from texting during the meeting.

Councilman Capobianco made a motion, seconded by Councilman Long, to adopt the 6/24/20 Council meeting Minutes as submitted; motion carried.

Correspondence: (Linda Higgins)

The following funds were received in the Borough office during June 2020:

1) License & Inspections	\$ 7,263.00
2) State Police Fines	429.47
3) Recorder of Deeds	2,332.40
4) PD – parking tickets	115.00
5) Court Financial Svcs	12.50

Tax Collection

Tax Collector – Ed Fisher	22,542.38
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Regional Court

District Court	138.35
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Total income for June, 2020 = \$ 61,040.62
(Total does not include EIT/LST Tax)

JULY 22, 2020

The Secretary read a letter addressed to President Purcival from Ron Markawicz (a Borough resident) regarding his displeasure with Councilwoman Guy. Mr. Markawicz voiced his concern regarding the way Councilwoman Guy administers the Facebook page "Parkside 19015 Free Speech". A copy of the letter is attached to these Minutes.

Mayor's Report: (Tom Deitman)

Mayor Deitman reported the following activity of the Parkside Police Department for the month of June 2020.

Crimes reported = 18. Theft from vehicles – 8, attempted theft = 3, attempted burglary – 1, harassment – 1, disorderly conduct – 1, assault – 1, vandalism – 2, identity theft – 1. Calls for Service – 87. Most prevalent: domestics – 3, suspicious persons – 2, medical emergencies – 6, neighbor disputes – 3, public service – 9. Accidents – 1. Motor vehicle stops – 4.

Mayor Deitman did address his veto with regard to Ordinance 561 (Noise Ordinance). A copy of his letter containing his reasons for the veto is attached.

Mayor Deitman did rescind his intent to veto Ordinance 562 (Vehicles and Traffic). Ordinance 562 has been passed.

CALL TO CITIZENS (Agenda Related Items Only): None

President's Report: (Shirley Purcival)

President Purcival did remind all Committees that it is almost time to prepare the 2021 budget. She would like all "wish list" items for the 2021 budget to be submitted by the August 26th Council Meeting.

Councilman Capobianco made a motion, seconded by Councilman Long, authorizing a donation from the Borough to the Parkside Fire Company in the amount of \$10,000.00; motion carried.

At this time President Purcival did present Parkside Fire Company Acting President Rob Powers with the \$10,000.00 donation.

JULY 22, 2020

President Purcival did announce that all Recreation events for the Borough for 2020 will be cancelled due to safety concerns related to COVID 19.

The President did thank Lisa Catania for some really good news! The Borough has received the 2020 CDBG funds in the amount of \$93,600 for Pedestrian Improvements (Phase 3) along Edgmont Avenue. President Purcival requested the Secretary send a letter to Phil Welsh of OHCD thanking him for his help, concern and suggestions on this project. Councilman Sidlow asked if he could see a copy of the application for this project. Ms. Catania informed him the Secretary has a copy he can review.

Junior Councilperson Report: (Sarah Powers)

Ms. Powers reported that she and her Mom (Cathy Powers) donated and planted flowers around the Borough building.

Police/Public Safety/Code Enforcement Report: (Nick Capobianco)

Councilman Capobianco reported that all police vehicles have gone through general maintenance for the month.

Public Works/Property Report: (Nick Capobianco)

Councilman Capobianco made a motion, seconded by Vice President Bull, to award the 2020 Road Program project to A. F. Damon, Inc. for a total of \$58,722.00 which is their base bid and alternate price; motion carried. Roll call vote was unanimous.

Councilman Capobianco thanked Roadmaster Ryan Cornog for all of his hard work this past month and always.

Ordinance Report: (Perry Sweigart)

Councilman Sweigart asked if Mayor Deitman also vetoed Ordinance 562 (Vehicles & Traffic). Mayor Deitman indicated that after reviewing the Ordinance in its entirety he is in agreement for Ordinance 562 to be adopted.

Councilman Sweigart asked Council for their thoughts regarding the Solicitor's Permit fee for ice cream truck vendors. According to Ordinance 416 the cost is \$500 plus \$50 for the Health License. Councilman Sweigart did some research with surrounding Municipalities and

was informed our fee was much higher than the others. Council discussed lowering the fee to \$250 (including license and inspection). An amendment to the Ordinance will be forthcoming.

License & Inspections Report: (Eric Long)

L&I Report for 7/2020:	Permits issued	Building	7
		Plumbing	3
		Mechanical	0
		Electrical	2
	Use & Occupancy	5 Inspections	
		1 Reinspection	

Councilman Long did some research on videoing the monthly Council Meetings. He spoke to representatives of both Verizon and Comcast regarding the Borough getting their own channel to broadcast meetings. Comcast will come to the Borough building and review the current situation and determine whether or not it is possible. Councilman Long suggested the Borough obtain a YOU TUBE channel and purchase the proper equipment to record the meetings and post them on YOU TUBE. He suggested the Borough purchase a video camera and microphones for each Council table. Councilman Capobianco offered to do all the wiring and set-up at no cost to the Borough. The equipment will cost approximately \$1,640. Councilman Long suggested that the money to purchase this equipment could come out of the Recreation budget since all recreation events for 2020 have been cancelled due to COVID-19.

Councilman Long made a motion, seconded by Councilman Capobianco, authorizing the purchase of video equipment and necessary wiring for a cost not to exceed \$2,500; motion carried by unanimous vote.

Councilwoman Guy asked what is wrong with the video Michelle is doing. President Purcival explained that the Borough's IT consultant has generously offered to help with this at no cost to the Borough and will not do it forever. It was asked if the camera will be available for use during Recreation events. The answer is yes it will be available.

President Purcival thanked Councilman Long for his hard work on this issue. Borough resident Todd Bennett was also thanked for his assistance.

Emergency Management Report: (Rob Powers)

Mr. Powers reported that the Borough is still following CDC guidelines for preventing COVID-19 in the Borough. To date there has been no feedback from the County regarding reimbursements.

Fire Marshal Report: (Rob Powers) Progress

Health Inspector: (Rob Powers)

Mr. Powers reported that 15 out of 19 Commercial properties in the Borough have been inspected by the Health Inspector.

Finance Report: (Doug Bull)

Vice President Bull made a motion, seconded by Councilman Sweigart to accept the Treasurers Report as submitted; motion carried.

Vice President Bull made a motion, seconded by Councilman Sweigart, to pay the bills when properly approved; motion carried.

Vice President Bull reported that the 2018 and 2019 Financial Audits have been completed and approved by the State.

Woodlot Project: Progress

Vice President Bull thanked Mr. Todd Bennett for a wonderful job on the most recent Borough Newsletter.

Recreation Report: (Perry Sweigart) Progress

Recycling/MS4 Report: (Anna Guy)

Councilwoman Guy reported that 7.75 tons of recycling were picked up in Parkside Borough in June 2020.

JULY 22, 2020

Councilwoman Guy indicated she would like to schedule an electronic recycling event. She will contact B&L to schedule an electronic recycle event.

Tax Collector Report: (Ed Fisher) No report.

Engineer Report: (Lisa Catania)

Ms. Catania reported that the invoice from A.F.Damon for last year's Road Program will be submitted.

The final new light should be installed in the Woodlot by the end of this week.

Solicitor's Report: (Jay Wills)

Mr. Wills mentioned that everyone should have received their new tax assessment. If any property owner is not happy with the reassessment they have up until September 1st 2020 to file an appeal.

Mr. Wills recently notified the Borough Auditor that there is no pending or threatening litigation against the Borough at this time.

CALL TO CITIZENS:

Kim Roman of 29 East Chelton Road – Publically donated \$100 towards the cost of video equipment for recording Borough Council Meetings. Thank you so much Kim!

Unfinished Business: None

New Business:

It was reported that DELCORA is under agreement of sale to AQUA. DEP has controls and restrictions. Act 537 revision needs to be done. There is an upcoming DELCORA – Planning Commission Meeting, Ms. Catania will provide Engineer comments. The Borough is being requested to adopt a Resolution for Act 537. Ms. Catania will review the information and report back to the Borough officials. A Borough Planning Commission meeting will need to be held in August or September of this year. In the future the Borough will need to require lateral inspections. Grants are available. Assistance is also available through PENNVEST.

JULY 22, 2020

Mr. Wills reported that the Borough Planning Commission consists of every member of Borough Council. He suggested a date be set for the meeting at the August Meeting and it will need to be advertised.

There being no further business, Councilman Capobianco made a motion, seconded by Councilman Sweigart, that the meeting adjourn; motion carried. The meeting adjourned at 8:05 p.m.

PARKSIDE BOROUGH COUNCIL:

Attest: Linda Higgins, Secretary

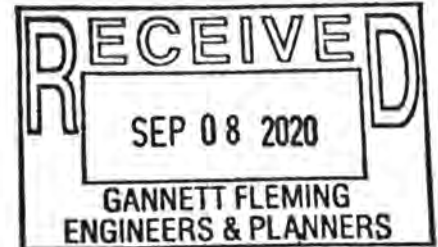
Shirley Purcival, President



P.O. Box 1, Pocopson PA 19366
Office: 610.793.2151 Fax: 610.793.1944
www.pocopson.org

August 28, 2020

Mr. Edward L. Woyden, Vice President
Gannett Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2402



Subject: **DELCORA Asset Transfer Act 537 Plan Update**

Dear Mr. Woyden:

In accordance with PA Code Title 25 Chapter 71 §71.31(b), the Pocopson Township Planning Commission has reviewed the above referenced Act 537 Plan Update. Specific attention was paid to the impact of the selected alternative on the Pocopson Preserve and Pocopson Riverside assets.

The only mentions of the assets in Pocopson Township are found in Exhibit 4 and Schedule 4.15 - Assigned Contracts. The Pocopson Township Planning Commission recommends that Pocopson Township be included in the discussion of communities impacted in Section 3 of the Plan.

Sincerely,



Gary Summers, Chair
Pocopson Township Planning Commission

GS

cc: Susan Simone, Administrative Secretary (via email only secretary@pocopson.org)
Charles Hurst, DELCORA (via email only hurstc@delcora.org)

This was before the Radnor Township Planning Commission on August 3, 2020. No comments were received by the Planning Commission.

Planning Commission
Radnor Township
Wayne, Delaware County, Pennsylvania

Monday August 3, 2020
7:00 P.M.

Agenda

1. Pledge of Allegiance
2. Minutes of the June 1, 2020 meeting
3. DELCORA Act 537 Plan Asset Transfer Discussion
4. Public Comment
5. Old Business
6. New Business
7. Adjournment

Next regular scheduled Planning Commission Tuesday September 8, 2020



Township of Ridley

BOARD OF COMMISSIONERS

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President
Seventh Ward Commissioner

MICHAEL J. MC CREA
Vice President
Sixth Ward Commissioner

RICHARD SARACENI
First Ward Commissioner

THOMAS A. DONAHUE, III
Second Ward Commissioner

ELIZABETH CUMMINS
Third Ward Commissioner

PATRICK J. MC MENAMIN
Fourth Ward Commissioner

JOHN H. SAUNDERS
Fifth Ward Commissioner

NANCY E. ROBERT
Eighth Ward Commissioner

STEVEN L. BIDOLI
Ninth Ward Commissioner

OFFICERS

JOSEPH A. RYAN
Township Manager

ROSEZANNA M. CZWALINA
Treasurer/Tax Collector

CHRISTOPHER M. BETZLER
Controller

WILLIAM T. NEILL, III, ESQ.
Solicitor

CHARLES J. CATANIA, JR., P.E.
Engineer

July 8, 2020

Edward L. Woyden, Vice President
Gannett Fleming
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2402

RE: **DELCORA Asset Transfer Act 537 Plan Update**

Dear Mr. Woyden:

Please be advised at their July 7, 2020 public meeting, the Ridley Township Planning Commission reviewed the above referenced plan update as requested and have no comments.

Should you have any questions, please feel free to contact our office.

Sincerely,

Drew Baum
Chairman
Ridley Township Planning Commission

From: [William Hale](#)
To: [Kaufman, Patricia L.](#)
Cc: ["rosevalleyborough"](#); ["Stephanie Middleton"](#)
Subject: Comments on DELCORA 537 Plan Update
Date: Thursday, August 20, 2020 11:38:18 AM

Patti Kaufman
Gannett Fleming, Inc

The Rose Valley Borough Planning Commission reviewed the draft DELCORA Asset Transfer Act 537 Plan Update your company prepared for DELCORA for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

The RVB Planning Commission had the following two minor comments:

1. In Section 4.1, the Flow for Rose Valley Borough is 8 times too high. Apparently someone multiplied 262.5 by 8 twice in doing the calculations. The Flow for Chester Heights is similarly too high. The Flow for Haverford Township appears to be too low.
2. In Section 6.2, the abbreviation PWD is used but this is not defined elsewhere in the document. Please write out Philadelphia Water Department.

William C. Hale
President, Rose Valley Borough Council
610-566-5519
wchale@comcast.net

Township of Springfield

DELAWARE COUNTY, PA



WILLIAM J. CERVINO
Zoning Officer

JOSEPH MASTRONARDO P.E.
Pennoni Associates Inc.
Consulting Engineers

DEPARTMENT OF ENGINEERING SERVICES

50 POWELL ROAD, SPRINGFIELD, PA 19064-2446

(610) 544-1300 FAX (610) 544-3012

September 4, 2020

MRPL 0500

Edward L. Woyden, Vice President
Gannett Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403

**RE: DELCORA Asset Transfer Act 537 Plan Update
Township of Springfield**

Dear Mr. Woyden:

We have reviewed the "Act 537 Plan – DELCORA Asset Transfer Plan," prepared by Gannett Fleming, dated July 1, 2020 and provided to all municipalities within the DELCORA Service Area. On behalf the Springfield Township Planning Commission, we offer no comments.

If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,

Joseph A. Mastronardo, PE
Senior Engineer
PENNONI ASSOCIATES, INC.
Township Engineer

JAM/adg

cc: Susan Warner, Assistant Township Manager
William J. Cervino, Zoning Officer
Jim Byrne, Esq., Township Solicitor
Patricia Kauffman, PE, Gannett Fleming, Inc.
Charles Hurst, PE, DELCORA

Comment/Objection by The Borough of Swarthmore
to DELCORA and the PA DEP

re

DELCORA Asset Transfer Act 537 Plan Update of July 1, 2020

This Comment/Objection is filed on behalf of The Borough of Swarthmore, 121 Park Ave., Swarthmore, PA 19081 (herein "The Borough").

The Borough sanitary sewer system connects with the DELCORA sanitary sewer system via the Central Delaware County Authority (CDCA). DELCORA processes Swarthmore sanitary waste and determines Swarthmore sewer rates under service agreements with CDCA that will be acquired by Aqua as part of the acquisition.

The proposed ACT 537 Plan depends entirely on the sale of DELCORA assets to Aqua. The transfer of DELCORA's assets to Aqua is NOT in the best financial interests of rate payers in the service area, neither is it in the best interests of the environment under the Consent Decree of June 2015. The Pennsylvania Department of Environmental Protection should deny approval of the proposed DELCORA ACT 537 Plan.

The proposed DELCORA ACT 537 Plan will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.

The sale of this sewer system cannot proceed fairly without Public entities responsible under the 2015 Consent Decree, transparent public valuation of the assets, and implementation of a proper Rate Stabilization Agreement subject to PUC oversight.

Summary of Reasons for Comment and Objection

1. The DELCORA ACT 537 Plan and transfer of the System to Aqua will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.
2. The ACT 537 Plan would implement funding and operation of the Trust, which is a circular transaction that principally benefits Aqua and not DELCORA customers.
3. The ACT 537 Plan does not provide a true discount of the sewer rate - the Trust only provides a partial forbearance on collection of the full billed rate and no actual rate stabilization.
4. The ACT 537 Plan would implement the Trust which is a fund with no practical legal accountability to customers, ratepayers and consumers and will not be subject to PUC oversight.
5. The ACT 537 Plan would implement the Trust which is inadequate compensation for transfer to Aqua of DELCORA assets for an undervalued price with no regulated rate stabilization agreement.

6. The ACT 537 Plan would permit Aqua to implement immediate substantial rate increases in order to fund their corporate expansion. The DELCORA Public system must be maintained in Public hands to avoid burdening customers with the cost of Aqua's private profit margin.

7. The ACT 537 Plan cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.

8. The DELCORA System is a relatively healthy sewer system. It is not in distress. DELCORA does not need to be rescued by Aqua. The ACT 537 Plan is not in the interests of the Public.

The Pennsylvania Department of Environmental Protection should deny approval of the proposed DELCORA ACT 537 Plan Update of July 1, 2020.

The deadline for the Public and Municipalities to comment, object and protest these transactions should be extended to October 1, 2020, and notice should be given of extra steps taken by the agencies to ensure significant Public and Municipal participation in the review process due to the Covid-19 emergency.

1. The DELCORA ACT 537 Plan and transfer of the System to Aqua will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.

The proposed DELCORA ACT 537 Plan turns the current responsible Party under the Consent Decree (DELCORA) into a mere shell corporation. Under the proposed ACT 537 Plan Aqua is free to transfer sewer system to another company or entity that is a mere shell. If Aqua sells a part of the system to another company, it will substantially undermine the ability of PA DEP to enforce the Consent Decree.

The ACT 537 Plan allows Aqua to transfer all, or portions of, the DELCORA assets over time to another company to avoid environmental liabilities. There is no legal guarantee in the ACT 537 Plan that Aqua will continue as the owner.

If DELCORA continues to operate as a Public sewer system, there will always be a responsible local Party liable to meet the environmental obligations under the Consent Decree.

Paragraph 5 of the Consent Decree provides that in the event of a sale of DELCORA advance notice must be given to the United States and to the Pennsylvania DEP. The United States and PA DEP must agree to the sale and to the transfer to Aqua of DELCORA's obligations under the Consent Decree. PA DEP should not approve the DELCORA ACT 537 Plan and asset transfer because it will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA.

2. The Funding and Operation of the ACT 537 Plan Trust is a Circular Transaction That Principally Benefits Aqua and Not the DELCORA Customers.

On November 13, 2019, the CDCA board conducted a Public meeting in Ridley Township, PA, of on the subject of Aqua's acquisition of DELCORA, which was attended by representatives of DELCORA and Aqua. At that meeting a member of the Public (Ross F. Schmucki) requested a copy of the Trust to review. Christopher Franklin, Chairman and CEO of Aqua America, and David Nasatir, Esq. (outside counsel for DELCORA) were at that meeting, and they communicated to Mr. Schmucki that Mr. Nasatir was authorized to answer questions about the Trust and would provide Mr. Schmucki with a copy of the Trust. On December 18, 2019, Mr. Nasatir emailed the Trust to Mr. Schmucki.

Please see the Nov. 17, 2019 email of Mr. Franklin attached as Exhibit A; the Dec. 18, 2019 email of Mr. Nasatir attached as Exhibit B; and the Trust document attached as Exhibit C.

Under the terms of the DELCORA ACT 537 Plan the money Aqua provides for the Trust will be refunded back to Aqua over the life of the Trust. As Mr. Franking says in his own words to Mr. Schmucki, "... Aqua will be the recipient of those funds from the Trust that offset rates." (See Mr. Franklin's email to Mr. Schmucki.)

It is a circular transaction which principally benefits Aqua and not the DELCORA customers. In this sale Aqua will take the DELCORA purchase money out of one Aqua account and that money will be paid back over the life of the Trust into another Aqua account. That circular transaction serves Aqua's interests, but does not serve the interests of DELCORA customers. The Borough of Swarthmore objects to that arrangement.

The ACT 537 Plan Trust provides that Aqua will pay the funds to DELCORA, who will deposit the funds into the Trust account, and then DELCORA will direct the Trust to pay those funds to Aqua Pennsylvania Wastewater, Inc. The funds are never paid to customers.

The Trust money may only be paid to Aqua Pennsylvania Wastewater, Inc. as the "Distribution Agent" under the Trust. DELCORA may only direct the Trust to distribute Trust funds to Aqua Pennsylvania Wastewater, Inc. Aqua distributes the money to itself through the Trust and the Aqua subsidiary, but never to the customers. The Trust provides as follows on page 1,

"... Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below;"

3. The ACT 537 Plan Trust Does Not Provide a True Discount of the Rates. The Trust Only Provides a Partial Forbearance on Collection of the Full Billed Rate and No Rate Stabilization.

The DELCORA ACT 537 Plan Asset Transfer Agreement and Trust combined do not provide a true discount of the rate. If it were a true discount, then Aqua would reduce or stabilize the sewer rate. Aqua is not reducing or stabilizing the actual sewer rates under this deal. Aqua's PUC Application says that,

"Aqua is not presenting a rate stabilization plan. Aqua is proposing to implement DELCORA's existing rates after Closing and to maintain those rates until the next Aqua rate proceeding. ... DELCORA will take a portion of the proceeds of the Proposed Transaction and place them into a trust for the benefit of the DELCORA customers, and is requesting to apply payments to DELCORA customers from the Trust through Aqua's billing process." (PUC Application, page 8, Section VI, paragraph 36)

Aqua plans to raise its rates at the next Aqua rate proceeding in Pennsylvania. Aqua will raise the rates considerably, but the Trust will make the rates appear artificially low. The public will be lulled into complacency by the Trust, never realizing how high the actual rates have risen, until it is too late when the Trust expires.

In fact Aqua will charge the full undiscounted rate which will rise regularly. The customer has no right to reduce that rate, and Aqua will oppose any attempt before the PUC to reduce the rate. That full undiscounted rate will be billed to the customer despite the Trust.

The minimal benefit that the Trust provides is a partial forbearance on collection of the full billed rate. The rate is not discounted - it is fully billed. Aqua Pennsylvania Wastewater, Inc. partially forbears from collecting the full billed rate in light of funds it receives from the Trust. Instead of paying the customers/ratepayers for the sewer system Aqua has purchased, Aqua pays the Trust, which then pays Aqua. It is a circular transaction.

Aqua Wastewater forebears from collecting its full billed rate only to the extent the Trust pays Aqua Pennsylvania Wastewater, Inc. If the Trust investments are poorly managed, there is no forbearance on full rate collection. If the Trust runs out of money, there is no forbearance. The Trust is a poor substitute for a true Rate Stabilization Agreement, where Aqua actually maintains low rates regulated by the PUC that benefit the customer over the long-haul.

4. The ACT 537 Plan Trust is a Fund With No Legal Accountability to Customers, Ratepayers and Consumers and Not Subject to PUC Oversight.

The ACT 537 Plan Trust arises from an unregulated side agreement and Memorandum of Understanding between Aqua and DELCORA. (See Exhibit D - Aqua's PUC Application, Exhibit U2, Appendix B, the Memo of Understanding attached to William C. Packer's Testimony on behalf of Aqua).

Aqua describes the Trust in its Application to the PUC, but the Trust is not mentioned or defined in the Aqua-DELCORA Asset Purchase Agreement. The Trust is not part of the Asset Purchase Agreement. The Trust is private, unregulated and it sits outside the Asset Transfer transaction.

Under the Trust there is no independent Trustee, or neutral Master, to determine whether Aqua's rate increases are fair, or in accord with the sale agreement. The Trustee (Univest Bank) does not even have authority to determine whether proper payments are being made to Aqua Pennsylvania Wastewater, Inc. under the Trust. There is no independent supervision of the Trust.

"The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement." (see Trust Agreement, section 4.1(a).

The forbearance on collection of the full billed rate is not a legally enforceable right held by the DELCORA customers. The Trust is not subject to government regulation. It is not regulated by the PUC or any other government agency. It is a private, unbreakable Trust.

The customers are on their own, and have no one to sue to enforce the forbearance. Aqua cannot be sued because Aqua is not a party to the Trust. Customers cannot sue DELCORA or the Trustee (Univest Bank) because DELCORA and the Trustee have no discretion under the Trust to do anything except make payments to Aqua Pennsylvania Wastewater, Inc. The customer cannot sue Aqua Pennsylvania Wastewater, Inc. because it does not control the Trust. The amount that any single customer may seek to recover will be too small to justify the cost of litigation.

The Trust is a Fund with no accountability to customers or to municipalities. The Trust is an investment bank account that protects and insulates the Trust money from any and all creditors, so that it may be distributed to Aqua, and only to Aqua, over the life of the Trust.

5. The ACT 537 Plan Trust Is Inadequate Compensation For the Sale of DELCORA for An Undervalued Price With No Regulated Rate Stabilization Agreement.

The value of the partial forbearance on bill collection of the full billed rate (the "discount") is minuscule compared to the value DELCORA is transferring to Aqua in this transaction. It is not a square deal. The DELCORA system is grossly undervalued in the transaction.

There was no public bidding process for the purchase of the DELCORA system. That, in itself, guarantees that the sale is undervalued. In Pennsylvania a municipality is not allowed to sell a \$30,000 truck without getting multiple written bids. Yet DELCORA is being allowed to sell a sewer system worth hundreds of millions of dollars and serving 100,000+ customers in dozens of municipalities without a single competitive bid. The lack of bidding guarantees that the asset is severely undervalued. The price paid by Aqua is unfairly low.

Aqua's biggest competitor (American Water Works Co.) published an open letter on December 12, 2019, in the DELCO Times newspaper stating it wished to bid on the DELCORA system and the asset had to be worth at least \$400 million. American Water Works was shut out.

The Aqua PUC Application reveals the following valuations for DELCORA by private appraisers hired by Aqua and DELCORA.

\$408,883,000 appraisal by Gannett Fleming
\$308,194,006 appraisal by ScottMadden
\$358,538,503 average appraisal
\$276,500,000 agreed Aqua purchase price

Aqua is paying a price that is \$31,694,006 less than the lowest private appraisal with no public bidding and no good explanation.

Aqua estimates that the annual revenue from DELCORA customers is \$70,978,127 and the annual expense is \$41,408,283. (Aqua PUC Application paragraphs 42-43, William C. Packer Testimony, Exhibit U2.) That leaves operating income of almost \$30 million dollars per year (\$29,569,844). That dependable, monopoly, stream of income makes the sale price even more undervalued.

Aqua testified in its PUC Application that the price it will pay for each DELCORA retail customer connection is \$2,250. The price Aqua paid for each retail connection in its most recent other acquisition was \$7,750. That price shortfall clearly shows that the DELCORA customers are significantly underpriced in the sale to Aqua. (Testimony of Aqua VP, William C. Packer, Exhibit U2, pages 9-10).

The facts do not support public claims by Aqua and DELCORA that they low-balled the sale price in order to protect customers from an excessive valuation and future rate hikes. That claim is not genuine and not support by facts. It is clear that Aqua and DELCORA undervalued the asset and negotiated a poor deal for the customers. Aqua was the committed future employer of the DELCORA negotiating team, and Aqua was effectively negotiating with itself.

Aqua offered employment to the DELCORA negotiating team during the negotiation of the sale. Aqua owned both sides of the negotiating table. The jobs of the Seller (DELCORA) were guaranteed by the Buyer (Aqua). (Asset Purchase Agreement, Section 7.03 Personnel Matters & Schedule 7.03 Transferred Personnel, including Employee No. 129, DELCORA Executive Director.)

6. The ACT 537 Plan would permit Aqua to implement immediate substantial rate increases in order to fund their corporate expansion. The DELCORA Public system must be maintained in Public hands to avoid burdening customers with the cost of Aqua's private profit margin.

The VP Controller of Aqua has testified that the sale of DELCORA to Aqua will result in an immediate 12.55% rate increase to DELCORA customers, a 4.58% rate increase to Aqua water customers and a 14.32% rate increase to Aqua Wastewater customers. (Aqua PUC Application, Testimony of William C. Packer, Exhibit U2, pages 1 & 4)

The Trust will temporarily provide an undefined amount of partial forbearance on collecting these rate increases, but the substantial rate increases themselves will be billed, and permanently "baked into" the customers' long-term, permanent billing rate. The Trust involves a circular payment where funds that DELCORA customers should be paid for the sale of their sewer system are used to finance the Trust in order to hide the impact of the Aqua rate increases. Aqua underpays \$276 million for DELCORA. Instead of paying the purchase price of \$276 million to the ratepayers and Municipalities who financed and authorized the system, Aqua will pay the funds to the empty, defunct shell of DELCORA (now controlled by Aqua). The empty defunct shell of DELCORA then pays the funds to the Trust. The Trust finally pays the funds to Aqua Wastewater, and the circle of payments is complete. The DELCORA customers are left out of the circle of payments.

Aqua will argue that the customers will receive valuable "discounted" sewer service. That is like a store that jacks up their prices before a sale, then "discounts" the prices to provide a "bargain."

Testimony of William C. Packer
PUC App, Exhibit U2

Q: By whom are you employed and in what capacity?

A: I am employed by Aqua Pennsylvania, Inc. ("Aqua PA"), as Vice President - Controller. I also oversee certain financial operations for our parent company and its subsidiary Aqua New Jersey, Inc. ("Aqua NJ"). Aqua PA is the parent company of Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "the Company").

Q: Have you calculated the estimated incremental rate impact of the Proposed Transaction on Aqua's existing customers and each of the DELCORA rate groups?

A: Yes. The potential impact to DELCORA customers is 12.55%, the potential impact to Aqua wastewater customers is 14.32%, and Aqua water customers is 4.58%. This analysis is required by the Commission and I would note this does not include the effect that the Trust will have to assist DELCORA customers in paying for their own cost of service in their utility bills.

Aqua will raise its rates at the next Aqua rate proceeding in Pennsylvania. The Public is lulled into complacency by the Trust, never focusing on the high actual billed rates until it is too late when the Trust expires. The Trust will conceal the pain of the rate hikes during the life of the Trust. By the time the Trust expires it will be too late to challenge those excessive rate hikes.

7. The ACT 537 Plan cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.

This ACT 537 Plan should not be approved. The sale of this asset cannot proceed fairly without transparent public valuation of the asset, and implementation of a robust Rate Stabilization Agreement subject to

PUC oversight. A robust Rate Stabilization Agreement subject to PUC oversight is necessary to protect customers and give them tangible rights to challenge rates. A deceptive Trust such as this one which suckers ratepayers into acquiescing in rate hikes and avoids PUC oversight of the Trust should never be approved.

8. The DELCORA System is a Relatively Healthy Sewer System. The System is Not in Distress. DELCORA Does Not Need to Be Rescued by Aqua. The ACT 537 Plan is not in the interests of the Public.

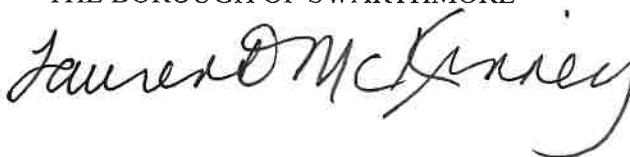
The DELCORA system is relatively healthy and does not need to be sold. DELCORA has a healthy reserve balance. In 2013 and 2018 DELCORA presented the Municipalities in its service area with updates to its ACT 537 Plans, which made no suggestion that DELCORA should be sold as an alternative under the Plans. In 2013 and 2018 DELCORA presented viable and affordable plans to maintain and upgrade facilities. Swarthmore Borough approved the DELCORA ACT 537 Plans in 2013 and 2018. It was a total surprise and shock when Aqua announced its takeover of DELCORA. That kind of surprise announcement is typical in the high-stakes world of a publicly traded company. That is not how a public utility providing a trusted essential public service should operate.

Conclusion

The Borough of Swarthmore requests that,

1. The Pennsylvania Department of Environmental Protection deny approval of the proposed DELCORA ACT 537 Plan update of July 1, 2020.
2. The deadline for the Public and Municipalities to comment, protest or object to this transaction be extended to October 1, 2020, and notice be given of opportunities to participate in virtual hearings.

THE BOROUGH OF SWARTHMORE

By: 

Date: August 10, 2020

EXHIBIT A



RE: [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

Franklin, Christopher H <CHFranklin@aquaamerica.com>

Sun, Nov 17, 2019 at 10:15 PM

To: Ross Schmucki <rossswatborough@gmail.com>, "david.nasatir@obermayer.com" <david.nasatir@obermayer.com>

Cc: Jane Billings <borough_manager@comcast.net>, "Luning, Christopher P" <CPLuning@aquaamerica.com>

Ross,

Thank you for the follow up to our conversation last week. As I mentioned while we were together, I am always happy to visit municipal leadership in areas we serve water. Swarthmore is no exception and as such, please feel free to contact me at any time with questions or comments or to consider dates for mutually convenient in-person discussions.

While we were together, you had questions regarding the DELCORA Trust that is in the process of formation. While I appreciate your questions and understand that you have a considerable background in this area of the law, I am not in a position to answer your questions. The customers are the beneficiaries of the Trust and Aqua will be the recipient of those funds from the Trust that offset rates. As such, Aqua executives and our legal team cannot participate in the planning or execution of the DELCORA Trust. As a representative of the customers in Swarthmore, you are asking the right questions and I am certain that representatives of DELCORA, including David Nasatir (DELCORA outside counsel) will be happy to answer your questions or address your concerns once the Trust documents are far enough along in their development.

Again, if you have any questions regarding Aqua's future ownership of DELCORA, I am happy to discuss them with you. All Trust questions should be posed to DELCORA and their counsel.

Thanks again for your time and follow up.

Best Regards,

Chris



Christopher Franklin

Chairman & CEO

O: 610-645-1081

M: 610-324-3179



From: Ross Schmucki <rossswatborough@gmail.com>
Sent: Wednesday, November 13, 2019 8:16 PM
To: Franklin, Christopher H <CHFranklin@aquaamerica.com>; david.nasatir@obermayer.com
Cc: Jane Billings <borough_manager@comcast.net>; Ross Schmucki <rossswatborough@gmail.com>
Subject: [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Franklin and Mr. Nasatir,

Yesterday (Nov. 13) Jane Billings (Swarthmore Borough Manager) and I met you at the CDCA board meeting regarding the AQUA offer to purchase DELCORA assets. Swarthmore Borough is serviced by CDCA. Ms. Billings and I asked questions about the asset purchase, and you spoke with us after the meeting.

One of my questions at the meeting was about the Trust intended to alleviate future rate hikes. I asked if I could see the Trust document to see under what circumstances expenditures of principal and income will be allowed. I asked if the Trust was an exhibit to the asset purchase agreement. Mr. Nasatir you said that the Trust document is not yet prepared, but you are willing to share that document. Mr. Franklin in our conversation you said that I should keep asking to see the Trust document.

I am following up on your offers and asking to review the Trust document(s) when you have a version for review to provide comments. I mentioned to you that as a retired Corporate Counsel I am familiar with reviewing corporate legal documents.

Thank you for your anticipated cooperation in sharing the Trust document(s). I

appreciate Mr. Franklin sharing with me the history that AQUA was founded in Swarthmore at the urging of Swarthmore College Professors. If you have any questions or have any desire to visit us in Swarthmore, feel free to contact me or Borough Manager Jane Billings.

Sincerely, Ross F. Schmucki (610-420-3430)

Member Swarthmore Borough Council & Chair Public Works Committee

cc: Jane Billings, Swarthmore Borough Manager (610-543-4599)



Rate Stabilization Trust

Nasatir, David <David.Nasatir@obermayer.com>

Wed, Dec 18, 2019 at 12:03 PM

To: Ross Schmucki <rossswatborough@gmail.com>

Cc: "Ayres, Warren" <Warren.Ayres@obermayer.com>, "Stryker, Nina" <Nina.Stryker@obermayer.com>, "Wyatt, Thomas" <thomas.wyatt@obermayer.com>

Ross

As you requested, attached please find in substantially final form, the Rate Stabilization Trust Agreement which will be presented to the DELCORA board at its upcoming meeting. This has been the compilation of work done by our Trust and Estates team, our Tax team, as well as other lawyers including Univest in house counsel and Stradley Ronon attorneys on behalf of Univest. We believe it reflects the interests of all the parties to insure that proceeds will go to the rate stabilization effort envisioned by the DELCORA Board during this process.

Thank you.

Dave



OVERMAYER

Looking forward Thinking ahead



David A. Nasatir, Esquire

Vice Chair of the Firm

Chair, Business & Finance Department

Obermayer Rebmann Maxwell & Hippel LLP

Centre Square West

1500 Market Street | Suite 3400

Philadelphia, PA 19102-2101

215.665.3036 tel | 215.665.3165 fax

david.nasatir@obermayer.com | www.obermayer.com

 **Delcora - Rate Stabilization Trust Agreement 12.18.2019.pdf**
152K

**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

between

**THE DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY**

as SETTLOR

and

UNIVEST BANK AND TRUST CO.

as TRUSTEE

Effective Date: December __, 2019

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[to be conformed to final draft]

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**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

THIS DELCORA RATE STABILIZATION FUND TRUST AGREEMENT, dated as of the Effective Date, is by and between **THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* (the "Settlor"), and **UNIVEST BANK AND TRUST CO.**, a Pennsylvania state-chartered bank and trust company, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Settlor currently owns and operates a sewer system (the "Sewer System") serving various residential, commercial, industrial, and municipal customers in Delaware County, Pennsylvania (the "DELCORA Customers");

WHEREAS, pursuant to that certain agreement dated September 17, 2019 (the "Sewer System Sale Agreement") between the Settlor and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater"), the Settlor has agreed to sell the Sewer System to Aqua Wastewater;

WHEREAS, the Settlor has agreed to devote a majority of the proceeds which it receives from the sale of the Sewer System (the "Sale Proceeds") to stabilizing the amounts which the DELCORA Customers will pay for access to the Sewer System during a period of years following the closing under the Sewer System Sale Agreement (the "Closing Date");

WHEREAS, the Settlor and the Trustee desire to establish a trust for the benefit of the DELCORA Customers (the "Trust"), and the Trustee agrees to serve as trustee of such trust;

WHEREAS, the Settlor has entered into a Funding Agreement with the Trustee bearing even date herewith (the "Funding Agreement") pursuant to which the Settlor has agreed to contribute to the Trust a majority of the Sale Proceeds on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement;

WHEREAS, the Settlor and Aqua Resources, Inc., will enter into a rate stabilization agreement, of which Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below; and

WHEREAS, the Settlor and the Trustee desire that the Sale Proceeds transferred to the Trust pursuant to this Agreement, together with all other funds transferred to the Trustee hereunder, be held and administered as an irrevocable trust for the benefit of the DELCORA Customers pursuant to the provisions of this Trust Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants expressed herein, and intending to be legally bound, the Settlor and the Trustee hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Except as otherwise specified herein, or as the context otherwise requires, the following terms have the respective meanings set forth below for all purposes of this Agreement, including, without limitation, the recitals hereto.

"Affiliate" means, with respect to any specified person, any other person controlling or controlled by or under common control with such specified person. For the purposes of this definition, **"control"** when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms **"controlling"** and **"controlled"** have meanings correlative to the foregoing.

"Agreement" or **"Trust Agreement"** means this trust agreement between the Settlor and the Trustee, as such document is modified or reformed from time to time.

"Aqua Resources" means Aqua Resources, Inc., a Pennsylvania business corporation which is an Affiliate of Aqua Wastewater, and its successors and assigns.

"Aqua Wastewater" means Aqua Wastewater Pennsylvania, Inc., a Pennsylvania business corporation operating as a wastewater utility company, and its successors and assigns.

"Beneficiaries" shall refer to the DELCORA Customers.

"Calculation Agent" means the company engaged by the Settlor to provide calculation services in connection with the implementation of the Rate Stabilization Agreement.

"Closing Date" means the date of closing under the Sewer System Sale Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder. References to such Code shall be taken as references to any corresponding provisions of future law.

"County" means Delaware County, Pennsylvania.

"DELCORA Customers" means the customers connected to the Sewer System.

"Distribution Agent" shall refer to Aqua Wastewater or any successor thereto serving as the entity responsible for allocating rate reductions as provided under the Rate Stabilization Agreement to and among the Beneficiaries.

"Distributions" means distributions made by the Trustee to the Distribution Agent from time to time, as directed by the Settlor, pursuant to Article 4 below.

"Distribution Order" means a written direction delivered by an authorized representative of the Settlor to the Trustee instructing the Trustee to make a Distribution.

"Effective Date" means December __, 2019.

"Escrow Agreement" means that certain Escrow Agreement among the Settlor, the Trustee (as escrow agent), and Aqua Wastewater dated as of December __, 2019.

"Fund" or **"Trust"** means the Delaware County Regional Water Quality Control Authority Rate Stabilization Trust, which is the trust created pursuant to this Trust Agreement.

"Funding Agreement" means that certain agreement between the Settlor and the Trustee bearing even date herewith, pursuant to which the Settlor will be required to transfer a majority of the Sale Proceeds to the Trust on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement.

"Investment Guidelines" means such guidelines for the investment of the Trust assets as shall be provided from time to time by the Settlor to the Trustee.

"Permitted Investments" means investments which an authority constituted under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* is permitted to make under applicable law.

"Rate Stabilization Agreement" means the agreement to be entered into by and between the Settlor and Aqua Resources, with Aqua Wastewater as a designated third party Distribution Agent, pursuant to which (a) the Distribution Agent will agree to bill the Beneficiaries at reduced levels and (b) the Settlor will agree to direct the Trust to reimburse the Distribution Agent for such reductions, pursuant to Article 4 of this Trust Agreement.

"Settlor" means the Delaware County Regional Water Quality Control Authority and its successors (including the County upon termination of the Settlor).

"Sewer System" means the sewer system which is currently owned and operated by the Settlor and which will be sold by the Settlor to Aqua Wastewater, as improved by Aqua Wastewater subsequent to the Closing Date.

"Trust Assets" means the assets held from time to time by the Trustee in the Trust Fund.

"Trust Expenses" means the trustee compensation and any other expenses of the Trust, including, without limitation, amounts payable out of the Trust Fund pursuant to Section 5.6 below.

"Trustee" means Univest Bank and Trust Co., and its successors and permitted assigns.

"Trust Fund" means the trust estate managed, protected, and conserved pursuant to the terms and conditions of this Trust Agreement, which shall consist of the Sale Proceeds deposited by the Settlor hereunder, and any Additional Contributions made to the Trust under Section 3.3 hereof, together with any and all investment income earned from Permitted Investments made and held by the Trustee pursuant to this Trust Agreement.

Section 1.2 Other Definitional Provisions. (a) All references to Articles, Sections, and subsections are to Articles, Sections, and subsections of this Agreement unless otherwise specified. All terms defined in this Agreement shall have the defined meanings herein when used in any certificate, notice, or other document made or delivered pursuant hereto, unless otherwise defined therein.

(b) In the event of any change in the identity of the Settlor, Distribution Agent or Calculation Agent as defined above, whether by merger, incorporation or cessation of existence, written notice of the identity and contact information for the successor entity shall be provided in writing to the Trustee within ten (10) days of any change in accordance with the notice requirements of Section 9.3 below.

ARTICLE 2 ORGANIZATION

Section 2.1 Declaration of Trust. The name of the Trust shall be "The Delaware County Regional Water Quality Control Authority Rate Stabilization Trust." Effective as of the Effective Date, the Trustee shall have all of the rights, powers and duties set forth herein with respect to accomplishing the purposes of the Trust.

Section 2.2 Purposes of the Trust. The purposes of the Trust are to benefit the Beneficiaries by receiving Sale Proceeds deposited into the Trust Fund by the Settlor and any additional contributions made to the Trust under Section 3.3 hereof, investing and reinvesting such Sale Proceeds and any Additional Contributions, and making Distributions from time to time to the Distribution Agent for the benefit of the Beneficiaries, as directed by the Settlor pursuant to Article 4 below. The Distributions to the Distribution Agent are intended to reimburse the Distribution Agent for rate reductions which the Distribution Agent provides to the Beneficiaries pursuant to the Rate Stabilization Agreement. Neither the Distribution Agent nor any of its Affiliates is an intended beneficiary of the Trust.

Section 2.3 Appointment of Trustee. The Settlor hereby appoints the Trustee of the Trust, effective as of the Effective Date, to have all the rights, powers, and duties and all of the protections, indemnities, and immunities set forth herein. The Trustee hereby accepts such appointment.

Section 2.4 Title to Trust Property. Legal title to all the Trust Assets shall be vested at all times in the Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Trust Assets to be vested in the Trustee, in which case title shall

be deemed to be vested in the Trustee or a Trustee, as the case may be, *provided* that the Trustee shall have the power to cause legal title to any Trust Assets to be held by or in the name of the Trust, a custodian, sub-custodian, securities depository, or their respective nominee.

Section 2.5 Situs of Trust. The Trust shall be located in the Commonwealth of Pennsylvania, and questions pertaining to the validity and construction of this Agreement and with respect to the administration of the Trust shall be determined in accordance with the laws of the Commonwealth of Pennsylvania. The Trustee may, however, at any time and from time to time transfer the situs of the Trust to any other jurisdiction that the Trustee may deem appropriate.

Section 2.6 Use of Trust Assets. Trust Assets shall be used solely to carry out the purposes set forth in Section 2.2 above, and shall not be subject (in whole or in part) to voluntary or involuntary assignment, anticipation, legal process, or claims of creditors of the Settlor, the Distribution Agent, the Aqua Parent, any Beneficiary, or any other person or entity.

ARTICLE 3 CONTRIBUTIONS TO THE TRUST

Section 3.1 Initial Contribution. The Settlor shall transfer one thousand dollars (\$1000.00) in cash to the Trust on the Effective Date.

Section 3.2 Contribution of Sale Proceeds. On or as soon as practicable after the Closing Date, the Settlor shall transfer to the Trust (or direct Aqua Wastewater to transfer to the Trust on the Settlor's behalf) that portion of the Sale Proceeds (comprising a majority of the Sale Proceeds) which the Settlor is required to contribute to the Trust pursuant to the Funding Agreement.

Section 3.3 Additional Contributions. In addition to the contributions described in Sections 3.1 and 3.2 above, the Trustee may receive such additional contributions as may be made to it from time to time by the Settlor or any other person in the form of cash, securities, or other property acceptable to the Trustee (the "Additional Contributions"). Such Additional Contributions may include (without limitation) funds released from time to time from one or more escrow accounts created under the Sewer System Sale Agreement. *Provided, however*, that the Trustee shall have no responsibility for collecting any such Additional Contributions.

Section 3.4 Acceptance by the Trustee. The Trustee hereby agrees to accept the contributions described in sections 3.1, 3.2, and 3.3 above for the benefit of the Beneficiaries, and agrees to use such funds pursuant to the terms of this Agreement.

ARTICLE 4 DISTRIBUTIONS FROM THE TRUST

Section 4.1 Distributions. (a) The Settlor shall direct the Trustee to make Distributions to Aqua Wastewater from time to time in accordance with the Rate Stabilization

Agreement. The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement.

(b) The Trustee shall make Distributions to the Distribution Agent from time to time in accordance with written directions received by the Trustee from a duly authorized representative of the Settlor (each a "Distribution Order"). *Provided, however,* that the Trustee shall make such Distribution no later than ten (10) business days after the date on which the Trustee receives the Distribution Order. Such Distributions will be made to the Distribution Agent solely for the purpose of reimbursing the Distribution Agent for rate reductions made pursuant to the Rate Stabilization Agreement. For purposes of this Section 4.1, written notification of the identity and contact information of the duly authorized representative of the Settlor shall be provided to the Trustee in writing at least annually on January 1, or upon any subsequent change in such authorized representative, within five (5) days thereof, in accordance with the requirements of Section 9.3 below.

Section 4.2 No Right of Reversion. Under no circumstances shall the Settlor or any successor thereto have any rights of reversion under this Trust Agreement. All Trust Assets shall be disbursed in furtherance of the purposes set forth in Section 2.2.

ARTICLE 5 TRUSTEE

Section 5.1 Trustee Resignation, Removal, and Succession. (a) Any Trustee serving hereunder shall have the right, upon ninety (90) days' prior written notice delivered to the Settlor, to resign as Trustee of this Trust. At any time after the sixth (6th) anniversary of the Closing Date, the Settlor shall have the right, upon ninety (90) days' prior written notice to the Trustee, and upon payment of all amounts due and owing hereunder, to remove such Trustee as a trustee. Upon notice of such resignation or removal, the Settlor shall appoint a successor Trustee in writing within thirty (30) days of the expiration of the ninety (90) day notice period, such appointment to be accepted in writing by the successor trustee so designated. If the Settlor fails to appoint a successor trustee, the Trustee may secure the appointment of a successor trustee in any manner permitted by law, including by petition or application to the appropriate court of jurisdiction. The resignation or removal of Trustee shall only become effective upon the appointment and qualification of the successor trustee. *Provided, however,* that the entity serving as Trustee hereunder shall at all times be a corporate trustee having assets under management of no less than _____ dollars (\$_____).

(b) Upon the appointment, and timely written acceptance of the appointment of a successor trustee as provided herein, the Trustee shall transfer and convey to the successor Trustee all Trust Assets held by the Trustee. When such transfer and conveyance are completed, the Trustee shall be released and discharged from all liability relating to further administration and investment of the Trust.

(c) No Trustee taking office shall be liable in any way for the acts or omissions of any Trustee prior to such Trustee's assumption of office, or shall have any duty to review the performance of a Trustee prior to that date.

(d) Except as specifically authorized hereunder, all powers of the Trustee shall be exercised by the Trustee alone.

Section 5.2 Duties of Trustee. The Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, subject to and in accordance with the provisions of this Agreement. No implied duties, covenants, or obligations shall be read into this Agreement against the Trustee, the Settlor, or any Affiliate of either the Trustee or the Settlor. The Trustee shall oversee the conduct of the activities of the Trust, make and execute contracts and other instruments on behalf of the Trust, and may sue and be sued on behalf of the Trust in the name of the Trust, subject to the terms of this Agreement.

Section 5.3 Acceptance of Trust and Duties. (a) Except as otherwise provided in this Article 5, in accepting the trust hereby created, the Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust Assets for payment or satisfaction thereof. The Trustee accepts the trust hereby created and agrees to perform its duties hereunder, but only in accordance with the express terms of this Agreement.

(b) In carrying out its duties hereunder, the Trustee shall exercise the rights and powers vested in it hereunder in good faith, but only on the terms expressly set forth herein. Neither the Trustee nor any of its officers, directors, employees, agents or affiliates shall have any implied duties (including fiduciary duties) or liabilities otherwise existing at law or in equity with respect to the Trust, which implied duties and liabilities are hereby eliminated. No provision of this Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, its own bad faith, its own breach of its representations, warranties or covenants given in its individual capacity or its own willful misconduct. In addition:

(i) The Trustee shall be liable for its willful misconduct or gross negligence in acting or failing to act, except that the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in accordance with a direction received by it from the Settlor or Calculation Agent pursuant to this Agreement;

(ii) The Trustee shall not be liable for any error of judgment, or for any action taken, suffered or omitted to be taken by it, in good faith, nor for any act or omission of any predecessor and/or successor Trustee;

(iii) The Trustee shall not be deemed to have notice or knowledge of any matter unless written notice thereof is received by the Trustee in accordance with this Agreement;

(iv) The Trustee shall have no duty to monitor or supervise, or be liable for anything done or omitted by any other person, including the Settlor, the Distribution Agent or the Calculation Agent;

(v) The Trustee shall not be liable for the default or misconduct of the Settlor, the Distribution Agent, the Calculation Agent or any other person, and the Trustee shall not be deemed to have knowledge of any default on the part of any such person unless the Trustee receives written notice of such default in accordance with this Agreement; nor shall the Trustee be responsible for performing, monitoring or supervising the performance of any such person's obligations under this Agreement or any related agreement;

(vi) Under no circumstance shall the Trustee be liable for any representation, warranty, covenant, obligation or indebtedness of the Trust, or any other payment or distribution obligations evidenced by or arising under this Agreement;

(vii) The Trustee shall not be liable for or in respect of, and makes no representation with respect to, the validity or sufficiency of any provision of this Agreement, or the due execution hereof or thereof by any person, other than itself, or the value of the Trust Assets, or the efficacy of the Trust or its ability to generate the amounts intended to be distributed for the benefit of the Beneficiaries;

(viii) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document;

(ix) The Trustee shall not be liable for (x) any special, consequential or punitive damages, however styled, including, without limitation, lost profits, (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust's securities or assets, or (z) any losses due to forces beyond the reasonable control of the Trustee, as applicable, including, without limitation, strikes, lockouts, riots, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances;

(x) Other than with respect to any report or information that the Trustee has an express duty to review under this Agreement, receipt by the Trustee of any report or other information delivered or otherwise made available to the Trustee pursuant to the terms of this Agreement or any other document related to the Trust shall not be deemed to constitute knowledge by the Trustee of such information, unless the Trustee receives written notice with respect thereto;

(xi) Except as otherwise expressly set forth in this Agreement, knowledge or information acquired by (x) Univest Bank and Trust Co. in any of its

respective capacities hereunder or under any other document related to this transaction shall not be imputed to Univest Bank and Trust Co. in any of its other capacities hereunder or under such other documents, and (y) any Affiliate of Univest Bank and Trust Co. shall not be imputed to Univest Bank and Trust Co. in any of its respective capacities hereunder and vice versa;

(xii) The right of the Trustee to perform any discretionary act enumerated in this Agreement or in any other document to which the Trust is a party shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in the performance of any such act; the Trustee shall be under no obligation to exercise any of the discretionary rights or powers vested in it by this Agreement;

(xiii) The Trustee shall have no duty to recompile, recalculate or otherwise verify the accuracy of any information provided to it by the Settlor except as otherwise expressly set forth in this Agreement, and may conclusively rely thereon in good faith;

(xiv) The Trustee may consult with counsel, accountants and other experts, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants, or other experts selected by it in good faith, and any opinion of counsel shall be full and complete protection in respect of any action taken or suffered or omitted by it under this Agreement in good faith and in accordance with such opinion of counsel;

(xv) The Trustee shall be under no obligation to institute, conduct or defend any litigation under this Agreement or otherwise in relation to the Trust at the request, order or direction of the Settlor or any other person, unless such requesting person(s) shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby;

(xvi) The Trustee may execute any of the trusts or powers under this Agreement, or perform any duties under this Agreement, either directly or by or through agents or attorneys or one or more custodians (any of which may be Affiliates of the Trustee) and the Trustee shall not be liable for the acts or omissions of any agent, attorney or custodian selected by such Trustee in good faith;

(xvii) The Trustee shall have no duty or obligation to manage, make any payment in respect of, register, record, sell, dispose of or otherwise deal with the Trust Assets, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Trustee is a party, except as expressly provided by the terms of this Agreement; and

(xviii) The Trustee shall have no responsibility to record this Agreement, to prepare or file any financing or continuation statement in any public office at any time or otherwise to perfect or maintain the perfection of any ownership or security interest or

lien or to prepare or file any tax, qualification to do business or securities law filing or report except as expressly provided by the terms of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Agreement or any other document to which the Trust is a party, shall in any event require the Trustee, to perform, or be responsible for the manner or omission of performance of, any of the duties or obligations of the Settlor under any other agreement or document.

(d) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that the Trustee, in any capacity, has not provided and will not in the future provide, any advice, counsel or opinion regarding the tax, financial, investment, securities law or insurance implications and consequences of the formation, funding and ongoing administration of the Trust.

(e) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that that the Trustee, in any capacity, has not (i) made any investigation as to the accuracy of any representations, warranties or other obligations of the Trust under this Agreement or any other document contemplated hereby, and shall have no liability in connection therewith and (ii) prepared or verified, and shall have no liability for, any information, disclosure or other statement made in any document issued or delivered in connection with the transactions contemplated by this Agreement or any related document or agreement.

Section 5.4 Refrain from Certain Actions. The Trustee shall not be required to take any action under this Agreement if the Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Trustee, is contrary to the terms of this Agreement, or is otherwise contrary to applicable law.

Section 5.5 Reliance. The Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, facsimile transmission, or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by an authorized representative of the proper party or parties, and need not investigate any fact or matter in any such document. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate signed by an authorized officer of the Settlor, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 5.6 Compensation and Expenses. (a) The Trustee shall be entitled to compensation and reimbursement from Trust Assets for all expenses incurred in the course of discharging its duties thereunder, as provided in the schedule attached hereto as Exhibit A.

(b) Trust assets may be used to pay compensation and expenses of the Calculation Agent, upon receipt by the Trustee of written directions to this effect from the Settlor.

Section 5.7 Investment of Trust Assets. (a) The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Assets invested, without distinction between principal and income, in Permitted Investments that comply with the Investment Guidelines. The Trustee may, however, reserve from investment and keep, either as uninvested contributions or the proceeds of sale of investments, such amounts as it may from time to time it deems advisable in order to provide for anticipated Distributions or other expenditures from the Trust Fund, notwithstanding the provisions of 20 Pa. C.S. §7207. The Trustee does not guaranty any positive return on any such investment and the Trustee shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties, in connection with the purchase or liquidation of any investment made hereunder.

(b) The Settlor shall provide a draft set of Investment Guidelines to the Trustee no later than February 28, 2020, and shall provide final Investment Guidelines to the Trustee no later than the Closing Date. Such final Investment Guidelines may be subsequently revised by agreement of the Settlor and the Trustee, but only with the written approval of Aqua Wastewater.

Section 5.8 Trustee Powers. Except as otherwise specifically provided in this Trust Agreement, the Trustee shall have authority, in addition to and not in limitation of any authority given it by law, but shall have no obligation to exercise the following powers:

(a) To acquire or dispose of Permitted Investments which may from time to time or at any time constitute the Trust Fund for such prices and on such terms as the Trustee may deem proper, and to make, execute, and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers, and other legal instruments, either necessary or convenient for passing the title and ownership thereto, free and discharged of all trusts and without liability on the part of such purchasers to see to the application of the purchase money.

(b) To cause any Permitted Investment to be registered in or transferred into (i) its name as the Trustee, (ii) the name of the Trust, or (iii) the name or names of their nominee or nominees or to retain same unregistered or in form permitting transfer by delivery, and to maintain all such investments through such agents, custodians, and other means as it deems appropriate, *provided* that the books and records of the Trustee at all times shall show that all such investments are part of the Trust Fund.

(c) To vote upon any stocks, bonds, or other securities, and to give general or special proxies or powers of attorney with or without power of substitution; provided that the Trustee shall vote in favor of management or recommended proposals in all instances unless otherwise directed in writing by the Settlor.

(d) To exercise any option, to accept in exchange or to subscribe for additional securities, to exercise any conversion privileges, and to make any necessary payments therefor.

(e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Trust, without liability for interest thereon.

(f) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To determine what is principal and what is income hereunder, and, in its sole discretion, to allocate or apportion gains and losses realized from the sale or other disposition of any assets between principal and income.

(h) Generally to exercise all rights of ownership and disposition over the Trust Fund and to do all acts and things which the Trustee may consider in the best interests of the Trust Fund.

Section 5.9 Indemnity of Trustee.

To the fullest extent permitted by applicable law, the Trustee and each of its directors, officers, employees, agents, affiliates, successors, assigns and legal representatives, (each an "Indemnified Person") shall be indemnified, defended and held harmless by, and entitled to reimbursement from, the Trust out of Trust Assets with respect to any loss, liability, obligation, damages, penalty, tax, claim, action, investigation, proceeding, cost, expense or disbursement, including reasonable attorneys', experts' and other professionals' fees and expenses of any kind or nature whatsoever (collectively "Costs"), arising out of or incurred in connection with this Agreement, the Trust Fund, the Trust Assets, the administration of the Trust Fund and the Trust Assets or any action or inaction of the Trustee hereunder, except to the extent that such Costs arise out of or result from the Trustee's own willful misconduct, bad faith or gross negligence. The indemnities contained in this Section 5.9 shall survive the resignation or removal of the Trustee or the termination of this Agreement.

Section 5.10 Interpretation and Direction.

To the extent the Trustee determines that any substantial ambiguity exists in the interpretation of any definition, provision or term contained in this Agreement pertaining to the performance of its duties hereunder, or to the extent more than one methodology can be used to make any of the determinations or calculations to be performed by any Trustee hereunder, the Trustee may request written direction from the Settlor as to the interpretation or methodology it should adopt with respect thereto. The Settlor shall promptly provide such written direction, and the Trustee shall be entitled conclusively to rely upon, and shall be protected and held harmless in acting upon, such written direction.

Section 5.11 Books and Records. (a) The Trustee shall direct the preparation and maintenance of full and accurate accounts of all receipts, investments, disbursements, and other transactions of the Trust Fund. All such accounts, books, and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Settlor.

(b) The Trustee shall retain records relating to the Trust Fund for as long as necessary for the proper administration thereof, and at least for any period required by applicable law.

Section 5.12 Accounting and Reports. (a) The Trustee shall provide to the Settlor customary quarterly or monthly written reports of all receipts and expenditures made from the Trust Fund during the month, in such detail and format as may be agreed upon by the Trustee and the Settlor from time to time. Unless otherwise determined by the Trustee, the Trustee shall (a) maintain (or cause to be maintained) the books of the Trust on a calendar-year basis and on the cash method of accounting. The financial records of the Trust shall be kept in conformity with generally accepted accounting principles applied on a consistent basis, and with such other requirements as may reasonably be required by the Trustee or the Settlor.

(b) The Trustee shall as soon as practicable, but in no event later than three (3) months after the end of each fiscal year of the Trust, provide to the Settlor or its designee (i) the Trust's revenue and expense statement for such fiscal year and (ii) the Trust's balance sheet as of the end of such fiscal year, each accompanied by the certificate or opinion of a firm of independent certified public accountants selected by the Trustee and approved by the Settlor.

(c) Within ninety (90) days after termination of the duties of the Trustee, and at such other times (if any) as the Settlor may determine in its discretion, the Trustee shall render to the Settlor or its designee a written account setting forth all transactions effected by the Trustee since the period covered by its last such preceding account and showing at its then fair market value all property held at the end of the accounting period. Upon the expiration of ninety (90) days from the date such account is rendered, the Trustee shall be released and discharged from accountability to the Settlor as respects the same, unless the Settlor shall have filed with the Trustee a written statement claiming gross negligence, willful misconduct, or lack of good faith by the Trustee with respect thereto. If any such objection is filed and is not satisfactorily adjusted by the parties, the Trustee shall have the right to apply to a court of competent jurisdiction for judicial settlement of such account at the sole cost and expense of the Trust. Neither the Settlor nor any other person shall have the right to demand or be entitled to any further or different accounting by the Trustee, except as may otherwise be required by law.

(d) The Trustee shall also furnish to the Settlor or its designee such other reports as may be reasonably requested by the Settlor; provided that any costs or expenses incurred by the Trustee in preparing, directly or through a third party subcontractor, any reports that are outside of the scope of the trustee's usual and customary reporting shall be borne solely by the Trust .

Section 5.13 Third Party Reliance. (a) No person having any dealing with the Trust Fund or the Trustee shall be bound to inquire of the duty, authority, or power of the Trustee to perform any act which it undertakes to perform. No person purchasing or acquiring property or lending money to the Trustee shall be bound to see to the application of the purchase money or other property transferred or loaned to the Trustee, or to inquire into the propriety or validity of the said sale, disposition, or loan by the Trustee.

(b) Every instrument executed by the Trustee shall be conclusive in favor of any person, partnership, corporation relying thereon that (a) at the time of the delivery of the instrument the

Trust was in full force and effect, (b) the instrument was effected in accordance with the terms and conditions of this Agreement, and (c) the Trustee was duly authorized and empowered to execute the instrument.

Section 5.14 Interpretation; Rules. The Trustee shall have the power to construe the provisions of this Agreement and the terms used in this Agreement, and any construction adopted by the Trustee in good faith consistent with the purpose of the Trust shall be binding upon all persons.

ARTICLE 6 POWER OF SUBSTITUTION

Section 6.1 Power of Substitution. (a) The Settlor shall have the right to acquire any asset of the Trust (an "Acquired Asset") by transferring to the Trustee in exchange for the Acquired Asset one or more other assets (collectively the "Substituted Asset") having a fair market value that is no less than the fair market value of the Acquired Asset.

(b) To the extent (if any) that the fair market value of the Substituted Asset exceeds the fair market value of the Acquired Asset, the Settlor shall be deemed to have made an Additional Contribution to the Trust under Section 3.3 above.

Section 6.2 Confirmations. (a) The Trustee shall take such reasonable steps as may be necessary in order to confirm, prior to the exchange of assets, that the fair market value of the Acquired Asset is no greater than the fair market value of the Substituted Asset. If the Trustee determines that the fair market value of the Acquired Asset is greater than the fair market value of the Substituted Asset, the Trustee shall not transfer the Acquired Asset to the Settlor or accept the Substituted Asset from the Settlor.

(b) The Trustee shall not accept any Acquired Asset in substitution for a Substituted Asset unless it has previously received written confirmation from the Calculation Agent that such substitution will not adversely affect the ability of the Settlor to fund Distributions (e.g., due to a reduction in the liquidity of the Trust).

ARTICLE 7 TERMINATION

Section 7.1 Termination. The Trust shall terminate when all of the assets of the Trust have been exhausted in furtherance of the purposes set forth in Section 2.2 above.

Section 7.2 Trust Irrevocable. Neither the Settlor nor any other person is entitled to revoke or terminate the Trust.

ARTICLE 8 AMENDMENTS

Section 8.1 Amendment of Agreement. Notwithstanding the irrevocability of the Trust, the Trustee is authorized to institute a judicial proceeding in a court of competent jurisdiction to reform this Trust for the sole purpose of meeting any and all federal statutory or regulatory requirements which may affect the taxability of the Trust and which were enacted or instituted subsequent to the inception of the Trust. *Provided, however,* that this provision shall not apply if its existence would result in the overall loss of favorable tax treatment, thereby defeating the purpose of this right of reformation.

ARTICLE 9 MISCELLANEOUS

Section 9.1 No Legal Title to Trust Property. No transfer, by operation of law or otherwise, of any right, title, or interest in the Trust assets shall operate to terminate this Agreement or the Trust, or shall entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Trust Assets.

Section 9.2 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Settlor, the Trustee, and the Beneficiaries, and nothing in this Agreement, whether express or implied, shall be construed to give to the Distribution Agent, any Affiliate of the Distribution Agent, any other person any legal or equitable right, remedy, or claim in the Trust Assets or under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

Section 9.3 Notices. All demands, notices and communications upon or to the Settlor or the Trustee under this Agreement (including Distribution Orders) shall be in writing, personally delivered, sent by electronic facsimile (with hard copy to follow via first class mail), sent by email (with hard copy to follow via first class mail), or mailed by certified mail return receipt requested, and shall be deemed to have been duly given upon receipt, to the following address (or to such other address as the notice party may direct):

To the Settlor:

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

with copies to:

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

and

AQUA WASTEWATER PENNSYLVANIA, INC.

Attention: _____

To the Trustee:

Univest Bank and Trust Co.
14 North Main Street
PO Box 559
Souderton, PA 18964
Attention: John C. Kazary, Esq., CTFA – Vice President and Wealth Trust Advisor

with a copy to:

Univest Bank and Trust Co.
14 North Main Street
PO Box 64197
Souderton, PA 18964
Attention: Megan Duryea Santana, General Counsel

Section 9.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 9.5 Successors and Assigns. (a) Neither party hereto may assign any of its obligations or rights under this Agreement without the prior written consent of the other party except for obligations and rights delegated under 20 Pa. C.S. Section 7206.

(b) All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Settlor, the Trustee, and their respective successors and permitted assigns.

Section 9.6 Headings, etc. Titles for sections are for general information only, and this Agreement shall not be construed by reference to such titles. Wherever required by context, the singular of any word used in this Agreement shall include the plural and the plural may be read in the singular. Words used in the masculine shall be read and construed in the feminine where they would so apply.

Section 9.7 Governing Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity, and performance.

Section 9.8 Consent to Jurisdiction and Service of Process. Each of the parties to this Agreement hereby irrevocably submits to the jurisdiction of any Pennsylvania state court sitting in Delaware County, Pennsylvania or the U.S. District Court for the Eastern District of

Pennsylvania, and any appellate courts thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereby irrevocably agrees, to the extent permitted by law, that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or U.S. federal court. Each of the parties hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and any right of jurisdiction in such action or proceeding on account of the place of residence or domicile of such party. A final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 9.9 Tax Status of the Trust. The Trust is intended to be a "grantor trust" of which the Settlor is treated as the owner for federal income-tax purposes under Code Sections 671 *et seq.* The Trust is intended to qualify as a governmental entity for state and local tax purposes.

Section 9.10 Entire Agreement. This Trust Agreement shall not be deemed to be varied, altered or amended by any other statement, representation or agreement by or between any person or persons whomsoever, whether written, oral or implied in any way, except as provided in this Agreement.

Section 9.11 Reliance on Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments thereto certified to be true and correct.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of Effective Date.

SETTLOR:

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: _____

Name: _____

Title: _____

TRUSTEE:

UNIVEST BANK AND TRUST CO.

By: _____

Name: _____

Title: _____

EXHIBIT A
SCHEDULE OF TRUSTEE COMPENSATION

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF : ss.

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Delaware County Regional Water Quality Control Authority for the purposes therein contained.

I have signed my name and affixed my seal.

Notary Public
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF : SS.

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of _____ Bank, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as trustee.

I have signed my name and affixed my seal.

Notary Public

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
AND
AQUA PENNSYLVANIA WASTEWATER, INC.

_____, 2020

This Memorandum of Understanding ("MOU") between the Delaware County Regional Water Quality Control Authority, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601, *et seq.* ("DELCORA") and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater") is being entered into as of [inset date] in support of a certain agreement dated September 17, 2019, as amended on February 24, 2020, between DELCORA and Aqua Wastewater ("Sewer System Sale Agreement") under which DELCORA has agreed to sell and Aqua Wastewater has agreed to purchase certain sewer equipment and facilities of DELCORA's serving various residential, commercial, industrial, and municipal customers in Delaware County and Chester County, Pennsylvania ("Sewer System").

DELCORA and Aqua Wastewater, individually a "Party" and collectively the "Parties" intend for this MOU to be legally binding upon them and be construed and subject to the laws of the Commonwealth of Pennsylvania.

The purpose of this MOU is to set forth the Parties' general understanding and agreement regarding how Aqua Wastewater can assist with applying a payment to DELCORA customers bills from the net proceeds to be received by DELCORA from Aqua Wastewater from the sale of the Sewer System under the Sewer System Sale Agreement.

The Parties acknowledge that DELCORA has separately established a trust under the DELCORA Rate Stabilization Fund Trust Agreement dated December 27, 2019 (the "Trust Agreement"), into which the net sale proceeds, along with investment earnings thereon and any other amounts contributed to the Trust, will be distributed in accordance with the Trust Agreement.

This MOU shall be effective on the date specified above ("Effective Date") and shall be filed with the Pennsylvania Public Utility Commission ("PUC") under Section 507 of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C. S. § 507. On and after the Closing:

1. Aqua Wastewater shall issue a bill to each DELCORA customer for each billing period using the full cost of service rates authorized by the PUC.
2. The customer assistance payment for each DELCORA customer for each billing period shall be applied to each DELCORA customer bill.
3. Aqua Wastewater shall calculate the customer assistance payment amount for each DELCORA customer and the total customer assistance payment amount for each billing period, and shall provide its calculation, along with any and all information

necessary to confirm the calculation of both payment amounts to the designated calculation agent.

4. DELCORA shall timely direct the Trustee under the Trust Agreement to transfer to Aqua Wastewater by Fedwire an amount equal to the total customer assistance amount confirmed by the designated calculation agent for the applicable billing period.
5. The Parties shall at all times cooperate with each other and the designated calculation agent to implement this MOU timely.

Dated: _____

Aqua Pennsylvania Wastewater, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Delaware County Regional Water Quality
Control Authority

By: _____

Name: _____

Title: _____

10





Swarthmore
PLANNING COMMISSION

121 Park Avenue
Swarthmore, Pennsylvania 19081
Telephone 610•543•4599
Fax 610•543•1833
Email swarthmore2@comcast.net
www.swarthmorepa.org

August 28, 2020

Mr. Edward L. Woyden
Gannett Fleming
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2404

Dear Mr. Woyden:

In accordance with PA Code Title 25 Chapter 71 §71.31(b), Swarthmore Borough Planning Commission hereby provides comments on the DELCORA Asset Transfer Act 537 Plan Update. These comments were approved by Swarthmore Borough Planning Commission on Thursday, August 27, 2020.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Chris DeBruyn
Swarthmore Planning Commission Planning Commission

cc Swarthmore Borough Council
Swarthmore Planning Commission

Comment/Objection by The Swarthmore Planning Commission
to DELCORA and the PA DEP

re

DELCORA Asset Transfer Act 537 Plan Update of July 1, 2020

This Comment/Objection is filed on behalf of The Swarthmore Planning Commission, a committee of The Borough of Swarthmore, 121 Park Ave., Swarthmore, PA 19081 (herein "The Borough").

The Borough sanitary sewer system connects with the DELCORA sanitary sewer system via the Central Delaware County Authority (CDCA). DELCORA processes Swarthmore sanitary waste and determines Swarthmore sewer rates under service agreements with CDCA that will be acquired by Aqua as part of the acquisition.

The proposed ACT 537 Plan depends entirely on the sale of DELCORA assets to Aqua. The transfer of DELCORA's assets to Aqua is NOT in the best financial interests of rate payers in the service area, neither is it in the best interests of the environment under the Consent Decree of June 2015. The Pennsylvania Department of Environmental Protection should deny approval of the proposed DELCORA ACT 537 Plan.

The proposed DELCORA ACT 537 Plan will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.

The sale of this sewer system cannot proceed fairly without Public entities responsible under the 2015 Consent Decree, transparent public valuation of the assets, and implementation of a proper Rate Stabilization Agreement subject to PUC oversight.

Summary of Reasons for Comment and Objection

1. The DELCORA ACT 537 Plan and transfer of the System to Aqua will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.
2. The ACT 537 Plan would implement funding and operation of the Trust, which is a circular transaction that principally benefits Aqua and not DELCORA customers.
3. The ACT 537 Plan does not provide a true discount of the sewer rate - the Trust only provides a partial forbearance on collection of the full billed rate and no actual rate stabilization.
4. The ACT 537 Plan would implement the Trust which is a fund with no practical legal accountability to customers, ratepayers and consumers and will not be subject to PUC oversight.
5. The ACT 537 Plan would implement the Trust which is inadequate compensation for transfer to Aqua of DELCORA assets for an undervalued price with no regulated rate stabilization agreement.

6. The ACT 537 Plan would permit Aqua to implement immediate substantial rate Increases in order to fund their corporate expansion. The DELCORA Public system must be maintained in Public hands to avoid burdening customers with the cost of Aqua's private profit margin.
7. The ACT 537 Plan cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.
8. The DELCORA System is a relatively healthy sewer system. It is not in distress. DELCORA does not need to be rescued by Aqua. The ACT 537 Plan is not in the interests of the Public.

The Pennsylvania Department of Environmental Protection should deny approval of the proposed DELCORA Act 537 Plan Update of July 1, 2020.

The deadline for the Public and Municipalities to comment, object and protest these transactions should be extended to October 1, 2020, and notice should be given of extra steps taken by the agencies to ensure significant Public and Municipal participation in the review process due to the Covid-19 emergency.

1. The DELCORA ACT 537 Plan and transfer of the System to Aqua will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.

The proposed DELCORA ACT 537 Plan turns the current responsible Party under the Consent Decree (DELCORA) into a mere shell corporation. Under the proposed ACT 537 Plan Aqua is free to transfer sewer system to another company or entity that is a mere shell. If Aqua sells a part of the system to another company, it will substantially undermine the ability of PA DEP to enforce the Consent Decree.

The ACT 537 Plan allows Aqua to transfer all, or portions of, the DELCORA assets over time to another company to avoid environmental liabilities. There is no legal guarantee in the ACT 537 Plan that Aqua will continue as the owner.

If DELCORA continues to operate as a Public sewer system, there will always be a responsible local Party liable to meet the environmental obligations under the Consent Decree.

Paragraph 5 of the Consent Decree provides that in the event of a sale of DELCORA advance notice must be given to the United States and to the Pennsylvania DEP. The United States and PA DEP must agree to the sale and to the transfer to Aqua of DELCORA's obligations under the Consent Decree. PA DEP should not approve the DELCORA ACT 537 Plan and asset transfer because it will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA.

2. The Funding and Operation of the ACT 537 Plan Trust is a Circular Transaction That Principally Benefits Aqua and Not the DELCORA Customers.

On November 13, 2019, the CDCA board conducted a Public meeting in Ridley Township, PA, of on the subject of Aqua's acquisition of DELCORA, which was attended by representatives of DELCORA and Aqua. At that meeting a member of the Public (Ross F. Schmucki) requested a copy of the Trust to review. Christopher Franklin, Chairman and CEO of Aqua America, and David Nasatir, Esq. (outside counsel for DELCORA) were at that meeting, and they communicated to Mr. Schmucki that Mr. Nasatir was authorized to answer questions about the Trust and would provide Mr. Schmucki with a copy of the Trust. On December 18, 2019, Mr. Nasatir emailed the Trust to Mr. Schmucki.

Please see the Nov. 17, 2019 email of Mr. Franklin attached as Exhibit A; the Dec. 18, 2019 email of Mr. Nasatir attached as Exhibit B; and the Trust document attached as Exhibit C.

Under the terms of the DELCORA ACT 537 Plan the money Aqua provides for the Trust will be refunded back to Aqua over the life of the Trust. As Mr. Franking says in his own words to Mr. Schmucki, ". . . . Aqua will be the recipient of those funds from the Trust that offset rates." (See Mr. Franklin's email to Mr. Schmucki.)

It is a circular transaction which principally benefits Aqua and not the DELCORA customers. In this sale Aqua will take the DELCORA purchase money out of one Aqua account and that money will be paid back over the life of the Trust into another Aqua account. That circular transaction serves Aqua's interests, but does not serve the interests of DELCORA customers. The Borough of Swarthmore objects to that arrangement.

The ACT 537 Plan Trust provides that Aqua will pay the funds to DELCORA, who will deposit the funds into the Trust account, and then DELCORA will direct the Trust to pay those funds to Aqua Pennsylvania Wastewater, Inc. The funds are never paid to customers.

The Trust money may only be paid to Aqua Pennsylvania Wastewater, Inc. as the "Distribution Agent" under the Trust. DELCORA may only direct the Trust to distribute Trust funds to Aqua Pennsylvania Wastewater, Inc. Aqua distributes the money to itself through the Trust and the Aqua subsidiary, but never to the customers. The Trust provides as follows on page 1,

" . . . Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below;"

3. The ACT 537 Plan Trust Does Not Provide a True Discount of the Rates. The Trust Only Provides a Partial Forbearance on Collection of the Full Billed Rate and No Rate Stabilization.

The DELCORA ACT 537 Plan Asset Transfer Agreement and Trust combined do not provide a true discount of the rate. If it were a true discount, then Aqua would reduce or stabilize the sewer rate. Aqua is not reducing or stabilizing the actual sewer rates under this deal. Aqua's PUC Application says that,

"Aqua is not presenting a rate stabilization plan. Aqua is proposing to implement DELCORA's existing rates after Closing and to maintain those rates until the next Aqua rate proceeding. . . . DELCORA will take a portion of the proceeds of the Proposed Transaction and place them into a trust for the benefit of the DELCORA customers, and is requesting to apply payments to DELCORA customers from the Trust through Aqua's billing process." (PUC Application, page 8, Section VI, paragraph 36)

Aqua plans to raise its rates at the next Aqua rate proceeding in Pennsylvania. Aqua will raise the rates considerably, but the Trust will make the rates appear artificially low. The public will be lulled into complacency by the Trust, never realizing how high the actual rates have risen, until it is too late when the Trust expires.

In fact Aqua will charge the full undiscounted rate which will rise regularly. The customer has no right to reduce that rate, and Aqua will oppose any attempt before the PUC to reduce the rate. That full undiscounted rate will be billed to the customer despite the Trust.

The minimal benefit that the Trust provides is a partial forbearance on collection of the full billed rate. The rate is not discounted - it is fully billed. Aqua Pennsylvania Wastewater, Inc. partially forbears from collecting the full billed rate in light of funds it receives from the Trust. Instead of paying the customers/ratepayers for the sewer system Aqua has purchased, Aqua pays the Trust, which then pays Aqua. It is a circular transaction.

Aqua Wastewater forebears from collecting its full billed rate only to the extent the Trust pays Aqua Pennsylvania Wastewater, Inc. If the Trust investments are poorly managed, there is no forbearance on full rate collection. If the Trust runs out of money, there is no forbearance. The Trust is a poor substitute for a true Rate Stabilization Agreement, where Aqua actually maintains low rates regulated by the PUC that benefit the customer over the long-haul.

4. The ACT 537 Plan Trust is a Fund With No Legal Accountability to Customers, Ratepayers and Consumers and Not Subject to PUC Oversight.

The ACT 537 Plan Trust arises from an unregulated side agreement and Memorandum of Understanding between Aqua and DELCORA. (See Exhibit D - Aqua's PUC Application, Exhibit U2, Appendix B, the Memo of Understanding attached to William C. Packer's Testimony on behalf of Aqua).

Aqua describes the Trust in its Application to the PUC, but the Trust is not mentioned or defined in the Aqua-DELCORA Asset Purchase Agreement. The Trust is not part of the Asset Purchase Agreement. The Trust is private, unregulated and it sits outside the Asset Transfer transaction.

Under the Trust there is no independent Trustee, or neutral Master, to determine whether Aqua's rate increases are fair, or in accord with the sale agreement. The Trustee (Univest Bank) does not even have authority to determine whether proper payments are being made to Aqua Pennsylvania Wastewater, Inc. under the Trust. There is no independent supervision of the Trust.

"The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement." (see Trust Agreement, section 4.1(a)).

The forbearance on collection of the full billed rate is not a legally enforceable right held by the DELCORA customers. The Trust is not subject to government regulation. It is not regulated by the PUC or any other government agency. It is a private, unbreakable Trust.

The customers are on their own, and have no one to sue to enforce the forbearance. Aqua cannot be sued because Aqua is not a party to the Trust. Customers cannot sue DELCORA or the Trustee (Univest Bank) because DELCORA and the Trustee have no discretion under the Trust to do anything except make payments to Aqua Pennsylvania Wastewater, Inc. The customer cannot sue Aqua Pennsylvania Wastewater, Inc. because it does not control the Trust. The amount that any single customer may seek to recover will be too small to justify the cost of litigation.

The Trust is a Fund with no accountability to customers or to municipalities. The Trust is an investment bank account that protects and insulates the Trust money from any and all creditors, so that it may be distributed to Aqua, and only to Aqua, over the life of the Trust.

5. The ACT 537 Plan Trust Is Inadequate Compensation For the Sale of DELCORA for An Undervalued Price With No Regulated Rate Stabilization Agreement.

The value of the partial forbearance on bill collection of the full billed rate (the "discount") is minuscule compared to the value DELCORA is transferring to Aqua in this transaction. It is not a square deal. The DELCORA system is grossly undervalued in the transaction.

There was no public bidding process for the purchase of the DELCORA system. That, in itself, guarantees that the sale is undervalued. In Pennsylvania a municipality is not allowed to sell a \$30,000 truck without getting multiple written bids. Yet DELCORA is being allowed to sell a sewer system worth hundreds of millions of dollars and serving 100,000+ customers in dozens of municipalities without a single competitive bid. The lack of bidding guarantees that the asset is severely undervalued. The price paid by Aqua is unfairly low.

Aqua's biggest competitor (American Water Works Co.) published an open letter on December 12, 2019, in the DELCO Times newspaper stating it wished to bid on the DELCORA system and the asset had to be worth at least \$400 million. American Water Works was shut out.

The Aqua PUC Application reveals the following valuations for DELCORA by private appraisers hired by Aqua and DELCORA.

\$408,883,000 appraisal by Gannett Fleming
\$308,194,006 appraisal by ScottMadden
\$358,538,503 average appraisal
\$276,500,000 agreed Aqua purchase price

Aqua is paying a price that is \$31,694,006 less than the lowest private appraisal with no public bidding and no good explanation.

Aqua estimates that the annual revenue from DELCORA customers is \$70,978,127 and the annual expense is \$41,408,283. (Aqua PUC Application paragraphs 42-43, William C. Packer Testimony, Exhibit U2.) That leaves operating income of almost \$30 million dollars per year (\$29,569,844). That dependable, monopoly, stream of income makes the sale price even more undervalued.

Aqua testified in its PUC Application that the price it will pay for each DELCORA retail customer connection is \$2,250. The price Aqua paid for each retail connection in its most recent other acquisition was \$7,750. That price shortfall clearly shows that the DELCORA customers are significantly underpriced in the sale to Aqua. (Testimony of Aqua VP, William C. Packer, Exhibit U2, pages 9-10).

The facts do not support public claims by Aqua and DELCORA that they low-balled the sale price in order to protect customers from an excessive valuation and future rate hikes. That claim is not genuine and not support by facts. It is clear that Aqua and DELCORA undervalued the asset and negotiated a poor deal for the customers. Aqua was the committed future employer of the DELCORA negotiating team, and Aqua was effectively negotiating with itself.

Aqua offered employment to the DELCORA negotiating team during the negotiation of the sale. Aqua owned both sides of the negotiating table. The jobs of the Seller (DELCORA) were guaranteed by the Buyer (Aqua). (Asset Purchase Agreement, Section 7.03 Personnel Matters & Schedule 7.03 Transferred Personnel, including Employee No. 129, DELCORA Executive Director.)

6. The ACT 537 Plan would permit Aqua to implement immediate substantial rate Increases in order to fund their corporate expansion. The DELCORA Public system must be maintained in Public hands to avoid burdening customers with the cost of Aqua's private profit margin.

The VP Controller of Aqua has testified that the sale of DELCORA to Aqua will result in an immediate 12.55% rate increase to DELCORA customers, a 4.58% rate increase to Aqua water customers and a 14.32% rate increase to Aqua Wastewater customers. (Aqua PUC Application, Testimony of William C. Packer, Exhibit U2, pages 1 & 4)

The Trust will temporarily provide an undefined amount of partial forbearance on collecting these rate increases, but the substantial rate increases themselves will be billed, and permanently "baked into" the customers' long-term, permanent billing rate. The Trust involves a circular payment where funds that DELCORA customers should be paid for the sale of their sewer system are used to finance the Trust in order to hide the impact of the Aqua rate increases. Aqua underpays \$276 million for DELCORA. Instead of paying the purchase price of \$276 million to the ratepayers and Municipalities who financed and authorized the system, Aqua will pay the funds to the empty, defunct shell of DELCORA (now controlled by Aqua). The empty defunct shell of DELCORA then pays the funds to the Trust. The Trust finally pays the funds to Aqua Wastewater, and the circle of payments is complete. The DELCORA customers are left out of the circle of payments.

Aqua will argue that the customers will receive valuable "discounted" sewer service. That is like a store that jacks up their prices before a sale, then "discounts" the prices to provide a "bargain."

Testimony of William C. Packer
PUC App, Exhibit U2

Q: By whom are you employed and in what capacity?

A: I am employed by Aqua Pennsylvania, Inc. ("Aqua PA"), as Vice President - Controller. I also oversee certain financial operations for our parent company and its subsidiary Aqua New Jersey, Inc. ("Aqua NJ"). Aqua PA is the parent company of Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "the Company").

Q: Have you calculated the estimated incremental rate impact of the Proposed Transaction on Aqua's existing customers and each of the DELCORA rate groups?

A: Yes. The potential impact to DELCORA customers is 12.55%, the potential impact to Aqua wastewater customers is 14.32%, and Aqua water customers is 4.58%. This analysis is required by the Commission and I would note this does not include the effect that the Trust will have to assist DELCORA customers in paying for their own cost of service in their utility bills.

Aqua will raise its rates at the next Aqua rate proceeding in Pennsylvania. The Public is lulled into complacency by the Trust, never focusing on the high actual billed rates until it is too late when the Trust expires. The Trust will conceal the pain of the rate hikes during the life of the Trust. By the time the Trust expires it will be too late to challenge those excessive rate hikes.

7. The ACT 537 Plan cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.

This ACT 537 Plan should not be approved. The sale of this asset cannot proceed fairly without transparent public valuation of the asset, and implementation of a robust Rate Stabilization Agreement

subject to PUC oversight. A robust Rate Stabilization Agreement subject to PUC oversight is necessary to protect customers and give them tangible rights to challenge rates. A deceptive Trust such as this one which suckers ratepayers into acquiescing in rate hikes and avoids PUC oversight of the Trust should never be approved.

8. The DELCORA System is a Relatively Healthy Sewer System. The System is Not in Distress. DELCORA Does Not Need to Be Rescued by Aqua. The ACT 537 Plan is not in the interests of the Public.

The DELCORA system is relatively healthy and does not need to be sold. DELCORA has a healthy reserve balance. In 2013 and 2018 DELCORA presented the Municipalities in its service area with updates to its ACT 537 Plans, which made no suggestion that DELCORA should be sold as an alternative under the Plans. In 2013 and 2018 DELCORA presented viable and affordable plans to maintain and upgrade facilities. Swarthmore Borough approved the DELCORA ACT 537 Plans in 2013 and 2018. It was a total surprise and shock when Aqua announced its takeover of DELCORA. That kind of surprise announcement is typical in the high-stakes world of a publicly traded company. That is not how a public utility providing a trusted essential public service should operate.

Conclusion

The Borough of Swarthmore Planning Commission requests that,

1. The Pennsylvania Department of Environmental Protection deny approval of the proposed DELCORA ACT 537 Plan update of July 1, 2020.
2. The deadline for the Public and Municipalities to comment, protest or object to this transaction be extended to October 1, 2020, and notice be given of opportunities to participate in virtual hearings.

THE SWARTHMORE PLANNING COMMISSION

By: Chris DeBruyn - Chairperson

Date: August 28, 2020



RE: [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

Franklin, Christopher H <CHFranklin@aquaamerica.com>

Sun, Nov 17, 2019 at 10:15 PM

To: Ross Schmucki <rossswatborough@gmail.com>, "david.nasatir@obermayer.com" <david.nasatir@obermayer.com>

Cc: Jane Billings <borough_manager@comcast.net>, "Luning, Christopher P" <CPLuning@aquaamerica.com>

Ross,

Thank you for the follow up to our conversation last week. As I mentioned while we were together, I am always happy to visit municipal leadership in areas we serve water. Swarthmore is no exception and as such, please feel free to contact me at any time with questions or comments or to consider dates for mutually convenient in-person discussions.

While we were together, you had questions regarding the DELCORA Trust that is in the process of formation. While I appreciate your questions and understand that you have a considerable background in this area of the law, I am not in a position to answer your questions. The customers are the beneficiaries of the Trust and Aqua will be the recipient of those funds from the Trust that offset rates. As such, Aqua executives and our legal team cannot participate in the planning or execution of the DELCORA Trust. As a representative of the customers in Swarthmore, you are asking the right questions and I am certain that representatives of DELCORA, including David Nasatir (DELCORA outside counsel) will be happy to answer your questions or address your concerns once the Trust documents are far enough along in their development.

Again, if you have any questions regarding Aqua's future ownership of DELCORA, I am happy to discuss them with you. All Trust questions should be posed to DELCORA and their counsel.

Thanks again for your time and follow up.

Best Regards,

Chris



Christopher Franklin

Chairman & CEO

O: 610-645-1081

M: 610-324-3179



From: Ross Schmucki <rossswatborough@gmail.com>
Sent: Wednesday, November 13, 2019 8:16 PM
To: Franklin, Christopher H <CHFranklin@aquaamerica.com>; david.nasatir@obermayer.com
Cc: Jane Billings <borough_manager@comcast.net>; Ross Schmucki <rossswatborough@gmail.com>
Subject: [EXTERNAL] Swarthmore Borough - DELCORA Asset Purchase Trust

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Franklin and Mr. Nasatir,

Yesterday (Nov. 13) Jane Billings (Swarthmore Borough Manager) and I met you at the CDCA board meeting regarding the AQUA offer to purchase DELCORA assets. Swarthmore Borough is serviced by CDCA. Ms. Billings and I asked questions about the asset purchase, and you spoke with us after the meeting.

One of my questions at the meeting was about the Trust intended to alleviate future rate hikes. I asked if I could see the Trust document to see under what circumstances expenditures of principal and income will be allowed. I asked if the Trust was an exhibit to the asset purchase agreement. Mr. Nasatir you said that the Trust document is not yet prepared, but you are willing to share that document. Mr. Franklin in our conversation you said that I should keep asking to see the Trust document.

I am following up on your offers and asking to review the Trust document(s) when you have a version for review to provide comments. I mentioned to you that as a retired Corporate Counsel I am familiar with reviewing corporate legal documents.

Thank you for your anticipated cooperation in sharing the Trust document(s). I

appreciate Mr. Franklin sharing with me the history that AQUA was founded in Swarthmore at the urging of Swarthmore College Professors. If you have any questions or have any desire to visit us in Swarthmore, feel free to contact me or Borough Manager Jane Billings.

Sincerely, Ross F. Schmucki (610-420-3430)

Member Swarthmore Borough Council & Chair Public Works Committee

cc: Jane Billings, Swarthmore Borough Manager (610-543-4599)



Rate Stabilization Trust

Nasatir, David <David.Nasatir@obermayer.com>

Wed, Dec 18, 2019 at 12:03 PM

To: Ross Schmucki <rossswatborough@gmail.com>

Cc: "Ayres, Warren" <Warren.Ayres@obermayer.com>, "Stryker, Nina" <Nina.Stryker@obermayer.com>, "Wyatt, Thomas" <thomas.wyatt@obermayer.com>

Ross

As you requested, attached please find in substantially final form, the Rate Stabilization Trust Agreement which will be presented to the DELCORA board at its upcoming meeting. This has been the compilation of work done by our Trust and Estates team, our Tax team, as well as other lawyers including Univest in house counsel and Stradley Ronon attorneys on behalf of Univest. We believe it reflects the interests of all the parties to insure that proceeds will go to the rate stabilization effort envisioned by the DELCORA Board during this process.

Thank you.

Dave

**OVERMAYER***Looking forward Thinking ahead***David A. Nasatir, Esquire**

Vice Chair of the Firm

Chair, Business & Finance Department

Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West1500 Market Street | Suite 3400
Philadelphia, PA 19102-2101
215.665.3036 tel | 215.665.3165 fax
david.nasatir@obermayer.com | www.obermayer.com



Delcora - Rate Stabilization Trust Agreement 12.18.2019.pdf

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**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

between

**THE DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY**

as SETTLOR

and

UNIVEST BANK AND TRUST CO.

as TRUSTEE

Effective Date: December __, 2019

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[to be conformed to final draft]

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**DELCORA RATE STABILIZATION FUND
TRUST AGREEMENT**

THIS DELCORA RATE STABILIZATION FUND TRUST AGREEMENT, dated as of the Effective Date, is by and between **THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* (the "Settlor"), and **UNIVEST BANK AND TRUST CO.**, a Pennsylvania state-chartered bank and trust company, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Settlor currently owns and operates a sewer system (the "Sewer System") serving various residential, commercial, industrial, and municipal customers in Delaware County, Pennsylvania (the "DELCORA Customers");

WHEREAS, pursuant to that certain agreement dated September 17, 2019 (the "Sewer System Sale Agreement") between the Settlor and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater"), the Settlor has agreed to sell the Sewer System to Aqua Wastewater;

WHEREAS, the Settlor has agreed to devote a majority of the proceeds which it receives from the sale of the Sewer System (the "Sale Proceeds") to stabilizing the amounts which the DELCORA Customers will pay for access to the Sewer System during a period of years following the closing under the Sewer System Sale Agreement (the "Closing Date");

WHEREAS, the Settlor and the Trustee desire to establish a trust for the benefit of the DELCORA Customers (the "Trust"), and the Trustee agrees to serve as trustee of such trust;

WHEREAS, the Settlor has entered into a Funding Agreement with the Trustee bearing even date herewith (the "Funding Agreement") pursuant to which the Settlor has agreed to contribute to the Trust a majority of the Sale Proceeds on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement;

WHEREAS, the Settlor and Aqua Resources, Inc., will enter into a rate stabilization agreement, of which Aqua Wastewater will be the designated third party Distribution Agent, pursuant to which (a) Aqua Wastewater will bill DELCORA Customers at reduced levels and (b) the Trust will reimburse Aqua Wastewater for such reductions, as and when so directed by the Settlor pursuant to Article 5 below; and

WHEREAS, the Settlor and the Trustee desire that the Sale Proceeds transferred to the Trust pursuant to this Agreement, together with all other funds transferred to the Trustee hereunder, be held and administered as an irrevocable trust for the benefit of the DELCORA Customers pursuant to the provisions of this Trust Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants expressed herein, and intending to be legally bound, the Settlor and the Trustee hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Except as otherwise specified herein, or as the context otherwise requires, the following terms have the respective meanings set forth below for all purposes of this Agreement, including, without limitation, the recitals hereto.

"Affiliate" means, with respect to any specified person, any other person controlling or controlled by or under common control with such specified person. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" or "Trust Agreement" means this trust agreement between the Settlor and the Trustee, as such document is modified or reformed from time to time.

"Aqua Resources" means Aqua Resources, Inc., a Pennsylvania business corporation which is an Affiliate of Aqua Wastewater, and its successors and assigns.

"Aqua Wastewater" means Aqua Wastewater Pennsylvania, Inc., a Pennsylvania business corporation operating as a wastewater utility company, and its successors and assigns.

"Beneficiaries" shall refer to the DELCORA Customers.

"Calculation Agent" means the company engaged by the Settlor to provide calculation services in connection with the implementation of the Rate Stabilization Agreement.

"Closing Date" means the date of closing under the Sewer System Sale Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder. References to such Code shall be taken as references to any corresponding provisions of future law.

"County" means Delaware County, Pennsylvania.

"DELCORA Customers" means the customers connected to the Sewer System.

"Distribution Agent" shall refer to Aqua Wastewater or any successor thereto serving as the entity responsible for allocating rate reductions as provided under the Rate Stabilization Agreement to and among the Beneficiaries.

"Distributions" means distributions made by the Trustee to the Distribution Agent from time to time, as directed by the Settlor, pursuant to Article 4 below.

"Distribution Order" means a written direction delivered by an authorized representative of the Settlor to the Trustee instructing the Trustee to make a Distribution.

"Effective Date" means December __, 2019.

"Escrow Agreement" means that certain Escrow Agreement among the Settlor, the Trustee (as escrow agent), and Aqua Wastewater dated as of December __, 2019.

"Fund" or **"Trust"** means the Delaware County Regional Water Quality Control Authority Rate Stabilization Trust, which is the trust created pursuant to this Trust Agreement.

"Funding Agreement" means that certain agreement between the Settlor and the Trustee bearing even date herewith, pursuant to which the Settlor will be required to transfer a majority of the Sale Proceeds to the Trust on the Closing Date, as well as any amounts which Settlor may receive under Section 9 of the Escrow Agreement.

"Investment Guidelines" means such guidelines for the investment of the Trust assets as shall be provided from time to time by the Settlor to the Trustee.

"Permitted Investments" means investments which an authority constituted under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601 *et seq.* is permitted to make under applicable law.

"Rate Stabilization Agreement" means the agreement to be entered into by and between the Settlor and Aqua Resources, with Aqua Wastewater as a designated third party Distribution Agent, pursuant to which (a) the Distribution Agent will agree to bill the Beneficiaries at reduced levels and (b) the Settlor will agree to direct the Trust to reimburse the Distribution Agent for such reductions, pursuant to Article 4 of this Trust Agreement.

"Settlor" means the Delaware County Regional Water Quality Control Authority and its successors (including the County upon termination of the Settlor).

"Sewer System" means the sewer system which is currently owned and operated by the Settlor and which will be sold by the Settlor to Aqua Wastewater, as improved by Aqua Wastewater subsequent to the Closing Date.

"Trust Assets" means the assets held from time to time by the Trustee in the Trust Fund.

"Trust Expenses" means the trustee compensation and any other expenses of the Trust, including, without limitation, amounts payable out of the Trust Fund pursuant to Section 5.6 below.

"Trustee" means Univest Bank and Trust Co., and its successors and permitted assigns.

"Trust Fund" means the trust estate managed, protected, and conserved pursuant to the terms and conditions of this Trust Agreement, which shall consist of the Sale Proceeds deposited by the Settlor hereunder, and any Additional Contributions made to the Trust under Section 3.3 hereof, together with any and all investment income earned from Permitted Investments made and held by the Trustee pursuant to this Trust Agreement.

Section 1.2 Other Definitional Provisions. (a) All references to Articles, Sections, and subsections are to Articles, Sections, and subsections of this Agreement unless otherwise specified. All terms defined in this Agreement shall have the defined meanings herein when used in any certificate, notice, or other document made or delivered pursuant hereto, unless otherwise defined therein.

(b) In the event of any change in the identity of the Settlor, Distribution Agent or Calculation Agent as defined above, whether by merger, incorporation or cessation of existence, written notice of the identity and contact information for the successor entity shall be provided in writing to the Trustee within ten (10) days of any change in accordance with the notice requirements of Section 9.3 below.

ARTICLE 2 ORGANIZATION

Section 2.1 Declaration of Trust. The name of the Trust shall be "The Delaware County Regional Water Quality Control Authority Rate Stabilization Trust." Effective as of the Effective Date, the Trustee shall have all of the rights, powers and duties set forth herein with respect to accomplishing the purposes of the Trust.

Section 2.2 Purposes of the Trust. The purposes of the Trust are to benefit the Beneficiaries by receiving Sale Proceeds deposited into the Trust Fund by the Settlor and any additional contributions made to the Trust under Section 3.3 hereof, investing and reinvesting such Sale Proceeds and any Additional Contributions, and making Distributions from time to time to the Distribution Agent for the benefit of the Beneficiaries, as directed by the Settlor pursuant to Article 4 below. The Distributions to the Distribution Agent are intended to reimburse the Distribution Agent for rate reductions which the Distribution Agent provides to the Beneficiaries pursuant to the Rate Stabilization Agreement. Neither the Distribution Agent nor any of its Affiliates is an intended beneficiary of the Trust.

Section 2.3 Appointment of Trustee. The Settlor hereby appoints the Trustee of the Trust, effective as of the Effective Date, to have all the rights, powers, and duties and all of the protections, indemnities, and immunities set forth herein. The Trustee hereby accepts such appointment.

Section 2.4 Title to Trust Property. Legal title to all the Trust Assets shall be vested at all times in the Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Trust Assets to be vested in the Trustee, in which case title shall

be deemed to be vested in the Trustee or a Trustee, as the case may be, *provided* that the Trustee shall have the power to cause legal title to any Trust Assets to be held by or in the name of the Trust, a custodian, sub-custodian, securities depository, or their respective nominee.

Section 2.5 Situs of Trust. The Trust shall be located in the Commonwealth of Pennsylvania, and questions pertaining to the validity and construction of this Agreement and with respect to the administration of the Trust shall be determined in accordance with the laws of the Commonwealth of Pennsylvania. The Trustee may, however, at any time and from time to time transfer the situs of the Trust to any other jurisdiction that the Trustee may deem appropriate.

Section 2.6 Use of Trust Assets. Trust Assets shall be used solely to carry out the purposes set forth in Section 2.2 above, and shall not be subject (in whole or in part) to voluntary or involuntary assignment, anticipation, legal process, or claims of creditors of the Settlor, the Distribution Agent, the Aqua Parent, any Beneficiary, or any other person or entity.

ARTICLE 3 CONTRIBUTIONS TO THE TRUST

Section 3.1 Initial Contribution. The Settlor shall transfer one thousand dollars (\$1000.00) in cash to the Trust on the Effective Date.

Section 3.2 Contribution of Sale Proceeds. On or as soon as practicable after the Closing Date, the Settlor shall transfer to the Trust (or direct Aqua Wastewater to transfer to the Trust on the Settlor's behalf) that portion of the Sale Proceeds (comprising a majority of the Sale Proceeds) which the Settlor is required to contribute to the Trust pursuant to the Funding Agreement.

Section 3.3 Additional Contributions. In addition to the contributions described in Sections 3.1 and 3.2 above, the Trustee may receive such additional contributions as may be made to it from time to time by the Settlor or any other person in the form of cash, securities, or other property acceptable to the Trustee (the "Additional Contributions"). Such Additional Contributions may include (without limitation) funds released from time to time from one or more escrow accounts created under the Sewer System Sale Agreement. *Provided, however*, that the Trustee shall have no responsibility for collecting any such Additional Contributions.

Section 3.4 Acceptance by the Trustee. The Trustee hereby agrees to accept the contributions described in sections 3.1, 3.2, and 3.3 above for the benefit of the Beneficiaries, and agrees to use such funds pursuant to the terms of this Agreement.

ARTICLE 4 DISTRIBUTIONS FROM THE TRUST

Section 4.1 Distributions. (a) The Settlor shall direct the Trustee to make Distributions to Aqua Wastewater from time to time in accordance with the Rate Stabilization

Agreement. The Trustee shall have no duty to determine whether or not the amounts or timing of such Distributions are proper under the Rate Stabilization Agreement.

(b) The Trustee shall make Distributions to the Distribution Agent from time to time in accordance with written directions received by the Trustee from a duly authorized representative of the Settlor (each a "Distribution Order"). *Provided, however,* that the Trustee shall make such Distribution no later than ten (10) business days after the date on which the Trustee receives the Distribution Order. Such Distributions will be made to the Distribution Agent solely for the purpose of reimbursing the Distribution Agent for rate reductions made pursuant to the Rate Stabilization Agreement. For purposes of this Section 4.1, written notification of the identity and contact information of the duly authorized representative of the Settlor shall be provided to the Trustee in writing at least annually on January 1, or upon any subsequent change in such authorized representative, within five (5) days thereof, in accordance with the requirements of Section 9.3 below.

Section 4.2 No Right of Reversion. Under no circumstances shall the Settlor or any successor thereto have any rights of reversion under this Trust Agreement. All Trust Assets shall be disbursed in furtherance of the purposes set forth in Section 2.2.

ARTICLE 5 TRUSTEE

Section 5.1 Trustee Resignation, Removal, and Succession. (a) Any Trustee serving hereunder shall have the right, upon ninety (90) days' prior written notice delivered to the Settlor, to resign as Trustee of this Trust. At any time after the sixth (6th) anniversary of the Closing Date, the Settlor shall have the right, upon ninety (90) days' prior written notice to the Trustee, and upon payment of all amounts due and owing hereunder, to remove such Trustee as a trustee. Upon notice of such resignation or removal, the Settlor shall appoint a successor Trustee in writing within thirty (30) days of the expiration of the ninety (90) day notice period, such appointment to be accepted in writing by the successor trustee so designated. If the Settlor fails to appoint a successor trustee, the Trustee may secure the appointment of a successor trustee in any manner permitted by law, including by petition or application to the appropriate court of jurisdiction. The resignation or removal of Trustee shall only become effective upon the appointment and qualification of the successor trustee. *Provided, however,* that the entity serving as Trustee hereunder shall at all times be a corporate trustee having assets under management of no less than _____ dollars (\$ _____).

(b) Upon the appointment, and timely written acceptance of the appointment of a successor trustee as provided herein, the Trustee shall transfer and convey to the successor Trustee all Trust Assets held by the Trustee. When such transfer and conveyance are completed, the Trustee shall be released and discharged from all liability relating to further administration and investment of the Trust.

(c) No Trustee taking office shall be liable in any way for the acts or omissions of any Trustee prior to such Trustee's assumption of office, or shall have any duty to review the performance of a Trustee prior to that date.

(d) Except as specifically authorized hereunder, all powers of the Trustee shall be exercised by the Trustee alone.

Section 5.2 Duties of Trustee. The Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, subject to and in accordance with the provisions of this Agreement. No implied duties, covenants, or obligations shall be read into this Agreement against the Trustee, the Settlor, or any Affiliate of either the Trustee or the Settlor. The Trustee shall oversee the conduct of the activities of the Trust, make and execute contracts and other instruments on behalf of the Trust, and may sue and be sued on behalf of the Trust in the name of the Trust, subject to the terms of this Agreement.

Section 5.3 Acceptance of Trust and Duties. (a) Except as otherwise provided in this Article 5, in accepting the trust hereby created, the Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust Assets for payment or satisfaction thereof. The Trustee accepts the trust hereby created and agrees to perform its duties hereunder, but only in accordance with the express terms of this Agreement.

(b) In carrying out its duties hereunder, the Trustee shall exercise the rights and powers vested in it hereunder in good faith, but only on the terms expressly set forth herein. Neither the Trustee nor any of its officers, directors, employees, agents or affiliates shall have any implied duties (including fiduciary duties) or liabilities otherwise existing at law or in equity with respect to the Trust, which implied duties and liabilities are hereby eliminated. No provision of this Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, its own bad faith, its own breach of its representations, warranties or covenants given in its individual capacity or its own willful misconduct. In addition:

(i) The Trustee shall be liable for its willful misconduct or gross negligence in acting or failing to act, except that the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in accordance with a direction received by it from the Settlor or Calculation Agent pursuant to this Agreement;

(ii) The Trustee shall not be liable for any error of judgment, or for any action taken, suffered or omitted to be taken by it, in good faith, nor for any act or omission of any predecessor and/or successor Trustee;

(iii) The Trustee shall not be deemed to have notice or knowledge of any matter unless written notice thereof is received by the Trustee in accordance with this Agreement;

(iv) The Trustee shall have no duty to monitor or supervise, or be liable for anything done or omitted by any other person, including the Settlor, the Distribution Agent or the Calculation Agent;

(v) The Trustee shall not be liable for the default or misconduct of the Settlor, the Distribution Agent, the Calculation Agent or any other person, and the Trustee shall not be deemed to have knowledge of any default on the part of any such person unless the Trustee receives written notice of such default in accordance with this Agreement; nor shall the Trustee be responsible for performing, monitoring or supervising the performance of any such person's obligations under this Agreement or any related agreement;

(vi) Under no circumstance shall the Trustee be liable for any representation, warranty, covenant, obligation or indebtedness of the Trust, or any other payment or distribution obligations evidenced by or arising under this Agreement;

(vii) The Trustee shall not be liable for or in respect of, and makes no representation with respect to, the validity or sufficiency of any provision of this Agreement, or the due execution hereof or thereof by any person, other than itself, or the value of the Trust Assets, or the efficacy of the Trust or its ability to generate the amounts intended to be distributed for the benefit of the Beneficiaries;

(viii) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document;

(ix) The Trustee shall not be liable for (x) any special, consequential or punitive damages, however styled, including, without limitation, lost profits, (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust's securities or assets, or (z) any losses due to forces beyond the reasonable control of the Trustee, as applicable, including, without limitation, strikes, lockouts, riots, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances;

(x) Other than with respect to any report or information that the Trustee has an express duty to review under this Agreement, receipt by the Trustee of any report or other information delivered or otherwise made available to the Trustee pursuant to the terms of this Agreement or any other document related to the Trust shall not be deemed to constitute knowledge by the Trustee of such information, unless the Trustee receives written notice with respect thereto;

(xi) Except as otherwise expressly set forth in this Agreement, knowledge or information acquired by (x) Univest Bank and Trust Co. in any of its

respective capacities hereunder or under any other document related to this transaction shall not be imputed to Univest Bank and Trust Co. in any of its other capacities hereunder or under such other documents, and (y) any Affiliate of Univest Bank and Trust Co. shall not be imputed to Univest Bank and Trust Co. in any of its respective capacities hereunder and vice versa;

(xii) The right of the Trustee to perform any discretionary act enumerated in this Agreement or in any other document to which the Trust is a party shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in the performance of any such act; the Trustee shall be under no obligation to exercise any of the discretionary rights or powers vested in it by this Agreement;

(xiii) The Trustee shall have no duty to recompile, recalculate or otherwise verify the accuracy of any information provided to it by the Settlor except as otherwise expressly set forth in this Agreement, and may conclusively rely thereon in good faith;

(xiv) The Trustee may consult with counsel, accountants and other experts, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants, or other experts selected by it in good faith, and any opinion of counsel shall be full and complete protection in respect of any action taken or suffered or omitted by it under this Agreement in good faith and in accordance with such opinion of counsel;

(xv) The Trustee shall be under no obligation to institute, conduct or defend any litigation under this Agreement or otherwise in relation to the Trust at the request, order or direction of the Settlor or any other person, unless such requesting person(s) shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby;

(xvi) The Trustee may execute any of the trusts or powers under this Agreement, or perform any duties under this Agreement, either directly or by or through agents or attorneys or one or more custodians (any of which may be Affiliates of the Trustee) and the Trustee shall not be liable for the acts or omissions of any agent, attorney or custodian selected by such Trustee in good faith;

(xvii) The Trustee shall have no duty or obligation to manage, make any payment in respect of, register, record, sell, dispose of or otherwise deal with the Trust Assets, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Trustee is a party, except as expressly provided by the terms of this Agreement; and

(xviii) The Trustee shall have no responsibility to record this Agreement, to prepare or file any financing or continuation statement in any public office at any time or otherwise to perfect or maintain the perfection of any ownership or security interest or

lien or to prepare or file any tax, qualification to do business or securities law filing or report except as expressly provided by the terms of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Agreement or any other document to which the Trust is a party, shall in any event require the Trustee, to perform, or be responsible for the manner or omission of performance of, any of the duties or obligations of the Settlor under any other agreement or document.

(d) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that the Trustee, in any capacity, has not provided and will not in the future provide, any advice, counsel or opinion regarding the tax, financial, investment, securities law or insurance implications and consequences of the formation, funding and ongoing administration of the Trust.

(e) Each of the parties hereto hereby agrees, and each Beneficiary, as evidenced by its acceptance of any benefits hereunder, understands and agrees, that that the Trustee, in any capacity, has not (i) made any investigation as to the accuracy of any representations, warranties or other obligations of the Trust under this Agreement or any other document contemplated hereby, and shall have no liability in connection therewith and (ii) prepared or verified, and shall have no liability for, any information, disclosure or other statement made in any document issued or delivered in connection with the transactions contemplated by this Agreement or any related document or agreement.

Section 5.4 Refrain from Certain Actions. The Trustee shall not be required to take any action under this Agreement if the Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Trustee, is contrary to the terms of this Agreement, or is otherwise contrary to applicable law.

Section 5.5 Reliance. The Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, facsimile transmission, or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by an authorized representative of the proper party or parties, and need not investigate any fact or matter in any such document. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate signed by an authorized officer of the Settlor, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 5.6 Compensation and Expenses. (a) The Trustee shall be entitled to compensation and reimbursement from Trust Assets for all expenses incurred in the course of discharging its duties thereunder, as provided in the schedule attached hereto as Exhibit A.

(b) Trust assets may be used to pay compensation and expenses of the Calculation Agent, upon receipt by the Trustee of written directions to this effect from the Settlor.

Section 5.7 Investment of Trust Assets. (a) The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Assets invested, without distinction between principal and income, in Permitted Investments that comply with the Investment Guidelines. The Trustee may, however, reserve from investment and keep, either as uninvested contributions or the proceeds of sale of investments, such amounts as it may from time to time it deems advisable in order to provide for anticipated Distributions or other expenditures from the Trust Fund, notwithstanding the provisions of 20 Pa. C.S. §7207. The Trustee does not guaranty any positive return on any such investment and the Trustee shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties, in connection with the purchase or liquidation of any investment made hereunder.

(b) The Settlor shall provide a draft set of Investment Guidelines to the Trustee no later than February 28, 2020, and shall provide final Investment Guidelines to the Trustee no later than the Closing Date. Such final Investment Guidelines may be subsequently revised by agreement of the Settlor and the Trustee, but only with the written approval of Aqua Wastewater.

Section 5.8 Trustee Powers. Except as otherwise specifically provided in this Trust Agreement, the Trustee shall have authority, in addition to and not in limitation of any authority given it by law, but shall have no obligation to exercise the following powers:

(a) To acquire or dispose of Permitted Investments which may from time to time or at any time constitute the Trust Fund for such prices and on such terms as the Trustee may deem proper, and to make, execute, and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers, and other legal instruments, either necessary or convenient for passing the title and ownership thereto, free and discharged of all trusts and without liability on the part of such purchasers to see to the application of the purchase money.

(b) To cause any Permitted Investment to be registered in or transferred into (i) its name as the Trustee, (ii) the name of the Trust, or (iii) the name or names of their nominee or nominees or to retain same unregistered or in form permitting transfer by delivery, and to maintain all such investments through such agents, custodians, and other means as it deems appropriate, *provided* that the books and records of the Trustee at all times shall show that all such investments are part of the Trust Fund.

(c) To vote upon any stocks, bonds, or other securities, and to give general or special proxies or powers of attorney with or without power of substitution; provided that the Trustee shall vote in favor of management or recommended proposals in all instances unless otherwise directed in writing by the Settlor.

(d) To exercise any option, to accept in exchange or to subscribe for additional securities, to exercise any conversion privileges, and to make any necessary payments therefor.

(e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Trust, without liability for interest thereon.

(f) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To determine what is principal and what is income hereunder, and, in its sole discretion, to allocate or apportion gains and losses realized from the sale or other disposition of any assets between principal and income.

(h) Generally to exercise all rights of ownership and disposition over the Trust Fund and to do all acts and things which the Trustee may consider in the best interests of the Trust Fund.

Section 5.9 Indemnity of Trustee.

To the fullest extent permitted by applicable law, the Trustee and each of its directors, officers, employees, agents, affiliates, successors, assigns and legal representatives, (each an "Indemnified Person") shall be indemnified, defended and held harmless by, and entitled to reimbursement from, the Trust out of Trust Assets with respect to any loss, liability, obligation, damages, penalty, tax, claim, action, investigation, proceeding, cost, expense or disbursement, including reasonable attorneys', experts' and other professionals' fees and expenses of any kind or nature whatsoever (collectively "Costs"), arising out of or incurred in connection with this Agreement, the Trust Fund, the Trust Assets, the administration of the Trust Fund and the Trust Assets or any action or inaction of the Trustee hereunder, except to the extent that such Costs arise out of or result from the Trustee's own willful misconduct, bad faith or gross negligence. The indemnities contained in this Section 5.9 shall survive the resignation or removal of the Trustee or the termination of this Agreement.

Section 5.10 Interpretation and Direction.

To the extent the Trustee determines that any substantial ambiguity exists in the interpretation of any definition, provision or term contained in this Agreement pertaining to the performance of its duties hereunder, or to the extent more than one methodology can be used to make any of the determinations or calculations to be performed by any Trustee hereunder, the Trustee may request written direction from the Settlor as to the interpretation or methodology it should adopt with respect thereto. The Settlor shall promptly provide such written direction, and the Trustee shall be entitled conclusively to rely upon, and shall be protected and held harmless in acting upon, such written direction.

Section 5.11 Books and Records. (a) The Trustee shall direct the preparation and maintenance of full and accurate accounts of all receipts, investments, disbursements, and other transactions of the Trust Fund. All such accounts, books, and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Settlor.

(b) The Trustee shall retain records relating to the Trust Fund for as long as necessary for the proper administration thereof, and at least for any period required by applicable law.

Section 5.12 Accounting and Reports. (a) The Trustee shall provide to the Settlor customary quarterly or monthly written reports of all receipts and expenditures made from the Trust Fund during the month, in such detail and format as may be agreed upon by the Trustee and the Settlor from time to time. Unless otherwise determined by the Trustee, the Trustee shall (a) maintain (or cause to be maintained) the books of the Trust on a calendar-year basis and on the cash method of accounting. The financial records of the Trust shall be kept in conformity with generally accepted accounting principles applied on a consistent basis, and with such other requirements as may reasonably be required by the Trustee or the Settlor.

(b) The Trustee shall as soon as practicable, but in no event later than three (3) months after the end of each fiscal year of the Trust, provide to the Settlor or its designee (i) the Trust's revenue and expense statement for such fiscal year and (ii) the Trust's balance sheet as of the end of such fiscal year, each accompanied by the certificate or opinion of a firm of independent certified public accountants selected by the Trustee and approved by the Settlor.

(c) Within ninety (90) days after termination of the duties of the Trustee, and at such other times (if any) as the Settlor may determine in its discretion, the Trustee shall render to the Settlor or its designee a written account setting forth all transactions effected by the Trustee since the period covered by its last such preceding account and showing at its then fair market value all property held at the end of the accounting period. Upon the expiration of ninety (90) days from the date such account is rendered, the Trustee shall be released and discharged from accountability to the Settlor as respects the same, unless the Settlor shall have filed with the Trustee a written statement claiming gross negligence, willful misconduct, or lack of good faith by the Trustee with respect thereto. If any such objection is filed and is not satisfactorily adjusted by the parties, the Trustee shall have the right to apply to a court of competent jurisdiction for judicial settlement of such account at the sole cost and expense of the Trust. Neither the Settlor nor any other person shall have the right to demand or be entitled to any further or different accounting by the Trustee, except as may otherwise be required by law.

(d) The Trustee shall also furnish to the Settlor or its designee such other reports as may be reasonably requested by the Settlor; provided that any costs or expenses incurred by the Trustee in preparing, directly or through a third party subcontractor, any reports that are outside of the scope of the trustee's usual and customary reporting shall be borne solely by the Trust.

Section 5.13 Third Party Reliance. (a) No person having any dealing with the Trust Fund or the Trustee shall be bound to inquire of the duty, authority, or power of the Trustee to perform any act which it undertakes to perform. No person purchasing or acquiring property or lending money to the Trustee shall be bound to see to the application of the purchase money or other property transferred or loaned to the Trustee, or to inquire into the propriety or validity of the said sale, disposition, or loan by the Trustee.

(b) Every instrument executed by the Trustee shall be conclusive in favor of any person, partnership, corporation relying thereon that (a) at the time of the delivery of the instrument the

Trust was in full force and effect, (b) the instrument was effected in accordance with the terms and conditions of this Agreement, and (c) the Trustee was duly authorized and empowered to execute the instrument.

Section 5.14 Interpretation; Rules. The Trustee shall have the power to construe the provisions of this Agreement and the terms used in this Agreement, and any construction adopted by the Trustee in good faith consistent with the purpose of the Trust shall be binding upon all persons.

ARTICLE 6 POWER OF SUBSTITUTION

Section 6.1 Power of Substitution. (a) The Settlor shall have the right to acquire any asset of the Trust (an "Acquired Asset") by transferring to the Trustee in exchange for the Acquired Asset one or more other assets (collectively the "Substituted Asset") having a fair market value that is no less than the fair market value of the Acquired Asset.

(b) To the extent (if any) that the fair market value of the Substituted Asset exceeds the fair market value of the Acquired Asset, the Settlor shall be deemed to have made an Additional Contribution to the Trust under Section 3.3 above.

Section 6.2 Confirmations. (a) The Trustee shall take such reasonable steps as may be necessary in order to confirm, prior to the exchange of assets, that the fair market value of the Acquired Asset is no greater than the fair market value of the Substituted Asset. If the Trustee determines that the fair market value of the Acquired Asset is greater than the fair market value of the Substituted Asset, the Trustee shall not transfer the Acquired Asset to the Settlor or accept the Substituted Asset from the Settlor.

(b) The Trustee shall not accept any Acquired Asset in substitution for a Substituted Asset unless it has previously received written confirmation from the Calculation Agent that such substitution will not adversely affect the ability of the Settlor to fund Distributions (e.g., due to a reduction in the liquidity of the Trust).

ARTICLE 7 TERMINATION

Section 7.1 Termination. The Trust shall terminate when all of the assets of the Trust have been exhausted in furtherance of the purposes set forth in Section 2.2 above.

Section 7.2 Trust Irrevocable. Neither the Settlor nor any other person is entitled to revoke or terminate the Trust.

ARTICLE 8 AMENDMENTS

Section 8.1 Amendment of Agreement. Notwithstanding the irrevocability of the Trust, the Trustee is authorized to institute a judicial proceeding in a court of competent jurisdiction to reform this Trust for the sole purpose of meeting any and all federal statutory or regulatory requirements which may affect the taxability of the Trust and which were enacted or instituted subsequent to the inception of the Trust. *Provided, however,* that this provision shall not apply if its existence would result in the overall loss of favorable tax treatment, thereby defeating the purpose of this right of reformation.

ARTICLE 9 MISCELLANEOUS

Section 9.1 No Legal Title to Trust Property. No transfer, by operation of law or otherwise, of any right, title, or interest in the Trust assets shall operate to terminate this Agreement or the Trust, or shall entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Trust Assets.

Section 9.2 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Settlor, the Trustee, and the Beneficiaries, and nothing in this Agreement, whether express or implied, shall be construed to give to the Distribution Agent, any Affiliate of the Distribution Agent, any other person any legal or equitable right, remedy, or claim in the Trust Assets or under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

Section 9.3 Notices. All demands, notices and communications upon or to the Settlor or the Trustee under this Agreement (including Distribution Orders) shall be in writing, personally delivered, sent by electronic facsimile (with hard copy to follow via first class mail), sent by email (with hard copy to follow via first class mail), or mailed by certified mail return receipt requested, and shall be deemed to have been duly given upon receipt, to the following address (or to such other address as the notice party may direct):

To the Settlor:

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

with copies to:

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

and

AQUA WASTEWATER PENNSYLVANIA, INC.

Attention: _____

To the Trustee:

Univest Bank and Trust Co.

14 North Main Street

PO Box 559

Souderton, PA 18964

Attention: John C. Kazary, Esq., CTFA – Vice President and Wealth Trust Advisor

with a copy to:

Univest Bank and Trust Co.

14 North Main Street

PO Box 64197

Souderton, PA 18964

Attention: Megan Duryea Santana, General Counsel

Section 9.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 9.5 Successors and Assigns. (a) Neither party hereto may assign any of its obligations or rights under this Agreement without the prior written consent of the other party except for obligations and rights delegated under 20 Pa. C.S. Section 7206.

(b) All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Settlor, the Trustee, and their respective successors and permitted assigns.

Section 9.6 Headings, etc. Titles for sections are for general information only, and this Agreement shall not be construed by reference to such titles. Wherever required by context, the singular of any word used in this Agreement shall include the plural and the plural may be read in the singular. Words used in the masculine shall be read and construed in the feminine where they would so apply.

Section 9.7 Governing Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity, and performance.

Section 9.8 Consent to Jurisdiction and Service of Process. Each of the parties to this Agreement hereby irrevocably submits to the jurisdiction of any Pennsylvania state court sitting in Delaware County, Pennsylvania or the U.S. District Court for the Eastern District of

Pennsylvania, and any appellate courts thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereby irrevocably agrees, to the extent permitted by law, that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or U.S. federal court. Each of the parties hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and any right of jurisdiction in such action or proceeding on account of the place of residence or domicile of such party. A final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 9.9 Tax Status of the Trust. The Trust is intended to be a “grantor trust” of which the Settlor is treated as the owner for federal income-tax purposes under Code Sections 671 *et seq.* The Trust is intended to qualify as a governmental entity for state and local tax purposes.

Section 9.10 Entire Agreement. This Trust Agreement shall not be deemed to be varied, altered or amended by any other statement, representation or agreement by or between any person or persons whomsoever, whether written, oral or implied in any way, except as provided in this Agreement.

Section 9.11 Reliance on Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments thereto certified to be true and correct.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of Effective Date.

SETTLOR:

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: _____

Name: _____

Title: _____

TRUSTEE:

UNIVEST BANK AND TRUST CO.

By: _____

Name: _____

Title: _____

EXHIBIT A
SCHEDULE OF TRUSTEE COMPENSATION

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF : ss.

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Delaware County Regional Water Quality Control Authority for the purposes therein contained.

I have signed my name and affixed my seal.

Notary Public
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA

:

SS.

:

COUNTY OF

:

On this, the _____ day of December 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of _____ Bank, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as trustee.

I have signed my name and affixed my seal.

Notary Public

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
AND
AQUA PENNSYLVANIA WASTEWATER, INC.

_____, 2020

This Memorandum of Understanding ("MOU") between the Delaware County Regional Water Quality Control Authority, a body corporate and politic existing under the Pennsylvania Municipal Authorities Act, 42 P.S. 5601, *et seq.* ("DELCORA") and Aqua Pennsylvania Wastewater, Inc. ("Aqua Wastewater") is being entered into as of [inset date] in support of a certain agreement dated September 17, 2019, as amended on February 24, 2020, between DELCORA and Aqua Wastewater ("Sewer System Sale Agreement") under which DELCORA has agreed to sell and Aqua Wastewater has agreed to purchase certain sewer equipment and facilities of DELCORA's serving various residential, commercial, industrial, and municipal customers in Delaware County and Chester County, Pennsylvania ("Sewer System").

DELCORA and Aqua Wastewater, individually a "Party" and collectively the "Parties" intend for this MOU to be legally binding upon them and be construed and subject to the laws of the Commonwealth of Pennsylvania.

The purpose of this MOU is to set forth the Parties' general understanding and agreement regarding how Aqua Wastewater can assist with applying a payment to DELCORA customers bills from the net proceeds to be received by DELCORA from Aqua Wastewater from the sale of the Sewer System under the Sewer System Sale Agreement.

The Parties acknowledge that DELCORA has separately established a trust under the DELCORA Rate Stabilization Fund Trust Agreement dated December 27, 2019 (the "Trust Agreement"), into which the net sale proceeds, along with investment earnings thereon and any other amounts contributed to the Trust, will be distributed in accordance with the Trust Agreement.

This MOU shall be effective on the date specified above ("Effective Date") and shall be filed with the Pennsylvania Public Utility Commission ("PUC") under Section 507 of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C. S. § 507. On and after the Closing:

1. Aqua Wastewater shall issue a bill to each DELCORA customer for each billing period using the full cost of service rates authorized by the PUC.
2. The customer assistance payment for each DELCORA customer for each billing period shall be applied to each DELCORA customer bill.
3. Aqua Wastewater shall calculate the customer assistance payment amount for each DELCORA customer and the total customer assistance payment amount for each billing period, and shall provide its calculation, along with any and all information

necessary to confirm the calculation of both payment amounts to the designated calculation agent.

4. DELCORA shall timely direct the Trustee under the Trust Agreement to transfer to Aqua Wastewater by Fedwire an amount equal to the total customer assistance amount confirmed by the designated calculation agent for the applicable billing period.
5. The Parties shall at all times cooperate with each other and the designated calculation agent to implement this MOU timely.

Dated: _____

Aqua Pennsylvania Wastewater, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Delaware County Regional Water Quality
Control Authority

By: _____

Name: _____

Title: _____

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11

12

13

14

15

610-356-9650
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

REPLY TO:
P.O. BOX 118
BROOMALL, PA 19008-0118

August 17, 2020

Board of Commissioners
Tinicum Township
Historic Lazaretto Building
97 Wanamaker Avenue
Essington, PA 19029

Attention: David Schreiber, Manager

Re: DELCORA Act 537 Plan Update
Prepared by Gannett Fleming Dated July 1, 2020

Dear Board of Commissioners:

Please be advised that the above referenced Act 537 Plan Update has been reviewed by our office.

The Act 537 Sewage Facilities Plan Update represents a regional planning effort by which DELCORA proposes to transfer their assets to Aqua Pennsylvania Wastewater, Inc.

1. It should be noted that although Tinicum Township may lie within the Planning Area, it is certainly not part of the Service Area. Whereby, the Township has its own Collection and Conveyance System, as well as a Wastewater Treatment Facility covered by a PA DEP NPDES Permit.
2. On page 16 of the document is Table 4.1 that identifies Future Growth and Flow Projections for the next five (5) years, that identified 2 EDU's and 525 GPD accounting for Tinicum Township. Since Tinicum Township has its own Wastewater Treatment Plant it is unclear why this projected flow is indicated on the Table.

The Township is being asked to prepare and adopt a Resolution of Support (sample attached) at its September Board Meeting.

Since the Township does not contribute flow to the DELCORA System it is unclear why a resolution of support would be needed.

If you have any questions please do not hesitate to contact my office.

Very truly yours,



James W. MacCombie, P.E., P.L.S.
Tinicum Township Engineer

RESOLUTION NO. 2020-

MUNICIPALITY

RESOLUTION OF ACT 537 PLAN UPDATE

RESOLUTION OF THE (COUNCIL) (SUPERVISORS)(COMMISSIONERS) OF THE MUNICIPALITY, (DELAWARE) (CHESTER COUNTY), PENNSYLVANIA (hereinafter "the municipality")

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage wastes, and to revise said Plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Gannett Fleming, Inc. has prepared an Act 537 Update for the entire DELCORA Service Area. This plan is for the sole purpose of addressing the PA DEP Act 537 requirements for the public-to-private wastewater disposal system transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, the alternative of choice to be implemented is Alternative 1 – Sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc.

WHEREAS, (Borough)(Township)(City) finds that the Act 537 Plan Update described above conforms to applicable zoning and subdivision ordinances and to other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Council) (Supervisors)(Commissioners) of the Municipality, (Delaware) (Chester) County hereby adopt and submit to the Department of Environmental Protection for its approval as an update of the "Official Plan" of the (Borough)(Township)(City), the above referenced Act 537 Plan Update. The (Borough)(Township)(City) hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

I, _____, Secretary, the Municipality, hereby certify that the foregoing is a true and correct copy of the (Borough's)(Township's)(City's) Resolution No. _____, adopted _____, 2020.

AUTHORIZED SIGNATURE

(BOROUGH)(TOWNSHIP)(CITY) SEAL

COMMISSIONERS OF TINICUM TOWNSHIP

ROGER JOSEPH
Ward 1 – Essington

DENNIS R. ARTHUR
Ward 2 – Lester

President
PATRICK K. McCARTHY
Ward 3 – Essington

LISA EDMISTON
Ward 4 – Essington

Vice President
PATRICK BARR
Ward 5 – Lester

MEMORIAL BUILDING

629 N. GOV. PRINTZ BLVD., ESSINGTON, PA 19029-1732

PHONE (610) 521-3530 FAX (610) 521-3392



www.tinicumtownshipdelco.com

Manager
DAVID D. SCHREIBER
Morton, PA

Secretary
ELAINE M. BROLLEY
Essington, PA

Treasurer
JAMES M. FENN
Lester, PA

Solicitor
SAM S. AUSLANDER, ESQ.
Media, PA

Engineer
JAMES W. MACCOMBIE, P.E.
Broomall, PA

September 21, 2020

Mr. Bob Willert, Executive Director
DELCORA
P.O. Box 999
Chester, PA 19016-0999

Re: DELCORA Act 537 Plan Update – Prepared by Gannett Fleming
Dated July 1, 2020

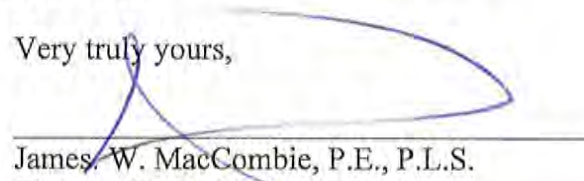
Dear Mr. Willert,

Please be advised that after a review of the Act 537 Sewage Facilities Plan provided to the Township, it is unclear why the Township would need to provide a “Resolution of Act 537 Plan Update” (copy of our review attached).

Information contained in the Act 537 Sewage Facilities Plan Update pertaining to Tinicum Township is inaccurate.

The Township and the Tinicum Township, Delaware County Sewage Authority owns, operates, and maintains its own Collection, Conveyance, and Wastewater Treatment Plant facilities with its own NPDES Permit serving Tinicum Township itself. The service area is separate and distinct from that of the DELCORA Service Area.

Very truly yours,


James W. MacCombie, P.E., P.L.S.
Tinicum Township Engineer &
Tinicum Township, Delaware County,
Sewage Authority Engineer

cc: David Schreiber, Township Manager
Board of Commissioners
Sam Auslander, Esq.
Sewage Authority
Michael P. Pierce, Esq.

This was on the September 24, 2020 Upper Chichester PC agenda. No comments have been received.

UPPER CHICHESTER TOWNSHIP
Planning Commission
September 24, 2020 at 7pm
AGENDA

Pledge of Allegiance

Roll Call

Approval of Minutes

I. Public Comments

II. Planning

- Transfer Act 537
- Aqua Acquisition
- Heart and Soul
- Other

EXHIBIT 12

MUNICIPAL AUTHORITY NOTIFICATIONS/
COMMENTS RECEIVED



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Jim Kern, PE
Central Delaware County Authority
212B Unity Terrace
Rutledge, PA 19070

Dear Mr. Kern:

On behalf of DELCORA, we are transmitting a courtesy electronic copy of the DELCORA Asset Transfer Act 537 Plan Update . This plan is being provided for you information. If you have any comments or questions on the Plan, please feel to reach out to Charlie Hurst at DELCORA, Patti Kaufman (pkaufman@gfnet.com) of my office or me (ewoyden@gfnet.com).

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Charles Catania, PE
Darby Creek Joint Authority
100 East 5th Street
Chester, PA 19013

Dear Mr. Catania:

On behalf of DELCORA, we are transmitting a courtesy electronic copy of the DELCORA Asset Transfer Act 537 Plan Update . This plan is being provided for you information. If you have any comments or questions on the Plan, please feel to reach out to Charlie Hurst at DELCORA, Patti Kaufman (pkaufman@gfnet.com) of my office or me (ewoyden@gfnet.com).

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

David D. Damon, Authority Engineer
Muckinipates Authority
P.O. Box 1158
Sharon Hill, PA 19079

Dear Mr. Damon:

On behalf of DELCORA, we are transmitting a courtesy electronic copy of the DELCORA Asset Transfer Act 537 Plan Update. This plan is being provided for you information. If you have any comments or questions on the Plan, please feel to reach out to Charlie Hurst at DELCORA, Patti Kaufman (pkaufman@gfnet.com) of my office or me (ewoyden@gfnet.com).

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

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t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com



Gannett Fleming

*Excellence Delivered **As Promised***

July 1, 2020

Dave Adams
RHM Sewer Authority
600 Glendale Road
Havertown, PA 19083

Dear Mr. Adams:

On behalf of DELCORA, we are transmitting a courtesy electronic copy of the DELCORA Asset Transfer Act 537 Plan Update . This plan is being provided for you information. If you have any comments or questions on the Plan, please feel to reach out to Charlie Hurst at DELCORA, Patti Kaufman (pkaufman@gfnet.com) of my office or me (ewoyden@gfnet.com).

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Southwest Delaware County Municipal Authority

P.O. Box 2466
Aston, PA 19014-0466

August 31, 2020

VIA EMAIL ONLY

ewoyden@gfnet.com

Edward L. Woyden
Vice President
Gannett Fleming, Inc.
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403

RE: Southwest Delaware County Municipal Authority ("SWDCMA")
DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Woyden,

On July 1, 2020 you issued a letter to municipalities throughout Delaware County requesting review and comments within 60 days regarding the DELCORA Asset Transfer Act 537 Plan Update ("DELCORA Plan"). Even though SWDCMA did not receive your July 1 letter and was not asked to respond we are submitting these comments because we believe that the following is important information that you need to know and which you need to share with the Pennsylvania Department of Environmental Protection ("DEP").

SWDCMA is a municipal authority organized under the provisions of the Municipality Authorities Act, 53. Pa. C.S. §§ 5601, *et seq.*, with its principal place of business at 1 Gamble Lane, Aston, Pennsylvania.

SWDCMA provides wastewater service to retail customers in Aston Township and in portions of Chester Township, Concord Township, Upper Chichester Township, Brookhaven Borough, and Chester Heights Borough, all located in Delaware County,

Pennsylvania. SWDCMA collects wastewater from its customers and transports the wastewater to DELCORA for treatment.

SWDCMA is a wholesale customer of DELCORA in DELCORA's Western Service Region. SWDCMA transports wastewater to DELCORA for treatment pursuant to the terms of a Contract entered into by SWDCMA and DELCORA on December 21, 2009 and amended on December 17, 2013 ("Contract").

The term of the Contract is 25 years from the original date of the Contract, renewable at the option of either party for additional 25-year terms. The current term of the Contract, therefore, runs until December 20, 2034. The Contract is currently in full force and effect. Under the terms of the Contract, DELCORA has certain obligations, including but not limited to obligations to accept SWDCMA's wastewater flows (so long as the flows meet DELCORA's quality standards) and maintain DELCORA facilities in accordance with regulatory requirements.

DELCORA's obligations cannot be assigned without the consent of SWDCMA. SWDCMA has not consented to DELCORA's assignment of the Contract to Aqua and the DEP needs to know that if the transaction proceeds as contemplated it will leave SWDCMA without a treatment facility for the sewage it collects from all of its customers. Nowhere in the proposed transaction are there provisions for SWDCMA's rights under their Contract with DELCORA to convey sewage to a treatment plant. If the transaction proceeds who will treat the sewage transported to DELCORA by SWDCMA pursuant to their Contract? The DELCORA Plan ignores that issue.

SWDCMA previously authorized opposing the DELCORA Plan and the filing of a July 17, 2020 Protest of Southwest Delaware County Municipal Authority in the matter "Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 507, 1102 and 1329 of the Public Utility Code for, inter alia, approval of the acquisition of the wastewater system assets of the Delaware County Regional Water Quality Control

Authority” currently before the Pennsylvania Public Utility Commission and docketed at Docket No. A-2019-3015173.

You must transmit these comments to the Pennsylvania Department of Environmental Protection (“DEP”) so that it is advised that no provision has been made for the treatment of the sewage conveyed by SWDCMA if this DELCORA-AQUA transaction proceeds.

In summary, SWDCMA is opposed to the current DELCORA Plan and opposed to the proposed transfer of the DELCORA system to Aqua Pennsylvania Wastewater, Inc. for the following reasons:

A. DELCORA does not have the legal right to transfer the property used to serve SWDCMA under the Contract without SWDCMA’s consent, which consent has not been given;

B. DELCORA does not have the legal right to transfer the Contract to Aqua without SWDCMA’s consent, which consent has not been given;

C. There is no contract or agreement between SWDCMA and Aqua, and SWDCMA has not agreed that DELCORA can assign the Contract or any other agreements to Aqua, therefore Aqua’s request to file and have the Commission approve the Agreement between the SWDCMA and DELCORA is a nullity;

D. It is not consistent with the public convenience and necessity for Aqua to acquire the assets and contracts of DELCORA; and,

E. The acquisition of DELCORA’s assets and contracts by Aqua would not provide an affirmative benefit to the public, but rather it would be detrimental to the public including SWDCMA and its retail customers; and,

F. For all other reasons set forth in the PUC July 17, 2020 Protest of SWDCMA.

As currently constituted the DELCORA Plan would harm rather than help the provision of sewer services by SWDCMA to its customers.

Thank you.

Sincerely,

/s/ Leonard Balestrieri

Leonard Balestrieri
Chairman of the Board of Directors
Of the Southwest Delaware County
Municipal Authority

Cc: Charles Hurst hurstc@delcora.org
Patti Kaufman pkaufman@gfnet.com

EXHIBIT 13

RESPONSES TO COMMENTS RECEIVED



Gannett Fleming

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December 11, 2020

Anthony Tartaglia, Chair
Aldan Borough Planning Commission
One West Providence Road
Aldan, PA 19018

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Tartaglia:

We have received the Aldan Borough Planning Commission dated August 31, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

1. *Aqua and DELCORA have not adequately demonstrated a long term benefit to member municipalities. The Transfer of Assets is filled with uncertainties and open end commitments for member municipalities.*

The benefits of the transaction have been set forth in Aqua's application to the PUC.

2. *The Transfer of Assets us filled with uncertainties and open end commitments for member municipalities.*

This comment is outside the scope of an Act 537 review.

3. *The ability of Aqua to spread the costs of improvements to and expansion of wastewater systems to other PA customers of wastewater and potentially fresh water systems means that current DELCORA municipalities will share unknown costs of present AND future Aqua wastewater acquisitions.*

DELCORA will receive the benefit of having costs associated with its operations spread amongst all Aqua wastewater and water customers in future rate cases.

4. *While DELCORA as a state authority is a non-profit, **Aqua is a FOR PROFIT company** with the primary obligation to increase value and profit for its shareholders.*

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This comment is outside the scope of an Act 537 review.

5. *As currently chartered, DELCORA's board is appointed for varying terms by members of the Delaware County Council, a locally elected body. There is no guarantee of ANY LOCAL representation on Aqua's board.*

This comment is outside the scope of an Act 537 review.

6. *The proposed trust fund to offset rate increases for current DELCORA customers to no more than 3% annually is not guaranteed to last for the ten year term listed in the proposed agreement. **If Aqua is unable to spread the costs to other customers in PA, the trust fund would only last for four years at projected needed increases.***

Aqua and DELCORA do not agree with the stated comment and does not have information regarding Aldan Borough's assumptions in making this comment. Aqua and DELCORA have projected the Trust to last until approximately 2028, which is not contingent on Aqua's ability to spread costs.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', with a stylized, cursive script.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Susan M. Timmins
Chester Heights Borough
222 Llewellyn Road
Chester Heights, PA 19017

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Ms. Timmins:

We have received the Chester Heights Borough Planning Commission comments dated August 31, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA.:

- 1. What are the lists of assets being sold? (Treatment plant, pump stations, collection systems and which ones exactly)*

The list of assets being conveyed is listed in Exhibit 7 of the Plan. Additional information regarding the sale is located on the PUC web-site. Please visit the PUC site http://www.puc.state.pa.us/about_puc/search_results.aspx#gsc.tab=0 and use the docket A-2019-3015173

- 2. A text listing of each municipality within each service area and the planning area should be added to clarify the mapping in exhibit 3. The public sewer area within Chester Heights Borough should be updated on exhibit 3 to show the proper SWDCMA service area, it appears incorrect.*

Thank you for your comment. The latest mapping from the SWDCMA is shown in exhibit 3.

- 3. While the plan lists the sale price of DELCORA to Aqua at \$276,500.00, the new sale proceeds should be estimated in the plan after consideration for paying off debts and any other acquisition costs.*

DELCORA notes that Chester Heights has misstated the sale price as \$276,500.00 instead of \$276,500,000.00. DELCORA estimates that there will be approximately \$200 million in net proceeds after its obligations are satisfied. The inclusion of funding of the Trust in the Act 537 Plan Update is outside of the scope of the Act 537 process.

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4. *Responsibility for the cost of LTCP should be clarified. Will these costs be spread out among all customers or only those hydraulically connected? Details of anticipated costs for all future required upgrades should be presented along with how they are planned to be funded.*

Aqua will be responsible for the LTCP after closing. Future ratemaking and rate design will be considered and determined by the PUC in future base rate proceedings.

5. *Responsibility for costs related to existing Aqua Sewer systems should be clarified in plan. Will Delaware County residents become responsible for costs outside of Delaware County, but within Aqua's service area?*

DELCORA will become part Aqua which is an overall larger wastewater company. So, there will be opportunities to spread costs among a larger customer base. While costs of Aqua's existing wastewater customers may be shared with DELCORA customers in the future, DELCORA costs will likewise be shared with Aqua's existing customer.

6. *Details of DELCORA Customer Trust should be added to the plan along with details of which customers will benefit from the proposed offset of future bill increases. What are the projected cost savings for each customer? Who will control and maintain the Trust? What time of investments will the trust be funded within?*

This comment is outside the scope of an Act 537 review.

7. *Details regarding the future of the DELCORA board, decision making, and incorporation of Aqua into such, should be clarified within the plan.*

Information in response to your comments is provided at the following website <https://www.delcora.org/aqua-merger/>

8. *Page 11 – The number of homes within Chester Heights Borough that are serviced by public sewer appears to be incorrect and should be verified with SWDCMA.*

The information was taken from Section 10.3 of the 2019 Chapter 94 report for SWDCMA prepared by Stantec and transmitted to Charlie Hurst on February 25, 2020 (excerpt below). If Chester Heights has different information, they would like included in the Plan please submit to DELCORA

10.3 BOROUGH OF CHESTER HEIGHTS

The Borough does not own or maintain any public sewers within their limits. However, there are 34 homes within the Rolling Heights Estates and 4 isolated homes connected by private laterals. The public sewers connecting these homes are owned and maintained by SWDCMA and this Chapter 94 Report covers the system that services these 38 homes.

9. *Page 11 – SWDCMA should be listed as a sewer authority servicing Aston, Middletown, and parts of Chester Heights and parts of Upper Chichester.*

The information listed in this section is specific to the impacted Municipalities, not the Sewer Authorities.

10. *DELCORA is requested to provide a sample Act 537 Plan resolution to assist in Council's further review of the plan.*

Gannett Fleming, Inc, on behalf of DELCORA, provided draft resolutions to all the Municipalities by e-mail on July 22, 2020.

11. *Page 16 – Please clarify the projected future calculations for Chester Heights Borough. The future 8 EDUs shown, appears to be from growth projections from the Delaware Valley Regional Planning Commission for the Borough, however, we know that an approved Townhouse development, known as Rose Hill, would add 35 EDUs total, likely in the next 5 years.*

We have updated the projected EDUs for the next 5 years to include the 8 EDUs from growth projections and the 35 EDUs for Rose Hill.

12. *Page 16 – Please clarify the projected future Flow calculations for Chester Heights Borough. The future flow of 16,800 GPD does not compute with the projects 8 EDUs listed. Where does this flow total come from? A total of 35 townhomes + 8 standard growth EDU's = 43 EDU's would be expected within the next 5 years at 262.5 GPD per EDU.*

The flow was incorrectly calculated and has been updated to include the projected 8 EDUS and 35 townhomes, for a total of 43 EDUs with a flow of 11,288 GPD.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.



Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Jeanne Montgomery
Jeanne.montgomery1@verizon.net

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Ms. Montgomery:

We have received your public comment dated August 5, 2020 regarding the above referenced project. We have listed your comment in italics below, followed by our response on behalf of DELCORA.:

- 1. I do not recommend the sale of our private water provider, Chester Water Authority to Aqua. I am responding to the notice per Act 537 as a private resident. I became a homeowner (Darlington Woods) in Chester Heights mid 2019. One of the attractions was the satisfaction with CWA. I believe this is the right thing for our community and with businesses and corporation moving away from communities and distancing themselves from people for the shares and money. I vote do not sell.*

The sale in the above referenced plan is for the DELCORA (Delaware County Regional Water Quality Control Authority) wastewater system to Aqua, not the Chester Water Authority.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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December 11, 2020

Craig Totaro, Manager
Borough of Lansdowne
12 East Baltimore Avenue
Lansdowne, PA 19050

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Totaro:

We have received the Borough of Lansdowne comments dated September 2, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

- 1. What is the impact of potential rate changes to the residents of Lansdowne Borough? The text of the plan did not provide adequate background data, models or pricing projections that would warrant the decision to sell to Aqua. Without such projections it is impossible to determine whether the sale makes solid, logical sense.*

Thank you for your opinion. Additional cost projection information is located at the following web-site <https://www.delcora.org/aqua-merger/>. After purchase of the system by Aqua, PUC regulations will govern the setting of rates.

- 2. Why was there no auction or bidding process for the sale of DELCORA system? It does not appear to our reviewers that this transaction follows the standard or statutory requirements for the sale of municipal or quasi-municipally owned property.*

There is no legal requirement to solicit bids for the sale of any municipal owned utility in PA. There are costs to the bidding of systems. DELCORA deemed the negotiation with Aqua to be in the best interests of the rate payers. Financial information can be found at the following websites: <https://www.delcora.org/aqua-merger/>.

http://www.puc.state.pa.us/about_puc/search_results.aspx#gsc.tab=0 and use the docket A-2019-3015173.

- 3. How was the overall sale price determined? The plan did not appear to be any concepts of models of the Fair Market Value of the DELCORA or Present Worth Estimation of the future cash flows of the system.*

Financial information can be found at the following websites:

<https://www.delcora.org/aqua-merger/>.

http://www.puc.state.pa.us/about_puc/search_results.aspx#gsc.tab=0 and use the docket A-2019-3015173.

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4. *Have all funding options been exhausted? Our state receives over thirty (\$30.7) billion a year from federal sources, as evidenced in the PA state budget, given the mandates that initiated this process are a reaction to federal requirements, has any lobbying been performed? With the CARES Act, Pennsylvania received an additional \$2.9 billion, \$700 million injected into our local Philadelphia area regional planning organization. Given the current circumstances, DELCORA may be permitted to adopt a longer-range plan to repair, remediate or eliminate the infrastructure (CSO's) that were installed prior to any environmental laws or regulations.*

The amount of federal funds received statewide is spread thin by the needs across all areas of the Commonwealth. Any share of monies received by DELCORA would not offset the long-term requirements of the projects needed to best serve the rate payers (i.e. redirecting flow from Philadelphia to an expanded system in Delaware County.)

5. *What is the environmental impact of the CSOs? How detrimental is the current system on the health of the Chester Creek and Delaware River? How does it compare to fellow cities with CSOs?*

Detailed information regarding the CSO's and a comparison to other cities is outside the scope of this Act 537 Plan. The Long Term Control Plan Update (LTCPU) has been filed with the PADEP and US EPA to address these issues. The LTCPU is currently under review. Section 3.4 of the Act 537 Plan provides a summary of the status.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.



Edward L. Woyden
Vice President

C: C. Hurst



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December 11, 2020

Joseph P. Possenti, Township Administrator
Township of Lower Chichester
1410 Market Street
P.O. Box 1255
Linwood, PA 19061

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Possenti:

We have received the Lower Chichester Planning Commission comments dated August 31, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA.

- 1. The Township comments only addresses the Act 537 Plan requirements for the sale of the DELCORA system to Aqua Pennsylvania Wastewater, Inc. These comments do not address the anticipated changes to the Western Service Area.*

That is correct. This Act 537 plan is solely to discuss the transfer of assets.

- 2. The Township is unable to confirm the information in Section 7.4 Municipal Enforcement of the DELCORA Plan. The Township has insufficient information to accurately respond to the information in Section 7.4 Municipal Enforcement, specifically the relationship between DELCORA, Aqua and the Township regarding such items as Lateral Repairs, Fats, Oils and Grease Enforcement, Illicit/Illegal Connections and Industrial Permitting. The Township would like to know what changes are being proposed in the transition from DELCORA to Aqua and how will these changes affect the Township. The Township is reviewing Section 7.4 Municipal Enforcement in more detail and may provide further comments.*

Thank you for your comment. The duties and responsibilities that DELCORA currently has for the Township's system in regard to the topics listed will remain the same and will be assumed by Aqua after the asset transfer.

- 3. In 1999 Upper Chichester Township passed a Resolution assigning rights to the Southern Delaware County Authority for connections from Upper Chichester Township that are tied into the Lower Chichester Township system. This was solely an Upper Chichester Resolution that does not speak in any way for the Lower Chichester Township's interests regarding past agreements to these tie ins.*

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Thank you for the comment. Again, any DELCORA responsibilities will be assigned to Aqua after the asset transfer.

4. *Exhibit 3, page 29, of the DELCORA Plan indicates that the Township is served by Southern Delaware County Authority. No part of the Township conveyance system flows through the Southern Delaware County Authority system, yet the DELCORA Plan indicates that it does. The DELCORA Plan is incorrect. The majority of the Township system flows directly to DELCORA through a siphon under the railroad. A small portion of the Township sewage is collected by lines owned by the Township, flowing into and treated by New Castle County Delaware. This area is in the Southwest portion of the Township. There are a few individual houses and businesses along Naamans Creek Road that are tied directly into the Southern system via lateral connections but the statement in the DELCORA Plan that the Township conveys to a local Joint Authority such as Southern is grossly inaccurate. Paragraph three above references an Upper Chichester Resolution which does not speak in any way for the Township's interests regarding past agreements to these tie ins.*

Thank you for your comment. The Plan has been revised to reflect this information.

5. *The Township has insufficient information to evaluate Exhibit 7 "Schedule 4.09 Real Property and Easements, Liens" of the DELCORA Plan. Additionally, Exhibit 7 fails to include land rights.*

The land right that are currently owned by DELCORA or any lands that DELCORA has easements across will be transferred to Aqua as a result of the asset transfer.

Two properties are noted in Exhibit 7 in the Township:

- *One is a pump station at "1500 Naamans Creek Road". Although located in the Township, it is a Southern Delaware County Authority asset.*

Exhibit 7 is a listing of DELCORA assets only. All DELCORA assets will be transferred to Aqua. The Plan will be corrected if any mention of third-party assets is indicated incorrectly to be transferred.

- *The second is a "Gravity Main in Morton Avenue". This appears to be no different than all of the conveyance mains in the Township and it is unclear what specific or different rights DELCORA may have to this main versus the rest of the Township system and should be clarified by Gannett Fleming.*

Exhibit 7 is a listing of DELCORA assets only. All DELCORA assets will be transferred to Aqua. The Plan will be corrected if any mention of third-party assets is indicated incorrectly to be transferred.

Exhibit 7 does not include the Yates Avenue pump station owned by the Township.

Exhibit 7 is a listing of DELCORA assets only. Pipelines in the public roadways are not listed.

6. *Neither DELCORA nor Aqua has provided the Township with reliable information on future rates and impact to rate payers. The Township does not have enough information from either DELCORA or Aqua to accurately calculate the rate increase(s). Aqua estimates that the first rate increase to the Township, as a Western region wholesale customer, would be 12.55%. Based on Aqua's history in other acquisitions, the Township would expect that projected increase to be just the first of many rate increases that would adversely affect the Township and its retail customers. In order for the Township to more accurately assess the DELCORA Plan it would be helpful to have a 10-year projection of the impact to rate payers if the system is sold versus if the system is retained by DELCORA. Without this information the Township cannot accurately respond.*

Currently DELCORA increases rates every year to its customers. Future rate increases under Aqua ownership would be before the PUC and would allow participation by any interested parties. Additionally, future impacts on revenue requirements have been provided to Lower Chichester in the PUC proceeding.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pk Kaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', written over a horizontal line.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Andrew Weldon, Manager
Marcus Hook Borough
1111 Market Street
Marcus Hook, PA 19061

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Weldon:

We have received your e-mail dated August 12, 2020 that included comments from the August 6, 2020 Marcus Hook Borough Planning Commission meeting regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA.

1. *DELCORA has a detailed presentation of the sale to Aqua, including the need to pay for extensive improvements to the system. This should be provided to the Borough of Marcus Hook and Marcus Hook Planning Commission.*

Thank you for your comment. The presentation is located at the following web-site <https://www.delcora.org/aqua-merger/>

2. *The Plan does not directly mention that the Marcus Hook sanitary system is being acquired by Aqua.*

There are no individual municipalities called out in the plan. Any system that is currently owned by DELCORA will be acquired by Aqua.

3. *Customer Billing: it is assumed that residents are currently billed quarterly. Will the billing frequency change? i.e. water bills are monthly, not quarterly.*

Aqua intends to continue quarterly billing of direct customers. Any changes to the existing billing practice would be made in a base rate proceeding before the PUC.

4. *Regarding the DELCORA Customer Trust: this is a fund set up with the money received from the sale of the DELCORA assets. The fund is to be used to offset short-term rate increases. i.e. limit the rate increases to a fixed percentage. More detail is needed on who maintains and controls the fund. i.e. fund investment, distribution, and administration.*

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Additional information is located at the following web-site <https://www.delcora.org/aqua-merger/>.

5. *Maintenance: since the sanitary sewer system in the Borough is owned and maintained by DELCORA, it is assumed that Aqua will take over the system. The Plan mentions that DELCORA will maintain laterals to the curb in some municipalities. It does not indicate which municipalities that applies. This should be clear for the Borough of Marcus Hook.*

Aqua will assume all maintenance issues that DELCORA is currently responsible for in all impacted communities.

6. *How long is the projection for no rate increase, or limited rate increases?*

This information is located at the following web-site <https://www.delcora.org/aqua-merger/>.

7. *Will there be underlying surcharges for construction work that may be required for the municipal system, separate from normal rate increases? Further, will improvement costs for each municipality be passed directly on to that municipality's rate payers, or will the entire County/service area absorb those costs?*

Aqua may apply a DSIC (Defining System Improvement Charges) to the DELCORA system under Aqua's existing tariff, however, Aqua would not be able to charge DSIC until it includes DELCORA within its long-term infrastructure improvement plan which must be approved by the PUC. The cost of infrastructure improvements in the DELCORA system will be shared amongst existing Aqua and DELCORA customers.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.



Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Robert J. Poole, Manager
Morton Borough
500 Highland Avenue
Morton, PA 19070

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Poole:

We have received the Morton Borough Planning Commission comments dated August 28, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA.

- 1. The "Trust Fund" will subsidize rate increases that could be approved by the Pennsylvania Utility Commission (PUC) for the DELCORA/AQUA sale purchase that exceed 3%. So, if the PUC rules that the sale/purchase requires an annual increase of 9% the "Trust Fund" will cover (subsidize) the additional 6%. Therefore, 8 years of a 6% annual subsidy will increase rates an additional 48%. At the end of year 8 rates will have actually increased 72%. $3\% \times 8 = 24\% + 6\% \times 8 = 48\%$ $24+48 = 72\%$.*

The Borough's hypothetical incorrectly characterizes how the PUC sets rates. The Company does not file base rate increase requests on an annual basis, and typically files on a 3 year interval.

- 2. Will AQUA PA Wastewater Inc., rate increases always increase AQUA PA fresh water rates?*

DELCORA and Aqua do not agree with the premise of this statement that increases to wastewater rates will always increase water rates.

- 3. If the DELCORA/AQUA PA Wastewater, Inc., sale/purchase is approved by the PUC will it include AQUA PA's profit margin?*

No. If the application is approved the rates being charged by Aqua will be the existing rates of DELCORA at the time of closing, which does not include an Aqua profit margin. After the transaction closes, DELCORA will be included in the Company's next base rate case to the PUC, and the PUC will determine the authorized rate of return associated with Aqua's systems.

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4. *Will an AQUA PA Wastewater, Inc., reduce I&I (Inflow & Infiltration) more effectively than DELCORA or a Delaware County Wastewater Department?*

Whether DELCORA or Aqua own the system, the PADEP would require adherence to all rules and regulations.

5. *Will a new AQUA PA Wastewater, Inc., or the County of Delaware have the best/highest credit rating to borrow funds needed and projected for Capital Improvements?*

Aqua has an S&P credit rating of A+. Aqua is unaware of the credit rating of Delaware County.

6. *Does the County of Delaware agree that Delaware County should disconnect from the City of Philadelphia's Wastewater Treatment services?*

DELCORA as the wastewater agent for the County, has analyzed the long term impacts of staying in the City system or leaving and has determined it is in the best interests of the ratepayers to leave the City.

7. *Could or should the DELCORA/AQUA PA Wastewater, Inc., sale/purchase be placed on an election ballot?*

This comment is outside the scope of an Act 537 review.

8. *Could AQUA PA, Wastewater Inc., provide municipal sewer/wastewater billing services via AQUA PA Fresh Water billing services?*

No. In certain instances, Aqua can provide billing services for a municipality, however, it is separate and apart from the Aqua Water bill.

9. *Is there a better way to structure the agreed DELCORA/AQUA PA Wastewater, Inc., sale/purchase? Could AQUA PA sell preferred stock and use the proceeds to purchase cash? On Tuesday 8/11/2020 AQUA PA; new name is Essentials Utilities WTRG; announced pricing of a Common Stock offering. If all the shares offered are purchased; 6.7 million shares of common stock with a forward component at \$46.40/share; this sale could yield about \$300 million.*

This comment is outside the scope of an Act 537 review.

10. *Would a new AQUA PA Wastewater, Inc., or the County of Delaware seek to acquire or blend the municipal collection and conveyance wastewater systems into a county wide system?*

If a municipality chose to sell its system, Aqua would participate in a potential sale. Aqua does not have plans to change the existing interconnections in Delaware County, and would only be changed upon necessary planning approvals.

11. The County of Delaware and AQUA PA., Wastewater, Inc., separately; to provide an estimated 10 year line item budget for wastewater treatment services for the Delaware County municipalities that are and will be receiving these services.

We cannot speak for the County of Delaware itself. However, DELCORA, as the wastewater agent for the County, has made long term cost projections and has determined to best serve the ratepayers, leaving the City and transferring the assets to Aqua is the most cost effective alternative.

12. The Morton Borough Planning Commission position is that the burden is on DELCORA/AQUA PA Wastewater, Inc., and the County of Delaware to demonstrate/show who will provide the best wastewater treatment services at the lowest cost.

Thank you for the comment. The asset transfer plan has been determined to be the best alternative for the ratepayers in the long term. Additional information is located at the following web-site <https://www.delcora.org/aqua-merger/>

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', written over a horizontal line.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

Excellence Delivered **As Promised**

December 11, 2020

Stephen M. Nease, Township Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Nease:

We have received the Newtown Township Planning Commission comments dated August 12, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA.:

- 1. Section 1.1 references prior ACT 537 Planning studies. There were prior plans this office reviewed and commented on, not listed (i.e. 2013 537 Plan update for Eastern Service Area). We question whether the list of plans is complete.*

Section 1.1 lists prior Act 537 planning studies that were approved by the PA DEP. The 2013 Act 537 Plan update for the Eastern Service Area was never finally submitted to and approved by the PA DEP. We have however reviewed the listing of previous planning and updated this section accordingly based on additional information provided.

- 2. In Section 2.1 Newtown Township is not specifically listed as in the service area. (There are documents later in the plan that show the Township is a member of Central Delaware County Authority and reference to the discharge to Radnor-Haverford-Marple Authority).*

Newtown Township has been added to the municipalities listing in Section 2.1.

- 3. Section 6.3 discusses the purchase price of \$276,500,000.00 and indicates a portion of that price will be used to pay down existing debt and the balance re-invested in a DELCORA Customer Trust. No detail on the amount of debt pay down and balance have been provided. The Trust is intended to offset future customer bill increases, but again with no specificity.*

This comment is outside the scope of an Act 537 review.

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4. *The Section regarding Future Growth and Land Development indicated Newtown has the potential to introduce 36 EDU's / 9,450 Gallons per Day. This Newtown Township Sewer Authority has indicated this only accounts for the portion of the Township discharging to RHM.*

The 36 EDUs in the Future Growth and Land Development Section were based solely on DVRPC population projects as footnoted in the table on page 17 of the plan. At the drafting of the report, no 2019 Chapter 94 information had been received by DELCORA for Newtown Township. If more updated information is provided in a timely manner, it can be added to the final version of the Plan

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', with a stylized flourish at the end.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Gary Summers, Chair
Pocopson Township Planning Commission
P.O. Box 1
Pocopson, PA 19366

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Summers:

We have received the Pocopson Township Planning Commission comments dated August 28, 2020 and received September 8, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

- 1. The only mention of the assets in Pocopson Township are found in Exhibit 4 and Schedule 5.15 – Assigned Contracts. The Pocopson Planning Commission recommends that Pocopson Township be included in the discussion of communities impacted in Section 3 of the Plan.*

The plan has been revised to include Pocopson in Section 2 and Section 3.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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December 11, 2020

William C. Hale
Rose Valley Borough Council, President
P.O. Box 198
Rose Valley, PA 19065

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Hale:

We have received the Rose Valley Borough Planning Commission comments dated August 20, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

- 1. In Section 4.1, the Flow for Rose Valley Borough is 8 times too high. Apparently, someone multiplied 262.5 by 8 twice in doing the calculations. The Flow for Chester Heights is similarly too high. The Flow for Haverford Township appears to be too low.*

We have revised the flows in the final plan.

- 2. In Section 6.2, the abbreviation PWD is used but this is not defined elsewhere in the document. Please write out Philadelphia Water Department.*

We have written out Philadelphia Water Department in addition to the abbreviation of PWD in the final plan.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

Edward L. Woyden
Vice President

C: C. Hurst

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December 11, 2020

Ross F. Schmucki
218 Rutgers Avenue
Swarthmore, PA 19081

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Schmucki:

We have received your public comments dated July 31, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

1. *The funding and operation of the Trust is a circular transaction that principally benefits Aqua and not DELCORA customers*

This comment is outside the scope of an Act 537 review.

2. *The Trust does not provide a true discount of the sewer rate. The Trust only provides a partial forbearance on collection of the full billed rate and no actual rate stabilization.*

This comment is outside the scope of an Act 537 review.

3. *The Trust is a fund with no practical legal accountability to customers, ratepayers and consumers and will not be subject to PUC oversight.*

This comment is outside the scope of an Act 537 review.

4. *The Trust is inadequate compensation for transfer to Aqua of DELCORA assets for an undervalued price with no regulated rate stabilization agreement.*

This comment is outside the scope of an Act 537 review.

5. *Aqua is planning immediate substantial rate increases in order to fund their corporate expansion. The DELCORA assets must be maintained in Public hands to avoid burdening customers with the costs of Aqua's profit margin.*

This comment is outside the scope of an Act 537 review.

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6. *The asset transfer should not be approved. The sale cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.*

This comment is outside the scope of an Act 537 review.

7. *The DELCORA System is a relatively healthy sewer system. It is not in distress. DELCORA does not need to be rescued by Aqua.*

This comment is outside the scope of an Act 537 review.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', with a stylized, flowing script.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

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December 11, 2020

Leonard Balestrieri, Chairman
Southwest Delaware County Municipal Authority
Board of Directors
P.O. Box 2466
Aston, PA 19014-0466

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Mr. Balestrieri:

We have received the Southwest Delaware County Municipal Authority comments dated August 31, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

1. *DELCORA does not have the legal right to transfer the property used to serve SWDCMA under the Contract without SWDCMA's consent, which consent has not been given*

This issue is being addressed before the PUC in Aqua's application.

2. *DELCORA does not have the legal right to transfer the Contract to Aqua without SWDCMA's consent, which consent has not been given.*

This issue is being addressed before the PUC in Aqua's application.

3. *There is no contract or agreement between SWDCMA and Aqua, and SWDCMA has not agreed that DELCORA can assign the Contract or any other agreements to Aqua, therefore Aqua's request to file and have the Commission approve the Agreement between the SWDCMA and DELCORA is a nullity.*

This issue is being addressed before the PUC in Aqua's application.

4. *It is not consistent with the public convenience and necessity for Aqua to acquire the assets and contracts of DELCORA.*

Aqua and DELCORA disagree with this statement. The benefits of this transaction are outlined in Aqua's application to the PUC. Please refer to the testimony of Bill Packer of Aqua <https://www.puc.pa.gov/pcdocs/1682690.pdf> and Bob Willert's <https://www.puc.pa.gov/pcdocs/1682693.pdf>. Both of these were before the PUC and are part of the entire application to the PUC found at <https://www.puc.pa.gov/search/document-search/#gsc.tab=0> and use the docket A-2019-3015173.

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5. *The acquisition of DELCORA's assets and contracts by Aqua would not provide an affirmative benefit to the public, but rather it would be detrimental to the public including SWDCMA and its retail customers.*

Aqua and DELCORA disagree with this statement. The benefits of this transaction are outlined in Aqua's application to the PUC. Please refer to the testimony of Bill Packer of Aqua <https://www.puc.pa.gov/pcdocs/1682690.pdf> and Bob Willert's <https://www.puc.pa.gov/pcdocs/1682693.pdf>. Both of these were before the PUC and are part of the entire application to the PUC found at <https://www.puc.pa.gov/search/document-search/#gsc.tab=0> and use the docket A-2019-3015173.

6. *For all other reasons set forth in the PUC July 17, 2020 Protest of SWDCMA.*

This comment is outside the scope of an Act 537 review.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Edward L. Woyden', with a stylized flourish at the end.

Edward L. Woyden
Vice President

C: C. Hurst



Gannett Fleming

*Excellence Delivered **As Promised***

December 11, 2020

Jane Billings, Manager
Swarthmore Borough
121 Park Avenue
Swarthmore, PA 19081

RE: DELCORA Asset Transfer Act 537 Plan Update

Dear Ms. Billing:

We have received the Swarthmore Borough comments received August 12, 2020 and the Swarthmore Borough Planning Commission comments dated August 27, 2020 regarding the above referenced project. We have listed your comments in italics below, followed by our responses on behalf of DELCORA:

1. *The DELCORA ACT 537 Plan and transfer of the System to Aqua will undermine the enforceability of the Federal Consent Decree of June 2015 in the matter of The United States and Pennsylvania DEP vs. DELCORA. Aqua can transfer assets to avoid Environmental Liabilities. Approval of the proposed ACT 537 Plan should be denied under the Consent Decree.*

Aqua plans to assume the obligations of the Consent Decree.

2. *The ACT 537 Plan would implement funding and operation of the trust, which is a circular transaction that principally benefits Aqua and not DELCORA customers.*

This comment is outside the scope of an Act 537 review.

3. *The ACT 537 Plan does not provide a true discount of the sewer rate - the Trust only provides a partial forbearance on collection of the full billed rate and no actual rate stabilization.*

This comment is outside the scope of an Act 537 review.

4. *The ACT 537 Plan would implement the Trust which is a fund with no practical legal account- ability to customers, ratepayers and consumers and will not be subject to PUC oversight.*

This comment is outside the scope of an Act 537 review.

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5. *The ACT 537 Plan would implement the Trust which is inadequate compensation for transfer to Aqua of DELCORA assets for an undervalued price with no regulated rate stabilization agreement.*

This comment is outside the scope of an Act 537 review.

6. *The ACT 537 Plan would permit Aqua to implement immediate substantial rate Increases in order to fund their corporate expansion. The DELCORA Public system must be maintained in Public hands to avoid burdening customers with the cost of Aqua's private profit margin.*

This comment is outside the scope of an Act 537 review.

7. *The ACT 537 Plan cannot proceed fairly without a transparent arms-length negotiation of the asset value and a robust rate stabilization agreement subject to regulatory oversight.*

This comment is outside the scope of an Act 537 review.

8. *The DELCORA System is a relatively healthy sewer system. It is not in distress. DELCORA does not need to be rescued by Aqua. The ACT 537 Plan is not in the interests of the Public*

This comment is outside the scope of an Act 537 review.

If you have any questions or require any additional information, please contact me (ewoyden@gfnet.com) or Patti Kaufman (pkaufman@gfnet.com) of my office.

Very truly yours,

GANNETT FLEMING, INC.

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Edward L. Woyden
Vice President

C: C. Hurst